



BRAC Procurement **Guidelines** and **Implementation Procedures**



**BRAC Procurement Guidelines and
Implementation Procedures, 2007**
2nd Revision (2012), January 2012

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ORDER

BRAC, a not for profit non-government organization, since its inception in 1972 has been working with people whose lives are dominated by extreme poverty, illiteracy, disease and calamities. It has taken great strides in the alleviation of poverty in Bangladesh and beyond. As BRAC continues to grow, so do its tools for governance.


In delivering its services under different programmes, BRAC is required to procure huge goods, equipment and related services, as well as non-consulting services and consulting services. As procurement is increasing in value and volume, requirement of compliance with national and international procurement norms and standards has become imperative for BRAC. Efficient procurement implies a system, which operates in a timely manner, with minimum number of steps/layers, while being responsive to the needs of the end users leading to fulfilment of the goal of the organization. Transparent procurement system is that which is characterized by clear guidelines as well as implementation procedures and accountability to verify that those guidelines and implementation procedures are being followed properly. Accountability will ensure obligations to be performed by the personnel involved in the procurement process.

BRAC embarked upon the task of reforming its procurement regime in line with modern procurement practices with a view to improving the governance in the area of procurement. Accordingly, the “BRAC Procurement Guidelines and Implementation Procedures, 2007”, outlining the principles, methods and process to be followed by BRAC for procurement of goods and related services have been developed. This will, no doubt, go a long way in ensuring accountability, transparency and fair competition bringing in efficiency and speed in disposal of procurement cases, help timely implementation of the programmes, ensuring economies of scale and best value for money.

It may be noted that the Guidelines and Implementation Procedures including accompanying documents are living documents subject to adjustment from time to time depending on the requirement of time and changing programme environment.

This accompanying 2nd Revision (2012) of the Guidelines and Procedures are made effective from 1st January 2012, and all previous versions of this document are replaced with this current version.

January 2012



Fazle Hasan Abed
Chairperson, BRAC

Abbreviations & Acronyms

BPD	BRAC Procurement Department
BPGIP	BRAC Procurement Guidelines and Implementation Procedures
CFA	Competent Financial Authority
DED	Deputy Executive Director
DPEMS	Director Procurement, Estate & Management Services
DPM	Direct Purchase Method
ED	Executive Director
EOI	Expression of Interest
FY	Fiscal Year
GCC	General Conditions of Contract
HO	Head Office
HRPP	Human Resources Policies and Procedures
ICT	International Competitive Tendering
IFT	Invitation for Tender
ITT	Instructions to Tenderer
LTM	Limited Tendering Method
MD	Managing Director
NOAL	Notification of Award Letter
OTM	Open Tendering Method
PP	Procurement Plan
PDS	Proposal Data Sheet
PR	Procurement Requirement
PS	Performance Security
PTN	Post Tender Negotiations
QCBS	Quality and Cost Based Selection
QEC	Quotation Evaluation Committee
QM	Quotation Method
RF	Requisition Form
RFQ	Request for Quotation
SCC	Special Conditions of Contract
SPEC	Technical Specifications
SRFQ	Standard Request for Quotation
STD	Standard Tender Document
TDS	Tender Data Sheet
TEC	Tender Evaluation Committee
TIN	Taxpayer's Identification Number
TOA	Table of Authority
TOC	Tender Opening Committee
TOS	Tender Opening Sheet
TS	Tender Security

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PART I

BRAC PROCUREMENT GUIDELINES AND IMPLEMENTATION PROCEDURES, 2007 2nd REVISION (2012)

1. Title, Commencement and Objectives of the Guidelines

1.1 Short Title, Commencement and Objectives of these Guidelines.

These guidelines will be known as the 'BRAC Procurement Guidelines and Implementation Procedures (BPGIP), 2007, 2nd Revision (2012)' and shall supersede all existing orders, instructions, directives, etc on the subject by whatsoever names they may be called. These guidelines and procedures shall come into force with effect from 1st January 2012.

1.2 Objectives

- 1.2.1 To have an overarching framework for procurement that is to be followed by all procurement personnel in order to bring efficiency and effectiveness in the system with a view to contributing towards achievement of BRAC objectives.
- 1.2.2 To ensure transparency, fairness and integrity in the procurement procedure.
- 1.2.3 To harness competitiveness in the procurement system through adherence to clear guidelines and procedures by all concerned personnel so that best value for every taka spent can be attained.
- 1.2.4 To devise a balanced system of guidelines that can be applied during normal as well as emergency situations e.g. flood, earthquake, cyclone and other natural calamities.
- 1.2.5 To involve all stakeholders in the procurement process in a meaningful way so that planning and coordination can be done timely and right product can be procured in right quality and quantity and supplied to right place in right time.
- 1.2.6 To assign responsibilities and ensure accountabilities through allocation of financial powers to various levels of managers and top executives of BRAC.
- 1.2.7 To meet the requirement of donor agencies and other local and international bodies, who are partners in progress with BRAC, through reforming procurement practices in line with modern donor and commercial usage.
- 1.2.8 To have an audit trail through maintenance of necessary documents, files and records as stipulated in these guidelines and procedures.

2. Definitions

In these guidelines the following definitions will apply:

- 2.1 **Applicant:** A person who seeks to be pre-qualified in response to an invitation for pre-qualification or is an enlisted person in response to an invitation for tender under a limited tendering method.

- 2.2 **Central Procurement:** The procurement that is carried out centrally by the BRAC Procurement Department (BPD) for achieving economies of scale and best value for money.
- 2.3 **Competent Financial Authority (CFA):** The managers and top executives of BRAC to whom the authority of exercising certain amount of financial power has been vested and incorporated in the Human Resources Policy and Procedure (HRPP) and also promulgated through official orders from time to time.
- 2.4 **Consulting Service:** Consulting Service is providing advice under a contract in a particular area of expertise in intellectual and professional service.
- 2.5 **Consumables:** A consumable is something that is capable of being consumed; that may be used, destroyed, dissipated, wasted, or spent having no remnant or residue or having some residue which is of no economic significance.
- 2.6 **Contract:** An agreement made between at least two parties with the intention of creating a legal relationship, enforceable by law.
- 2.7 **Days:** A calendar day unless specified as a working day.
- 2.8 **Direct Purchasing Method (DPM) :** The method of procuring goods and related services from a single source without going through all the requirements of a full tendering process and restricted to purchase of goods up to the set thresholds. Exceptions do apply (natural calamities/disasters, poverty alleviation, emergency health care situations and non-formal primary education for poor rural people and communities) and are described in Section 14 of these guidelines. It also applies to an extension of existing contracts up to a maximum of 15% of the value of the original contract or purchase of perishable goods, relief goods or low value goods when adopting an OTM or LTM would not be cost effective.
- 2.9 **Ethics:** The moral principles of rules of conduct which procuring entities have to follow when carrying out any procurement.
- 2.10 **Evaluation:** Determination of the ranking between substantially responsive tenders in order to identify the most advantageous offer i.e. the one offering the best value for money.
- 2.11 **Examination:** The checking by the evaluation committee whether formal requirements in the tender documents have been fulfilled or not.
- 2.12 **Framework Agreement:** An agreement that is usually made on the basis of procurement of an indefinite quantity of goods from one or more sources on a non-exclusive basis for deliveries to be made over a definite or an indefinite period of time.
- 2.13 **Goods:** Raw materials, products, equipment and commodities in solid, liquid or gaseous form and electricity as well as related services such as installation, insurance, transportation, maintenance or similar obligations.
- 2.14 **Government:** The Government of the People's Republic of Bangladesh.
- 2.15 **Human Resources Policies and Procedures (HRPP):** These policy and procedure guidelines stipulate, among many other issues, the authority levels for procurement-related tasks, and stipulated as Competent Financial Authority (CFA), and as given in the Table of Authority (TOA).

- 2.16 **In Writing:** Communication in hand or machine written, typed, duly signed and includes properly authenticated message by facsimile or electronic mail.
- 2.17 **Limited Tendering Method (LTM):** The method of procurement that is followed for purchase of goods and related services up to the set threshold.
- 2.18 **Modification:** Replacement or amendment of a tender which has already been submitted by the tenderer, but still there is scope of changes because of due return date not being expired yet.
- 2.19 **Non-consulting Services:** Includes all services required by BRAC and its programmes, with the exception of related services attached to goods and consulting services; also referred to by BRAC as physical services.
- 2.20 **Notification of Award Letter:** The letter that states the value of the proposed contract, the amount of the performance security (PS), the time within which the PS shall be submitted and the time within which the contract shall be signed.
- 2.21 **Person:** Any physical or juridical individual or body of individuals, a firm or a company, an association or organization whether incorporated or not.
- 2.22 **Open Tendering Method (OTM):** The method of procurement that is carried out through newspaper advertisement for ensuring fairness through competition, transparency and maximizing efficiency, effectiveness and economies of scale.
- 2.23 **Performance Security:** The security as guarantee in the form of a pay order, bank draft, bank guarantee or in any other form, stipulated in the schedule of requirement, that is submitted by the tenderer as a security against his failure to honour the provisions of the contractual agreement.
- 2.24 **Procedure:** Mandatory procurement implementation requirements framed and issued by BRAC for proper compliance with the regulations.
- 2.25 **Procurement:** Purchasing, hiring or obtaining of goods, works and services by any contractual means.
- 2.26 **Procuring Entity:** For central procurement BRAC Procurement Department (BPD) and for field procurement the respective field offices of BRAC or any other department/entity/program within BRAC authorized by competent financial authority; also referred to as Purchaser.
- 2.27 **Product:** An item that ideally satisfies a market's want or need. Alternatively a deliverable or set of deliverables that contribute to a business solution.
- 2.28 **Proposal:** Submission by the consultant in writing for delivery of the services that is presented to procuring entity in response to the proposal documents.
- 2.29 **Proprietary Items:** Proprietary items usually have distinctive characteristics or features, and are often incompatible with competing items. Something that is used, produced, or marketed under exclusive legal right of the inventor or maker; specially: an item that is protected by secrecy, patent, or copyright against free competition as to name, product, composition, or process of manufacture.
- 2.30 **Post Qualification:** The process undertaken for verification whether the lowest evaluated tenderer i.e. the most responsive one is capable to perform the contractual tasks.

- 2.31 **Purchase Order:** The order that is issued in case of a purchase through QM detailing the conditions that the supplier and the purchaser have to abide by in order to fulfil obligations mutually agreed by both the parties.
- 2.32 **QEC (Quotation Evaluation Committee):** The committee that will determine the ranking between substantially responsive quotations in order to identify the most advantageous tender i.e. the one offering the best value for money.
- 2.33 **Quotation Method (QM):** The method of procurement that is followed for purchase of readily available, standard off the shelf goods and related services.
- 2.34 **Responsiveness:** Conformity of a tender in all respect to the requirements of the tender document without material deviation, reservation or omission.
- 2.35 **Schedule of Requirements:** It is an integral part of the tender documents sold/made available to the prospective tenderers specifying the requirements that they have to fulfil for qualification of his/her tender offer as a responsive one.
- 2.36 **Service:** Service means goods related Services, physical Services, or intellectual and professional services. This term is to be read in conformity with the context to which this has been used in those particular section/subsection/clauses.
- 2.37 **Specification:** The technical characteristics of the goods and related services that set the quality and performance standards required.
- 2.38 **Substitution:** The expression on the part of the tenderer by a written notice that he would like substitute an already submitted tender before the expiry of tender return date.
- 2.39 **Supplier:** A person or entity under contract with a procuring entity to supply goods and related services.
- 2.40 **Taka:** The unit of currency of Bangladesh.
- 2.41 **TEC (Tender Evaluation Committee):** The committee that will determine the ranking between substantially responsive tenders in order to identify the most advantageous tender i.e. the one offering the best value for money.
- 2.42 **Tender:** The submission by the tenderer in writing for delivery of the procurement object that is presented to a procuring entity in response to the tender documents.
- 2.43 **Tender Document:** The documents provided by a procuring entity to tenderers as a basis for preparation of their tenders.
- 2.44 **Tenderer:** A person invited to take part in procurement or submitting a tender in response to an Invitation for Tender (IFT) / Request for Quotation (RFQ) or Request for Proposal (RFP).
- 2.45 **Tender Return / Opening Date:** Tender return date is a date and time for return of tenders. Similarly the tender opening date is the date on which tender will be opened; tenders must be opened immediately after the deadline for receipt but in any case not later than 30 minutes from the deadline for receipt.
- 2.46 **Validity Period:** This states how long the offer will remain open to acceptance by the purchaser within which no change in the tender offer could be brought by the tenderer.

- 2.47 **Withdrawal:** The expression on the part of the tenderer by a written notice that he would not like to participate in the tender proceedings before the expiry of tender return date.

3. Scope

- 3.1 BRAC Procurement Guidelines and Implementation Procedures, hereinafter called the BPGIP, shall apply to all procurement of (i) goods and related services, (ii) non-consulting services, and (iii) consulting services undertaken by BRAC irrespective of the sources of funds i.e. own, government, international grant and/or loan etc.
- 3.2 If the provision of any procurement policy/guidelines/procedures of any international organization or donor agency or government, under which goods and related services are to be procured, comes into conflict with the BPGIP, separate provisions may be mutually agreed which generally conform to the objectives of the BPGIP and in no way hampers in proper and timely delivering of BRAC programmes and services.
- 3.3 These Procurement Guidelines and Implementation Procedures (BPGIP) do not apply to BRAC Enterprises, subject to the conditions that those BRAC Enterprises do not receive direct donor-funding. BRAC Enterprises are commercially operated under the BRAC umbrella, and have their own procurement policies and/or guidelines; if a BRAC Enterprise chooses to use BPD for specific procurement, it may instruct BPD in writing to either use the BRAC Enterprise's procurement policy and/or guidelines or BPGIP, or alternatively to instruct any other method.

4. Overall Procurement Direction

- 4.1 BRAC is expected to follow mainly centralized procurement strategy with a provision for procurement at area/field level to meet the day-to-day requirement, emergencies and purchase of food and perishable items. Centralized procurement approach will be more focused on co-ordination rather than centralization. Considering the effectiveness and efficiency, this approach is more suited for BRAC. Reasons for advocating centralized approach are economies of scale through aggregation of requirements, optimum use of expertise, efficient storage and distribution system as well as lower administration cost. BRAC Procurement Department (BPD) at Head Office (HO) is expected to take overall responsibility of implementing procurement related activities effectively and efficiently.

5. Procurement Requirement (PR)

- 5.1 Procurement starts from the identification of the needs and planning of the process and continues until the goods and related services, non-consulting services and consulting services are delivered and/or performed satisfactorily. Initial step of procurement process is the identification of needs and making plan so that any constraint or critical target can be anticipated and appropriate actions can be undertaken.
- 5.2 There will be yearly Procurement Requirement (PR) for each program of BRAC. PR will consider both field level and HO level requirement irrespective of capital and recurring items.

- 5.3 Well ahead of the beginning of the Fiscal Year (FY), the field offices of different programmes will prepare PR and forward the same by 30 September of each year to the respective programmes at the HO through proper channel duly vetted. The concerned officers of the respective programmes at HO will consolidate all field level requirements and put up, after necessary scrutiny, for approval of the concerned Programme Director. Upon approval of the Director the field purchase portion of the PR (i.e. the procurement which will be undertaken at the field level) will be returned to them for necessary action after confirmation of the availability of budget by the Finance Department.
- 5.4 Respective Programme Director's office will consolidate the HO and the field level PR to be centrally procured and forward the same to the BPD for necessary action upon validation of budget availability by the Finance Department.
- 5.5 The format for yearly PR can be seen at Form BPD-PP-1 in Part II, Appendix I for goods and related services, at Form BPD-PP-4 in Part III, Appendix I for non-consulting services.

6. Procurement Plan (PP)

6.1 BPD shall, after reviewing the PR received from various programmes and departments, prepare the HO level PP. BPD shall, while preparing the PP, check the following:

- (i) That the Finance Department has confirmed the budgetary allocation.
- (ii) That all requirements included in the PR are clearly identified/ specified.
- (iii) That it is clear when the goods/services are required and to be delivered/performed.
- (iv) Whether any other formality/legal requirement is applicable to the specific procurement.
- (v) That aggregation of requirement of two or more programmes to form a single package has been done.

6.2 Grouping and Packaging

- 6.2.1 Each item could be procured separately under a specific purchase proposal. However, considering the number of items normally required for procurement under each programme is huge, item by item procurement would certainly not result in the most economic and efficient purchase for BRAC.
- 6.2.2 Hence the overall procurement plan for a programme under BRAC requires dividing it into individual procurement packages and ensuring that processing of all packages are completed within the appropriate timetable.
- 6.2.3 Grouping into lots and packages is to be done in order to achieve the economies of scale. Similar items may be grouped together to form a 'Lot'. 'Lots' can form a 'Package/Tender' depending on the object of procurement. If large quantities of single products/commodities/services are being procured, then division into lots within a package should take into consideration supplier's/service providers capability with respect to present condition, transportation costs, storage capacities etc. (i.e. dividing large quantities into smaller quantities, each representing a lot within the same invitation to tender). Non-consulting services and consulting services are more likely being procured under individual processes than goods and

related services in all those cases where grouping is not appropriate for technical or economical reasons.

- 6.2.4 Splitting: larger quantities of the same item may not be divided into several packages (tenders), but may be divided into several lots within the same package to allow smaller suppliers to participate; example: large quantities of slates required at a specific date (start of school year) shall be procured through a single tender, but the single tender (package) may contain several lots of smaller quantities (e.g. if a total of 1,000,000 slates is required, five lots with 200,000 slates each could be included, etc.). Using more than one package (tender) would be regarded as splitting and is not allowed.

Similar items (i.e. items which could be offered by the same manufacturers/suppliers) can be grouped in the same lot/package for smaller quantities/values and/or procured through separate packages (tenders) for large quantities/values.

- 6.2.5 To develop a Procurement Plan for an individual procurement package the following will be required:

- (a) Accurate description of 'Package' and subsequent 'Lot' thereof, if any;
- (b) Unit of measurement;
- (c) Approximate quantity of Items,
- (d) Estimated cost;
- (e) Procurement method to be used;
- (f) Approval level; and
- (g) Time schedule for processing a tender/quotation such as:
 - (i) Invitation for tender/quotation
 - (ii) Signing of contract
 - (iii) Completion of contract

6.2.6 Procurement Scheduling:

- 6.2.6.1 One of the considerations in choosing contract packaging is the timing when goods/services are needed. After preliminary packaging, plans have been formulated and, by implication, the method of procurement to be used for each is tentatively determined by the nature and size of the packages. Besides, it is necessary to verify that these combinations will permit the goods/services to be delivered/performed at the times they are needed for the programme. The detail of scheduling is given at Form BPD-PP-2 in Part II, Appendix I for goods and related services, at Form BPD-PP-5 in Part III, Appendix I for non-consulting services.

- 6.2.6.2 The best way to check this is to work backwards from the desired date of delivery/performance to determine whether sufficient time is available to carry out the necessary procurement steps/ processes for each procurement contract.

6.2.7 Approval of Procurement Plan:

- 6.2.7.1 In general the Director, Procurement shall approve the Final HO level Procurement Plan (PP). However, for those packages that requires higher-level approval as per Table of Authority of Financial Power shall have to be placed for consideration and approval of the concerned top executive before undertaking any procurement.

- 6.2.7.2 Procurement Plan is a dynamic thing and it may have to be changed over time to include new requirements of programmes arising out of new projects

and changed circumstances. Hence PP will be reviewed and, if necessary, revised twice in a year to make it more flexible and requirement friendly.

6.2.7.3 The approved final HO level PP is to be circulated to all concerned programmes and departments for their information and compliance.

6.2.7.4 The format for PP is given at Form BPD-PP-3 in Part II, Appendix I for goods and related services, at Form BPD-PP-6 in Part III, Appendix I for non-consulting services.

7. Key Role in Procurement

7.1 To accomplish fair and efficient procurement process the responsible officers and departments will be:

- (i) The field level and head office level end users;
- (ii) The budget holder (Finance Department);
- (iii) Approving authorities at different levels as per Table of Authority (HRPP);
- (iv) The concerned Departments / Programme Directors; and
- (v) BRAC Procurement Department (BPD).

7.2 Close co-operation amongst all these levels is essential to achieve success in procurement.

8. Field Procurement

8.1 Managers/In-charge officers of field offices, with the approval of Competent Financial Authority (CFA), will carry out field level purchases as per approved PR. A Purchase Committee comprising of minimum 3 members and headed by respective Managers/in charge officers are to be formed to process the purchases. For local purchases, which are within the financial power of the respective Managers, the Quotation Method (QM) or Direct Purchase Method (DPM) as described hereunder, and as applicable, shall be followed. For purchase of perishables and other daily necessities, cash purchases as per DPM may be applied as per Table of Authority (HRPP).

The construction department's field engineers may for DPM/QM request approval via SMS/email/fax from head office following the Table of Authority (HRPP) and the approval shall be given, following the Table of Authority (HRPP), also via SMS; the required paperwork may be completed post-procurement, but in any case not later than thirty (30) days from the date of the SMS/email/fax approval request.

8.2 For local purchase beyond the financial power of respective manager/in charge officer, necessary Requisition Forms (RF) / Material Intends along with collected quotations after necessary market verification need to be forwarded to the respective office of the Programme Director for approval. The respective office of the Programme Director, upon verification and vetting with previously approved PR, shall accord necessary approval as per Table of Authority and return the RF to respective manager/in charge officer of the field office for initiating purchases. If the RF is not included in the previously approved PR, necessary budget clearance is to be obtained from the finance department before according such sanction.

9. Central Procurement

- 9.1 At the HO level, the concerned program/department will initiate Requisition Form (RF) in triplicate as per approved PP and as per Table of Authority. First and Second copies shall be sent to the Finance Department for budgetary position and notation of budget code. Upon concurrence, the Finance Department will send the first copy to BRAC Procurement Department (BPD), the second copy being retained for records. After receipt of the RF, BPD will initiate procurement activity as per guidelines and procedures laid down hereunder. Subsequently required PR may be included in the PP provided budgetary approval has been given by the Accounts and Finance Department.

10. Procurement Method

- 10.1 Procurement under BRAC will be governed by the following four methods for goods and related services:

- (i) Open Tendering Method (OTM), including its variation International Competitive Tendering (ICT);
- (ii) Limited Tendering Method (LTM);
- (iii) Quotation Method (QM); and
- (iv) Direct Purchase Method (DPM).

- 10.2 Procurement under BRAC will be governed by the following four methods for non-consulting services:

- (i) Open Tendering Method (OTM);
- (ii) Limited Tendering Method (LTM);
- (iii) Quotation Method (QM); and
- (iv) Direct Purchase Method (DPM);

11. Open Tendering Method (OTM)

11.1 General

Open tendering is the process of procurement carried out through newspaper advertisement that is most likely to maximize economy and efficiency. Openness ensures transparency and eliminates tendencies towards favouritism. Hence, OTM shall be the preferred method of procurement except for those items/services where there are overwhelming reasons for not doing so or where the value of the contract is so low that it does not serve the purpose of efficiency and effectiveness. The preference for OTM is supported by policy objectives of BRAC. BRAC Enterprises are permitted to competitively participate in OTM.

11.2 Purpose

- 11.2.1 The main purposes of OTM are to:

- (i) Check the competitiveness of existing suppliers;
- (ii) Provide opportunities to new suppliers;
- (iii) Comply with legal requirements;
- (iv) Ensure fairness and confidentiality; and
- (v) Prevent corruption and collusion.

11.3 Advertisement

- 11.3.1 Open Tendering Method will be applied through advertisement, where suppliers will be chosen by their qualification criteria, specification of procurement product and competitive price offered in their price proposals.
- 11.3.2 BPD shall be responsible for advertising all Invitations for Tender (IFT) and shall advertise at least in one widely circulated Bangla and/or English language national newspaper. The advertisement shall also be published in the web portal of BRAC or other such service providers as felt necessary. BRAC does not exclude foreign tenderers under OTM, and any foreign tenderer that wishes to take part is permitted to do so.
- 11.3.3 BPD will only publish advertisement for specific invitation for tender for procurement of goods and related services and non-consulting services which have been included in the approved PP and for which RF for the specific package has been received.
- 11.3.4 The format for Invitation for Tender has been attached in Part II of these Guidelines (goods and related services) and Part III (non-consulting services).

11.4 Threshold

- 11.4.1 OTM is the preferred method for procurement, and must be applied where the estimated value of any contract of goods and related services or non-consulting services to be procured is more than Tk. 1 Crore. However, considering the availability, size, complexity and delivery schedule of the product/service to be procured, OTM may also be applied where, appropriate, even where the value of any contract of goods and related services or non-consulting services to be procured is less than Tk. 1 Crore.

11.5 Preparing and Issuing a Tender Document

- 11.5.1 BPD and suppliers should keep in mind that:
 - (i) BPD is responsible for the preparation and issuing of the tender document.
 - (ii) As this is a mandatory requirement for contracts to be financed by BRAC or other development partner, BPD, while preparing individual tender document, shall use Standard Tender Documents (STD) issued by BRAC. The STDs should have 9 Sections of which Section 1 [Instructions to Tenderer (ITT)] and Section 3 [General Conditions of Contract (GCC)] shall not be modified by BPD while preparing individual tender documents.
 - (iii) The supplier is responsible for the preparation and submission of its tender. During this process, BPD shall promptly respond in writing to any written request for clarification from suppliers and if found appropriate/reasonable amend the tender document accordingly. Verbal requests from suppliers are prohibited and shall not be responded to.
 - (iv) The tender document should furnish all the information needed by a prospective supplier. The time spent in preparing clear and unambiguous tender document is well compensated for in the evaluation of tenders, the award of contract and during the implementation of the contract. Many problems, which occur during the implementation of contract, are due to misunderstandings, inconsistencies and/or a lack of clarity in tender document.

11.6 Purpose of Tender Documents

11.6.1 The purpose of the tender documents is to inform suppliers about:

- (i) The rules applicable to the tendering process;
- (ii) The precise requirements for the goods and related services or non-consulting services to be provided;
- (iii) Criteria which will be applied in evaluating tenders; and
- (iv) The terms and conditions of the contract the suppliers will be required to enter into, if successful.

11.7 Setting a Tender Submission Date

11.7.1 A date and time for submission of tenders must be fixed in all cases. The period allowed for the completion and submission of the tender will depend on:

- (i) The complexity of the requirement;
- (ii) The urgency of the requirement; and
- (iii) A reasonable time for suppliers to formulate their offers. If the time is too short, it will discourage some suppliers from tendering, which will reduce competition and may limit the quality of the tender.

11.7.2 Details of tender submission requirement and the forms used in the submission of tenders are available in Section 7 of Appendix II [in both, Part II (goods and related services) and Part III (non-consulting services)]. ITT Clause 23 to Clause 26 also highlight the procedure of tender submission.

11.7.3 Under OTM the time allowed for the submission of tenders shall be not less than fourteen (14) days.

11.8 Consistency of Providing Information to the Tenderer:

11.8.1 The same information must be given to each potential supplier. This is a self-evident statement, but care must be taken to ensure that all suppliers are working on the same information. This is particularly important when a supplier requests clarification on an issue from the purchaser. In such case if any clarification is provided to the supplier who sought clarification, then the same clarification should be provided to all other potential suppliers even if they did not seek the same.

11.9 Suppliers Requesting Extension of Tender Submission Date

11.9.1 Request from suppliers for an extension of the date of tender Submission should normally be denied. Only in the most extreme circumstances (e.g. if all tenderers request an extension, indicating that BPD may have underestimated the time required for suppliers to prepare and submit a tender), request for extension shall be considered.

11.10 The Specification

11.10.1 The Specification is the key component in the overall contract package and its importance cannot be overstated. It sets the quality and performance standards for the contract and defines what the programme/department wishes to buy and what the supplier must provide.

11.10.2 The purpose of the Technical Specifications (TS) is to define the technical characteristics of the goods and related services required or description of the non-consulting services required.

11.10.3 The concerned programme will be responsible for the preparation of TS considering the following issues:

- (a) The TS constitute the benchmarks against which the purchaser will verify the technical responsiveness of tender and subsequently evaluate the tenders.
- (b) Technical specifications should be broad enough to avoid restrictions on similar kinds of goods; in the case of non-consulting services this does not apply and description of services must be clearly defined.
- (c) TS shall be fully descriptive of the requirement in respect of, but not limited to, the following:
 - (i) Standard of materials and workmanship required for the production and manufacturing of the goods;
 - (ii) Detailed test required (type);
 - (iii) Specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate; and
 - (iv) Reference to brand names and catalogue number should be avoided as far as possible.

11.11 Validity Period

11.11.1 Tenderers should be asked in the IFT to agree to a nominated tender validity period. This states how long the offer will remain open. As it requires the tenderer to hold his/her price firm for that period, the length of the validity period should carefully be calculated by BPD and should be no longer than which is reasonably sufficient to leave the offer open until the date of contract award. It is conventional to express this period in days (e.g. 30, 60, 90, etc.).

11.12 Extension of Validity Period

11.12.1 If it becomes obvious that, for whatever reason, the contract cannot be awarded before the expiry of the validity period, tenderers should be asked to extend the validity period. The consequence of "accepting" a tender where the price is "out of time" is that the supplier may legitimately seek to increase his/her price to reflect the expiry of the price covered by his/her original calculations.

11.12.2 All Tenderers may, of course, refuse to extend the validity date, which may lead to the procurement to be aborted, and a new tendering process started. It is therefore important to keep to the validity period as practical as it is possible.

11.12.3 However, if a supplier refuses to extend his/her validity period he/she shall be allowed to withdraw his/her tender without forfeiting the tender security, if any.

11.13 Communications with Tenderers

11.13.1 It is essential that in the first instance all written enquiries from tenderers should be directed to the concerned procurement officer of the BPD and verbal enquiries must not be accepted. He or she may decide in some cases that technical enquiries can be referred to a specialist, but the procurement officer must retain control of the procurement; his/her duty is to ensure that all suppliers receive the same information. Any information or clarification of substance, which is given to one tenderer, must formally and immediately be given in writing to all tenderers.

11.14 Keeping Information on Tenderers Confidential

- 11.14.1 Tenderers should never be told who is in competition with them. This prevents collusion and sharpens the need for a competitive approach.
- 11.14.2 Throughout the process, all information whose disclosure might prejudice the outcome of the tendering process should be marked with "Confidential."

11.15 Tender Receipt

- 11.15.1 All tender documents shall contain instruction to tenderers (ITT) addressing the modality in which tender envelopes shall be marked and submitted. Tenders shall be properly marked by tenderers in order that they shall not be confused with other types of correspondence which may also be hand-delivered or posted by mail or courier services.
- 11.15.2 The tenderer shall enclose the original in one (1) envelope and all the copies of the tender in another envelope, duly marking the envelopes as "ORIGINAL" and "COPY." The two (2) envelopes shall then be enclosed and sealed in one (1) single outer envelope.
- 11.15.3 The inner and outer envelopes shall:
 - (i) bear the name and address of the tenderer;
 - (ii) be addressed to the purchaser at the address specified in the tender document;
 - (iii) bear the name of the tender and the tender number as specified in the tender document; and
 - (iv) bear a statement "DO NOT OPEN BEFORE..." (the time and date for tender opening as specified in the tender document to be mentioned).
- 11.15.4 Tenders should be received and kept, unopened and securely stored in tender box, which is locked, preferably by officials who are not involved in the procurement. Two separate locks should be provided and two different officials should hold keys.
- 11.15.5 When the tenders are in large volume or envelopes and large and /or thick it is usually directly received by an assigned officer.
- 11.15.6 Tenders received after the deadline for the submission shall be returned to the tenderer unopened.

11.16 Tender Opening

- 11.16.1 It is very important that the integrity of procedures for receiving and opening tenders should be preserved. The time mentioned in the tender document for the opening of tenders, should be immediately after the deadline for the submission of tenders, but in any case not later than 30 minutes from tender closing. Tender opening procedure should be public allowing representatives of tenderers to be present. A standing tender opening committee (TOC), if felt necessary, may be formed if found feasible.
- 11.16.2 At the appointed time and date for opening of tenders, the TOC will unlock the tender box, remove all tenders and hand over the original to BPD for safe custody. Tender envelopes are opened one at a time starting with any withdrawals and followed by:
 - (i) verifying that there is one original;
 - (ii) verifying that there is a properly signed tender form; and
 - (iii) numbering each tender in sequence and entering the information contained in the tender on the Tender Opening Comparative Statement,

Form BPD 1-10, Part II (goods and related services), and Form BPD 3-10, Part III (non-consulting services).

- 11.16.3 The following information, at the minimum, shall be read out from the original version of each tender and recorded on the TOS:
- (i) Name of the tenderer;
 - (ii) Withdrawal or modification or substitution, if any;
 - (iii) Number of corrections;
 - (iv) The tender price;
 - (v) Discounts, if any; and
 - (vi) Presence of tender security, if required.
- 11.16.4 Upon completion of opening of the tenders, all members of TOC and the tenderers or their representatives who attend the tender opening shall sign the TOS. The following forms are to be maintained:
- (i) Tender Dropping Record Sheet (BPD 1-6 / BPD 3-6)
 - (ii) Tender Opening Sheet – BRAC Officials (BPD1-7 / BPD 3-7)
 - (iii) Tender Opening Sheet – Tenderers (BPD1-8 / BPD 3-8)
 - (iv) Statement of Tender Security (BPD1-9 / BPD 3-9)
 - (v) Initial Comparative Statement (BPD1-10 / BPD 3-10).
- 11.17 Tender Withdrawal or Modification or Substitution**
- 11.17.1 A tenderer may withdraw, modify or substitute its tender after it has been submitted by sending a written notice, duly signed by the original authorised representative. The written notice must be:
- (i) In the case of a WITHDRAWAL, be submitted in a sealed envelope, clearly identifying the relevant tender and marked WITHDRAWAL;
 - (ii) In the case of a MODIFICATION or SUBSTITUTION, be submitted in a sealed envelope, with the relevant modified or substituted documents, clearly identifying the relevant tender and marked MODIFICATION or SUBSTITUTION as applicable.
- 11.17.2 Tenderer may wish to replace or amend a tender which has been submitted but where the due return date has not yet passed. An offer, which clearly replaces all, or part of one already submitted should be accepted provided it arrives before the due date and meets all the other requirements for receipt of tenders.
- 11.18 Examination and Evaluation of Tender**
- 11.18.1 The examination and evaluation of tenders consists of at least three stages:
- (i) Examination,
 - (ii) Evaluation and
 - (iii) Post-qualification.
- 11.19 Tender Evaluation Committees (TEC)**
- 11.19.1 There will be two committees, one comprising of Director Procurement, Director Finance, Director of the concerned programme/department and the Head of Procurement as the Member Secretary of the Committee for purchases of goods / services worth more than Tk 1 crore. The Director Procurement will chair the meeting.

11.19.2 The other committee for purchase of goods / services worth less than Tk 1 crore will comprise of one member from the concerned programme, one member from Accounts or Monitoring department and one member from BPD – preferably the concerned Procurement/Senior Procurement Officer. The member of the committee from BPD will be the member secretary of the committee. The members of this committee will have to be of the level of XI or above. The committee will be headed by (i) the Head of Procurement (BPD) for estimated contract values of between Tk 0.5 and 1 crore, and (ii) the General Manager Procurement (BPD) for estimated contract values of below Tk 0.5 crore.

11.19.3 Chairmen of the TEC (QEC) can co-opt specialist member(s) in the committees depending on the requirement.

11.20 Examination of Tenders

11.20.1 Examination of tenders is meant to determine the responsiveness of each tender. The TEC checks that the formal requirement of the tender documents is fulfilled.

11.20.2 Except for the check of completeness and responsiveness, these checks are usually simple and quick to perform. There are certain rules that should be followed:

- (i) A tender that is not properly signed or not accompanied by a security, if required, should be rejected;
- (ii) An error in calculation may be corrected;
- (iii) Tenders to confirm that all documentation requested in tender document has been provided; and
- (iv) Determine that each submitted document is complete in all respects.

11.21 Evaluation of Tenders

11.21.1 The purpose of the evaluation is to determine the ranking between substantially responsive tenders, in order to identify the tender most advantageous to the TEC, i.e. the one offering the best value for money.

11.21.2 The key role for a proper evaluation is to consider only those factors specified in the tender documents and only against the criteria specified in the tender document.

11.21.3 Clarification of each tender follows the evaluation of all competing tenders. This involves making judgments on financial, technical, contractual and other related matters.

11.21.4 The successful tenderer shall be the tenderer with the lowest evaluated tender cost.

11.21.5 The forms that will be required for evaluation are given in Section 8 of Appendix II [in both, Part II (goods and related services) and Part III (non-consulting services)].

11.22 Responsiveness of the Tenders

11.22.1 The TEC's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

11.22.2 A substantially responsive tender is one that conforms in all respects to the requirements of the tender document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (i) affects in any substantial way the scope, quality, or performance of the goods and related services specified or non-consulting services in the contract; or
 - (ii) limits in any substantial way or is inconsistent with the tender document, the purchaser's rights or the tenderer's obligations under the contract; or
 - (iii) if rectified would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.
- 11.22.3 If a tender is not substantially responsive to the Tender Document, it shall be rejected by the purchaser and shall not subsequently be made responsive by the tenderer by correction of the material deviation, reservation or omission.
- 11.22.4 There shall be no requirement as to the minimum number of responsive tenders.
- 11.22.5 The purchaser/TEC may regard a tender as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in tender document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the tender.
- 11.22.6 Provided that a tender is substantially responsive, the purchaser may request that the tenderer submits the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the tender. Failure by the tenderer to comply with the request may result in the rejection of its tender.
- 11.23 **Post Qualification**
 - 11.23.1 Post qualification is undertaken to determine whether the tenderer whose tender has been selected is qualified to perform the contract. Before awarding the contract the TEC should determine whether the tenderer whose tender has been evaluated as the most responsive or the lowest evaluated tender is qualified to effectively carry out the contract.
 - 11.23.2 A tenderer who does not meet the required qualifications will be rejected, and the TEC should proceed to make a similar determination regarding the tenderer with the next most advantageous tender.
- 11.24 **Award Criteria**
 - 11.24.1 BPD with the approval of appropriate authority shall award the contract to the tenderer whose offer is substantially responsive to the tender document, that the offer has been determined to be the lowest evaluated tender, and provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 11.25 **Purchaser's Right to Vary Quantities**
 - 11.25.1 The purchaser reserves the right at the time of contract award or afterward to increase or decrease the quantity, per item, of goods and related services or non-consulting services originally specified in tender document, provided this does not exceed fifteen (15) percent of the quantity indicated in the Schedule of Requirements, and without any change in the unit prices or other terms and conditions of the tender and the tender document.

11.26 **Notification of Award**

- 11.26.1 Prior to the expiration of the period of tender validity, the purchaser shall notify the successful tenderer, by issuance of a Notification of Award Letter (NOAL) that his/her tender has been accepted.
- 11.26.2 Until a formal contract is prepared and executed, the NOAL shall constitute a binding contract.
- 11.26.3 The NOAL shall state the value of the proposed contract, the amount of the Performance Security (PS), the time within which the PS shall be submitted and the time within which the contract shall be signed.

11.27 **Performance Security (PS)**

- 11.27.1 The successful tenderer shall furnish PS for the due performance of the contract to the amount of five (5) percent of the contract value or as specified in the contract.

11.28 **Formation of Contract**

- 11.28.1 For a contract to be formed there must be two parties and a situation where one has accepted an offer from the other party.
- 11.28.2 A contract may be defined as an agreement made between at least two parties with the intention of creating a legal relationship, enforceable by law.

11.29 **Types of Contract**

The below types of contracts may apply to all procurement methods:

- 11.29.1 **Lump Sum Contract** is a contract for the performance of specified amount of work (non-consulting services) or delivered goods by a specified date of a price quoted in advance.
 - 11.29.2 **Unit Price Contract** is one containing variables of volume, usually of goods, materials and labour. This unit price should include all overhead costs. The final contract price is determined on the basis of actual supply of goods and services during the entire contract period.
 - 11.29.3 **Framework Arrangement** is sometimes referred to as a Framework Agreement, Standing Arrangement or Running Contract. It is constructed and processed as a normal tender but it is usually not itself a contract. It provides agreed specification, delivery terms, prices and condition of contract, but a contract is normally made when an order is placed to the suppliers. A framework agreement is usually made on the basis of procurement of an indefinite quantity from sole source basis, or from several suppliers on a non-exclusive basis, for deliveries/performance over a definite or indefinite period of time.
- #### 11.30 **Contract Signing**
- 11.30.1 Within seven (7) days from the date of receiving the Notification of Award Letter (NOAL), the successful tenderer shall sign with date and return the contract agreement to the purchaser.
- #### 11.31 **Open Tendering under ICT:**
- 11.31.1 ICT is a variation of OTM, and only intended for goods and related services. Open tendering with international competition shall be used from an estimated contract value of Tk 2 crore. In addition, when, due to lack of capacity within Bangladesh there is no competition for the provision of specific goods and related services, special efforts shall be taken to improve the level of competition by seeking tenders from foreign firms. The

procedures to be followed for processing and evaluation shall be similar to the provisions of Open Tendering Method. The threshold of Tk 2 crore shall not apply for specific items procured for BRAC's education programmes (slates, books, educational material) where past experience has proven that foreign bidders are not interested to participate.

- 11.31.2 The Invitations for Tender and tender documents shall be in English language and be placed in addition to local newspapers also in a newspaper of sufficient circulation to attract foreign competition; alternatively online services such as UNDB and/or dgMarket and/or similar publications may be used.
- 11.31.3 The time allowed for the submission of tenders shall be sufficient to allow the invitation to reach potential tenderers and to enable them to prepare and submit tenders. The time allowed shall be not less than thirty (30) days.
- 11.31.4 Technical specifications shall be based upon international standards or those widely used in international trade. Such standards shall be compatible with those in use in Bangladesh and where there are variations, the Bangladesh standard shall be used.
- 11.31.5 Tenderers shall be permitted to express their tenders, as well as any tender and performance securities to be presented by them, in any freely convertible currency or in Bangladeshi Taka. Price comparison for evaluation purpose shall be done in Bangladeshi Taka, and bids submitted in other currencies shall be converted by the purchaser at their selling rates as published by the Central Bank of Bangladesh on the day of Tender Return.

The Standard Tender Document in Part II, Appendix II, includes one additional Clause with several Sub-clauses, which shall be used for ICT only.

12. Limited Tendering Method (LTM)

- 12.1 LTM is mandatory for procurement exceeding Tk 25 lacs, and up to Tk 1 crore. However, considering the availability, size, complexity and delivery schedule of the **product/service** to be procured, LTM may also be applied where appropriate, even where the value of any contract of goods and related services / non-consulting services to be procured is less than Tk. 25 lacs. BRAC Enterprises are permitted to enlist competitively for LTM.
- 12.2 LTM can be adopted in cases the time and administrative cost required to receive, examine and evaluate a large number of tenders would be disproportionate when compared to the value of the goods and related services / non-consulting services to be procured. The LTM shall be adopted obtaining quotations from enlisted firms/suppliers through written letters or e-mails or faxed correspondences. The selection shall be made without discrimination, i.e. all the enlisted firms or suppliers shall be invited to tender. The firms/suppliers have to be well qualified, reliable and reputed with good standing and rating.
- 12.3 Processing and evaluation of tenders shall be like OTM. However, the time allowed for submission of tenders under LTM shall be not less than 10 (ten) days.

12.4 Procedures for Enlistment of Suppliers

- 12.4.1 The enlistment of firms/suppliers shall be carried out at the beginning of the fiscal year through advertisement in newspaper and BRAC or other web portal for a period of two years. A committee of three members, one each from procurement, finance and the concerned programme will carry out evaluation of the prospective firms/suppliers. The final listing is to be done after necessary approval of the Director Procurement. While listing under the LTM following parameters should be taken into account.

In addition, a potential supplier may apply to be enlisted at any time, and have his/her application properly considered at the time of submission following above described procedure.

- 12.4.2 Suppliers shall show that they possess:

- (i) the professional and technical qualifications and experience to supply the goods and related service / provide non-consulting services for which they are tendering;
- (ii) satisfactory financial resources;
- (iii) satisfactory production/manufacturing/qualified staff capacity, where necessary;
- (iv) after-sales service, where necessary;
- (v) managerial capability, where necessary;
- (vi) prior experience of the goods and related service / non-consulting services for which they are tendering;
- (vii) satisfactory reputation for diligent and non-problematic performance of contracts (repeated arbitration or legal proceedings against the Tenderer taints its reputation);
- (viii) appropriate personnel required to perform the contract, both in terms of numbers and skills; and
- (ix) Suppliers shall show that they have fulfilled their obligations to pay taxes.

- 12.4.3 In order to verify that a potential supplier meets the requirements specified above BRAC will check the documentary evidence or other information from appropriate authority or organization that shows the potential supplier.

12.5 Professional and Technical Capacity:

To prove their professional and technical capacity, suppliers shall provide/submit the following:

- (i) provide documentary evidence to show they are enrolled in the relevant professional or trade organizations registered in Bangladesh;
- (ii) provide a description of the firm's technical facilities, its available equipment, its measures for ensuring quality e.g. ISO certification and its design, research and development facilities;
- (iii) provide a list of the major contracts executed in the past three years, with the sums, dates and recipients, public or private, if BRAC so requests;
- (iv) provide a list of client references who may be contacted by the BRAC;
- (v) samples, description and/or photographs of the product to be supplied / service to be provided, the authenticity of which may be certified by a professional institution related to the professional qualifications of the person or firm; and

- (vi) Provide details of the numbers of both technical and administrative personnel employed by the firm.

12.6 Financial Capacity:

To prove their financial capacity, suppliers shall provide/submit the following:

- (i) submit appropriate statements from bankers of the firm's financial resources;
- (ii) submit firm's balance sheets or extracts from them, where publication of a balance sheet is required under company law in the country in which the supplier is established, where applicable; and
- (iii) Submit statement of the firm's overall turnover and its turnover in respect of the goods to which the contract relates for the previous three (3) financial years.

12.7 Legal Capacity

- 12.7.1 The legal capacity shall be confirmed by a power of attorney. This document shall also state that there is no judicial prohibition in place preventing the person, firm or employees from signing a contract with any potential customer or client.

12.8 Taxation Obligations

- 12.8.1 For proof of fulfilment of obligations relating to the payment of taxes, BRAC may ask the Tenderer or Applicant for a certificate issued by the competent authority of Bangladesh or in the case of foreign Tenderers, from the competent authority in that country. The tax certificate shall state:

- (i) tax registration number or tax payer's identification number (TIN);
- (ii) VAT registration number;
- (iii) the year up to which income tax/VAT assessment has been completed; and
- (iv) Confirmation that tax / VAT has been paid regularly.

- 12.8.2 All of the above mentioned criteria will be applied in determining whether a business has the required capability/standing to be an enlisted supplier of BRAC. If required, BPD will have to exercise judgment to determine business capability and suitability of a supplier and deal with exigencies that may arise from time to time, and add to the specific LTM document additional criteria as deemed appropriate.

13. Quotation Method (QM)

- 13.1 BRAC may undertake procurement by means of a QM for the purchase of readily available, standard off-the-shelf commodities, goods and related services and non-consulting services, for which more competitive methods are not justified on the basis of cost or efficiency. QM may also be applied in emergency projects or for urgent relief-type operations including re-establishment of vital services like utilities, communications, shelter, and vital supplies which stem from disasters or conflict. These emergency contracts may involve one or several activities in supply of goods, installation and commissioning, and provision of non-consulting services. BRAC Enterprises are permitted to competitively participate in QM.

An exception applies to BRAC's construction department, which is using for the procurement of services pre-determined rates; those rates are stipulated

in the “Schedule of Rates”, which is issued every two years. The “Schedule of Rates” covers civil works, painting works, mosaic, marble and tiles works, wood works, electrical works, and sanitary and plumbing works. Procurement is done based on experience and qualification of contractors / service providers, subject to that they accept the “Schedule of Rates”.

- 13.2 **Sending RFQ to the Vendors /Tenderers:** A full RFQ must be sent to at least 3 (three) suppliers. All efforts shall be made to always obtain and compare at least three quotations to establish reasonableness of price. Comparison of two quotations is justified only when there is evidence satisfactory to BPD that there are only two reliable sources of supply. It is possible that not all the suppliers invited will respond to the request for quotation. It is, therefore, advisable, for minimizing the risk of getting only one or two quotations, to initially request for more than three quotations. It must be ensured that the concerned suppliers have received such RFQs, and such records or evidences shall be preserved in the files of the purchaser's office.
- 13.3 The concerned officers of BRAC exercise due verification to satisfy him/her that the firms invited to quote are reputable and are suppliers of the goods or services being purchased as part of their normal business. In case the concerned office receives unsolicited quotations, these may be accepted after carrying out a similar exercise to verify the nature and reputation of the firms.
- 13.4 The purchaser requests quotations by letter, fax, telex, electronic messaging etc., (with proof of receipt and record keeping). The request must include the description and quantity of the goods or services as well as the required delivery time and place for the goods or services, including any installation requirements, as appropriate. The request indicates the date by which the quotations are needed.
- 13.5 Suppliers submit their quotations in writing i.e., by fax, telex, letter, or electronic messaging (copies to be kept for the records). Up to 5% performance securities or as otherwise deemed appropriate are required. If by the requested date fewer than three (3) quotations are received, the Head of Procurement (BPD) shall have the following discretionary options: A time extension of up to five (5) days may be implemented, during which the invited suppliers are reminded of the pending quotation request and asked to submit a quotation within the extended time frame; additional suppliers may be provided with the QM document. If after expiry of the extended date still fewer than three (3) quotations are received, then the purchaser may go ahead with purchase formalities on the basis of the available one or two quotations, subject to a price verification to establish whether or not the offered prices are market prices; in the case of extreme urgency, comparison and contracting based on price verification may also be done without granting a time extension.
- 13.6 A maximum submission time of 7 days shall be allowed. Sample RFQ format for goods/ materials is attached as BDP2-1.
- 13.7 **Complete Evaluation of the Quotations:** Immediately after opening of the quotations, the QEC, consisting of the Programme Head, Programme Coordinator and the concerned Procurement Officer of the BPD with necessary vetting from concerned programme, when felt necessary, shall complete evaluation of the quotations received. In the evaluation of the quotations, the QEC shall strictly follow the evaluation procedures stipulated in the RFQ. The QEC shall recommend the award in favour of the tenderer

who has submitted the lowest evaluated quotation fulfilling all terms and conditions of the RFQ.

- 13.8 The lowest evaluated offer shall in principle be selected; pursuant to Clause 15 below, the QEC may recommend negotiations with the providers of the three (3) lowest evaluated quotations (ranked as nos. 1, 2 and 3). To ensure satisfaction of BRAC's requirements (e.g. extreme urgency), specific conditions may be added, such as but not limited to:
- (i) **Qualification criterion:** delivery is required within X days of signature of Purchase Order by both parties. Failure to meet this requirement renders a quotation unacceptable. All quotations able to meet the requirement then are evaluated on the same basis, i.e. of those quotations that meet the technical specifications, the lowest priced one is awarded the Purchase Order; and/or
 - (ii) **Evaluation criterion:** delivery is required within X days of signature of Purchase Order by both parties. For every day that a quoted delivery is later than this, the price stated in the quotation will, for the purpose of quotation evaluation only, be increased by Y%.

- 13.9 The value of goods and related services / non-consulting services to be procured under QM method shall be less than Tk. 25 lacs.

- 13.10 **Issuing Purchase Order:** Purchase order shall be issued following the sample format attached at Form BPD 2-5 (goods and related services) BPD 4-5 (non-consulting services).

14. Direct Purchasing Method (DPM)

- 14.1 BRAC may use DPM for procuring goods and related services / non-consulting services from one single source without going through all the requirements of a full tendering process within the permitted thresholds. However, this method shall under no circumstances be used as a means of avoiding competition or for favouring any particular tenderer, except as mentioned in the following sub-sections 14.3 to 14.9. .

In the case of a requirement to apply DPM beyond the permitted thresholds (14.10 below), a decision to use this method shall be approved in writing by financial authority as per TOA of HRPP. These cases are limited to those listed in 14.3 to 14.9 below.

- 14.2 The Head of Procurement should strictly control the DPM in order to ensure that there is no abuse and its use is restricted to the circumstances stated in subsequent paragraphs.
- 14.3 Procurement of goods and related services / non-consulting services for use at field level for advancing the causes of poverty alleviation (provision of small portions of land and/or cattle/goats/poultry and/or seed to poor families), emergency health care (epidemics) and non-formal primary education for poor rural people and community.
- 14.4 For additional deliveries / service provisions, which are required as partial replacement of existing supplies or as an extension of existing supplies or spare parts for existing equipment not exceeding 15% of the original contract value.
- 14.5 For occasional purchases of perishable commodities, such as fresh fruits, vegetables and other similar items. The prices for such items may vary on a

daily basis or even during the day and so the procurement of such goods is generally carried out on the basis of the price valid at the time of purchase.

- 14.6 For the purchase of emergency relief goods and related services / non-consulting services for disaster/natural calamities (flooding, typhoons, etc.) within Bangladesh when time is most critical.

- 14.7 To purchase BRAC sponsored vegetable, fruits, floriculture, and horticulture items etc. for eventual export to overseas countries; BRAC is providing seed to poor farmers, assists those farmers through development programmes, and then buys the produce from the same farmers for export purpose.

This also applies to similar development programmes (including 14.3 above), such as collecting waste paper from BRAC operations, provide it to poor programme participants, who in turn recycle the paper and produce envelopes from it; BRAC then buys those envelopes from the programme participants.

All such similar procurement shall be clearly stated in the relevant programme documents, and be approved in writing by the Chairman or an officer authorized by him as being exempt from BPGIP at the time of programme design. If such relevant programmes are terminated or newly introduced, 14.3 and/or 14.7 shall be amended accordingly.

- 14.8 For proprietary items, which are only available from one (1) source; an example is nitrogen. This procurement is to be approved in writing by the Financial Authority as given in the TOA.

- 14.9 For goods and related services / non-consulting services, which are required to immediately resolve breakdowns of equipment vital to running BRAC's operations (e.g. generators, lifts, vehicles, and similar equipment). Such procurement is to be approved in writing by the Financial Authority as given in the TOA.

In terms of BRAC's construction department, such exception shall apply in situations of breakdowns in buildings (electrical problems, leakages, piping, and similar occurrences) which, if not attended to immediately, would endanger staff, property or equipment in such buildings.

- 14.10 Where the value of the goods and related services / non-consulting services to be purchased is so low that to conduct an OTM or a LTM or even a QM would not be cost effective. The financial limit of these purchases shall be Tk.20,000 for single item and Tk.75,000 for multiple items for each purchase proposal. Post facto sanction is to be taken from CFA for these purchases.

15. Post Tender Negotiations and Guidelines for PTN

- 15.1 Post Tender Negotiations (PTN) may be conducted, after completion of the evaluation process and determination of the lowest evaluated bidder, and as recommended by the TEC (QEC) in writing, either only with the lowest evaluated bidder or alternatively with the three (3) lowest evaluated bidders (ranked as nos. 1, 2 and 3).

- 15.2 PTN must be recommended anonymously by all members of the TEC (QEC), and shall be authorised by CFA; the authorising CFA may not be a member of the TEC. All members of the TEC (QEC) are to strictly follow the code of ethics as stated in the HRPP, and negotiations shall be for the benefit of BRAC operations and not for personal benefits.

- 15.3 PTN may include price, delivery time, partial shipments, quantities, packaging, specifications, and scope of services; issues to be included in the PTN must be clearly recommended by TEC (QEC), and may not be changed once approved or during the negotiations.
- 15.4 **PTN must be a controlled and documented process.** It should not be used automatically on all procurement and before recommending PTN the following must be met:
- (i) There must be a considered an soundly based prospect of improving value for money;
 - (ii) It must be possible to justify the resource costs;
 - (iii) It must be subject to CFA prior approval (see to 15.2 above);
 - (iv) All members of the TEC (QEC) must be part of the negotiations, and at least one TEC (QEC) member must be a trained and experienced procurement staff; and
 - (v) The negotiations must be fully documented, so that a clear audit trail is left.
- 15.5 **PTN must have a clear audit trail** so that the use of PTN can be justified and shown to have been conducted in a fair manner. The relevant contract files should clearly show:
- (i) The justification for the use of PTN;
 - (ii) The approval of PTN;
 - (iii) The aim of the negotiations;
 - (iv) The methods used;
 - (v) A precise record of all exchanges, written and verbal; and
 - (vi) CFA approval of the award of contract.
- 15.6 **PTN must not:**
- (i) Be conducted in ways which put tenderers at a disadvantage, distort competition or adversely affect trust in the competitive tendering process; and
 - (ii) In particular be any form of “Dutch auction”: unfairly trading one tenderer against another by using the lowest tender to seek a reduction in time or cost from the other tenderers and then repeating the process.

16. Consulting Services

16.1 Introduction

In principle the basic guidelines contained in these BPGIP do largely also apply to the procurement of consulting services.

However, consulting services are procured through the Request for Proposals (RFP) and those proposals shall be delivered in two separate envelopes, i.e. the technical and financial proposals will be submitted at the same time but in separately sealed envelopes. Also evaluations will be split into two steps: first the technical evaluation, where the evaluators shall not know the price of each proposal, and only on completion and approval of the technical evaluation the financial evaluation shall take place.

The proposal to be selected for award is the one that achieves the highest points by combining and weighing the technical and financial scores of each evaluated proposal.

The following content of these BPGIP shall not apply to the procurement of consulting services:

- (a) Procurement Plan, Grouping and Packaging; each consulting service shall in principle be procured through a separate RFP;
- (b) Field Procurement; all Consulting Services shall be procured by BPD;
- (c) Procurement Methods; those applicable for Consulting Services are listed in 16.2 below;
- (d) Post Tender Negotiations; PTN shall be limited to the proposal achieving the highest score in the combined technical and financial evaluation; and
- (e) Tender and Performance Guarantees are not used for the procurement of Consulting Services, and Advance Payments should only be used in exceptional cases, i.e. where the consultant has large expenses at the beginning of the assignment (purchase of expensive equipment, etc.).

16.2 Procurement Method

Procurement of Consulting Services under BPGIP will be governed by the following three methods for consulting services:

- (i) Quality and Cost Based Selection under open tendering (QCBS-O), by inviting consulting firms based on a competitive Call for Expressions of Interest (EoI) and subsequent short-listing;
- (ii) Quality and Cost Based Selection under limited tendering (QCBS-L), by inviting consulting firms based on a short-list prepared by BRAC without advertising; and
- (iii) Single Source Selection (SSS), where only one selected consultant is invited to submit a proposal.

All documents attached at Part IV of these BPGIP can be used for both, procurement of national and international consultants.

16.3 Terms of Reference

The Terms of Reference (TOR) are in a way the most important and key document in the procurement of Consulting Services, both for BRAC and the invited consultants.

A good set of well prepared TOR will enable consultants to provide responsive proposals, and also will facilitate BRAC's technical evaluation process.

TOR should be prepared in cooperation between the department/programme of BRAC requesting the consulting services and BPD, and shall at least consist of the following parts when describing the assignment:

- (a) Background information;
- (b) Objectives of the assignment, both general and specific;
- (c) Scope of the required consultancy services;
- (d) Expected outputs and results;
- (e) Risk and assumptions, if applicable;
- (f) Activities, where applicable;

- (g) Period of execution and geographical area to be covered; place of consultancy;
- (h) Personnel required, description for each expert to be consistent with the evaluation grid in the RFP, PDS);
- (i) Reporting requirements;
- (j) Monitoring and evaluation, where applicable; and
- (k) Any other relevant information or provision, depending on the type of assignment (this could include a statement covering assistance/information/equipment provided by the Purchaser, and equipment to be provided by the consultant, etc.).

16.4 **Quality and Cost Based Selection**

Quality and Cost Based Selection (QCBS) is the preferred method, and is split into open tendering (QCBS-O) and limited tendering (QCBS-L).

16.4.1 **Quality and Cost Based Selection (Open Tendering)**

QCBS under Open Tendering (QCBS-O) consists of a Call for Expressions of Interest with subsequent assessment of received Expressions of Interest (EOI) and short-listing of 5 to 7 consultants which are then invited to submit a proposal (technical and financial); if the assessment of the received EOIs produces less than 5 qualified firms, BRAC may add qualified firms from their own or donors' databases. In the case of very particular consultancies, in which worldwide only few firms specialise, all efforts shall be made to list a least 5 such firms, but in any case not less than 3.

QCBS-O must be applied where the estimated value of any resulting contract is more than 1.5 crore. However, QCBS-O may also be applied when the estimated contract value is less than 1.5 crore, e.g. in situations where potentially interested consultants are not known or where open competition is important.

QCBS-O consists of the following steps:

- (a) Preparation of Terms of Reference.
- (b) Placement (advertising) of the call for expressions of interest (BPD 5-2)

The advertising shall widely follow 11.3 of these guidelines, however any such notice shall be placed both in Bangladesh (Bangla/English newspapers, BRAC website) and overseas (online services such as dgMarket and/or UNDB). Exceptions from overseas' advertising may apply in limited cases where services are likely only available in Bangladesh (e.g. preparation of a simple school curriculum in Bangla) and/or international consultants will therefore unlikely respond.

The minimum period allowed for interested consultants to respond with an expression of interest shall be 30 days from the date of the first advertisement. If electronic submission of expressions of interest is permitted (subject to reliable availability of BRAC's email services) this period may be shortened to not less than 15 days.

- (c) Assessment of all received expressions of interest, and short-listing of 5 to 7 firms which are best qualified.
- (d) Invitation of the short-listed consultants and provision of a full request for proposal document (Part V, Appendix III) to all those invited.

The minimum period allowed for invited consultants to respond with a proposal shall be 30 days from the date of distribution of the RFP

document; the RFP document shall be distributed via email and preferably in PDF-format.

- (e) Receipt and opening of received proposals; the proposals will contain 2 envelopes, 1 with the technical proposal and 1 with the financial proposal; only the technical proposal shall be opened while the financial proposals must remain sealed and shall be securely stored.
- (f) Technical evaluation of all received proposals (Part V, Appendix IV, Section 2). Only information contained in the RFP (including TOR) shall be used for evaluation purposes.
- (g) On completion of the technical evaluation, all consultants shall be advised of their technical score, and those achieving at least the minimum technical score stated in the RFP shall be invited to attend the opening of the respective financial proposals.
- (h) Financial and combined evaluation of all received proposals (Part V, Appendix IV, Section 4), resulting in a recommendation for award of contract.
- (i) Contract negotiations.

16.4.2 **Quality and Cost Based Selection (Limited Tendering)**

QCBS under Limited Tendering (QCBS-L) does not require advertising (call for expression of interest); instead the Purchaser will short-list at least 3 qualified consultants; BPD and departments/programmes shall only short-list qualified consultants and may obtain external advice/help in doing so, e.g. request bilateral donors to make available long-lists from their rosters.

QCBS-L must be applied where the estimated value of any resulting contract is more than 50 lacs. However, QCBS-L may also be applied when the estimated contract value is less than 50 lacs, e.g. in situations where sufficient time is available and/or where competition is important.

QCBS-L consists of the following steps:

- (a) Preparation of Terms of Reference.
- (b) Short-listing of at least 3 qualified firms which are best qualified.
- (c) Invitation of the short-listed consultants and provision of a full request for proposal document (Part V, Appendix III) to all those invited.

The minimum period allowed for invited consultants to respond with a proposal shall be 30 days from the date of distribution of the RFP document; the RFP document shall be distributed via email and preferably in PDF-format.

- (d) Receipt and opening of received proposals; the proposals will contain 2 envelopes, 1 with the technical proposal and 1 with the financial proposal; only the technical proposal shall be opened while the financial proposals must remain sealed and shall be securely stored.
- (e) Technical evaluation of all received proposals (Part V, Appendix IV, Section 2). Only information contained in the RFP (including TOR) shall be used for evaluation purposes.
- (f) On completion of the technical evaluation, all consultants shall be advised of their technical score, and those achieving at least the minimum technical score stated in the RFP shall be invited to attend the opening of the respective financial proposals.

(g) Financial and combined evaluation of all received proposals (Part V, Appendix IV, Section 4), resulting in a recommendation for award of contract.

(h) Contract negotiations.

16.5 Single Source Selection

Single Source Selection (SSS) may be used for procurement of consulting services below an estimated contract value of 50 lacs, and may be used for both, consulting firms and individual consultants.

SSS may be used in circumstances such as (i) time is of essence, (ii) only a specific consultant can do the job, (iii) downstream work, i.e. re-appointing an consultant for further work, (iv) positive experience with a consultant, where BRAC wishes to re-appoint the same consultant, and similar.

SSS consists of the following steps:

(a) Preparation of Terms of Reference.

(b) Selection of a qualified consultant (firm or individual).

(c) Invitation of the selected consultant and provision of (i) Terms of Reference, (ii) Financial Proposal Sheet (Form BPD 6-1), and the Draft Contract (in principle the same contract forms as used for QCBS may also be used for SSS; when the contract value small and an individual consultant is invited, a letter of appointment instead of a full contract is also possible – such letter would have to include the most important conditions of appointment).

The minimum period allowed for the selected consultant to respond with a proposal shall be 10 days from the date of invitation.

(g) Verification of technical proposal (if any) against the terms of reference, and also the financial proposal; negotiation of the financial proposal is explicitly permitted for SSS.

(h) Contract negotiations.

17. Information Publishing through Web portal

17.1 To promote transparency and efficiency, information and communication technology shall be utilized in the conduct of procurement procedures. Accordingly there may be a web portal that may serve as the primary source of information on all BRAC procurement.

17.2 Procurement plan shall be posted on the BRAC procurement portal.

18. Financial Power

18.1 **Financial Power.** Detailed financial powers of various executives are incorporated in the Table of Authority of Financial Powers published in the BRAC Human Resources Policies and Procedure (HRPP) and also separately from time to time.

19. Complaints and / or Appeals for Review

19.1 Subject to some conditions as described in 19.2 any tenderer / supplier who claims to have suffered or who may suffer loss or damages or received /

faced or may receive/ face injustices due to a breach of a duty imposed on the concerned BRAC officials and /or staff by the Guidelines and Procedures, may complain or appeal for review against non or improper application of a procedural requirement or a decision made by an individual or a committee with respect to procurement of goods and related services for BRAC.

- 19.2 The choice of procurement methods for goods and related services / non-consulting services and a decision by the Purchaser to reject all tenders shall not be the basis for a complaint/appeal.
- 19.3 A tenderer/supplier shall submit his/her complaint/appeal for consideration through the three stages in consecutive order, e.g. Director (Monitoring and Audit), Chairman, and the Ombudsman of BRAC.
- 19.4 A tenderer/supplier shall submit its complaint, in writing within ten (10) working days of when he/she became aware of the circumstances giving rise to the complaint. This should be supported by material evidences.
- 19.5 A tenderer /supplier shall submit his/her complaint in the first instance, to the Director (Monitoring and Audit), BRAC. The Director (Monitoring and Audit) shall consider the complaint and decide whether to reject the complaint or to implement any corrective action. He shall issue a written decision to the tenderer /supplier within 15 working days of receipt of the complaint stating either the reasons for the rejection of the complaint or advising on the corrective action that has been taken, copying the decision to the Director, Procurement, BRAC.
- 19.6 When a complaint is being considered at any level, the tender examination, evaluation and approval process will continue, but Notification of Award Letter (NOAL) shall not be issued until final decision on complaint has been received or the supplier does not pursue the complaint at higher level.
- 19.7 If the tenderer/supplier is not satisfied with the written decision or fails to receive the written decision from him within the specified time period stated at 19.5 and wishes to pursue its complaints, he/she shall within 10 working days after the date of receipt of the written decision, address the same complaint in writing to the Chairman, BRAC.
- 19.8 The Chairman, BRAC shall consider the subject matter of the complaint and decide whether to reject the complaint, or implement any corrective action. The complainant will be intimated the decision within 30 working days.
- 19.9 If the tenderer/supplier is not satisfied with the written decision of the Chairman, BRAC or fails to receive the written decision from him within the specified time period stated at 19.8 and wishes to pursue his/her complaint, he/she shall within 15 working days from the date of receipt of the decision shall address the same complaint in writing to the Ombudsman, BRAC.
- 19.10 The Ombudsman, BRAC shall consider the subject matter of the complaint and decide whether to reject the complaint or to implement any corrective action. Within 15 working days of receipt of the complaint the Ombudsman shall issue a written decision to the supplier stating either the reason for the rejection of the complaint or advising on the corrective action that has been taken, copying the decision to the Chairman, BRAC, Director (M&A), BRAC, and Director (Procurement), BRAC.
- 19.11 The decision of the Ombudsman shall be final and concerned purchaser/ officials shall act upon such decision immediately.

20. Monitoring

- 20.1 Monitoring is a part and parcel of the procurement process. There will be two pronged monitoring- one in-house monitoring by the BPD itself through generation of a few reports as incorporated in Part V, Appendix II, of this BPGIP and the other by the BRAC Audit and Monitoring Department. The Monitoring Department will chalk out its own monitoring mechanism from time to time and discuss with and submit monitoring report to the BPD for necessary corrective measures.

21. Conflict of Interest

- 21.1 A conflict of interest arises when an officer involved in the procurement process, including preparatory work such as specifications, participates personally in any particular BRAC procurement matter in which, to his or her knowledge, he or she or any family member or close friend has a financial interest, if that particular matter may have a direct and predictable effect on that interest. Any officer shall report such conflict of interest to his or her immediate supervisor. All TEC (QEC) members shall sign an integrity form prior to evaluation (Part V, Appendix I, Form IF-1, of this BPGIP).

22. Record Keeping

- 22.1 The procedure for record keeping is enumerated in Part V, Appendix III, of this BPGIP.

23. Threshold

- 23.1 The thresholds of financial limits in various methods of purchasing have been incorporated in Part V, Appendix IV, of the BPGIP for guidance and compliance by all concerned.
- 23.2 These thresholds may be, through internal consultations and approval by the Chairman or an officer authorized by him, amended in intervals of not less than eighteen (18) months to adjust for price developments (inflation, devaluation of the Bangladeshi currency).

24. Procurement not covered by these Guidelines

- 24.1 BRAC may occasionally have procurement requirements not covered in nature or size by these guidelines, and such procurement may require specific processes and bidding documents; for such exceptional occurrences documents from other sources (FIDIC, World Bank, etc.) may be used and adapted for the required purpose.

25. Procurement Audits

- 25.1 It is understood that both internal and external financial auditors' guidelines / terms of reference shall include the verification of procurement files on sample basis, and the findings shall be part of the audit reports issued. If the need arises (e.g. when queries are raised within BRAC or by development partners, or if the financial audits do point to weaknesses in procurement), BRAC may appoint in addition a specialised firm to conduct an independent procurement audit. Reference is also made to the Internal Audit Manual (current edition: 01 July 2011).

PART II

Goods and Related Services

Forms and Templates



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PART II

Implementation Procedures

The Procedures for Implementation of the Guidelines are incorporated in the appendices given below. All procurement officials will adhere to these procedures. Deviation to these procedures could only be done with the approval of appropriate authorities.

Appendix I Procedures for Preparation of Procurement Requirement (PR) and Procurement Plan (PP).

Appendix II Standard Tender Document (STD)

Appendix III Standard Request For Quotation (SRFQ)

Appendix IV Drawings

Also applicable are the following Appendices of Part V:

Appendix I Statement of Integrity

Appendix II Monitoring

Appendix III Record Keeping

Appendix IV Procurement Thresholds

APPENDIX I

Procedure for Preparation of Procurement Requirement (PR) and Procurement Plan (PP)

Procurement Requirement (PR)

The Generic Procurement Cycle begins with the defining of the needs. The field offices of each programme will forward their needs to the programme at Head Office. The respective programme will then verify the needs and forward the same to the Finance Department for confirmation of availability of budget. The Finance Department, after such confirmation, will allocate the budget Code No and return the same to the concerned programme. Now this needs will transform into a Procurement Requirement (PR). Similar exercise will be carried out for Head Office requirement.

The consolidated PR is then to be forwarded to the BPD for preparation of the Procurement Plan (PP). The Format of PR is appended below:

Form BPD-PP1

YEARLY PROCUREMENT REQUIREMENT (PR) (01 January-----to 31 December-----)

Program / Department :-----
Name of Office :-----
Signature :-----

Sl N o	Name Of Item	Unit	Qty Reqd	Est. Cost	Delivery Schedul e	Veri fied By	Budget Code	Approved by Director Prog/Depart.	Rema rks
1	2	3	4	5	6	7	8	9	10

Note: Column 1 to 6 is to be filled up by the field offices/sections at HO, Column 8 by the Finance Depart and column 7&9 by the concerned Programme Department.

Preparation of Procurement Plans (PP)

Upon receipt of the PR the BPD will prepare the PP as per the guidelines given in Para 6 to of the BPGIP. The PP identifies the packages for goods that are required under the project / programme/department. It identifies each procurement package, giving it a unique code and considers the expected cost of the package, as well as the anticipated dates when the procurement package will be supplied. A schedule as shown below, comprising BDP-PP 2 and BPD-PP 3 shall be prepared:

Form BPD-PP2 Schedule for PP

SI No.	Activity	Note
1	Package Number	In ascending numerical order (e.g. GD1, GD2, GD3; etc.)
2	Description of Procurement Package	Brief description of the procurement package, expressed in quantifiable terms.
3/4	Unit / Quantity	The unit of supply. (e.g. set, sqm, lump sum) The quantity of the unit required (e.g. 1, 2, 3 etc. or 1,500 etc.)
5	Procurement Method	Procurement Method (e.g. OTM; LTM, DPM etc.)
6	Contract Approving Authority	State here the approving authority that gave approval to the Tender / Proposal Evaluation Report.
7	Source of Funds	Source of Funds (Own or Development Partners e.g. IDA, ADB, EU etc.
8	Estimated Cost	Express the anticipated cost in Taka as per the internationally accepted terminologies e.g. 5 million for 50 lac and so on.
9 - 12	Indicative Dates	There are the three key dates of any procurement activity, the date at which the Procuring Entity invites Tenders, the date at which a Contract is expected to be signed and the expected date of completion of the Contract.
9	Pre-Qualification	Not generally used in Goods, so this shaded column is left blank.
10	Invitation for Tender	State the anticipated date when the Advertisement will be placed and when the Tender Document will be ready for issue.
11	Signing of Contract	State the anticipated date when the Contract will be signed.
12	Completion of Contract	State the anticipated date when the Contract will be completed, excluding any warranty period or defects liability period.

Form BPD-PP3
PROCUREMENT PLAN
(Sample)

SI No.	Package No.	Description of Procurement Package (as per PR)	Unit	Quantity	Procurement Method	Contract Approving Authority	Source of Funds	Estimated Cost in Tk. (Lakh)	Indicative Dates			
									Pre-qualification	Invitation for Tender	Signing of Contract	Completion of Contract
-	1	2	3	4	5	6	7	8	9	10	11	12
1	G1	Supply & installation of Computer Equipment	Set	110	OTM		EU	110		14 Jun 11	15 Sept 11	15 Nov 11
2	G2	Supply & Delivery of Office Furniture	Set	50	LTM		Own	50		14 Jun 11	14 July 11	30 Sept 11
3	G3	Station Wagons (4 x 4)	No	5	OTM		EU	175		21 July 11	19 Sept 11	01 Dec 11
4	G4							0.000				
5	G5							0.000				
6	G6							0.000				
7	G7							0.000				
7	G7							0.000				
8	G8							0.000				
9	G9							0.000				
10	G10							0.000				
11	G11							0.000				
12	G12							0.000				
13	G13							0.000				
14	G14							0.000				
Total Value								230,000				

APPENDIX II

Standard Tender Documents (STD) For Open Tendering and Limited Tendering Methods

Guidance Notes

1. These guidance notes have been prepared to assist in the preparation and use of the Standard Tender Document (STD) for the procurement of Goods and Related Services under OTM (incl. ICT) and LTM. All contracts awards are to be made in principle to the lowest evaluated tender; however, pursuant to Part I, Clause 15 of this BPGIP, the TEC may recommend negotiations with the three (3) lowest evaluated bidders (ranked as nos. 1, 2 and 3).
2. This document will be used for the Open Tendering Method (incl. ICT) and also for the Limited Tendering Method, whereby tenders are invited from a list of enlisted tenderers, and in such latter instances (i.e. LTM only) the advertising of such invitations will not be required.
3. STD is based upon internationally acceptable model formats, which have been adapted to suit the particular needs of procurement within BRAC. The STD has 9 Sections, of which **Section 1 Instruction to Tenderer (ITT) and Section 3 General Conditions of Contract (GCC) must not be altered or modified under any circumstances.**
4. The way in which the BRAC Procurement Department (BPD) addresses its specific needs is through the information provided in the **Tender Data Sheet (TDS)** and the detailed requirements of the procurement in the **Technical Specification (TS)** and/or the **Drawings**, if any.
5. STD, 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 BPD can fairly, transparently and accurately carry out a tender evaluation process on the tenders submitted by the tenderers.
6. The following briefly describes the Sections of STD and how it should be used when preparing a particular Tender Document. PLEASE NOTE that Section 5, Section 6 and Section 8 do NOT form part of the STD given to prospective tenderers – those are simply listed to keep the sequence of the process.

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. This section also contains the criteria to be used by the purchaser i.e. the BPD in order to determine the lowest evaluated tender and the qualifications of the tenderer to perform 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 (ITT).

Section 3: General Condition of Contract (GCC)

This Section provides the General Conditions of Contract that will apply to the contract that is issued to the successful tenderer. **The text of the clauses in this Section shall not be modified.**

Section 4: Special Conditions of Contract (SCC) .

This section provides clauses specific to the particular contract that modify or supplement Section 3: General Conditions of Contract (GCC).

Section 5: Tender Preparation Forms.

This section consists of the Requisition Form, the computer generated IFT and the IFT for advertisement, both single and multiple.

Section 6: Tender Opening Steps and Forms.

This section consists of the forms, which are required during tender opening e.g. Tender Dropping Record Sheet, Tender Opening Sheet etc.

Section 7: Tender Submission Forms.

This section provides the standard format for the Tender Submission Sheet, Price Schedule, Specification Submission Sheet, Manufacturer's Authorisation Letter and Tender Security Form to be submitted by the tenderer.

Section 8: Tender Evaluation Forms.

This section consists of the forms that will be required during tender evaluation e.g. Comparative Statement (CS) and Report on Tender Evaluation.

Section 9: Contract Forms.

This section contains the Notification of Award and the Contract Agreement Forms, which when completed, incorporates any corrections or modifications to the accepted tender relating to amendments permitted by the ITT, the GCC and the PCC. The Performance Security, the Advance Payment Security and the Schedule of Requirements are also part of the contractual agreement. The Schedule of Requirements provides for the list of Goods, Delivery Schedule, List of related services and Completion Schedule, which must be carefully prepared by the BPD for each procurement case.

BRAC Head Office
BRAC Centre, 75, Mohakhali, Dhaka 1212

TENDER DOCUMENT

*[Enter here the nature of the goods and related services to be
procured]*

Invitation for Tender No:
Issued on:
Tender Package No:

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Standard Tender Document

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STANDARD TENDER DOCUMENTS (STD)

Section 1: Instructions to Tenderers (ITT)

A. General

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| 1. Scope of Tender | <p>1.1 The Purchaser indicated in the Tender Data Sheet (TDS), issues this Tender Document for the supply of Goods, and Related Services incidental thereto, as identified in the TDS and as specified in detail in Section 7: Tender Submission.</p> <p>1.2 The successful Tenderer will be required to complete the delivery of the goods and related services (if applicable), as specified in Section 7.</p> <p>1.3 Throughout this Tender Document:</p> <ul style="list-style-type: none">(a) The term “in writing” means communicated in written form with proof of receipt;(b) If the context so requires, singular means plural and vice versa; and(c) “Day” means calendar day. |
| 2. Source of Funds | <p>2.1 The Purchaser has been allocated 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.</p> <p>2.2 For the purpose of this provision, “funds” means any monetary resources appropriated to BRAC, or revenues generated by BRAC and its entities or aid grants and credits put at the disposal of BRAC by the development partners through the Government or directly through bilateral agreement/ understanding.</p> <p>2.3 Payments by the development partner, if so indicated in the TDS, will be made only at the request of BRAC and upon approval by the development partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subjected in all respects to the terms and conditions of that Agreement.</p> |
| 3. Corrupt, Fraudulent, Collusive or Coercive Practices | <p>3.1 The BRAC requires that Tenderers and Suppliers shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts.</p> <p>3.2 In pursuance of this requirement, the Purchaser shall:</p> <ul style="list-style-type: none">(a) Exclude the Tenderer from participation in the procurement proceedings concerned or reject a proposal for award and(b) Declare a Tenderer ineligible, either permanently or for a stated period of time, from participation in procurement proceedings under public funds; if it, at any time, determines that the Tenderer has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under BRAC funds. <p>3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Purchaser, it shall, in the first place, allow the Tenderer to provide an explanation and shall, take</p> |

actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Tenderer concerned. Any communications between the Tenderer and the Purchaser related to matters of alleged fraud, corruption, collusive or coercive practice shall be in writing.

3.4 The Tenderer shall be aware of the provisions on fraud, corruption, collusive and coercive practices stated in GCC Clause 3.

3.5 The Purchaser's personnel have an equal obligation not to solicit, ask for and/or use coercive, collusive, corrupt or fraudulent methods to obtain personal benefits in connection with the said proceedings.

4. Eligible Tenderers

4.1 This Invitation for Tenders is open to eligible Tenderers from all countries, **except for any specified in the TDS**. This criterion shall also apply to the determination of the nationality of proposed sub-suppliers for any part of the Contract including Related Services.

4.2 A Tenderer may be a physical or juridical individual or body of individuals, or company, invited to take part in a Tender in response to an Invitation for Tenders. Furthermore, a Tenderer is permitted to form a Joint Venture, Consortium or Association (JVCA) in preparing and submitting this Tender; tenders submitted by a joint venture of two or more partners shall comply with the following requirements:

- (a) The tender, and in case of successful tender, the Contract, shall be signed so as to be legally binding on all partners;
- (b) One of the partners shall be authorised to be in charge; and this authority shall be evidenced by submitting a power of attorney signed by legally authorised signatories of all the partners;
- (c) The partner in charge shall be authorised to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture;
- (d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorisation mentioned under (b) above as well as in the Tender Submission Form and the Contract (in case of a successful tender); and
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

4.3 A BRAC-owned enterprise in Bangladesh may also participate in the Tender under the same conditions as any other tenderer, and no advantages shall be given to such BRAC-owned enterprises.

4.4 The Tenderer shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITT Sub-Clause 3.3.

4.5 The Tenderer with a consistent history of litigation or a number of arbitration awards against it, **as specified in the TDS**, shall not be eligible to tender. The Tenderer shall supply the information requested in the Tenderer Information Form.

4.6 The Tenderer shall have the legal capacity to enter into the Contract.

- 4.7 The Tenderer shall not be insolvent, be in receivership, be bankrupt or being wound up, its business activities shall not be suspended, and it shall not be the subject to legal proceedings for any of the foregoing.
- 4.8 The Tenderer shall have fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.
- 5. Eligible Goods and Related Services**
- 5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country **specified in the TDS**.
- 5.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied.
- 5.3 The origin of goods and services is distinct from the nationality of the Tenderer.

B. Tender Document

- 6. Tender Document: Sections**
- 6.1 The Sections comprising the Tender Document are listed below and should be read in conjunction with any amendment issued in accordance with ITT Clause 8.
- Section 1: Instructions to Tenderer;
 - Section 2: Tender Data Sheet;
 - Section 3: General Conditions of Contract (GCC),
 - Section 4: Special Conditions of Contract (SCC) ,
 - Section 5: Tender Submission Forms; and
 - Section 6: Contract Forms
- 6.2 The Purchaser will reject any Tender submission if the Tender Document was not purchased directly from the Purchaser, or through its agent, **as stated in the TDS**.
- 6.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in Tender Amendments, if any. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.
- 7. Tender Document: Clarification**
- 7.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchaser's address **indicated in the TDS**. The Purchaser will respond in writing to any request for clarification received no later than five (5) days prior to the deadline for submission of Tenders.
- 7.2 The Purchaser shall forward copies of its response to all those who have purchased the Tender Document, including a description of the enquiry but without identifying its source.
- 7.3 Should the Purchaser deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 8 and ITT Sub-Clause 24.3.
- 8. Tender Document: Amendment**
- 8.1 At any time prior to the deadline for submission of Tenders, the Purchaser for any reason, on its own initiative or in response to a clarification request in writing from a Tenderer, having purchased the Tender Document, may amend the Tender Document by issuing an

amendment.

- 8.2 Any amendment issued shall become an integral part of the Tender Document and shall be communicated in writing to all those who have purchased the Tender Document.
- 8.3 To give a prospective Tenderer reasonable time in which to take an amendment into account in preparing its Tender, the Purchaser may, at its discretion, extend the deadline for the submission of Tenders. In the event that an amendment is issued with a period of only one-third or less of the Tendering period remaining, then the deadline for the submission of Tenders may be extended by the Purchaser, if so requested by a substantial number of Tenderers, provided the delivery schedule so permits.

C. Qualification Criteria

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| 9. Tenderer-
General
Criteria | <p>9.1 The Tenderer shall possess the necessary professional and technical qualifications and competence, financial resources, production capability with equipment and other physical facilities, including after-sales service where appropriate, managerial capability, specific experience in the procurement object, reputation, and the personnel to perform the contract.</p> <p>9.2 To qualify for a multiple number of lots in a package for which tenders are invited in the Invitation for Tenders, the Tenderer shall demonstrate having resources and experience sufficient to meet the aggregate of the qualifying criteria for the individual lots.</p> |
| 10. Tenderer:
Experience
Criterion | <p>10.1 The Tenderer shall have the following minimum level of supply experience to qualify for supplying the Goods and Related Services under the contract:</p> <ul style="list-style-type: none">(a) specific experience in the supplying of similar goods and related services as specified in the TDS; and(b) A minimum production capacity or availability of equipment as specified in the TDS. <p>10.2 In the case of a Tenderer offering to supply standard off-the-shelf goods that the Tenderer did not manufacture, the Tenderer shall furnish the Manufacturer's printed brochure describing the goods and their performance</p> <p>10.3 In the case of a Tenderer offering to supply goods which the Tenderer did not manufacture or otherwise produce, the Tenderer shall submit a Manufacturer's Authorisation Letter (Form BPD1-16) in the format indicated in Section 7: Tender Submission as stated in the TDS.</p> |
| 11. Tenderer:
Financial
Capacity | <p>11.1 The Tenderer shall demonstrate that it has satisfactorily completed supply of similar goods of value under at least three (3) contracts over a period as stated in the TDS.</p> <p>11.2 The Tenderer shall have the availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the TDS.</p> |

D. Tender Preparation

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| 12. Tender: Only
One | <p>12.1 A Tenderer shall submit only one Tender for the total requirement. A Tenderer who submits or participates in more than one Tender will cause all the Tenders with that Tenderer's participation to be rejected.</p> |
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- 13. Tender: Preparation Costs** 13.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 14. Tender: Language** 14.1 The Tender, as well as all correspondence and documents relating to the Tender shall be written in English or Bangla language, **unless otherwise specified in the TDS**. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.
- 14.2 The Tenderer shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 15. Tender: Contents of Tender Submission** 15.1 The Tender prepared by the Tenderer shall comprise of the:
- (a) Completed Tender Submission Letter (Form BPD1-11).
 - (b) Completed Price Schedule (Form BPD1-12).
 - (c) Completed Schedule of Goods, Related Services and Spare parts (Form BPD 1-13).
 - (d) Technical Specification of the Goods and Compliance (Form BPD1-14).
 - (e) Tenderer Information (Form BPD1-15).
 - (f) Manufacturer's Authorisation Letter (Form BPD1-16), if required.
 - (g) Original Tender Security, completed in accordance with ITT Clause 21, if required.
 - (h) Any **other document as specified in the TDS**.
- 16. Tender: Alternatives** 16.1 Alternative Tenders shall not be considered, **unless otherwise stated in the TDS**.
- 17. Tender: Prices and Discounts** 17.1 Tenders are being invited either for individual lots or for any combination of lots. For each lot offered Tenderers must quote for 100% of the items specified and for the full quantity of each item. **If so indicated in the TDS** Contracts may be awarded on a lot-by-lot basis and Tenderers wishing to offer any price reduction for the award of more than one Contract shall specify in their Tender the price reductions applicable to each lot or combination of lots.
- 18. Tender: Prices and Currency** 18.1 The Tender shall state against each Item required both the Unit Price and the Total Price for the quantity required. For any item listed in the Schedule against which the Tenderer does not quote, it shall be assumed that the Tenderer is unable to supply that item and the Tender will be considered non-responsive.
- 18.2 All prices shall be quoted in Bangladesh Taka and shall not be subject to variation on any account.
- 19. Tenderer: Disqualification** 19.1 The Purchaser shall disqualify a Tenderer who submits a document containing false information or misleads or makes false representations in relation to any aspect of the tender process. If such an occurrence is proven, the Purchaser may declare such a Tenderer ineligible, either permanently or for a stated period of time, to participate in future procurement proceedings.
- 19.2 The Purchaser may disqualify a Tenderer who has a record of poor

performance, such as abandoning the supply, not properly completing the contract (i.e. more than one contract not completed as per the contract conditions), inordinate delays (i.e. more than one contract where the agreed delivery time was exceeded by more than 100%), litigation history or financial failures.

**20. Tender:
Validity**

- 20.1 Tenders shall remain valid for the period **specified in the TDS** after the deadline of Tender submission prescribed by the Purchaser pursuant to ITT Sub-Clause 24.1. The Purchaser shall reject as non-responsive any Tender that is valid for a shorter period than **specified in the TDS**.
- 20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Purchaser may solicit the Tenderers' consent to an extension of the period of validity of their Tenders. The request and the responses shall be made in writing. The Tender Security provided under ITT Clause 21, shall also be suitably extended promptly. 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.

**21. Tender
Security**

- 21.1 The Tenderer shall furnish as part of its Tender, a Tender Security in original form and in an amount in Taka, **as specified in the TDS**.
- 21.2 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 bank guarantee issued by a Scheduled Bank of Bangladesh in the format furnished in Section 7: Bank Guarantee for Tender Security (Form BPD1-17); a foreign bank may provide a bank guarantee through its corresponding bank in Bangladesh;
 - (b) Be payable promptly upon written demand by the Purchaser in the case of the conditions listed in ITT Sub-Clause 21.5 being invoked; and
 - (c) Remain valid for a period of twenty-eight (28) days beyond the original validity period of Tenders, or beyond any period of extension subsequently requested in ITT Sub-Clause 20.2
- 21.3 If a Tender Security is required, the Purchaser shall reject as non-responsive any Tender not accompanied by a valid Tender Security.
- 21.4 Unsuccessful Tenderers' Tender Security will be discharged or returned within twenty-eight (28) days of the end of the Tender validity period specified in ITT Sub-Clause 20.1 and 20.2 or within ten (10) days after the signing of the contract with the successful Tenderer, whichever is earlier. The Tender Security of the successful Tenderer will be discharged immediate upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT Clause 44 and signing the Contract Agreement pursuant to ITT Clause 45.
- 21.5 The Tender Security may be forfeited:
- (a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Submission Letter, except as provided in ITT Sub-Clause 20.2; or
 - (b) If the successful Tenderer fails to:
 - (i) Accept the correction of its Tender Price pursuant to ITT Sub-Clause 33; or

- (ii) Furnish a Performance Security in accordance with ITT Clause 44; or
- (iii) Sign the Contract in accordance with ITT Clause 45 cc.

22. Tender Format and Signing

- 22.1 The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Sub-Clause 15.1 and clearly mark it "ORIGINAL". In addition, the Tenderer shall prepare copies of the Tender **as stated in the TDS** and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.
- 22.2 The original and copy of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tenderer. This authorisation shall consist of a written authorisation and shall be attached to the Tenderer Information Sheet. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the original and of each copy of the Tender, except for un-amended printed literature, shall be numbered sequentially and signed or initialled by the person signing the Tender.
- 22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person(s) signing the Tender.

E. Tender Submission

23. Tender: Sealing and Marking

- 23.1 The Tenderer shall enclose the original in one (1) envelope and all the copies of the Tender in another envelope, duly marking the envelopes as "ORIGINAL" and "COPY." The two (2) envelopes shall then be enclosed and sealed in one (1) single outer envelope.
- 23.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Tenderer;
 - (b) be addressed to the Purchaser at the address **as specified in the TDS**;
 - (c) bear the name of the Tender and the Tender Number **as specified in the TDS**; and
 - (d) bear a statement "DO NOT OPEN BEFORE..." *<insert the time and date for Tender opening as specified in the TDS>*.
- 23.3 If all envelopes are not sealed and marked as required by ITT Sub-Clause 23.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the Tender.

24. Tender: Submission Deadline

- 24.1 Tenderers must submit their Tenders to the Purchaser, at the address specified in ITT Sub-Clause 23.2, no later than the date and time **specified in the TDS**.
- 24.2 Tenders may be hand delivered, posted by registered mail or sent by courier. The Purchaser shall, on request, provide the Tenderer with a receipt showing the date and time when its Tender was received.
- 24.3 The Purchaser may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITT Clause 8, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline shall thereafter be subject to the new deadline as extended.

25. Tender:

- 25.1 Any Tender received by the Purchaser after the deadline for submission of

- Submitted Late** Tenders in accordance with ITT Clause 24 shall be declared late, will be rejected, and returned unopened to the Tenderer.
- 26. Tender: Withdrawal or Modification or Substitution**
- 26.1 A Tenderer may withdraw, modify or substitute its Tender after it has been submitted by sending a written notice, duly signed by the original authorised representative, in accordance with ITT Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The written notice must be:
- (a) In the case of a WITHDRAWAL, be submitted in a sealed envelope, clearly identifying the relevant Tender and marked WITHDRAWAL;
 - (b) In the case of a MODIFICATION or SUBSTITUTION, be submitted in a sealed envelope, with the relevant modified or substituted documents, clearly identifying the relevant Tender and marked MODIFICATION or SUBSTITUTION as applicable; and
- 26.2 Be received by the Purchaser prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 24.
- 26.3 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 26.1 shall be returned unopened to the Tenderers, only after the Tender opening.
- 26.4 No Tender shall be withdrawn or modified after the deadline for submission of Tenders specified in ITT Clause 24.

F. Tender Opening and Evaluation

- 27. Tender: Opening**
- 27.1 The Purchaser shall open the Tenders in public, including modifications made pursuant to ITT Clause 26, at the time, on the date, and at the place **specified in the TDS**. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 26 shall not be opened. Tenderers or their authorised representatives shall be allowed to attend and witness the opening of Tenders, and shall sign a Tender Opening Seet evidencing their attendance. The following forms are to be maintained and records kept:
- a. Record of Tender Dropping (Form BPD 1-6).
 - b. Tender Opening Sheet for BRAC Officials (Form BPD 1-7).
 - c. Tender Opening Sheet for Participating Tenderers (Form BPD 1-8).
 - d. Statement of Tender Security (Form BPD 1-9).
 - e. Comparative Statement of the Quoted Prices (Form 1- 10).
- 27.2 The name of the Tenderer, Tender withdrawals or modifications or substitutions, total amount of each Tender, number of corrections, discounts, and the presence or absence of a Tender Security, if required, and such other details as the Purchaser, at its discretion, may consider appropriate, shall be read out aloud and recorded. Only those prices and discounts read out at the Tender opening shall be considered for evaluation. All pages of the original of the Tenders, except for un-amended printed literature, will be initialled by a minimum of three (3) members of the Tender Opening Committee.
- 27.3 Minutes of the Tender opening shall be made by the Purchaser and furnished to any Tenderer upon receipt of a written request. The minutes shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal or modification or substitution, the Tender Price, including any discounts and alternatives offered, if permitted, and the presence or absence of a Tender Security, if one was required.

- 27.4 Tenders not opened and read out at the Tender opening shall not be considered, irrespective of the circumstances, and shall be returned unopened to the Tenderer.
- 27.5 No Tender shall be rejected at the Tender opening, except for late Tenders, which shall be returned unopened to the Tenderer pursuant to ITT Clause 25.
- 28. Tender: Confidentiality**
- 28.1 After the opening of Tenders, information relating to the examination, clarification, and evaluation of Tenders and recommendations for award shall not be disclosed to Tenderers or other persons not officially concerned with the evaluation process until after the award of the Contract is announced.
- 29. Tender: Clarification**
- 29.1 The Purchaser may ask Tenderers for clarification of their Tenders in order to facilitate the examination and evaluation of Tenders. The request for clarification and the response shall be in writing, and any changes in the prices or substance of the Tender shall not be sought, offered or permitted, except to confirm the correction of arithmetical errors discovered by the Purchaser in the evaluation of the Tenders, in accordance with ITT Clause 33.
- 30. Tenderer: Contacting the Purchaser**
- 30.1 Following the opening of the Tenders and until the Contract is signed no Tenderer shall make any unsolicited communication to the Purchaser or try in any way to influence the Purchaser's examination and evaluation of the Tenders.
- 30.2 Any effort by a Tenderer to influence the Purchaser in its decisions on the examination, evaluation, comparison, and post-qualification of the Tenders or Contract award may result in the rejection of its Tender.
- 30.3 Notwithstanding ITT Sub Clause 30.1, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Purchaser on any matter related to the tendering process, it should do so in writing.
- 31. Tender: Responsiveness**
- 31.1 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 31.2 A substantially responsive Tender is one that conforms in all respects to the requirements of the Tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way or is inconsistent with the Tender Document, the Purchaser's rights or the Tenderer's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 31.3 If a Tender is not substantially responsive to the Tender Document it shall be rejected by the Purchaser and shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation or omission.
- 31.4 There shall be no requirement as to the minimum number of responsive

Tenders.

- 32. Tender: Non-conformities, Errors, and Omissions**
- 32.1 The Purchaser may regard a Tender as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in Tender Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Tender.
- 32.2 Provided that a Tender is substantially responsive, the Purchaser may request that the Tenderer submits the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure by the Tenderer to comply with the request may result in the rejection of its Tender.
- 33. Tender: Correction of Arithmetical Errors**
- 33.1 Provided that the Tender is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless, in the opinion of the Purchaser, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 33.2 Any arithmetical error or other discrepancy, as stated in ITT Sub-Clause 33.1, is found it shall be immediately notified to the concerned Tenderer.
- 33.3 Any Tenderer that does not accept the correction of errors as determined by the application of ITT Sub-Clause 33.1 shall have its Tender disqualified and its Tender Security may also be forfeited.
- 34. Tender: Preliminary Examination**
- 34.1 The Purchaser shall firstly examine the Tenders to confirm that all documentation requested in ITT Clause 15 has been provided, and to determine the completeness of each document submitted.
- 34.2 The Purchaser shall assess whether the Tenderer's Qualifications as per ITT Clauses 9 to 11 are met; Tenderers are required to satisfy, on a Yes/No or Pass/Fail basis, all stipulated qualification requirements. Any negative determination by the Purchaser will result in rejecting the Tender as non-responsive without the need for further evaluation as per ITT Clauses 35 and 36.
- 35. Tender: Technical Evaluation**
- 35.1 The Purchaser shall secondly examine the Tender to confirm that, the Tenderer without any material deviation or reservation, has accepted all terms and conditions specified in the GCC.
- 35.2 The Purchaser shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 15, to confirm that all requirements specified in Section 7: Tender Submission, have been met without any material deviation or reservation.

- 35.3 If, after the examination of the terms and conditions and the technical aspects of the Tender, the Purchaser determines that the Tender is not substantially responsive in accordance with ITT Clause 31, it shall reject the Tender.
- 36. Tender: Financial Evaluation**
- 36.1 The Purchaser shall evaluate each Tender that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 To evaluate a Tender, the Purchaser shall consider the following:
- (a) The Tender price as quoted in accordance with ITT Clauses 18, excluding local taxes (VAT and other taxes) which will be payable on the goods if a contract is awarded; and
 - (b) Price adjustment for correction of arithmetical errors pursuant to ITT Sub-Clause 33.
- 36.3 If so **indicated in the TDS** (ITT Sub-Clause 17.1), the Tender Document shall allow Tenderers to quote separate prices for one or more lots, and shall allow the Purchaser to award contracts including one or multiple lots to more than one Tenderer following the methodology specified in ITT Sub-Clause 36.4.
- 36.4 To determine the lowest evaluated lot, or combination of lots, the Purchaser shall:
- (a) evaluate only the lot or lots which comply with the requirements specified in ITT Sub-Clause 17.1;
 - (b) take into account:
 - (i) the resources sufficient to meet the aggregate of the qualifying criteria for the individual lots;
 - (ii) the lowest evaluated Tender for each lot calculated in accordance with the requirements of Evaluation Criteria;
 - (iii) the price reduction per lot or combination of lots and the methodology for their application as offered by the Tenderer in its Tender; and
 - (iv) The Contract award sequence that provides the optimum economic combination, taking into account any limitations due to constraints in supply or execution capacity determined in accordance with the post qualification criteria under ITT Clause 39.
- 37. Tender: Negotiation**
- 37.1 Post Tender Negotiations (PTN) may be conducted, after completion of the evaluation process and determination of the lowest evaluated bidder, and as recommended by the TEC in writing, either only with the lowest evaluated bidder or alternatively with the three (3) lowest evaluated bidders (ranked as nos. 1, 2 and 3).
- 38. Tender: Comparison**
- 38.1 The Purchaser shall compare all substantially responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clauses 35 and 36.
- 39. Tenderer: Post-qualification**
- 39.1 The Purchaser shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender is qualified to perform the Contract satisfactorily.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the

Tenderer with Section 7: Tender Submission and to any clarifications requested in accordance with ITT Clause 29.

- 39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in rejection of the Tenderer's Tender, in which event the Purchaser shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**40. Tenders:
Purchaser's
Right to
Reject Any or
All Tenders**

- 40.1 The Purchaser reserves the right to reject any or all Tenders or annul the procurement proceedings, after obtaining approval from Competent Financial Authority within BRAC, without thereby incurring any liability to Tenderers.

- 40.2 Notice of the rejection shall be given promptly to all concerned Tenderers, and the Purchaser shall, upon receipt of a written request, communicate to the requesting tenderer(s) the grounds for its rejection but is not required to justify those grounds.

G. Contract Award

**41. Award
Criteria**

- 41.1 The Purchaser shall award the Contract to the Tenderer whose offer is substantially responsive to the Tender Document and that has been determined to be the lowest evaluated Tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

**42. Purchaser's
Right to Vary
Quantities**

- 42.1 The Purchaser reserves the right at the time of Contract Award to increase or decrease the quantity, per item, of Goods and Related Services originally specified in Section 7: Tender Submission, provided this does not exceed fifteen (15) percent of the quantity indicated in the Schedule of Requirements, and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.

**43. Notification of
Award**

- 43.1 Prior to the expiration of the period of Tender validity, the Purchaser shall notify the successful Tenderer, by issuance of a Notification of Award Letter (Form BPD1-20), that its' Tender has been accepted.

- 43.2 Until a formal Contract is prepared and executed, the Notification of Award Letter shall constitute a preliminary step towards concluding contract.

- 43.3 The Notification of Award Letter shall state the value of the proposed Contract, the amount of the Performance Security, the time within which the Performance Security shall be submitted and the time within which the Contract shall be signed.

**44. Performance
Security**

- 44.1 Within seven (7) days of the receipt of Notification of Award Letter from the Purchaser, the successful Tenderer shall furnish Performance Security for the due performance of the Contract in the amount of at least five (5) percent of the Contract Sum specified in the Contract, using for that purpose the Performance Security Form (Form BPD1-21) furnished in Section 9. **Please refer to the TDS.**

- 44.2 The Performance Security shall be valid until a date twenty-eight (28) days after the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

- 44.3 The proceeds of the Performance Security shall be payable to the Purchaser unconditionally upon first written demand as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 45. Contract: Signing**
- 45.1 At the same time as the Purchaser issues the Notification of Award, Letter the Purchaser shall send the Contract Agreement (Form BPD1-22) and all documents forming the Contract, to the successful Tenderer.
- 45.2 Within ten (10) days from the date of issuance of the Contract Agreement by the Purchaser and notification to the successful Tenderer, the successful Tenderer shall sign the Contract Agreement with the Purchaser.
- 45.3 Failure of the successful Tenderer to submit the Performance Security pursuant to ITT Clause 44 or sign the Contract pursuant to ITT Sub-Clause 45.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event, the Purchaser may award the Contract to the next lowest evaluated responsive Tenderer at their quoted price (corrected for arithmetical errors), who is assessed by the Purchaser to be qualified to perform the Contract satisfactorily.
- 45.4 Immediately upon receipt of the signed Contract Agreement and Performance Security from the successful Tenderer, the Purchaser shall discharge and return the successful Tenderer's Tender Security.
- 46. Advising Unsuccessful Tenderers**
- 46.1 Upon the successful Tenderer furnishing Performance Security pursuant to ITT Clause 44, and signing the Contract pursuant to ITT Sub-Clause 45.2, the Purchaser shall also notify all other Tenderers that their Tenders have been unsuccessful.
- 46.2 The Purchaser shall promptly respond in writing to any unsuccessful Tenderer who, after notification in accordance with ITT Sub-Clause 46.1, requests in writing for the Purchaser to communicate the grounds on which its Tender was not selected.
- 47. Tenderer: Right to Complain**
- 47.1 Any Tenderer has the right to complain if it has suffered or may suffer loss or damage due to a breach of a duty imposed on the Purchaser beyond the contractual requirement after the signing of the same.
- 47.2 A complaint will be dealt with as follows:
- (a) The choice of procurement methods for goods and related services and a decision by the Purchaser to reject all tenders shall not be the basis for a complaint/appeal.
 - (b) A tenderer/supplier shall submit his/her complaint/appeal for consideration through the three stages in consecutive order, e.g. Director (Monitoring and Audit), Chairman, and the Ombudsman of BRAC.
 - (c) A tenderer/supplier shall submit its complaint, in writing within ten (10) working days of when he/she became aware of the circumstances giving rise to the complaint. This should be supported by material evidences.
 - (d) A tenderer /supplier shall submit his/her complaint in the first instance, to the Director (Monitoring and Audit), BRAC; address **as stated in the TDS**. The Director (Monitoring and Audit) shall consider the complaint and decide whether to reject the complaint

or to implement any corrective action. He shall issue a written decision to the tenderer /supplier within 15 working days of receipt of the complaint stating either the reasons for the rejection of the complaint or advising on the corrective action that has been taken, copying the decision to the Director, Procurement, BRAC.

- (e) When a complaint is being considered at any level, the tender examination, evaluation and approval process will continue, but Notification of Award Letter (NOAL) shall not be issued until final decision on complaint has been received or the supplier does not pursue the complaint at higher level.
- (f) If the tenderer/supplier is not satisfied with the written decision or fails to receive the written decision from him within the specified time period stated at (d) above and wishes to pursue its complaints, he/she shall within 10 working days after the date of receipt of the written decision, address the same complaint in writing to the Chairman, BRAC; address **as stated in the TDS**.
- (g) The Chairman, BRAC shall consider the subject matter of the complaint and decide whether to reject the complaint, or implement any corrective action. The complainant will be intimated the decision within 30 working days.
- (h) If the tenderer/supplier is not satisfied with the written decision of the Chairman, BRAC or fails to receive the written decision from him within the specified time period stated at (g) above and wishes to pursue his/her complaint, he/she shall within 15 working days from the date of receipt of the decision shall address the same complaint in writing to the Ombudsman, BRAC; address **as stated in the TDS**.
- (i) The Ombudsman, BRAC shall consider the subject matter of the complaint and decide whether to reject the complaint or to implement any corrective action. Within 15 working days of receipt of the complaint the Ombudsman shall issue a written decision to the supplier stating either the reason for the rejection of the complaint or advising on the corrective action that has been taken, copying the decision to the Chairman, BRAC, Director (M&A), BRAC, and Director, Procurement, BRAC.
- (j) The decision of the Ombudsman shall be final and concerned purchaser/ officials shall act upon such decision immediately.

H. International Competitive Tendering [Note: to be deleted for OTM and LTM]

48. International Competitive Tendering [ICT]

- 48.1 In variation of 7.1 above, the Purchaser will respond in writing to any request for clarification received no later than fourteen (14) days prior to the deadline for submission of Tender.
- 48.2 In variation of 14.1 above, the Tender shall be written in the English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.
- 48.3 In variation of 18.2 above, all prices shall be quoted in any freely convertible currency or in Bangladeshi Taka and shall not be subject to variation on any account. Each tender shall be limited to one

currency for tendering purpose.

- 48.4 In variation of 21.1 above and TDS, international tenderers may provide a tender security in the currency of their tender, through their banker's corresponding bank in Bangladesh, as long as the value corresponds to the requirement **stated in the TDS**; tender securities in currencies other than Taka will, for the purpose of evaluation, be converted to Taka at the governing selling rate published by the Central Bank of Bangladesh for the day of tender return.
- 48.5 Incoterms (2010) shall be used for the determination of the successful tenderer's transport obligations, **as stated in the TDS**.
- 48.6 Tenderers shall be permitted to express their tenders in any freely convertible currency or in Bangladeshi Taka. Price comparison for evaluation purpose shall be done in Bangladeshi Taka, and tenders submitted in currencies other than Taka shall be converted by the purchaser at their selling rates as published by the Central Bank of Bangladesh on the day of Tender Return.
- 48.7 For the purpose of comparing the prices of national tenderers offered in Taka with prices offered by foreign tenderers in other currencies for goods to be imported, the Purchaser shall during the evaluation adjust the tender prices offered by foreign tenderers in foreign currency **as stated in the TDS**.
- 48.8 In case of foreign supplier – shipping documents to be available not later than arrival of the goods in Bangladesh.
- 48.9 Foreign suppliers shall have a local agent in Bangladesh for all goods requiring warranty or after sales services, **as stipulated in the TDS**.

Standard Tender Document

Section 2: Tender Data Sheet

Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT clauses.	
ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. General	
ITT 1.1	<p>The Purchaser is: BRAC Procurement Department Address: BRAC Head Office, BRAC Centre, 75 Mohakhali, Dhaka 1212 Telephone No: Fax No: e-mail address:</p> <p><i>[The Purchaser is the unit or subdivision of the Procuring Entity, which will issue the Notification of Award Letter and sign the Contract Agreement with the successful Tenderer].</i></p> <p>The Tender Reference is: <i>[State reference]</i> The Goods and Related Services are: [state briefly a description of the goods and quantities and of any related services] which are more fully described in Section 7: Schedule of Goods and Services Required. (Form BPD 1-13)</p>
ITT 2.1	<p>The source of funds is</p> <p><i>[State source of funds]</i></p>
ITT 2.3	<p>The name of the Development Partner is</p> <p><i>[State name of the Development Partner, if no partner state 'none']</i></p>
ITT 4.1	<p>Tenderers, including their Sub-suppliers, from the following Countries are not eligible:</p> <p><i>[State "Nil" or if any countries with which the GoB does not trade]</i></p>
ITT 4.5	<p>The maximum number of Arbitration awards against the Tenderer shall be [State number] over the last [state years] years.</p> <p><i>[A maximum of 1 arbitration award against the Tenderer over a period of last 5 years would be deemed reasonable].</i></p>
ITT 5.1	<p>Goods and Related Services from the following countries are not eligible:</p> <p><i>[State "Not applicable" or if any countries with which the GoB does not trade]</i></p>

B: Tender Document	
ITT 6.2	The following are authorised agents of the Purchaser for the purpose of providing the Tender Document: <i>[If not applicable, please specify "None"]</i>
ITT 7.1	For clarification of Tender purposes only, the Purchaser's address is: Attention: Address: Facsimile number: Electronic mail address:
C: Qualification Criteria	
ITT 10.1(a)	The Tenderer shall have a minimum of [state number] years of experience in the supplying similar goods and related services to those that are the subject of the Tender. <i>[A minimum of three (3) years would be deemed reasonable; for value of tender of Tk. 5 lacs or below no such requirement may be asked for]</i>
ITT 10.1(b)	The minimum production capacity or availability of equipment is/are <i>[It is usual to state a minimum production capacity of about 1.5 to 2 times the quantity of the goods to be procured including specific minimum machinery required or state "None" if considered not applicable; for estimated tender values of Tk. 5 lacs or below no such requirement may be asked for]</i>
ITT 10.3	A Manufacturer's Authorisation letter is required only for the following items listed in Section 7: Schedule of Requirements: (Form BPD 1-16) <i>[State 'None' if not required; for value of tender of Tk. 5 lacs or below no such requirement may be asked for]</i>
ITT 11.1	The Tenderer shall have satisfactorily completed at least three (3) contracts of similar size and nature (period of contract execution, contract amount, and types and numbers of items of items delivered) during the last three (3) years. <i>[For value of tender of Tk. 5 lacs or below no such requirement may be asked for]</i>
ITT 11.2	The Tenderer shall have the availability of minimum liquid assets or working capital or credit from a Bank of Tk [state amount]. <i>[It is usual to state not less than 3 times the estimated value of the Tender for goods to be procured or state "None" if considered not applicable but for value of tender of Tk. 5 lacs or below no such requirement may be asked for]</i>
D. Tender Preparation	
ITT 14.1	The Tender, as well as all correspondence and documents relating to the Tender shall be written in the [insert language] language.
ITT 15.1(h)	The Tenderer shall supply the following additional documents:

	<i>[The Purchaser should consider carefully the nature of other documents to be provided which should be sufficient to enable the Purchaser to evaluate all the Tenders on a fair and equitable basis.]</i>
ITT 16.1	Alternative Tenders shall not be considered. <i>[The Purchaser should ask for alternatives only if it is felt essential that such offers would be beneficial to the procurement objective. if alternative tenders are permitted then outline the method and evaluation criterion for such alternative]</i>
ITT 17.1	Tenders are being invited for a single LOT OR Tenders are being invited for <i>[state number, maximum 5]</i> LOTS
ITT 20.1	The Tender Validity Period shall be <i>[state days]</i> <i>[Normally, 30 to 120 days but may be up to 150 days in exceptional circumstances]</i>
ITT 21.1	A Tender Security is required in the amount of Tk <i>[state amount]</i> <i>[The Tender Security amount should be expressed as a fixed amount covering at least two (2) percent of the estimated tender value.]</i> OR A Tender Security is NOT required. <i>[The Tender Security is not mandatory in case the Tender is being invited under DPM or LTM; however, in the case of high value procurement (i.e. above Tk 5 million) being undertaken via LTM or OTM a Tender Security must be provided]</i>
ITT 22.1	<i>In addition to the original of the Tender, [state number] copies shall be submitted.</i> <i>[Usually only two copies are needed; ask for more if those are essential]</i>
E. Tender Submission	
ITT 23.2(b)	For <u>Tender submission purposes</u> only: The address is <i><insert the address to which Tenders shall be submitted>.</i>
ITT 23.2(c)	For <u>Tender submission purposes</u> only: The name of the Tender is <i><insert the name (title) of the Tenders>.</i> The Tender Number is <i><insert the Tenders reference number>.</i>
ITT 23.2(d)	For <u>Tender submission purposes</u> only: The time and date for Tender opening is <i><insert time and date at which Tenders will be publicly opened>.</i>
ITT 24.1	The date and time by which Tenders must be received by the Purchaser is <i><insert the time and date by which Tenders must be received by the Purchaser>.</i>
F. Tender Opening and Evaluation	
ITT 27.1	The Tender Opening shall take place at:

	<p>Address:</p> <p>On [state date] at [state time]</p> <p><i>[Tenders shall be opened in one place only]</i></p>
ITT 36.3	If the Tender includes more than one lot Tenderers are permitted to quote separate prices for one or more lots and the Purchaser shall be permitted to award contracts including one or multiple lots to one or more than one Tenderer following the methodology specified in Instructions to Tenderers Sub-Clause 36.4.
G. Award of Contract	
ITT 44.1	The amount of Performance Security shall be at least five (5) percent of the Contract Price
ITT 47.2 (d)	<p>The name and address of the office where complaints to the Procuring Entity are to be submitted is:</p> <p>The Director, Monitoring and Audit BRAC Head Office BRAC Centre, 75 Mohakhali Dhaka 1212</p>
ITT 47.2 (f)	<p>The name and address of the office where complaints to the Procuring Entity are to be submitted is:</p> <p>The Chairman BRAC Head Office BRAC Centre, 75 Mohakhali Dhaka 1212</p>
ITT 47.2 (h)	<p>The name and address of the office where complaints to the Procuring Entity are to be submitted is:</p> <p>The Ombudsman BRAC Head Office BRAC Centre, 75 Mohakhali Dhaka 1212</p>
-	<p>The final destination of the goods is</p> <p><i>[State destination. This may either be the place at which the goods are required, a Purchaser's warehouse or some other point at which the goods to be delivered or installed]</i></p>
H. International Tendering [Note: to be deleted for OTM and LTM]	
ITT 48.5	The final destination of the goods provided by foreign suppliers and to be imported is

	<p><i>[State destination. In the case of a contract with a foreign supplier, Incoterms shall be use for this purpose; examples: CFR named port of destination for sea freight, e.g. CFR Chittagong, or CPT named place of destination for any mode of transport, e.g. CPT Dhaka airport; according to current legislation in Bangladesh, BRAC will have to insure the goods with an insurance company in Bangladesh]</i></p>
ITT 48.7	<p>For the purpose of comparing the prices of national tenders offered in Taka with prices offered by foreign tenderers in other currencies, the Purchaser shall during the evaluation adjust the tender prices offered by foreign tenderers for goods to be imported as follows</p> <p><i>[National tenderers will likely offer goods already imported or manufactured locally, whereas foreign tenderers may offer goods to be imported; during the evaluation and for the purpose of comparing tender prices, the Purchaser shall add to the price offered by foreign tenderes for goods to be imported all costs to provide a fair comparison with tender prices offered by national tenderers for goods locally supplied; examples are: import duties, import taxes, customs procedure fees and costs, transport costs from e.g. CFR Chittagong to the named place of destination for locally supplied goods, etc.]</i></p>
ITT 48.9	<p>Insert <foreign suppliers are required to have a local agent> or <foreign suppliers are not required to have a local agent></p>

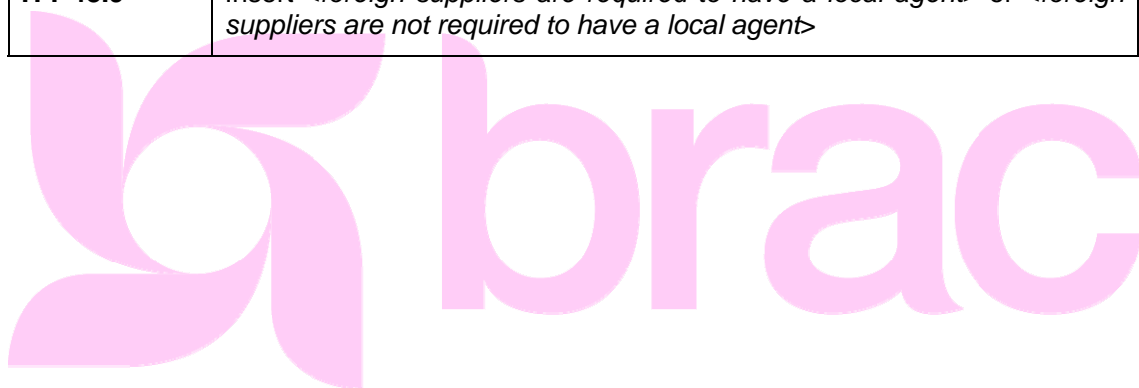


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Section 3: General Conditions of Contract (GCC)

1. Definitions 1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined term:
- (a) **Completion Schedule** means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
 - (b) **Contract** means an agreement made between at least two parties with the intention of creating a legal relationship, enforceable by law;
 - (c) **Contract Agreement** means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
 - (d) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto;
 - (e) **Contract Price** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract;
 - (f) **Day** means calendar day;
 - (g) **Delivery** means the transfer of ownership of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract;
 - (h) **GCC** mean the General Conditions of Contract;
 - (i) **Goods** means all of the commodities, raw materials, machineries and equipments, products and/or other materials in solid, liquid or gaseous form that the Supplier is required to supply to the Purchaser under the Contract, **as specified in the Special Conditions of Contract (SCC)**;
 - (j) **Government** means the Government of the People's Republic of Bangladesh;
 - (k) **Purchaser** means the entity purchasing the Goods and Related Services, **as specified in the SCC**.
 - (l) **Related Services** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract;
 - (m) **Supplier** means the natural person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement, and includes the legal successors of the Supplier, **as specified in the SCC**;
 - (n) **Writing** means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission duly authenticated.
 - (o) **SCC** means the Special Conditions of Contract; and
 - (p) **Sub-Supplier** means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, who has a Contract with the Supplier to carry out a part of the supply in the Contract, or a part of the Related Services of the Contract.

2. Contract 2.1 Subject to the order of precedence set forth in Clause 2 of the Contract

Documents	Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
3. Corrupt, Fraudulent Collusive or Coercive Practices	<p>3.1 BRAC requires that Purchasers, as well as Suppliers, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts.</p> <p>3.2 In pursuance of this requirement, the Purchaser shall:</p> <ul style="list-style-type: none"> (a) Exclude the Supplier from participation in the procurement proceedings concerned; and (b) Declare a Supplier ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings. <p>If it at any time determines that the Supplier has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public funds.</p> <p>3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind referred to in GCC Sub-Clause 3.4 hereunder come to the knowledge of the Purchaser, it shall, in the first place, allow the Supplier to provide an explanation and shall, take actions as stated in GCC Sub-Clause 3.2 and GCC Sub-Clause 28.1(c) only when a satisfactory explanation is not received. Such exclusion and the reasons thereof shall be recorded in the record of the procurement proceedings and promptly communicated to the Supplier concerned. Any communications between the Supplier and the Purchaser related to matters of alleged corrupt, fraudulent, collusive or coercive practices shall be in writing.</p> <p>3.4 The BPD defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (a) “Corrupt practice” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding; (b) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Purchaser; (c) “Collusive practice” means a scheme or arrangement among two or more Tenderers with or without the knowledge of the Purchaser (prior to or after Tender submission) designed to establish Tender prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free, open and genuine competition; and (d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings or affect the execution of a contract. <p>3.5 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records and other documents relating to the submission of the Tender and Contract performance.</p>

4. Interpretation	4.1	The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract Agreement.
	4.2	No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.
5. Eligibility	5.1	The Supplier and its Sub-Suppliers shall have the nationality of the country or countries specified in the Contract, as stipulated in SCC .
	5.2	All Goods and Related Services supplied under the Contract shall have their origin in the country or countries specified in the Contract.
6 Governing Language	6.1	The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser shall be written, as far as possible, in English. Supporting documents and printed literature that are part of the Contract may be in another language provided, if felt necessary, they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern. Routine correspondence between the parties may be in Bangla or in English.
	7.1	The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.
7 Governing Law	7.1	
8 Gratuities / Agency Fees	8.1	No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or the contract, shall be given or received in connection with the procurement process or in the contract execution.
9 Communica-tions and Notices	9.1	Communications between both Parties to the Contract (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; please refer to SCC .
	9.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
	9.3	A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.
10 Assignment & Sub-Contracting	10.1	The Supplier shall not assign, in whole or in part, its obligations under the Contract, except with the Purchaser's prior written consent.
	10.2	The Supplier shall not sub-contract any part of the Contract, except where the Supplier is acting as an agent of the original manufacturer of the goods or where the Purchaser has agreed to such sub-contracting.
11 Supplier's Responsibilities	11.1	The Supplier shall supply all the Goods and Related Services specified in the Schedule of Requirements in conformity in all respects with the provisions of the Contract.
12 Purchaser's Responsibilities	12.1	The Purchaser shall pay the Supplier, in consideration of the provision of Goods and Related Services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and manner prescribed in the Contract.

- 13 Change Orders and Contract Amendments**
- 13.1 The Purchaser may at any time order the Supplier through a notice in accordance with GCC Clause 9, to make changes provided such changes do not materially affect the scope of supply, within the general scope of the Contract in any one or more of the following:
- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) The method of shipment or packing;
 - (c) The place of delivery; and
 - (d) The Related Services to be provided by the Supplier.
- 13.2 In the event of changes pursuant to GCC Sub-Clause 13.1, an equitable adjustment shall be made in the contract price or in the delivery, or in the completion schedule, as applicable, and the Contract shall be amended accordingly. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the delivery or in the completion schedule, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be submitted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's Change Order.
- 13.3 Prices to be charged by the Supplier for any Related Services that might be needed, but which were not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 14 Packing, Delivery Acceptance & Documents**
- 14.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract; **please refer to SCC.**
- 14.2 Delivery of the Goods and completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified on Page 2 of the Contract Agreement.
- 14.3 Acceptance by the Purchaser shall be processed not later than fourteen (14) days from receipt of the goods at final destination in the form of an Acceptance Certificate, unless any defects in the supply, any damage during transport or any failure to meet the required performance criteria of the supply are identified and reported to the Supplier.
- 14.4 The documents to be furnished by the Supplier shall be **specified in SCC**, and shall be received by the Purchaser at least one week before arrival of the Goods and, if not received, the Supplier shall be responsible for consequent expenses.
- 15 Transportation**
- 15.1 Where the Supplier is required under the Contract to transport the Goods to a specified site within Bangladesh, transportation to such site shall include insurance, other incidental costs, temporary storage, if any, as shall be specified in the Contract, which shall be arranged by the Supplier, and the related costs shall be deemed to be included in the Contract Price.
- 16 Spare Parts**
- 16.1 As specified in the Contract, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) Such spare parts as the Purchaser may elect to purchase from the

	Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
	(b) In the event of termination of production of the spare parts: <ul style="list-style-type: none"> (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications for the spare parts, if requested.
	16.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of spare parts as promptly as possible, but in any case within the time specified in the Contract for placing the order and opening the letter of credit.
17 Contract Price & Terms of Payment	<p>17.1 The Contract Price shall be as specified in the Contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract as stipulated in SCC.</p> <p>17.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Related Services performed, and accompanied by the documents pursuant to GCC Clause 14 and upon fulfilment of any other obligations stipulated in the Contract.</p> <p>17.3 The Purchaser shall make payments promptly, no later 30 days after submission of the Invoice along with the Inspection Note.</p>
18 Taxes and Duties	18.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies imposed or incurred until delivery of the contracted goods to the Purchaser.
19 Performance Security	<p>19.1 The Performance Security shall be in the amount stated in SCC. The Purchaser may claim against the security if any of the following events occurs and the Supplier fails to remedy them within fourteen (14) days of notice having been provided by the Purchaser to the Supplier to do so:</p> <ul style="list-style-type: none"> (a) The Supplier is in breach of the Contract and the Purchaser has notified him that he is; and (b) The Supplier has not paid an amount due to the Purchaser. <p>19.2 In the event the Supplier is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Purchaser may forfeit the full amount of the Performance Security.</p> <p>19.3 The Purchaser shall notify the Supplier of any claim made against the Bank issuing the Performance Security.</p> <p>19.4 If there is no reason to call the Performance Security, it shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.</p>
20 Specifications and Standards	20.1 The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.

20.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser before the signing of the contract; however, this provision shall not apply in the case of negligence or other failure on the part of the Supplier.

21 Inspections and Tests

21.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract.

21.2 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 21.1, provided that the Purchaser bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

21.3 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

21.4 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

21.5 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 21.3.

21.6 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 21.4, shall release the Supplier from any warranties or other obligations under the Contract.

22 Warranty

22.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

22.2 Subject to GCC Sub-Clause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Bangladesh.

22.3 Unless otherwise specified in the Contract, warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

22.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all

reasonable opportunity for the Supplier to inspect such defects.

22.5 Upon receipt of such notice, the Supplier shall expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

22.6 If having been notified, the Supplier fails to remedy the defect within (30) thirty days, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

23 Extensions of Time

23.1 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods or completion of Related Services, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion grant an extension of the Supplier's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

23.2 Except in the case of Force Majeure, as provided under GCC Clause 27, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 24, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 23.1.

24 Liquidated Damages

24.1 Except in the case of Force Majeure, as provided under GCC Clause 27, a failure by the Supplier to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to (0.5%) of the Contract Price of the delayed Goods and/or Related Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of (5%) of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 28.

25 Limitation of Liability

25.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

26 Change in Laws and Regulations

26.1 If after the date twenty eight (28) days before the submission of Tenders for the Contract, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been

affected in the performance of any of its obligations under the Contract.

27 Force Majeure

- 27.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 27.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 27.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

28 Termination

28.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 23; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) If the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive or coercive practices, as defined in GCC Sub-Clause 3.4, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Sub-Clause 28.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

28.2 Termination for Insolvency.

- (a) The Purchaser and the Supplier may at any time terminate the Contract by giving notice to the other party if either of the party becomes bankrupt or otherwise insolvent. 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.

28.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

29 Settlement of Disputes

29.1 Amicable Settlement

- (a) The Purchaser and the Supplier shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

29.2 Arbitration

- (a) If the Parties are unable to reach a settlement as per GCC Clause 29.1(a) within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub-Clause 29.2(b).
- (b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force.



Section 4: Special Conditions of Contract (SCC)	
GCC Clause	Amendments of, and Supplements to, Clause in the General Conditions of Contract
GCC 1.1 (i)	The nature of the goods to be supplied are <i>[give a brief description of the Goods, and any Related Services which are to be supplied]</i> .
GCC 1.1 (k)	<p>The Purchaser is:</p> <p>Name: BRAC Procurement Department (BPD)</p> <p>Address: BRAC Head Office, 75 Mohakhali, Dhaka 1212</p> <p>Telephone: <i><insert></i></p> <p>Facsimile: <i><insert></i></p> <p>Electronic mail address: <i><insert></i></p> <p>Name of authorised representative: <i><insert name and position></i></p>
GCC 1.1 (m)	<p>The Supplier is:</p> <p>Name: <i><insert name of supplier></i></p> <p>Address: <i><insert address of supplier></i></p> <p>Telephone: : <i><insert></i></p> <p>Facsimile: : <i><insert></i></p> <p>Electronic mail address: : <i><insert></i></p> <p>Name of authorised representative: <i><insert name and position></i></p>
GCC 5.1	<p>Suppliers and Sub-Suppliers from the following countries are not eligible: <i><insert ineligible country(ies) or state 'Not applicable'></i>.</p> <p>The nationality(ies) of the Supplier and its sub-Suppliers is/are: <i><insert at the time of contract preparation for the successful tenderer></i></p>
GCC 5.2	<p>Goods and Related Services from the following countries are not eligible: <i><insert ineligible country(ies) or state 'Not applicable'></i>.</p> <p>The origin of the Goods and Related Services is <i><insert at the time of contract preparation for the successful tenderer></i></p>
GCC 9.1	<p>For <u>notices</u> (must be in writing), the Purchaser's contact details shall be:</p> <p>Attention:</p> <p>Address:</p> <p>Facsimile number:</p> <p>Electronics mail address:</p> <hr/> <p>For <u>notices</u> (must be in writing), the Supplier's contact details shall be:</p> <p>Attention:</p> <p>Address:</p> <p>Facsimile number:</p> <p>Electronics mail address:</p>

GCC 14.1	<p>A complete packing list indicating the content of each package shall be enclosed in a water proof envelop and shall be secured to the outside of the packing case. In addition, each package shall be marked with indelible ink/paint in bold letters, as follows:</p> <ol style="list-style-type: none"> Contract Number Name and address of Purchaser Country of Origin Gross Weight Net Weight Package number of total number of package Brief description of the content <p>Upright marking, where appropriate, shall be placed on all four vertical sides of the Package.</p> <p>All materials used for packing shall be environmentally neutral.</p> <p>Additional marking and documentation within and outside the packages shall be :</p> <p>[Note: The above requirements should be reviewed by a Procuring Entity on a case-by-case basis, with amendments being made as necessary.]</p>
GCC 14.4	<p>The documents to be provided are as follows :</p> <ol style="list-style-type: none"> Originals and copies of Supplier's invoice showing goods' description, quantity, unit price, total amount; Original and copies of the packing list identifying the contents of each package; Manufacturer's/supplier's warranty certificates (if any); Inspection certificate issued by the nominated inspection agency (or Purchaser) and / or the supplier's factory inspection report (if any); Originals and copies of the insurance certificates covering the delivery of the Goods Originals and copies of shipping/transportation documents (e.g. bill of lading, airway bill, truck receipt, train receipt, etc.) Certificate of origin <p>[Note: The above requirements should be reviewed by a Procuring Entity on a case-by-case basis, with amendments being made as necessary.]</p>
GCC 17.1	<p>The prices charged for the Goods delivered and the Related Services to be performed shall be fixed for the duration of the contract.</p>

GCC 17.3	<p>The method and conditions of payment to be made to the Supplier under this contract shall be as follows:</p> <p>1. The payments shall be made:</p> <ul style="list-style-type: none"> (a) through an irrevocable confirmed letter of credit opened in favour of the Supplier through a scheduled bank of Bangladesh to the supplier's nominated bank; or (b) direct through accounts office of the purchaser, or (c) through the nominated office of the purchases. <p><i>[delete those not appropriate]</i></p>
	<p>2. Payment shall be made in the currency of the Contract in the following manner:</p> <p>(a) On Delivery and Acceptance : <i>one-hundred (100) percent of the Contract price of the Goods delivered shall be paid upon submission of documents specified in GCC Sub-Clause 14.4 within twenty-eight (28) days of submission of a claim supported by the Acceptance Certificate issued by the Purchaser.</i></p> <p><i>[For aid funded procurement Advance Payment may be applicable provided such a provision exists in the contractual agreement. However, as far as possible advance payment is discouraged for any other purchases; the following clause may be used for advance payment:</i></p> <p>Advance Payment : <i>up to ten (10) percent (adjust as required) of the Contract Price may be paid within twenty-eight (28) days of signing of the Contract, and upon submission of claim and a bank guarantee (in the format provided in the Tender Document) for equivalent amount valid until the Goods are delivered and accepted.]</i></p>
GCC 19.1	<p>A Performance Security is required in the amount of [state currency] [state amount]</p> <p><i>[The Performance Security amount should be expressed as a fixed amount covering at least five (5) percent of the contract value, and shall be issued in the contract currency.]</i></p> <p>OR</p> <p>A Performance Security is NOT required.</p> <p><i>[The Performance Security is not mandatory in case the Tender was invited under DPM or LTM; however, in the case of high value procurement (i.e. above Tk 5 million) being undertaken via LTM or OTM a Performance Security must be provided]</i></p>
GCC 21.2	<p>The inspection and tests shall be conducted at:</p> <p>The Purchaser's right to inspect, test and where appropriate reject the Goods after delivery, shall in no way be limited or waived by the reason of goods having previously been inspected, tested or passed by the Purchaser or its representative prior to Goods shipment.</p> <p>The Purchaser's, or its designated representative, shall [shall not] attend the tests and/or inspection.</p>
GCC 22.3	<p>The period of validity of the Warranty shall be [state number] months from the date of acceptance of the Goods by the Purchaser:</p>

	For purpose of the Warranty, the place of final destination shall be:
GCC 22.5	The period for repair of replacement shall be:
GCC 24.1	The damage shall be one half of one percent (0.5) percent of the Contract Value per week or part thereof.
	The maximum amount of liquidated damages shall be: Five (5) percent of the Contract Value.



Section 5: Tender Preparation Forms

1. The following forms will be required during the preparatory phase of tender calling. The initiation will happen with the raising of the requisition form by the demandee. Thereafter, the IFT is to be published in the national/international newspapers/ websites as applicable. The single or multiple varieties is to be used as per applicability.

Form	Name/Title
BPD 1-1	Requisition Form.
BPD 1-2	Invitation for Tenders (IFT), Goods and Related Services, for Single Lot (Computer Pop-up); this form is not yet implemented and not in use.
BPD 1-3	IFT, Goods and Related Services, for Multiple Lot (Computer Pop-up); this form is not yet implemented and not in use.
BPD 1-4	IFT, Goods and Related Services, for Single Lot in a Package (For Newspaper Advertisement).
BPD 1-5	IFT, Goods and Related Services, for Multiple Lots in a Package (For Newspaper Advertisement).

FORM BPD 1-1
1st Copy

No:

REQUISITION FORM
BPD Copy

Prog/Dept/Project/Area: Delivery Place: Date:

SI/ Packa ge/ Lot No	Name of Items & Specification	Unit	Qty.	Delivery Schedule	Present Stock Position	Appr ox. Cost	Remar ks

Signature.....

Signature.....

Name of Originator:

Name of Authorizing

Officer:

Designation:

Designation:

Phone #:

Note: There will be three copies of RF, first copy for BRAC Procurement Department (BPD), 2nd copy for finance and 3rd copy as office copy. For detailed specification, additional sheet may be attached.

FORM BPD 1-2 Invitation for Tenders (IFT)

[For use when there is a SINGLE Lot in a Package
This is the website format and is used for published advertisement.
It is included in these guidelines for information only; this form is currently not in use]

BRAC Procurement Department, BRAC Head Office, Dhaka					
1	Invitation for	< select >			V
2	Ref No	< select >			V
3	Date	< type			
4					
5			V		
6			V		V
7					
8			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 / Programme Code (if applicable)	< use BRAC code >			
13	Project / Programme Name (if applicable)	< use BRAC name >			
14	Tender Package No.	< type in number >			
15	Tender Package Name	< type in name >			
16	Tender Publication Date	Date			
17	Tender Last Selling Date	< select >			V
18	Tender Closing Date and Time	< select >			V
19	Tender Opening Date and Time	< select >			V
20	Name & Address of the office(s)	Date			
	- Selling Tender Document (Principal)	< select >			V
	- Selling Tender Document (Others)	< select >			V
	- Receiving Tender Document	Time			
	- Opening Tender Document	< select >			V
		< select >			V
		Address			
		< type in name and address >			
		< type in name and address >			
		< type in name and address >			
		< type in name and address >			
INFORMATION FOR TENDERER					
21	Eligibility of Tenderer	< type in eligibility details >			
22	Brief Description of Goods	< type in brief description of goods >			
23	Brief Description of Related Services	< type in brief description of related services >			
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					
27					
28					
PROCURING ENTITY DETAILS					
29	Name of Official Inviting Tender	< type in name >			
30	Designation of Official Inviting Tender	< type in designation >			
31	Address of Official Inviting Tender	< type in address >			
32	Contact details of Official Inviting Tender	<Fax No.>			<e-mail>
33	The procuring entity reserves the right to reject all tenders or annul the procurement 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: The above information may be enhanced or shortened as per requirement of the IFT.

FORM BPD 1-3 Invitation for Tenders (IFT)

[For use when there are MULTIPLE Lots in a Package]

This is the website format and is used for published advertisement.

It is included in these guidelines for information only; this form is currently not in use]

BRAC Procurement Department, BRAC Head Office, Dhaka					
1	Invitation for	< select >			V
2	Ref No	< select >			V
3	Date	>			
4					
5			V		
6		V	V		V
7					
8			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 / Programme Code (if applicable)	< Use BRAC code >			
13	Project / Programme Name (if applicable)	< Use BRAC name >			
14	Tender Package No.	< Type in number >			
15	Tender Package Name	< Type in name >			
16	Tender Publication Date	Date			
17	Tender Last Selling Date	< Select > V			
18	Tender Closing Date and Time	< Select > V			
19	Tender Opening Date and Time	< Select > V			
20	Name & Address of the office(s)	Date Time			
	- Selling Tender Document (Principal)	< type in name and address >			
	- Selling Tender Document (Others)	< type in name and address >			
	- Receiving Tender Document	< type in name and address >			
	- Opening Tender Document	< type in name and address >			
INFORMATION FOR TENDERER					
21	Eligibility of Tenderer	< type in eligibility details >			
22	Brief Description of Goods	< type in brief description of goods >			
23	Brief Description of Related Services	< type in brief description of related services >			
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	5	< type in name >	< type in name >	<type in>	<type in>
30	Name of Official Inviting Tender	< type in name >			
31	Designation of Official Inviting Tender	< type in designation >			
32	Address of Official Inviting Tender	< type in address >			
33	Contact details of Official Inviting Tender	< Fax No. > < e-mail >			
34	The procuring entity reserves the right to reject all tenders or annul the procurement 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: The above information may be shortened or enhanced as per requirement of particular IFT.

Form BPD 1-4 Invitation for Tenders (Goods)

[to be used when there is only a SINGLE Lot in a Package]

This is a copy of the published advertisement and is included in these guidelines for information only.

1	Project Name (if applicable)	
2	Source of Funds	
3	Tender Package No.	
4	Invitation for Tenders Ref. & Date	
5	Tender Name	
6	Time for Completion of Delivery	
7	Eligibility of Tenderers	
8	Price of Tender Document	
9	Amount of Tender Security	
10	Name and address of the Office(s) Selling Tender Document	Interested Tenderers may view the documents at the offices selling the Tender Document during normal working hours
11	Name and address of the Offices(s) Receiving Tenders	
12	Name and address of the Office Opening Tenders	
13	Last Date and Time for Selling Tender Document	
14	Last date and Time for Submission of Tenders	
15	Date and Time for Opening of Tenders	Tenderers and their authorized representatives are allowed to attend
16	Place of Pre-Tender Meeting (Optional)	
17	Date and Time of Pre-Tender Meeting (optional)	
18	Special instructions (optional)	The Procuring Entity reserves the right to reject all tenders prior to acceptance.
19	Brief Description of Goods	

[Name and designation of the official inviting the tender]

Form BPD 1-5 Invitation for Tenders (Goods)

[to be used when there are MULTIPLE Lots in a Package]

This is a copy of the published advertisement and is included in these guidelines for information only.

1	Project Name (if applicable)						
2	Source of Funds						
3	Tender Package No.						
4	Invitation for Tenders Ref. & Date						
5	Tender Name						
6	Time for Completion of Delivery						
7	Eligibility of Tenderers						
8	Price of Tender Document						
9	Amount of Tender Security						
10	Name and address of the Office(s) Selling Tender Document	Interested Tenderers may view the documents at the offices selling the Tender Document during normal working hours					
11	Name and address of the Offices(s) Receiving Tenders						
12	Name and address of the Office Opening Tenders						
13	Last Date and Time for Selling Tender Document						
14	Last date and Time for Submission of Tenders						
15	Date and Time for Opening of Tenders	Tenderers and their authorized representatives are allowed to attend					
16	Place of Pre-Tender Meeting (Optional)						
17	Date and Time of Pre-Tender Meeting (optional)						
18	Special instructions (optional)	The Procuring Entity reserves the right to reject all tenders prior to acceptance.					
19	Brief Description of Goods						
	Lot Number	Identification of Lot	Location	Price of Tender Document in Taka	Tender Security Amount in Taka	Time for Completion in weeks/months	Remarks
	A						
	B						
	C						
	D						
	E						

[Name and designation of the official inviting the tender]

Section 6: Tender Opening Steps and Forms

1. Tender Opening Steps.

- Step 1 Check and confirm the deadline for submission and opening of Tenders.
- Step 2 Ensure dropping of all Tenders in accordance with the procedures set in the Invitation for Tender (IFT).
- Step 3 Make sure that Tender Opening Committee (TOC) members are present.
- Step 4 Obtain signature of the TOC Members in the respective TORA.
- Step 5 Check presence of intending participating Tenderers or their authorized representatives.
- Step 6 Obtain signature of the Tenderers and/or their authorized representatives in the respective TORA.
- Step 7 Open the Tender box on the date and time mentioned in the IFT.
- Step 8 Sort-out the Tenders in accordance with the IFT and Group / Package.
- Step 9 Enter the names of Tenderers (tender wise and Lot / Package wise) in the Tender Opening Record of Attendance (TORA) maintained by the office opening the Tenders.
- Step 10 During the process under Step-7 above mark Tender Serial Number (TSN) and encircle with red-ink on the sealed cover of the Tender.
- Step 11 Tear-open the sealed Tender one by one (tender-wise Lot / Package-wise) and again mark and encircle TSN with red-ink on the Tender (original and copies) with full dated signature of the Chairman of the TOC, if possible in all pages or, at least, on the price schedule.
- Step 12 Carry-out the initial examination of the genuineness of the Tender Documents.
- Step 13 Check the requisite documents, requirements etc. and the tender security, in particular write the amount of tender security in form Statement/Record of Deposited Tender Security BPD1-9.
- Step 14 Put the TSN on the Tender Security (Bank Guarantee / Pay Order / Demand Draft) with red-ink duly encircled and initialled by the Chairperson of the Tender Opening Committee (TOC).
- Step 15 Record and write the missing documents or any incompleteness and major or minor deviations under comments into the Initial Comparative Statement for Tenders (CST), Form BPD 1-10.
- Step 16 Make sure after opening of the Tenders that all the members and the Chairperson of the TOC including the Tenderers or their representatives who attended the Tender Opening have signed the respective TORA.

2. Forms to be maintained for Opening Tenders.

The following forms are to be maintained while opening tenders for ensuring transparency of the tender opening process:

BPD 1-6	Tender Dropping Record Sheet.
BPD 1-7	Tender Opening Record of Attendance (TORA) for BRAC officials.
BPD 1-8	Tender Opening Record of Attendance (TORA) for tenderers.
BPD 1-9	Statement of Deposited Tender Security.
BPD 1-10	Initial Comparative Statement for Tenders (CST).

Form BPD1-6

BRAC
75, Mohakhali, Dhaka - 1212

Tender Dropping Record Sheet

Date:

Time:

Names & signatures of the representatives of tenderers who dropped tender for-----

-

SI No	Names of the Tenderers / Bidders	Representative's Name	Signature

Form BPD 1-7
BRAC
Procurement Department

Tender Opening Record of Attendance for BRAC Officials

Names & Signatures of the Committee Members & BRAC Staff who were present at the time of Tender Opening for Purchase of-----

Date -----

Time:

SI No	Name	Designation	Signature

Form BPD 1-8

BRAC
Procurement Department

Tender Opening Record of Attendance for Tenderers

Names & Signatures of the Tenderers' Representatives who were present at the time of Tender Opening for Purchase of-----

Date: -----

Time: -----

SI No	Name of the Tenderers	Representative(s)	Signature

Form BPD 1-9
BRAC
Procurement Department

Statement of Tender Security

Tender dropped on -----at----- and opened on -----at-----for Purchase of-----

SI No	Name of Party	DD / Pay Order Information		
		DD / Pay Order Number	Bank	Amount (Tk)

Section 7: Tender Submission Forms

1. This Section has to be partially completed by the Purchaser prior to the Tender document being issued. The Tenderer will then complete Section 7 and submit it with any other requested documentation to the Purchaser on the due date and time as stipulated in ITT Sub-Clause 24.1.

BPD 1-11	Tender Submission Letter, usually furnished on the letter head pad of the tenderers.
BPD 1-12	Price Schedule.
BPD 1-13	Schedule of Goods, Related Services and Spare Parts, to be partially completed by the Purchaser prior to issuing the tender document.
BPD 1-14	Technical specification of the goods required and compliance, to be partially completed by the purchaser prior to issuing the tender documents.
BPD 1-15	Tenderer Information Sheet.
BPD 1-16	Manufacturers Authorisation Letter, if applicable.
BPD 1-17	Specimen of Bank Guarantee Letter for tender security, if applicable.

Form BPD 1-11
Tender Submission Letter
[Tenderer to use normal Letter Head Pad]

To:

[Contact Person]

[Name of Purchaser]

[Address of Purchaser]

Date:

Invitation for Tender No:

[indicate IFT No]

Tender Package No:

[indicate Package No]

Lot No:

[indicate 1-5 Lots]

We, the undersigned, offer to supply in conformity with the Tender Document the following Goods and Related Services, viz:

In accordance with ITT Clause 17, the following prices and discounts apply to our Tender:

The Tender Price is:

(ITT Sub-Clause 18)

[state amount in figures and]in words]

The unconditional discount for being awarded more than one lot in this package is:

(ITT Sub-Clause 17.1)

[state amount in figures and]in words]

The methodology for application of the discount is:

[state the methodology].

In signing this letter, and in submitting our Tender, we also confirm that:

- (a) Our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub-Clause 20.1) 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 attached in the form of a *[state pay order, bank draft, bank guarantee]* in the amount stated in the Tender Data Sheet (ITT Sub-Clause 21.1) and valid for a period of 28 days beyond the Tender validity date;
- (c) If our Tender is accepted, we commit to furnishing a Performance Security in the amount stated in the Tender Data Sheet (ITT Sub-Clause 44) in the format shown in Form (BPD1-9) and valid for a period of 28 days beyond the date of completion of our performance obligations;

- (d) We have examined and have no reservations to the Tender Document, issued by you on *[insert date]*; Including Amendment(s) No(s) *[state numbers]*, issued in accordance with the Instructions to Tenderers (ITT Clause 8). *[Insert the number and issuing date of each amendment; or delete this sentence if no Amendments have been issued]*;
- (e) We are submitting this Tender as a sole Tenderer in accordance with ITT Sub-Clause 4.2];
- (f) We have not been declared ineligible by BRAC on charges of engaging in corrupt, fraudulent, collusive or coercive practices, in accordance with ITT Sub-Clause 4.4;
- (g) Furthermore, we are aware of ITT Clause 3 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;
- (h) No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown below, will be given in connection with this procurement process or in the contract execution if awarded the contract; the declared fees, gratuities, rebates, gifts, commissions or other payments are (if none, state so):

[Insert amount and beneficiary of fees, gratuities, rebates, gifts, commissions or other payments. or state "none"].

- (i) We, confirm that we do not have a record of poor performance, such as abandoning the works, not properly completing contracts, inordinate delays, or financial failure as stated in ITT Sub-Clause 19.2, and that we do not have, or have had, any litigation against us, other than that stated in the Tenderer Information Sheet (Form BPD1-5);
- (j) We are not participating as Tenderers 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 understand that you reserve the right to accept or reject any Tender, to cancel the Tender proceedings, or to reject all Tenders, without incurring any liability to Tenderers, in accordance with ITT Clause 42.

Signature:

[insert signature of authorised representative of the Tenderer]

Name:

[insert full name of signatory]

In the capacity of:

[insert capacity of signatory]

Duly authorised to sign the Tender for and on behalf of the Tenderer

Attachment 1: Written confirmation authorising the above signatory to commit the Tenderer, in accordance with ITT Sub-Clause 22.2.

Form BPD 1-12

Price Schedule

[To be completed by the Tenderer]

Schedule	Description & Details	Currency and Total Amount
LOT NO 1		
1	Goods Required	
2	Related Services Required	
3	Spare Parts Required	
	Sub-Total for Goods, Related Services & Spare Parts Required, excluding VAT/Taxes.	
	VAT/Taxes	
	Total Amount of Tender, including VAT/Taxes	

Currency and Total Amount in (in words)	<i>[enter currency] [enter the Total Amount for Supply of Goods/].</i>	
Delivery Offered for Goods		Weeks delivered to Purchaser from the date of signing the Contract
Delivery Offered for Services		Weeks delivered to Purchaser from the date of signing the Contract
Delivery Offered for Spare Parts		Weeks delivered to Purchaser from the date of signing the Contract
Warranty Offered for Goods		Months from date of completion of supply or commissioning of the Goods.

LOT NO 2			
LOT NO 3			
LOT NO 4			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> Signature of Tenderer Name of Tenderer Date </td> <td style="width: 50%; vertical-align: top;"> Tenderer's Stamp </td> </tr> </table>		Signature of Tenderer Name of Tenderer Date	Tenderer's Stamp
Signature of Tenderer Name of Tenderer Date	Tenderer's Stamp		

[The Tenderer should attach copies of relevant brochures/catalogue for the equipment to be supplied, which will give sufficient data to permit effective evaluation of the Tender].

Form BPD 1-13

Schedule of Goods, Related Services and Spare Parts

SCHEDULE 1: GOODS REQUIRED					
Item No	Description (to be provided by the Purchaser)	Unit	Qty	Unit price	Total Price
1					
2					
3					
4					
5					
Sub-Total for Supply of Goods					
Additional Costs for delivery to Purchaser					
Total amount for supply of Goods, excluding VAT/Taxes					

The above mentioned Goods are required to be delivered to the Purchaser's premises by:

Required by:	
--------------	--

SCHEDULE 2: RELATED SERVICES REQUIRED					
Item No	Description (to be provided by the Purchaser)	Unit	Qty	Unit price	Total Price
1					
2					
3					
4					
5					
Sub-Total for Related Services					
Total amount for Related Services, excluding VAT/Taxes					

The above mentioned Related Services are required to be completed by:

Required by:	
--------------	--

SCHEDULE 3: SPARE PARTS REQUIRED					
Item No	Description (to be provided by the Purchaser)	Unit	Qty	Unit price	Total Price
1					
2					
3					
4					
5					
Sub-Total for Supply of Spare Parts					
Additional Costs for delivery to Purchaser					
Total amount of supply of Spare Parts, excluding VAT/Taxes					

Form BPD 1-14

Technical Specification of the Goods & Compliance

(Note: If the Tenderer does not comply with the Requirements listed in the following three tables then the response should be "No" and the Tenderer should give clear descriptions, with supporting brochures, of exactly what it proposes to supply, if its Tender is accepted).

Minimum Technical Specification Requirements			
Item No	Description (From BPD1-3)	Specification (to be provided by the Purchaser)	Tenderer Complies (Yes/No)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

1	<p>Delivery Schedule Required:</p> <ul style="list-style-type: none"> - For the Goods - For the Related Services 	[State period in weeks]
2	Availability of Spares after delivery of the goods	Minimum period is (2) two years
3	<p>Projected Operating Costs</p> <p>The Tenderer should also provide a separate priced schedule of consumables that are expected to be required on the basis of a normal utilisation of the equipment. This priced schedule will not be taken into account in the Tender evaluation, but will be used to determine anticipated operational costs of the equipment.</p>	Minimum period is (2) two years
4	<p>Inspections and Tests</p> <p>[the Purchaser should list here any inspections and tests that may be required to be performed on the goods before their delivery. The Purchaser should specify the nature of the tests, any relevant standard of test specifications, the location where the tests are to be carried out, if any third party testing authority is to be nominated, and if tests are to be carried out after delivery of the goods to the Purchaser].</p>	

The Tenderer is required to mention make / model (as applicable) of the goods to be supplied and must attach the appropriate original printed literature / brochures for the various items listed.

Signature of Tenderer	Tenderer's Stamp
Name of Tenderer	
Date	

Note: In submitting the Tenders the following label must be attached to the envelope:

DO NOT OPEN BEFORE [state time] ON [state date] AND
ONLY TO BE OPENED AT THE FOLLOWING ADDRESS

[state name and address]

Tender for the Supply of :

Invitation for Tender No :

Tender Package No :

[state details as shown in the Invitation for Tender]

Add the name and address of the Tenderer

Form BPD 1-15

Tenderer Information Sheet

[The tenderer will complete this Form, preferably on its Letter-Head Pad].

Invitation for Tender No:

[indicate IFT No]

Tender Package No

[indicate Package No]

This Package is divided into the following Number of Lots

[indicate 1-5 Lots]

1. Eligibility Information of the Tenderer <i>[ITT –Clauses 4]</i>		
1.1	Nationality of Individual or country of Registration (ITT Sub-Clause 4.1)	
1.2	Tenderer's legal title (ITT Sub-Clause 4.2)	
1.3	Tenderer's registered address	
1.4	Tenderer's legal status <i>[complete the relevant box]</i>	
\	Proprietorship	
	Partnership	
	Limited Liability Concern	
	Other (please describe)	
1.5	Tenderer's year of registration	
1.6	Tenderer's authorised representative details	
	Name	
	Address	
	Telephone / Fax numbers	
	e-mail address	
1.7	Litigation (ITT Sub-Cause 4.5)	
	If there is no history of litigation or no pending litigation then state opposite "None". If there is a history of litigation, or a number of awards, against the Tenderer provide details below.	

	A. – History of Litigation during the last 5 years			
	Year	Matter in dispute	Value of Award	As % of net worth
	B. – Pending Litigation			
		Matter in dispute	Value of Claim	As % of net worth
1.8	Tenderer to attach photocopies of the following original documents		Articles of Incorporation or Registration of the legal entity named above; Trade License Latest Income Tax Clearance Certificate Latest VAT Clearance Certificate <i>Others (to be completed by the Purchaser if required).</i>	
1.9	Tenderer's Value Added Tax Registration (VAT) Number			
1.10	Tenderer's Income Tax Identification (TIN) Number			
2. Qualification Information of the Tenderer [ITT Clauses 10]				
2.1	Numbers of years of experience of the Tenderer in the supply of similar goods and relates services (ITT 10.1(a))			
2.2	Minimum level of production capacity or availability of equipment (ITT 10.1(b))			
3. Financial information of Tenderer [ITT Clause 11]				
3.1	The Tenderer shall have satisfactorily completed at least three (3) contracts of similar size and nature (period of contract execution, contract amount, and types and numbers of items of items delivered) during the last three (3) years (ITT 11.1)			
3.2	Financial reports or balance sheets or profit and loss statements or auditor's reports or bank references with documents or a combination of these demonstrating availability of liquid assets (ITT 11.2). List below and attach copies.			
3.3	Name, address, contact details of Banks that may provide references if contacted by the Purchaser			

Form BPD1-16

Manufacturer's Authorisation Letter

[This letter of authorisation should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer]

Invitation for Tender No:

Date:

Tender Package No:

To:

Name and address of Purchaser]

WHEREAS, we *[name and address of manufacturer]* are reputable manufacturers having factories at *[list of places of factories]*

Do hereby:

1. Authorise *[name of Tenderer]* to submit a Tender in response to the Invitation for Tenders indicated above, the purpose of which is to provide the following Goods, *[description of goods]*, manufactured by us, and to subsequently sign the Contract for the supply of such Goods; and,
2. Extend our full guarantee and warranty in accordance with GCC Clause 22, with respect to the Goods offered in the Tender.

Signed

In the capacity of:

Duly authorised to sign the authorisation for
and on behalf of

[Name of manufacturer]

Date:

Form BPD 1-17

Bank Guarantee for Tender Security

[This is the format for the Tender Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Sub-Clause 21.2(a)(ii); a foreign bank may provide a bank guarantee through its corresponding bank in Bangladesh]

Invitation for Tender No:

Date:

Tender Package No:

To:

[Name and address of Purchaser]

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 supply of [description of goods and related services] under the above Invitation for Tenders (hereinafter called "the IFT").

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

At the request of the Tenderer, we [name of bank with address of the branch] hereby irrevocably and unconditionally undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of [insert currency in words] [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- (b) does not accept the correction of arithmetical errors in accordance with the Instructions to Tenderers of the IFT; or
- (c) having been notified of the acceptance of the Tender by the Purchaser during the period of Tender validity, (i) fails or refuses to furnish the Performance Security in accordance with the ITT, or (ii) fails or refuses to execute the Contract Form,

This guarantee will expire:

- (a) if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Tenderer as issued by you; or
- (b) if the Tenderer is not the successful Tenderer, twenty eight days after the expiration of the Tenderer's Tender validity period, being [date of expiration].

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

Signature

Signature

Section 8: Tender Evaluation

1. All TEC (QEC) members shall sign an integrity form prior to the commencement of the evaluation (Form IF-1).
2. The TEC will work as per the procedure enumerated in Paragraphs 11.20, 11.21, 11.22 and 11.24 of the BPGIP. They will prepare, check and verify the comparative statement of all the conditions/requirements as stipulated in the specifications, both general and technical, as well as the prices given in the price schedule etc. A thorough and a detailed study of all the facets involved with the particular procurement shall determine (i) whether the various tenders received are meeting all qualification criteria, and (ii) and whether those tenders passing the qualification stage meet the technical specifications stipulated in the Tender Invitation Documents.
3. **Negotiation.** Negotiation may either be carried out by the TEC with the lowest evaluated tenderer or alternatively with the three (3) lowest evaluated bidders (ranked as nos. 1, 2 and 3) for accruing further benefits to BRAC. These negotiations shall follow the broad guidelines of BPGIP, Part I, Clause 15.
4. A number of forms can help them in the performance of their tasks. These are:

Form No	Nomenclature
BPD 1-18	Comparative Statement of all the tender offers.

Form BPD 1–18

Comparative Statement (CS) of Tender Offers

SI No	Purchaser's Requirements/Specs	Tenderer A	Tenderer B	Tenderer C	Tenderer D
01					
02					
03					
04					
05					
06	Quoted Price including VAT/TAX				

Note: Add as many columns as you need to fulfil the requirement of specification both general & technical.

Form BPD 1-19

REPORT OF THE TENDER EVALUATION COMMITTEE

TENDER PACKAGE NO:

FUND :

PROJECT :

1. Lot No :
2. Name of Materials / Equipment :
3. Quantity of Materials / Equipment :
4. Mode of Publicity :
5. Date of Selling Document :
6. Date of Opening :
7. Number of Tenders Received :
8. Dates of TEC Meeting :
9. Estimated Price :
10. **DESCRIPTION OF TENDERS** :

Tenderers Name	Quoted Price and Currency	Discount, if any	Total Price and Currency	Position	Percent Higher (Lower) than Est. Price
(a)	(b)	(c)	(d) = (b) – (c)	(e)	(f)

[Note: if, during the course of an ICT, currencies other than Taka are offered, the conversion shall be done in accordance with the stipulations in the tender invitation documents; this also applies to tender securities provided in currencies other than Taka; also, in the case of a foreign tenderer offering goods to be imported on CPT or CFR basis, adjustments for costs such as customs clearance, import duties, etc., shall be made in accordance with the stipulations in the tender invitation document.]

11. Discussion on Tenders :

12. Recommendation :

13. Certification :

The Tender Evaluation Committee hereby certifies that “the evaluation has followed the requirements of the Procurement Guide Lines, Procedures and the tender documents, that all facts and information have been correctly reflected in the Evaluation Report and that no substantial or important information has been omitted.

Member, Tender Evaluation Committee

Member – Secretary
Member, Tender Evaluation Committee

Member, Tender Evaluation Committee

Member, Tender Evaluation Committee

Chairman, Tender Evaluation Committee

Section 9: Contract Agreement Forms

1. This Section has to be completed by the Purchaser prior to the Notification of Award Letter being issued. The selected Tenderer will then furnish a Performance Security and sign the Contract Agreement, both within the due period as specified in ITT Clauses 44 and 45. The Section comprises the following Forms:

Form BPD 1-20: Notification of Award Letter.

Form BPD 1-21: Bank Guarantee for Performance Security.

Form BPD 1-22: Form of Contract Agreement.

Form BPD 1-23: Schedule of Requirements.

Form BPD 1-24: Technical Specifications.

Form BPD 1-25: Bank Guarantee for Advance Payment.



Form BPD 1-20
BRAC Procurement Department
BRAC Centre
75, Mohakhali, Dhaka 1212

Notification of Award Letter

[On Purchaser's normal letter- head pad]

Reference No:

Date:

To:

This is to notify you that BRAC Management has been pleased to accept your Tender dated *[insert date]* for the supply of goods and related services for *[name of project/contract]* for the Contract Price of Currency *[amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Tenderers. You are requested to proceed with furnishing a Performance Security (PS) amounting <Currency> <Amount>-----(<Currency>-----) in the form of pay order/bank draft/bank guarantee within seven (7) days, in accordance with ITT Clause 44 failing which your tender security will be confiscated. The PS must be valid until a date 28 days after the date of completion of the supplier's performance obligations under the contract, including any warranty obligations.

We attach the draft Contract Agreement and Contract Documents for your early information. Upon receipt of the PS you will be notified the date of signing of the contract or issuance of the purchase order. You will have to sign the contractual agreement *[in the case of some LTM's: replace 'contractual agreement' with 'purchase order']* within 10 days of such notification by whatever means in accordance with ITT clause 45. Upon receipt of the signed Contract Agreement and Performance Security and an application from you, your tender security will be returned.

Signed

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

Date:

BPD1-21

Bank Guarantee for Performance Security

[This is the format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Clause 44; a foreign bank may provide a bank guarantee through its corresponding bank in Bangladesh]

Reference No:

Date:

To:

[Name and address of Purchaser]

PERFORMANCE GUARANTEE No:

We have been informed that *[name of supplier]* (hereinafter called "the Supplier") has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called "the Contract"), to supply *[description of goods and related services]* under the Contract. Furthermore, we understand that the Contract must be supported by a performance guarantee.

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

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

Signature

Signature

Form BPD 1-22

Contract Agreement Form

[The Purchaser should use normal Letter Headed format or may use a Tk 300 non-judicial stamp or as appropriate]

Contract No:	Contract Date:
From: <i>[Name and address of Purchaser]</i>	<i>[Contact Person Telephone Number Fax Number e-mail address]</i>

To: <i>[name and address of the Supplier]</i>	<i>[Contact person, Telephone Number Fax Number e-mail address Supplier reference]</i>
---	--

THIS AGREEMENT made the *[date]* day of *[month]* *[year]* between *[name and address of Purchaser]* (hereinafter called "the Purchaser) of the one part and *[name and address of Supplier]* (hereinafter called "the Supplier) of the other part:

WHEREAS the Purchaser invited Tenders for certain goods and related services, viz, *[brief description of goods and related services]* and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of *[Currency]* *[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 precedence:
 - a. the signed Form of Contract Agreement;
 - b. the completed Price Schedules;
 - c. the Special Conditions of Contract (SCC);
 - d. the General Conditions of Contract GCC);
 - e. the Schedule of Requirements;
 - f. the Technical Specification;
 - g. the Drawings; and
 - h. Any other document listed in the SCC as forming part of the Contract.
3. The Purchaser has accepted your Tender dated *[insert date]* for the supply of Goods and/or Related Services (and spare parts, if required) as listed in the schedule of Requirements and requests that you provide the goods, related

services (and spare parts, if required) within the delivery dates stated below in the quantities and units and on the Terms and Conditions as stipulated below.

4. Delivery Date: *[to be mentioned]*
5. Delivery Terms for Goods: *[details to be mentioned]*
6. Delivery Location for Goods: : *[details to be mentioned]*
7. Date of Completion of Related Services: *[to be mentioned]*
8. Total Contract Value: *[to be mentioned]*
9. Payment Terms: *[to be mentioned]*
10. Schedule 1: **Goods Requirement**

Item No	Description	Unit	Qty	Unit price	Total Price
1					
2					
3					
4					
5					
6					
7					
Sub-Total for Supply of Goods					
Additional Costs for delivery to Purchaser					
Total amount for supply of Goods, including VAT/Taxes					

11. Schedule 2: **Related Services Requirement:**

Item No.	Description	Unit	Qty	Unit price	Total Price
1					
2					
3					
4					
5					
6					
Sub-Total for related services					
Total amount for related services including VAT/Taxes					

12. Schedule 3: **Spare parts Requirement:**

Item No.	Description	Unit	Qty	Unit price	Total Price
1					
2					
3					
4					
7					
Sub-Total for supply spare parts					
Additional costs for delivery to purchaser					
Total amount for supply of spare parts including VAT/Taxes					

13. In consideration of the payment to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and related services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
14. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Duly Authorized representative for the
purchase or 1st party

Duly Authorized representative for the
Tenderer or 2nd party

Signature
Print name:

Designation:

Date:

Signature
Print name:

Designation:

Date:

	Witness		Witness
1		1	
2		2	

Form BPD 1-23

Schedule of Requirements

Invitation for Tender No :

Date :

Tender Package No :

A. List of Goods and Delivery Schedule

- When completing the Form the Tenderer shall quote prices and contract delivery dates for each item against each lot and show each Lot separately, as specified in the List of Goods and Delivery Schedule.

Item No	Description of Item	Unit Of Supply	Quantity of Units Required	Points Of Delivery	Delivery Time
1	2	3	4	5	6
Lot No 1 : [enter description]					
	[add as many rows and details as there are individual items in the Lot]				
Lot No 2 : [enter description]					
	[add as many rows and details as there are individual items in the Lot]				
Lot No 3 : [enter description]					
	[add as many rows and details as there are individual items in the Lot]				
Lot No 4 : [enter description]					
	[add as many rows and details as there are individual items in the Lot]				

Note 1 : The Purchaser must specify the option from which the delivery required will start:

- (a) from date of notification of contract award, or
- (b) from date of contract signature, or
- (c) from date of opening of letter of credit; or
- (d) from date of confirmation of letter of credit

B. List of Related Services and Completion Schedule

2. When completing the Tenderer shall quote prices and contract delivery dates for each item against each lot.

Item No	Description of Related Services	Unit Of Supply	Quantity of Units Required	Points at which Services are required	Delivery Time
1	2	3	4	5	6
Lot No 1 : [enter description]					
	[add as many rows and details as there are individual items in the Lot]				
Lot No 2 : [enter description]					
	[add as many rows and details as there are individual items in the Lot]				
Lot No 3 : [enter description]					
	[add as many rows and details as there are individual items in the Lot]				
Lot No 4 : [enter description]					
	[add as many rows and details as there are individual items in the Lot]				

Note 1 : The Purchaser must specify the option from which the completion of services will start:

- (a) from date of notification of contract award, or
- (b) from date of contract signature, or
- (c) from date of opening of letter of credit; or
- (d) from date of confirmation of letter of credit

Form BPD 1-24

Technical Specifications

The Goods and Related Services shall comply with following Technical Specifications:

Item No	Name of Item or Related Services	Technical Specification and Standards
1	2	3
Lot No 1 : [enter description]		
	<i>[add as many rows and details as there are individual items in the Lot]</i>	<i>[The Purchaser must explain in clear terms the exact Technical Specification and any relevant National or International Standards, which have to be followed for the manufacture and supply of the goods or related services.]</i>
Lot No 2 : [enter description]		
	<i>[add as many rows and details as there are individual items in the Lot]</i>	
Lot No 3 : [enter description]		
	<i>[add as many rows and details as there are individual items in the Lot]</i>	
Lot No 4 : [enter description]		
	<i>[add as many rows and details as there are individual items in the Lot]</i>	

Form BPD1-25

Bank Guarantee for Advance Payment

[this is the format for the Advance Payment Security to be issued by a scheduled bank of Bangladesh; a foreign bank may provide a bank guarantee through its corresponding bank in Bangladesh]

Contract No :

Date :

To

[Name and address of Purchaser]

ADVANCE PAYMENT GUARANTEE No:

We have been informed that [name of Supplier] (hereinafter called "the Supplier") has undertaken, pursuant to Contract No [reference number of Contract] dated [date of Contract] (hereinafter called "the Contract") to supply of [description of Goods and Related Services] under the contract.

Furthermore, we understand that, according to your Particular Conditions of Contract Sub-Clause 17.3 that Advance Payment(s) on Contracts must be supported by a bank guarantee.

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

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

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

Signature

Signature

APPENDIX III

Standard Request for Quotation (RFQ) for Procurement of Goods and Related Services

Guidance Note

1. This procedure shall be followed when a purchaser wishes to select a supplier for the supply of simple off-the-shelf; low value goods for which the award of Purchase Order is being determined on the basis of lowest evaluated quotation.
2. There is no mandatory requirement of tender security or performance security because of the nature of procurement; however, if in the opinion of BPD a performance security would be beneficial, then it may be requested for an amount of up to 5% of the estimated value of the procurement.
3. The confirmation of the award should be in the form of a Purchase Order, prepared by the Purchaser, attached to which will be the conditions of purchase. The purchase Order will be signed by both the Purchaser and the supplier, the original will be kept by the Purchaser and a copy given to the supplier.
4. The following forms will be applicable:
 - BPD 2-1: Request for Quotation (RFQ) for supply of <insert description of goods and related services>.
 - BPD 2-2: Schedule of Items and Priced Quotations.
 - BPD 2-3: Technical Specifications of the goods Required.
 - BPD 2-4: Standard Specimen of Documentation and Conditions.
 - BPD 2-5: Purchase Order
5. Payment made against any Purchase Order arising from this Request for Quotation will only be made in Bangladesh Taka. The Unit Rate(s) offered by the Supplier, if accepted, shall remain fixed for the duration of the Purchase Order.
6. Any potential supplier's quotation, in duplicate, must be delivered to the office of the undersigned **on or before** [state time and date]. Any quotation received later than the schedule time will be rejected and returned unopened. The envelope containing the quotation must be clearly marked "Quotation for [state nature of goods] and DO NOT OPEN before [state of time and date]."
7. All quotations must be valid for a period of thirty (30) days from the closing date of the Request for Quotation.
8. The quotation shall be completed and signed by an authorized representative of the Supplier. In the case of a Supplier offering to supply goods that the Supplier itself does not manufacture or otherwise produce, the Supplier must show that they have been duly authorized by the goods' manufacturer to supply the goods in Bangladesh.
9. In case of any arithmetical discrepancy between the Unit Rate and the Total Amount quoted, then the Unit Rate shall prevail for both the evaluation of quotations and the subsequent Purchase Order.
10. Depending on the final requirements; the quantities shown may be increased or decreased by up to fifteen percent (15%) and this shall be reflected in the Purchase Order.
11. There will be no public opening of quotations; the Purchase is not bound to accept the lowest quotation and reserves the right to accept or reject any or all the quotations without assigning any reason whatsoever.

BPD 2-1

Request for Quotation (RFQ)

[Purchaser to use normal Letter Head format]

[Brief description of goods and Contract Package number as shown in the Procurement Plan]

To: [name and address of the Supplier]

Date: [date of issue of the RFQ]

To:

.....
.....
.....

Subject: Request for Quotation for Supply of (name of item)

1. Sealed quotations are hereby invited for the following (name of item) under the terms and conditions mentioned below on their Letter Head Pads.

Sl. No	Name of the Item	Quantity	Unit Price	Total Price	Remarks
01.					

2. Terms & Conditions:

(a) Quotations to be submission by:

(b) Quotations may be sent by:

(c) Following documents are to be submitted:

- (i) Copy of Trade License.
- (ii) Copy of VAT Registration Certificate.
- (iii) Up to date copy of Tax payment receipt.

(d) Others Terms & Conditions:

- (i) Income Tax, VAT will be deducted at source as per applicable Government rules.
- (ii) Delivery should be given at BRAC central store at your own cost.
- (iii) [Optional: *if in the opinion of BPD a performance security would be beneficial, then it may be requested for an amount of up to 5% of the Purchase Order value*]: x% of the total amount will have to be deposited by successful bidders as performance security.
- (iv) Goods must be delivered from ready stock within 7 days *[modify as required]*.

(e) BRAC reserves the right to accept or reject any or all tenders without assigning any reason.

Thanking you
Yours sincerely,
For, BRAC

Signature

Form BPD 2-2

Schedule of Items and Priced Quotation

[Describe below the items, unit and quantity of the goods required]

SL	Item	Description & Details	Unit	Qty	Unit Rate Tk.	Total Amount Tk.
		Sub-Total for supply of Goods				
		Additional Costs for delivery to Purchaser (if applicable)				
		Total Amount for Supply of Goods, excluding VAT/Taxes				
		VAT/Taxes				
		Total Amount For Supply of Goods to Purchaser (Including VAT/Taxes)				
		Goods to be supplied to <i>[Destination of Goods]</i>				

Total Amount in Taka (in words)	<i>[enter the Total Amount for Supply of Goods, excluding VAT/Taxes.</i>	
Delivery Offered		Days delivered to Purchaser from date of issue of the Purchase Order by the Purchaser
Warranty Provided	12	Months from date of supply or commissioning of the Goods [change or delete, if 12 months are not appropriate or warranty does not apply (e.g. for perishable goods)].

Signature of Supplier	Supplier's Stamp
Name of Supplier	
Date	

[The Supplier should attach copies of relevant brochures/catalogue for the equipment to be supplied, which will give sufficient data to permit effective evaluation of the quotation]

Form BPD2-3

Technical Specification of the Goods Required

SL	Item	Specification

The Supplier should also provide a priced schedule of consumables that are expected to be required on the basis of a normal utilization of the equipment over a period of two (2) years.

The priced schedule will not be taken into account in the quotation evaluation, but will be used to determine anticipated operational costs of the equipment.

The Supplier is required to mention make /model (as applicable) of the goods to be supplied and must attach the appropriate original printed literature / brochures for the various items listed.

Signature of Supplier	Supplier's Stamp
Name of Supplier	
Date	

Form BPD 2-4

Documentation Required and Other Terms and Conditions

A. Documentation Required with the Submission of the Quotation

The Supplier shall attach the following documents to its quotation;

- (a) A duly completed and signed priced offer as per the Schedule of Items and the Priced Quotation. Note that all prices shall be quoted in Bangladesh Taka;
- (b) A Valid Trade License;
- (c) A valid TIN Certificate;
- (d) A Manufacturer's Authorization Letter (if applicable);
- (e) Technical Specification of the Goods to be supplied; and
- (f) Completion Certificates for at least two (2) contracts for similar goods supplied by the Supplier during the last two (2) years.

B. Terms and Conditions for the Supply of Goods and Payment.

The Conditions attached hereinafter may only be varied with the written agreement of the Purchaser and no terms and conditions put forward at any time by the Supplier shall form any part of the Contract.

- a) There is no mandatory requirement of tender security or performance security because of the nature of procurement. *[however, if in the opinion of BPD a performance security would be necessary it may be requested for an amount of up to 5% of the estimated value of the procurement and the text of this Clause shall be changed accordingly].*
- b) the supply of the goods shall be completed within seven (7) days from the date of signature of the Purchase Order by both parties *[if required, the delivery period may be adjusted; adjustment shall in that case be made consistently in all applicable documents];*
- c) after completion of the supply of the goods, the supplier shall submit an original Invoice, and two (2) copies, to the Purchaser. The invoice shall show the cost of the goods and VAT /Taxes separately;
- d) payment of the Invoice shall be arranged by the Purchaser, within thirty (30) days from the date of issue of the delivery receipt by the Purchaser, but only against the actual supplied quantities of goods as listed in the Purchase Order;
- e) payments against VAT/Taxes and other impositions shown in the Supplier's invoice shall either:
 - (i) be made as per Govt. procedure, at the time of settlement of the Invoice; or
 - (ii) be made in advance by the Supplier, who shall then submit the Treasury Challan, which has been paid through the Bangladesh Bank.
- f) the Purchaser may, by written notice sent to the Supplier, terminate the Contract in whole or in part at any time for its convenience:
 - (i) if the Supplier fails to deliver any or all the goods within the time period(s) specified in the Purchase Order, or
 - (ii) if the Supplier fails to perform any other obligation(s) under the Purchase Order, or
 - (iii) if the Supplier, in either of the above circumstance does not cure its failure within a period of (3) three calendar days after receipt of a notice of default from the Purchaser specifying the nature of the default(s), or
 - (iv) if the Supplier, in the judgment of the Purchaser, has engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in executing the tasks under this Purchase Order; and
- (g) The Supplier shall provide the warranty, as stipulated in the Quotation document, for the goods to be supplied and confirm that if any faults are detected within the Warranty period in the supplied/installed goods, the Supplier shall be bound to rectify the fault or replace the goods as the case may be.

BDP 2-5

PURCHASE ORDER FOR THE SUPPLY OF GOODS

[Purchaser to use normal Letter Head format]

Purchase Order No : **Purchase Order Date :**

From : [Contact person,
[name and address of Purchaser] Telephone Number
Fax Number
e-mail Address]

To : [Contact Person,
[name and address of the Supplier] Telephone Number
Fax Number
e-mail Address
Supplier reference]

Delivery Date : **Order Value :**
Tk :

Delivery Terms :

The purchaser has accepted your Quotation dated [insert date] for the supply of Goods as listed below and request that you provide the Goods within the delivery date stated above, in the quantities and units and on the Terms and Conditions as stipulated below. For convenience a copy of your signed quotation is attached.

ORDER ITEMS					
Item No	Description	Supplier Ref	Unit Price	Qty	Total Price

In acceptance of this Purchase Order you are requested to sign below, at which time the Contract shall become legally binding upon both parties. You are also requested to confirm that you will be supplying the goods within the Delivery date mentioned above.

Terms and Conditions for Supply of Goods

The Conditions attached hereinafter may only be varied with the written agreement of the Purchaser and no terms and conditions put forward at any time by the Supplier shall form any part of the Contract.

- (a) a Performance Security is not required. *[however, if in the opinion of BPD a performance security would be necessary, and was part of the request for quotations, the following text shall be used: a Performance Security of x% is required; a percentage of up to 5% may be requested].*
- (b) the supply of the goods shall be completed within seven (7) days from the date of signature of the Purchase Order by both parties *[if required and part of the request for quotations, the delivery period may be adjusted; adjustment shall in that case be made consistently in all applicable documents];*
- (c) after completion of the supply of the goods, the Supplier shall submit an original Invoice, and two(2) copies, to the Purchaser. The invoice shall show the cost of the goods and VAT/Taxes separately;
- (d) payment of the Invoice shall be arranged by the Purchaser, within thirty (30) days from the date of issue of the delivery receipt by the Purchaser, but only against the actual supplied quantities of goods as listed in the Purchase Order;
- (e) payments against VAT/Taxes and other impositions shown in the Supplier's invoice shall either:
 - (i) Be made through the Account General's Office, at the time of settlement of the Invoice; or
 - (ii) Be made in advance by the supplier, who shall then submit the Treasury Challan, which has been paid through the Bangladesh Bank;
- (f) the Purchaser may, by written notice sent to the Supplier, terminate the Contract in whole or in part at any time for its convenience:
 - (i) if the Supplier fails to deliver any or all the goods within the time period(s) specified in the Purchase Order, or
 - (ii) if the Supplier fails to perform any other obligation(s) under the Purchase Order, or
 - (iii) if the Supplier, in either of the above circumstances does not cure its failure within a period of (3) three calendar days after receipt of a notice of default from the Purchaser specifying the nature of the default(s), or
 - (iv) if the Supplier, in the judgment of the Purchaser, has engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in executing the tasks under this Purchase Order; and
- (g) The supplier shall provide the warranty, as stipulated in the Quotation document, for the goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed goods, the Supplier shall be bound to rectify the fault or replace the goods as the case may be.

For the Purchaser:

Signature

Print Name

Designation

Date

For the Supplier:

Signature

Print Name

Designation

Date

Appendix IV: Drawings

Notes on Drawings

Insert here a list of Drawings that are required for the Supplier to complete the Contract, and which should be attached to the Contract Agreement or provided in a separate folder. The Drawings shall be dated, numbered and (as applicable) show the revision number.



PART III

Non-consulting Services

Forms and Templates



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PART III

Implementation Procedures

The Procedures for Implementation of the Guidelines are incorporated in the Appendices given below. All procurement officials will adhere to these procedures. Deviation to these procedures could only be done with the approval of appropriate authorities.

Appendix I Procedures for Preparation of Procurement Requirement (PR) and Procurement Plan (PP).

Appendix II Standard Tender Document (STD)

Appendix III Standard Request For Quotation (SRFQ)

Appendix IV Drawings

Also applicable are the following Appendices of Part V:

Appendix I Statement of Integrity

Appendix II Monitoring

Appendix III Record Keeping

Appendix IV Procurement Thresholds

APPENDIX I

Procedure for Preparation of Procurement Requirement (PR) and Procurement Plan (PP)

Procurement Requirement (PR)

The Generic Procurement Cycle begins with the defining of the needs. The field offices of each programme will forward their needs to the programme at Head Office. The respective programme will then verify the needs and forward the same to the Finance Department for confirmation of availability of budget. The Finance Department, after such confirmation, will allocate the budget Code No and return the same to the concerned programme. Now these needs will transform into a Procurement Requirement (PR). Similar exercise will be carried out for Head Office requirement.

The consolidated PR is then to be forwarded to the BPD for preparation of the Procurement Plan (PP). The Format of PR is appended below:

Form BPD-PP-4

YEARLY PROCUREMENT REQUIREMENT (PR) (01 January-----to 31 December-----)

Program / Department :-----
Name of Office :-----
Signature :-----

Sl No	Name of Service	Unit	Qty Reqd	Est. Cost	Delivery Schedule	Verified By	Budget Code	Approved by Director Prog/Depart.	Remarks
1	2	3	4	5	6	7	8	9	10

Note: Column 1 to 6 are to be filled up by the field offices/sections at HO, Column 8 by the Finance Depart and column 7&9 by the concerned Programme Department.

Preparation of Procurement Plans (PP)

Upon receipt of the PR the BPD will prepare the PP as per the guidelines given in Para 6 to of the BPGIP. The PP identifies the packages for non-consulting services that are required under the project / programme/department. It identifies each procurement package, giving it a unique code and considers the expected cost of the package, as well as the anticipated dates when the procurement package will be supplied. A schedule as shown below, comprising BDP-PP-5 and BPD-PP-6, shall be prepared:

Form BPD-PP-5 Schedule for PP

SI No.	Activity	Note
1	Package Number	In ascending numerical order (e.g. SD1, SD2, SD3; etc.)
2	Description of Procurement Package	Brief description of the procurement package, expressed in quantifiable terms.
3/4	Unit / Quantity	The unit of required services. (e.g. set, sqm, lump sum) The quantity of the unit required (e.g. 1, 2, 3 etc. or 1,500 etc.)
5	Procurement Method	Procurement Method (e.g. OTM; LTM, DPM etc.)
6	Contract Approving Authority	State here the approving authority that gave approval to the Tender / Proposal Evaluation Report.
7	Source of Funds	Source of Funds (Own or Development Partners e.g. IDA, ADB, EU etc.
8	Estimated Cost	Express the anticipated cost in Taka as per the internationally accepted terminologies e.g. 5 million for 50 lac and so on.
9–12	Indicative Dates	There are the three key dates of any procurement activity, the date at which the Procuring Entity invites Tenders, the date at which a Contract is expected to be signed and the expected date of completion of the Contract.
9	Pre-Qualification	This may be used for larger service contracts, or for specific services (e.g. electrical).
10	Invitation for Tender	State the anticipated date when the Advertisement will be placed and when the Tender Document will be ready for issue.
11	Signing of Contract	State the anticipated date when the Contract will be signed.
12	Completion of Contract	State the anticipated date when the Contract will be completed, excluding any warranty period or defects liability period.

Form BPD-PP-6
PROCUREMENT PLAN
(Sample)

SI No.	Package No.	Description of Procurement Package (as per PR)	Unit	Quantity	Procurement Method	Contract Approving Authority	Source of Funds	Estimated Cost in Tk. (Lakh)	Indicative Dates			
									Pre-qualification	Invitation for Tender	Signing of Contract	Completion of Contract
-	1	2	3	4	5	6	7	8	9	10	11	12
1	S1	Development of Accounting Software	No	10	OTM		Own	200`		14 Jun 11	14 Aug 11	15 Nov 11
2	S2	Provision of Electrical Installation Services	No	50	LTM		Own	50	14 May 11	14 Jun 11	14 Aug 11	30 Nov 11
3	S3	Provision of Plumbing Services (breakdown)	No	1	DPM		Own	0.25		21 Jun 11	29 Sept 11	15 Nov 11
4	S4							0.000				
5	S5							0.000				
6	S6							0.000				
7	S7							0.000				
7	S7							0.000				
8	S8							0.000				
9	S9							0.000				
10	S10							0.000				
11	S11							0.000				
12	S12							0.000				
13	S13							0.000				
14	S14							0.000				
Total Value								230,000				

APPENDIX II

Standard Tender Documents (STD) For Open Tendering and Limited Tendering Methods

Guidance Notes

1. These guidance notes have been prepared to assist in the preparation and use of the Standard Tender Document (STD) for the procurement of Non-consulting Services under OTM and LTM. All contract awards are to be made in principle to the lowest evaluated tender; however, pursuant to Part I, Clause 15 of this BPGIP, the TEC may recommend negotiations with the three (3) lowest evaluated bidders (ranked as nos. 1, 2 and 3).
2. This document will be used for the Open Tendering Method and also for the Limited Tendering Method, whereby tenders are invited from a list of enlisted tenderers, and in such latter instances (i.e. LTM only) the advertising of such invitations will not be required.
3. STD is based upon internationally acceptable model formats, which have been adapted to suit the particular needs of procurement within BRAC. The STD has 9 Sections, of which **Section 1 Instruction to Tenderer (ITT) and Section 3 General Conditions of Contract (GCC) must not be altered or modified under any circumstances.**
4. The way in which the BRAC Procurement Department (BPD) addresses its specific needs is through the information provided in the **Tender Data Sheet (TDS)** and the detailed requirements of the procurement in the **Technical Specification (TS)** and/or the **Drawings**, if any.
5. STD, 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 BPD can fairly, transparently and accurately carry out a tender evaluation process on the tenders submitted by the tenderers.
6. The following briefly describes the Sections of STD and how it should be used when preparing a particular Tender Document. PLEASE NOTE that Section 5, Section 6 and Section 8 do NOT form part of the STD given to prospective tenderers – those are simply listed to keep the sequence of the process.

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. This section also contains the criteria to be used by the purchaser i.e. the BPD in order to determine the lowest evaluated tender and the qualifications of the tenderer to perform 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 (ITT).

Section 3: General Condition of Contract (GCC)

This Section provides the General Conditions of Contract that will apply to the contract that is issued to the successful tenderer. **The text of the clauses in this Section shall not be modified.**

Section 4: Special Conditions of Contract (SCC) .

This section provides clauses specific to the particular contract that modify or supplement Section 3: General Conditions of Contract (GCC).

Section 5: Tender Preparation Forms.

This section consists of the Requisition Form, the computer generated IFT and the IFT for advertisement, both single and multiple.

Section 6: Tender Opening Steps and Forms.

This section consists of the forms, which are required during tender opening e.g. Tender Dropping Record Sheet, Tender Opening Sheet etc.

Section 7: Tender Submission Forms.

This section provides the standard format for the Tender Submission Sheet, Price Schedule, Specification Submission Sheet and Tender Security Form to be submitted by the tenderer.

Section 8: Tender Evaluation Forms.

This section consists of the forms that will be required during tender evaluation e.g. Comparative Statement (CS) and Report on Tender Evaluation.

Section 9: Contract Forms.

This section contains the Notification of Award and the Contract Agreement Forms, which when completed, incorporates any corrections or modifications to the accepted tender relating to amendments permitted by the ITT, the GCC and the PCC. The Performance Security, the Advance Payment Security and the Schedule of Requirements are also part of the contractual agreement. The Schedule of Requirements provides for the list of Non-consulting Services, Delivery Schedule and Completion Schedule, which must be carefully prepared by the BPD for each procurement case.

*BRAC Head Office
BRAC Centre, 75, Mohakhali, Dhaka 1212*

TENDER DOCUMENT

[Enter here the nature of the non-consulting services to be procured]

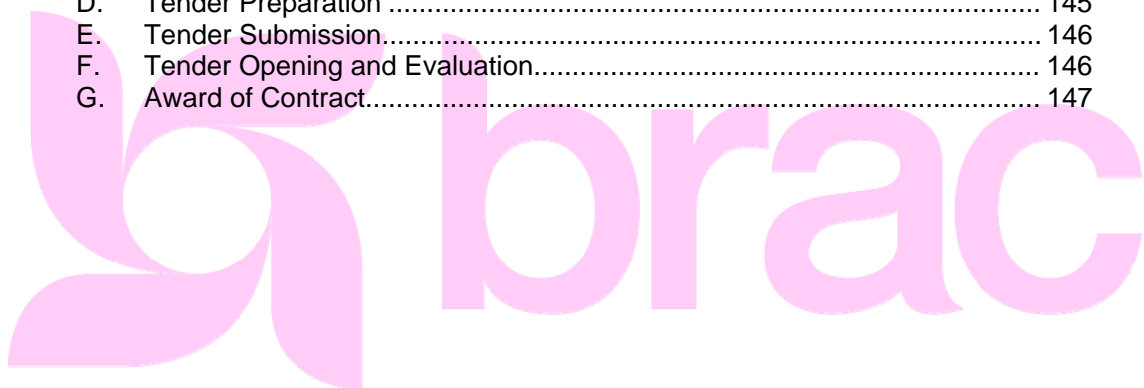
Invitation for Tender No:
Issued on:
Tender Package No:

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Standard Tender Document

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STANDARD TENDER DOCUMENTS (STD)

Section 1: Instructions to Tenderers (ITT)

A. General

- | | |
|--|---|
| 1. Scope of Tender | <p>1.1 The Purchaser indicated in the Tender Data Sheet (TDS), issues this Tender Document for the provision of Services, and Related Consumables/Goods incidental thereto, as identified in the TDS and as specified in detail in Section 7: Tender Submission.</p> <p>1.2 The successful Tenderer will be required to complete the provision of the services and related consumables/goods (if applicable), as specified in Section 7.</p> <p>1.3 Throughout this Tender Document:</p> <ul style="list-style-type: none">(a) The term “in writing” means communicated in written form with proof of receipt;(b) If the context so requires, singular means plural and vice versa; and(c) “Day” means calendar day. |
| 2. Source of Funds | <p>2.1 The Purchaser has been allocated 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.</p> <p>2.2 For the purpose of this provision, “funds” means any monetary resources appropriated to BRAC, or revenues generated by BRAC and its entities or aid grants and credits put at the disposal of BRAC by the development partners through the Government or directly through bilateral agreement/understanding.</p> <p>2.3 Payments by the development partner, if so indicated in the TDS, will be made only at the request of BRAC and upon approval by the development partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subjected in all respects to the terms and conditions of that Agreement.</p> |
| 3. Corrupt, Fraudulent, Collusive or Coercive Practices | <p>3.1 The BRAC requires that Tenderers and Suppliers shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts.</p> <p>3.2 In pursuance of this requirement, the Purchaser shall:</p> <ul style="list-style-type: none">(a) Exclude the Tenderer from participation in the procurement proceedings concerned or reject a proposal for award and(b) Declare a Tenderer ineligible, either permanently or for a stated period of time, from participation in procurement proceedings under public funds; if it, at any time, determines that the Tenderer has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under BRAC funds. <p>3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Purchaser, it shall, in the first place, allow the Tenderer to provide an explanation and shall, take</p> |

actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Tenderer concerned. Any communications between the Tenderer and the Purchaser related to matters of alleged fraud, corruption, collusive or coercive practice shall be in writing.

3.4 The Tenderer shall be aware of the provisions on fraud, corruption, collusive and coercive practices stated in GCC Clause 3.

3.5 The Purchaser's personnel have an equal obligation not to solicit, ask for and/or use coercive, collusive, corrupt or fraudulent methods to obtain personal benefits in connection with the said proceedings.

4. Eligible Tenderers

4.1 This Invitation for Tenders is open to eligible Tenderers from all countries, **except for any specified in the TDS**. This criterion shall also apply to the determination of the nationality of proposed sub-suppliers for any part of the Contract including Related Consumables/Goods.

4.2 A Tenderer may be a physical or juridical individual or body of individuals, or company, invited to take part in a Tender in response to an Invitation for Tenders. Furthermore, a Tenderer is permitted to form a Joint Venture, Consortium or Association (JVCA) in preparing and submitting this Tender; tenders submitted by a joint venture of two or more partners shall comply with the following requirements:

- (a) The tender, and in case of successful tender, the Contract, shall be signed so as to be legally binding on all partners;
- (b) One of the partners shall be authorised to be in charge; and this authority shall be evidenced by submitting a power of attorney signed by legally authorised signatories of all the partners;
- (c) The partner in charge shall be authorised to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture;
- (d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorisation mentioned under (b) above as well as in the Tender Submission Form and the Contract (in case of a successful tender); and
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

4.3 A BRAC-owned enterprise in Bangladesh may also participate in the Tender under the same conditions as any other tenderer, and no advantages shall be given to such BRAC-owned enterprises.

4.4 The Tenderer shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITT Sub-Clause 3.3.

4.5 The Tenderer with a consistent history of litigation or a number of arbitration awards against it, **as specified in the TDS**, shall not be eligible to tender. The Tenderer shall supply the information requested in the Tenderer Information Form.

4.6 The Tenderer shall have the legal capacity to enter into the Contract.

- 4.7 The Tenderer shall not be insolvent, be in receivership, be bankrupt or being wound up, its business activities shall not be suspended, and it shall not be the subject to legal proceedings for any of the foregoing.
- 4.8 The Tenderer shall have fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.
- 5. Eligible Goods and Related Services**
- 5.1 All services and related consumables/goods to be supplied under the contract are eligible, unless their origin is from a country **specified in the TDS**.
- 5.2 For purposes of this clause, "origin" means the place from which the services are supplied and the place where the consumables/goods are mined, grown, or produced.
- 5.3 The origin of services and related consumables/goods is distinct from the nationality of the Tenderer.

B. Tender Document

- 6. Tender Document: Sections**
- 6.1 The Sections comprising the Tender Document are listed below and should be read in conjunction with any amendment issued in accordance with ITT Clause 8.
- Section 1: Instructions to Tenderer;
 - Section 2: Tender Data Sheet;
 - Section 3: General Conditions of Contract (GCC),
 - Section 4: Special Conditions of Contract (SCC) ,
 - Section 5: Tender Submission Forms; and
 - Section 6: Contract Forms
- 6.2 The Purchaser will reject any Tender submission if the Tender Document was not purchased directly from the Purchaser, or through its agent, **as stated in the TDS**.
- 6.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in Tender Amendments, if any. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.
- 7. Tender Document: Clarification**
- 7.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchaser's address **indicated in the TDS**. The Purchaser will respond in writing to any request for clarification received no later than five (5) days prior to the deadline for submission of Tenders.
- 7.2 The Purchaser shall forward copies of its response to all those who have purchased the Tender Document, including a description of the enquiry but without identifying its source.
- 7.3 Should the Purchaser deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 8 and ITT Sub-Clause 24.3.
- 8. Tender Document: Amendment**
- 8.1 At any time prior to the deadline for submission of Tenders, the Purchaser for any reason, on its own initiative or in response to a clarification request in writing from a Tenderer, having purchased the Tender Document, may amend the Tender Document by issuing an

amendment.

- 8.2 Any amendment issued shall become an integral part of the Tender Document and shall be communicated in writing to all those who have purchased the Tender Document.
- 8.3 To give a prospective Tenderer reasonable time in which to take an amendment into account in preparing its Tender, the Purchaser may, at its discretion, extend the deadline for the submission of Tenders. In the event that an amendment is issued with a period of only one-third or less of the Tendering period remaining, then the deadline for the submission of Tenders may be extended by the Purchaser, if so requested by a substantial number of Tenderers, provided the delivery schedule so permits.

C. Qualification Criteria

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| 9. Tenderer-
General
Criteria | 9.1 The Tenderer shall possess the necessary professional and technical qualifications and competence, financial resources, production capability with equipment and other physical facilities, including after-sales service where appropriate, managerial capability, specific experience in the procurement object, reputation, and the personnel to perform the contract. |
| | 9.2 To qualify for a multiple number of lots in a package for which tenders are invited in the Invitation for Tenders, the Tenderer shall demonstrate having resources and experience sufficient to meet the aggregate of the qualifying criteria for the individual lots. |
| 10. Tenderer:
Experience
Criterion | 10.1 The Tenderer shall have the following minimum level of service provision experience to qualify for providing the Services and related Consumables/Goods under the contract:
(a) specific experience in the provision of similar services and related consumables/goods as specified in the TDS ; and
(b) a minimum level of production capacity and availability of tools/equipment and qualified staff as specified in the TDS . |
| 11. Tenderer:
Financial
Capacity | 11.1 The Tenderer shall demonstrate that it has satisfactorily completed provision of similar services of value under at least three (3) contracts over a period as stated in the TDS . |
| | 11.2 The Tenderer shall have the availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the TDS . |

D. Tender Preparation

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| 12. Tender: Only
One | 12.1 A Tenderer shall submit only one Tender for the total requirement. A Tenderer who submits or participates in more than one Tender will cause all the Tenders with that Tenderer's participation to be rejected. |
| 13. Tender:
Preparation
Costs | 13.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process. |
| 14. Tender:
Language | 14.1 The Tender, as well as all correspondence and documents relating to the Tender shall be written in English or Bangla language, unless otherwise specified in the TDS . Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are |

accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

14.2 The Tenderer shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

**15. Tender:
Contents of
Tender
Submission**

15.1 The Tender prepared by the Tenderer shall comprise of the:

- (a) Completed Tender Submission Letter (Form BPD 3-11).
- (b) Completed Price Schedule (Form BPD 3-12).
- (c) Completed Schedule of Goods, Related Services and Spare parts (Form BPD 3-13).
- (d) Technical Specification of the Goods and Compliance (Form BPD 3-14).
- (e) Tenderer Information (Form BPD 3-15).
- (f) Manufacturer's Authorisation Letter (Form BPD 3-16), if required.
- (g) Original Tender Security, completed in accordance with ITT Clause 21, if required.
- (h) Any **other document as specified in the TDS.**

**16. Tender:
Alternatives**

16.1 Alternative Tenders shall not be considered, **unless otherwise stated in the TDS.**

**17. Tender:
Prices and
Discounts**

17.1 Tenders are being invited either for individual lots or for any combination of lots. For each lot offered Tenderers must quote for 100% of the services specified and for the full quantity of each service. **If so indicated in the TDS** Contracts may be awarded on a lot-by-lot basis and Tenderers wishing to offer any price reduction for the award of more than one Contract shall specify in their Tender the price reductions applicable to each lot or combination of lots.

**18. Tender:
Prices and
Currency**

18.1 The Tender shall state against each Service required both the Unit Price and the Total Price for the quantity required. For any service listed in the Schedule against which the Tenderer does not quote, it shall be assumed that the Tenderer is unable to supply that service and the Tender will be considered non-responsive.

18.2 All prices shall be quoted in Bangladesh Taka and shall not be subject to variation on any account.

**19. Tenderer:
Disqua-
lification**

19.1 The Purchaser shall disqualify a Tenderer who submits a document containing false information or misleads or makes false representations in relation to any aspect of the tender process. If such an occurrence is proven, the Purchaser may declare such a Tenderer ineligible, either permanently or for a stated period of time, to participate in future procurement proceedings.

19.2 The Purchaser may disqualify a Tenderer who has a record of poor performance, such as abandoning the provision of services, not properly completing the contract (i.e. more than one contract not completed as per the contract conditions), inordinate delays (i.e. more than one contract where the agreed completion time was exceeded by more than 100%), litigation history or financial failures.

**20. Tender:
Validity**

20.1 Tenders shall remain valid for the period **specified in the TDS** after the deadline of Tender submission prescribed by the Purchaser pursuant to ITT Sub-Clause 24.1. The Purchaser shall reject as non-responsive any Tender that is valid for a shorter period than **specified in the TDS.**

- 20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Purchaser may solicit the Tenderers' consent to an extension of the period of validity of their Tenders. The request and the responses shall be made in writing. The Tender Security provided under ITT Clause 21, shall also be suitably extended promptly. 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.
- 21. Tender Security**
- 21.1 The Tenderer shall furnish as part of its Tender, a Tender Security in original form and in an amount in Taka, **as specified in the TDS.**
- 21.2 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 bank guarantee issued by a Scheduled Bank of Bangladesh in the format furnished in Section 7: Bank Guarantee for Tender Security (Form BPD1-17); a foreign bank may provide a bank guarantee through its corresponding bank in Bangladesh;
 - (b) Be payable promptly upon written demand by the Purchaser in the case of the conditions listed in ITT Sub-Clause 21.5 being invoked; and
 - (c) Remain valid for a period of twenty-eight (28) days beyond the original validity period of Tenders, or beyond any period of extension subsequently requested in ITT Sub-Clause 20.2
- 21.3 If a Tender Security is required, the Purchaser shall reject as non-responsive any Tender not accompanied by a valid Tender Security.
- 21.4 Unsuccessful Tenderers' Tender Security will be discharged or returned within twenty-eight (28) days of the end of the Tender validity period specified in ITT Sub-Clause 20.1 and 20.2 or within ten (10) days after the signing of the contract with the successful Tenderer, whichever is earlier. The Tender Security of the successful Tenderer will be discharged immediate upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT Clause 44 and signing the Contract Agreement pursuant to ITT Clause 45.
- 21.5 The Tender Security may be forfeited:
- (a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Submission Letter, except as provided in ITT Sub-Clause 20.2; or
 - (b) If the successful Tenderer fails to:
 - (i) Accept the correction of its Tender Price pursuant to ITT Sub-Clause 33; or
 - (ii) Furnish a Performance Security in accordance with ITT Clause 44; or
 - (iii) Sign the Contract in accordance with ITT Clause 45 cc.
- 22. Tender Format and Signing**
- 22.1 The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Sub-Clause 15.1 and clearly mark it "ORIGINAL". In addition, the Tenderer shall prepare copies of the Tender **as stated in the TDS** and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.

- 22.2 The original and copy of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tenderer. This authorisation shall consist of a written authorisation and shall be attached to the Tenderer Information Sheet. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the original and of each copy of the Tender, except for un-amended printed literature, shall be numbered sequentially and signed or initialled by the person signing the Tender.
- 22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person(s) signing the Tender.

E. Tender Submission

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| 23. Tender: Sealing and Marking | <p>23.1 The Tenderer shall enclose the original in one (1) envelope and all the copies of the Tender in another envelope, duly marking the envelopes as "ORIGINAL" and "COPY." The two (2) envelopes shall then be enclosed and sealed in one (1) single outer envelope.</p> <p>23.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> (a) Bear the name and address of the Tenderer; (b) Be addressed to the Purchaser at the address as specified in the TDS; (c) Bear the name of the Tender and the Tender Number as specified in the TDS; and (d) Bear a statement "DO NOT OPEN BEFORE..." <i><insert the time and date for Tender opening as specified in the TDS></i>. <p>23.3 If all envelopes are not sealed and marked as required by ITT Sub-Clause 23.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the Tender.</p> |
| 24. Tender: Submission Deadline | <p>24.1 Tenderers must submit their Tenders to the Purchaser, at the address specified in ITT Sub-Clause 23.2, no later than the date and time specified in the TDS.</p> <p>24.2 Tenders may be hand delivered, posted by registered mail or sent by courier. The Purchaser shall, on request, provide the Tenderer with a receipt showing the date and time when its Tender was received.</p> <p>24.3 The Purchaser may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITT Clause 8, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline shall thereafter be subject to the new deadline as extended.</p> |
| 25. Tender: Submitted Late | <p>25.1 Any Tender received by the Purchaser after the deadline for submission of Tenders in accordance with ITT Clause 24 shall be declared late, will be rejected, and returned unopened to the Tenderer.</p> |
| 26. Tender: Withdrawal or Modification or Substitution | <p>26.1 A Tenderer may withdraw, modify or substitute its Tender after it has been submitted by sending a written notice, duly signed by the original authorised representative, in accordance with ITT Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The written notice must be:</p> <ul style="list-style-type: none"> (a) In the case of a WITHDRAWAL, be submitted in a sealed envelope, clearly identifying the relevant Tender and marked WITHDRAWAL; |

- (b) In the case of a MODIFICATION or SUBSTITUTION, be submitted in a sealed envelope, with the relevant modified or substituted documents, clearly identifying the relevant Tender and marked MODIFICATION or SUBSTITUTION as applicable; and
 - (c) Be received by the Purchaser prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 24.
- 26.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 26.1 shall be returned unopened to the Tenderers, only after the Tender opening.
- 26.3 No Tender shall be withdrawn or modified after the deadline for submission of Tenders specified in ITT Clause 24.

F. Tender Opening and Evaluation

27. Tender: Opening

- 27.1 The Purchaser shall open the Tenders in public, including modifications made pursuant to ITT Clause 26, at the time, on the date, and at the place **specified in the TDS**. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 26 shall not be opened. Tenderers or their authorised representatives shall be allowed to attend and witness the opening of Tenders, and shall sign a Tender Opening Sheet evidencing their attendance. The following forms are to be maintained and records kept:
- (a) Record of Tender Dropping (Form BPD 3-6).
 - (b) Tender Opening Sheet for BRAC Officials (Form BPD 3-7).
 - (c) Tender Opening Sheet for Participating Tenderers (Form BPD 3-8).
 - (d) Statement of Tender Security (Form BPD 3-9).
 - (e) Comparative Statement of the Quoted Prices (Form BPD 3-10).
- 27.2 The name of the Tenderer, Tender withdrawals or modifications or substitutions, total amount of each Tender, number of corrections, discounts, and the presence or absence of a Tender Security, if required, and such other details as the Purchaser, at its discretion, may consider appropriate, shall be read out aloud and recorded. Only those prices and discounts read out at the Tender opening shall be considered for evaluation. All pages of the original of the Tenders, except for un-amended printed literature, will be initialled by a minimum of three (3) members of the Tender Opening Committee.
- 27.3 Minutes of the Tender opening shall be made by the Purchaser and furnished to any Tenderer upon receipt of a written request. The minutes shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal or modification or substitution, the Tender Price, including any discounts and alternatives offered, if permitted, and the presence or absence of a Tender Security, if one was required.
- 27.4 Tenders not opened and read out at the Tender opening shall not be considered, irrespective of the circumstances, and shall be returned unopened to the Tenderer.
- 27.5 No Tender shall be rejected at the Tender opening, except for late Tenders, which shall be returned unopened to the Tenderer pursuant to ITT Clause 25.

28. Tender: Confidentiality

- 28.1 After the opening of Tenders, information relating to the examination, clarification, and evaluation of Tenders and recommendations for award shall not be disclosed to Tenderers or other persons not officially

concerned with the evaluation process until after the award of the Contract is announced.

- 29. Tender: Clarification**
- 29.1 The Purchaser may ask Tenderers for clarification of their Tenders in order to facilitate the examination and evaluation of Tenders. The request for clarification and the response shall be in writing, and any changes in the prices or substance of the Tender shall not be sought, offered or permitted, except to confirm the correction of arithmetical errors discovered by the Purchaser in the evaluation of the Tenders, in accordance with ITT Clause 33.
- 30. Tenderer: Contacting the Purchaser**
- 30.1 Following the opening of the Tenders and until the Contract is signed no Tenderer shall make any unsolicited communication to the Purchaser or try in any way to influence the Purchaser's examination and evaluation of the Tenders.
- 30.2 Any effort by a Tenderer to influence the Purchaser in its decisions on the examination, evaluation, comparison, and post-qualification of the Tenders or Contract award may result in the rejection of its Tender.
- 30.3 Notwithstanding ITT Sub Clause 30.1, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Purchaser on any matter related to the tendering process, it should do so in writing.
- 31. Tender: Responsiveness**
- 31.1 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 31.2 A substantially responsive Tender is one that conforms in all respects to the requirements of the Tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) Affects in any substantial way the scope, quality, or performance of the Services and related Consumables/Goods specified in the Contract; or
 - (b) Limits in any substantial way or is inconsistent with the Tender Document, the Purchaser's rights or the Tenderer's obligations under the Contract; or
 - (c) If rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 31.3 If a Tender is not substantially responsive to the Tender Document it shall be rejected by the Purchaser and shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation or omission.
- 31.4 There shall be no requirement as to the minimum number of responsive Tenders.
- 32. Tender: Non-conformities, Errors, and Omissions**
- 32.1 The Purchaser may regard a Tender as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in Tender Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Tender.
- 32.2 Provided that a Tender is substantially responsive, the Purchaser may request that the Tenderer submits the necessary information or documentation, within a reasonable period of time, to rectify non-material

non-conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure by the Tenderer to comply with the request may result in the rejection of its Tender.

**33. Tender:
Correction of
Arithmetical
Errors**

33.1 Provided that the Tender is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless, in the opinion of the Purchaser, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.

33.2 Any arithmetical error or other discrepancy, as stated in ITT Sub-Clause 33.1, is found it shall be immediately notified to the concerned Tenderer.

33.3 Any Tenderer that does not accept the correction of errors as determined by the application of ITT Sub-Clause 33.1 shall have its Tender disqualified and its Tender Security may also be forfeited.

**34. Tender:
Preliminary
Examination**

34.1 The Purchaser shall firstly examine the Tenders to confirm that all documentation requested in ITT Clause 15 has been provided, and to determine the completeness of each document submitted.

34.2 The Purchaser shall assess whether the Tenderer's Qualifications as per ITT Clauses 9 to 11 are met; Tenderers are required to satisfy, on a Yes/No or Pass/Fail basis, all stipulated qualification requirements. Any negative determination by the Purchaser will result in rejecting the Tender as non-responsive without the need for further evaluation as per ITT Clauses 35 and 36.

**35. Tender:
Technical
Evaluation**

35.1 The Purchaser shall secondly examine the Tender to confirm that, the Tenderer without any material deviation or reservation, has accepted all terms and conditions specified in the GCC.

35.2 The Purchaser shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 15, to confirm that all requirements specified in Section 7: Tender Submission, have been met without any material deviation or reservation.

35.3 If, after the examination of the terms and conditions and the technical aspects of the Tender, the Purchaser determines that the Tender is not substantially responsive in accordance with ITT Clause 31, it shall reject the Tender.

**36. Tender:
Financial
Evaluation**

36.1 The Purchaser shall evaluate each Tender that has been determined, up to this stage of the evaluation, to be substantially responsive.

36.2 To evaluate a Tender, the Purchaser shall consider the following:

- (a) The Tender price as quoted in accordance with ITT Clauses 18,

	<p>excluding local taxes (VAT and other taxes) which will be payable on the goods if a contract is awarded; and</p> <p>(b) Price adjustment for correction of arithmetical errors pursuant to ITT Sub-Clause 33.</p>
	<p>36.3 If so indicated in the TDS (ITT Sub-Clause 17.1), the Tender Document shall allow Tenderers to quote separate prices for one or more lots, and shall allow the Purchaser to award contracts including one or multiple lots to more than one Tenderer following the methodology specified in ITT Sub-Clause 36.4.</p>
	<p>36.4 To determine the lowest evaluated lot, or combination of lots, the Purchaser shall:</p> <p>(a) Evaluate only the lot or lots which comply with the requirements specified in ITT Sub-Clause 17.1;</p> <p>(b) Take into account:</p> <p>(i) The resources sufficient to meet the aggregate of the qualifying criteria for the individual lots;</p> <p>(ii) The lowest evaluated Tender for each lot calculated in accordance with the requirements of Evaluation Criteria;</p> <p>(iii) The price reduction per lot or combination of lots and the methodology for their application as offered by the Tenderer in its Tender; and</p> <p>(iv) The Contract award sequence that provides the optimum economic combination, taking into account any limitations due to constraints in supply or execution capacity determined in accordance with the post qualification criteria under ITT Clause 39.</p>
37. Tender: Negotiation	<p>37.1 Post Tender Negotiations (PTN) may be conducted, after completion of the evaluation process and determination of the lowest evaluated bidder, and as recommended by the TEC in writing, either only with the lowest evaluated bidder or alternatively with the three (3) lowest evaluated bidders (ranked as nos. 1, 2 and 3).</p>
38. Tender: Comparison	<p>38.1 The Purchaser shall compare all substantially responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clauses 35 and 36.</p>
39. Tenderer: Post-qualification	<p>39.1 The Purchaser shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender is qualified to perform the Contract satisfactorily.</p> <p>39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer with Section 7: Tender Submission and to any clarifications requested in accordance with ITT Clause 29.</p> <p>39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in rejection of the Tenderer's Tender, in which event the Purchaser shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.</p>
40. Tenders: Purchaser's Right to Reject Any or	<p>40.1 The Purchaser reserves the right to reject any or all Tenders or annul the procurement proceedings, after obtaining approval from Competent Financial Authority within BRAC, without thereby incurring any liability to</p>

All Tenders

Tenderers.

- 40.2 Notice of the rejection shall be given promptly to all concerned Tenderers, and the Purchaser shall, upon receipt of a written request, communicate to the requesting tenderer(s) the grounds for its rejection but is not required to justify those grounds.

G. Contract Award

- 41. Award Criteria** 41.1 The Purchaser shall award the Contract to the Tenderer whose offer is substantially responsive to the Tender Document and that has been determined to be the lowest evaluated Tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.
- 42. Purchaser's Right to Vary Quantities** 42.1 The Purchaser reserves the right at the time of Contract Award to increase or decrease the quantity, per item, of Services and related Consumables/Goods originally specified in Section 7: Tender Submission, provided this does not exceed fifteen (15) percent of the quantity indicated in the Schedule of Requirements, and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.
- 43. Notification of Award** 43.1 Prior to the expiration of the period of Tender validity, the Purchaser shall notify the successful Tenderer, by issuance of a Notification of Award Letter (Form BPD1-20), that its' Tender has been accepted.
- 43.2 Until a formal Contract is prepared and executed, the Notification of Award Letter shall constitute a preliminary step towards concluding contract.
- 43.3 The Notification of Award Letter shall state the value of the proposed Contract, the amount of the Performance Security, the time within which the Performance Security shall be submitted and the time within which the Contract shall be signed.
- 44. Performance Security** 44.1 Within seven (7) days of the receipt of Notification of Award Letter from the Purchaser, the successful Tenderer shall furnish Performance Security for the due performance of the Contract in the amount of at least five (5) percent of the Contract Sum specified in the Contract, using for that purpose the Performance Security Form (Form BPD 3-21) furnished in Section 9. **Please refer to the TDS.**
- 44.2 The Performance Security shall be valid until a date twenty-eight (28) days after the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations; **please refer to the TDS.**
- 44.3 The proceeds of the Performance Security shall be payable to the Purchaser unconditionally upon first written demand as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 45. Contract: Signing** 45.1 At the same time as the Purchaser issues the Notification of Award, Letter the Purchaser shall send the Contract Agreement (Form BPD 3-22) and all documents forming the Contract, to the successful Tenderer.
- 45.2 Within ten (10) days from the date of issuance of the Contract Agreement by the Purchaser and notification to the successful Tenderer, the successful Tenderer shall sign the Contract Agreement with the

Purchaser.

- 45.3 Failure of the successful Tenderer to submit the Performance Security pursuant to ITT Clause 44 or sign the Contract pursuant to ITT Sub-Clause 45.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event, the Purchaser may award the Contract to the next lowest evaluated responsive Tenderer at their quoted price (corrected for arithmetical errors), who is assessed by the Purchaser to be qualified to perform the Contract satisfactorily.
- 45.4 Immediately upon receipt of the signed Contract Agreement and Performance Security from the successful Tenderer, the Purchaser shall discharge and return the successful Tenderer's Tender Security.

**46. Advising
Unsuccessful
Tenderers**

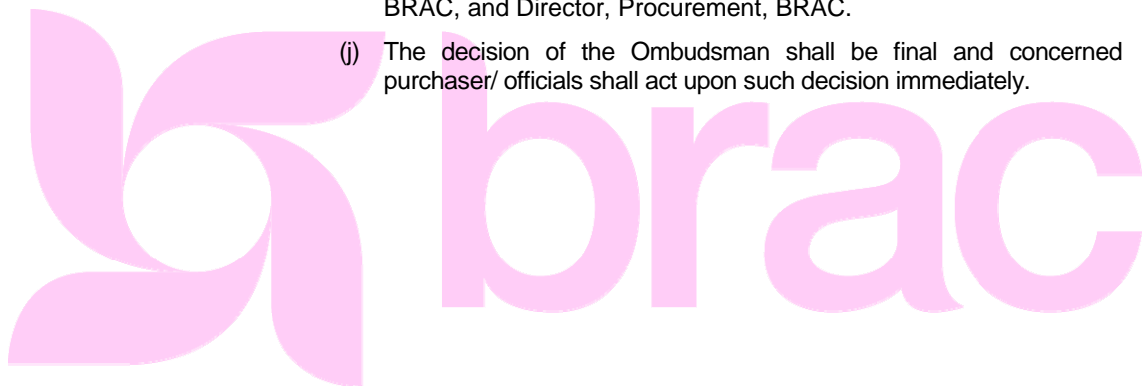
- 46.1 Upon the successful Tenderer furnishing Performance Security pursuant to ITT Clause 44, and signing the Contract pursuant to ITT Sub-Clause 45.2, the Purchaser shall also notify all other Tenderers that their Tenders have been unsuccessful.
- 46.2 The Purchaser shall promptly respond in writing to any unsuccessful Tenderer who, after notification in accordance with ITT Sub-Clause 46.1, requests in writing for the Purchaser to communicate the grounds on which its Tender was not selected.

**47. Tenderer:
Right to
Complain**

- 47.1 Any Tenderer has the right to complain if it has suffered or may suffer loss or damage due to a breach of a duty imposed on the Purchaser beyond the contractual requirement after the signing of the same.
- 47.2 A complaint will be dealt with as follows:
- (a) The choice of procurement methods for goods and related services and a decision by the Purchaser to reject all tenders shall not be the basis for a complaint/appeal.
 - (b) A tenderer/supplier shall submit his/her complaint/appeal for consideration through the three stages in consecutive order, e.g. Director (Monitoring and Audit), Chairman, and the Ombudsman of BRAC.
 - (c) A tenderer/supplier shall submit its complaint, in writing within ten (10) working days of when he/she became aware of the circumstances giving rise to the complaint. This should be supported by material evidences.
 - (d) A tenderer /supplier shall submit his/her complaint in the first instance, to the Director (Monitoring and Audit), BRAC; address **as stated in the TDS**. The Director (Monitoring and Audit) shall consider the complaint and decide whether to reject the complaint or to implement any corrective action. He shall issue a written decision to the tenderer /supplier within 15 working days of receipt of the complaint stating either the reasons for the rejection of the complaint or advising on the corrective action that has been taken, copying the decision to the Director, Procurement, BRAC.
 - (e) When a complaint is being considered at any level, the tender examination, evaluation and approval process will continue, but Notification of Award Letter (NOAL) shall not be issued until final decision on complaint has been received or the supplier does not pursue the complaint at higher level.
 - (f) If the tenderer/supplier is not satisfied with the written decision or fails to receive the written decision from him within the specified

time period stated at (d) above and wishes to pursue its complaints, he/she shall within 10 working days after the date of receipt of the written decision, address the same complaint in writing to the Chairman, BRAC; address **as stated in the TDS**.

- (g) The Chairman, BRAC shall consider the subject matter of the complaint and decide whether to reject the complaint, or implement any corrective action. The complainant will be intimated the decision within 30 working days.
- (h) If the tenderer/supplier is not satisfied with the written decision of the Chairman, BRAC or fails to receive the written decision from him within the specified time period stated at (g) above and wishes to pursue his/her complaint, he/she shall within 15 working days from the date of receipt of the decision shall address the same complaint in writing to the Ombudsman, BRAC; address **as stated in the TDS**.
- (i) The Ombudsman, BRAC shall consider the subject matter of the complaint and decide whether to reject the complaint or to implement any corrective action. Within 15 working days of receipt of the complaint the Ombudsman shall issue a written decision to the supplier stating either the reason for the rejection of the complaint or advising on the corrective action that has been taken, copying the decision to the Chairman, BRAC, Director (M&A), BRAC, and Director, Procurement, BRAC.
- (j) The decision of the Ombudsman shall be final and concerned purchaser/ officials shall act upon such decision immediately.



Standard Tender Document

Section 2: Tender Data Sheet

Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT clauses.

ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. General	
ITT 1.1	<p>The Purchaser is: BRAC Procurement Department Address: BRAC Head Office, BRAC Centre, 75 Mohakhali, Dhaka 1212 Telephone No: Fax No: e-mail address:</p> <p><i>[The Purchaser is the unit or subdivision of the Procuring Entity, which will issue the Notification of Award Letter and sign the Contract Agreement with the successful Tenderer].</i></p> <p>The Tender Reference is: <i>[State reference]</i></p> <p>The Services and related Consumables/Goods are: <i>[state briefly a description of the services and quantities and of any related consumables/goods] which are more fully described in Section 7: Schedule of Services and related Consumables/Goods Required. (Form BPD 3-13)</i></p>
ITT 2.1	<p>The source of funds is</p> <p><i>[State source of funds]</i></p>
ITT 2.3	<p>The name of the Development Partner is</p> <p><i>[State name of the Development Partner, if no partner state 'none']</i></p>
ITT 4.1	<p>Tenderers, including their Sub-suppliers, from the following Countries are not eligible:</p> <p><i>[State "Nil" or if any countries with which the GoB does not trade]</i></p>
ITT 4.5	<p>The maximum number of Arbitration awards against the Tenderer shall be <i>[State number]</i> over the last <i>[state years]</i> years.</p> <p><i>[A maximum of 1 arbitration award against the Tenderer over a period of last 5 years would be deemed reasonable].</i></p>
ITT 5.1	<p>Services and related Consumables/Goods from the following countries are not eligible:</p>

	[State "Not applicable" or if any countries with which the GoB does not trade]
B: Tender Document	
ITT 6.2	The following are authorised agents of the Purchaser for the purpose of providing the Tender Document: <i>[If not applicable, please specify "None"]</i>
ITT 7.1	For clarification of Tender purposes only, the Purchaser's address is: Attention: Address: Facsimile number: Electronic mail address:
C: Qualification Criteria	
ITT 10.1(a)	The Tenderer shall have a minimum of [state number] years of experience in the provision similar services and related consumables/goods to those that are the subject of the Tender. <i>[A minimum of three (3) years would be deemed reasonable; for value of tender of Tk. 5 lacs or below no such requirement may be asked for]</i>
ITT 10.1(b)	The minimum level production capacity and availability of tools/equipment and qualified staff is/are <i>[It is usual to state a minimum production capacity of about 1.5 to 2 times the value of the services to be procured as turnover; for estimated tender values of Tk. 5 lacs or below no such requirement may be asked for; in addition specify the minimum tools/equipment/machinery and minimum qualified staff required or state "None" if considered not applicable.]</i>
ITT 11.1	The Tenderer shall have satisfactorily completed at least three (3) contracts of similar size and nature (period of contract execution, contract amount, and types and numbers of services provided) during the last three (3) years. <i>[For value of tender of Tk. 5 lacs or below such requirement may waived if not appropriate]</i>
ITT 11.2	The Tenderer shall have the availability of minimum liquid assets or working capital or credit from a Bank of Tk [state amount]. <i>[It is usual to state not less than 3 times the estimated value of the Tender for services to be procured or state "None" if considered not applicable but for value of tender of Tk. 5 lacs or below such requirement may be waived if not appropriate]</i>
D. Tender Preparation	
ITT 14.1	The Tender, as well as all correspondence and documents relating to the Tender shall be written in the [insert language] language.
ITT 15.1(h)	The Tenderer shall supply the following additional documents: <i>[The Purchaser should consider carefully the nature of other documents to be provided]</i>

	<i>which should be sufficient to enable the Purchaser to evaluate all the Tenders on a fair and equitable basis.]</i>
ITT 16.1	Alternative Tenders shall not be considered. <i>[The Purchaser should ask for alternatives only if it is felt essential that such offers would be beneficial to the procurement objective. if alternative tenders are permitted then outline the method and evaluation criterion for such alternative]</i>
ITT 17.1	Tenders are being invited for a single LOT OR Tenders are being invited for <i>[state number, maximum 5]</i> LOTS
ITT 20.1	The Tender Validity Period shall be <i>[state days]</i> <i>[Normally, 30 to 120 days but may be up to 150 days in exceptional circumstances]</i>
ITT 21.1	A Tender Security is required in the amount of Tk <i>[state amount]</i> <i>[The Tender Security amount should be expressed as a fixed amount covering at least two (2) percent of the estimated tender value.]</i> OR A Tender Security is NOT required. <i>[The Tender Security is not mandatory in case the Tender is being invited under DPM or LTM; however, in the case of high value procurement (i.e. above Tk 5 million) being undertaken via LTM or OTM a Tender Security must be provided]</i>
ITT 22.1	<i>In addition to the original of the Tender, [state number] copies shall be submitted.</i> <i>[Usually only two copies are needed; ask for more if those are essential]</i>
E. Tender Submission	
ITT 23.2(b)	For <u>Tender submission purposes</u> only: The address is <i><insert the address to which Tenders shall be submitted>.</i>
ITT 23.2(c)	For <u>Tender submission purposes</u> only: The name of the Tender is <i><insert the name (title) of the Tenders>.</i> The Tender Number is <i><insert the Tenders reference number>.</i>
ITT 23.2(d)	For <u>Tender submission purposes</u> only: The time and date for Tender opening is <i><insert time and date at which Tenders will be publicly opened>.</i>
ITT 24.1	The date and time by which Tenders must be received by the Purchaser is <i><insert the time and date by which Tenders must be received by the Purchaser>.</i>
F. Tender Opening and Evaluation	
ITT 27.1	The Tender Opening shall take place at:

	<p>Address:</p> <p>On [state date] at [state time]</p> <p><i>[Tenders shall be opened in one place only]</i></p>
ITT 36.3	<p>If the Tender includes more than one lot Tenderers are permitted to quote separate prices for one or more lots and the Purchaser shall be permitted to award contracts including one or multiple lots to one or more than one Tenderer following the methodology specified in Instructions to Tenderers Sub-Clause 36.4.</p>
G. Award of Contract	
ITT 44.1	<p>The amount of Performance Security shall be at least five (5) percent of the Contract Price</p>
ITT 44.2	<p>The warranty period shall be</p> <p><i>[Warranty period for services will vary depending on the type of service provided; for tiling a few days/weeks may be appropriate, whereas for electrical work or plumbing several weeks/months may be appropriate]</i></p> <p>or</p> <p>A warranty period is not required.</p> <p><i>[For low value contracts and simple services warranty may not be required]</i></p>
ITT 47.2 (d)	<p>The name and address of the office where complaints to the Procuring Entity are to be submitted is:</p> <p>The Director, Monitoring and Audit BRAC Head Office BRAC Centre, 75 Mohakhali Dhaka 1212</p>
ITT 47.2 (f)	<p>The name and address of the office where complaints to the Procuring Entity are to be submitted is:</p> <p>The Chairman BRAC Head Office BRAC Centre, 75 Mohakhali Dhaka 1212</p>
ITT 47.2 (h)	<p>The name and address of the office where complaints to the Procuring Entity are to be submitted is:</p> <p>The Ombudsman BRAC Head Office BRAC Centre, 75 Mohakhali Dhaka 1212</p>
-	<p>The place for provision of the services is:</p> <p><i>[State place where the services will have to be provided]</i></p>

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Section 3: General Conditions of Contract (GCC)

1. **Definitions** 1.2 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined term:
- (a) **Completion Schedule** means the fulfilment of the Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
 - (b) **Contract** means an agreement made between at least two parties with the intention of creating a legal relationship, enforceable by law;
 - (c) **Contract Agreement** means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
 - (d) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto;
 - (e) **Contract Price** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract;
 - (f) **Day** means calendar day;
 - (g) **Delivery** means the transfer of ownership of the related Consumables/Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract;
 - (h) **GCC** mean the General Conditions of Contract;
 - (i) **Goods** means all of the related Consumables/Goods incidental to the provision of the services, which the supplier is required to provide.
 - (j) **Government** means the Government of the People's Republic of Bangladesh;
 - (k) **Purchaser** means the entity purchasing the Goods and Related Services, **as specified in the SCC.**
 - (l) **Services** means all of the non-consulting services that the Supplier is required to provide to the Purchaser under the Contract, **as specified in the Special Conditions of Contract (SCC);**
 - (m) **Supplier** means the natural person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement, and includes the legal successors of the Supplier, **as specified in the SCC;**
 - (n) **Writing** means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission duly authenticated.
 - (o) **SCC** means the Special Conditions of Contract; and
 - (p) **Sub-Supplier** means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, who has a Contract with the Supplier to carry out a part of the services in the Contract.
2. **Contract Documents** 2.1 Subject to the order of precedence set forth in Clause 2 of the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
3. **Corrupt,** 3.1 BRAC requires that Purchasers, as well as Suppliers, shall observe the

**Fraudulent
Collusive or
Coercive
Practices**

highest standard of ethics during the implementation of procurement proceedings and the execution of contracts.

- 3.2 In pursuance of this requirement, the Purchaser shall:
- (a) Exclude the Supplier from participation in the procurement proceedings concerned; and
 - (b) Declare a Supplier ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings.

If it at any time determines that the Supplier has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public funds.

- 3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind referred to in GCC Sub-Clause 3.4 hereunder come to the knowledge of the Purchaser, it shall, in the first place, allow the Supplier to provide an explanation and shall, take actions as stated in GCC Sub-Clause 3.2 and GCC Sub-Clause 28.1(c) only when a satisfactory explanation is not received. Such exclusion and the reasons thereof shall be recorded in the record of the procurement proceedings and promptly communicated to the Supplier concerned. Any communications between the Supplier and the Purchaser related to matters of alleged corrupt, fraudulent, collusive or coercive practices shall be in writing.

- 3.4 The BPD defines, for the purposes of this provision, the terms set forth below as follows:

- (a) **“Corrupt practice”** means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Purchaser;
- (c) **“Collusive practice”** means a scheme or arrangement among two or more Tenderers with or without the knowledge of the Purchaser (prior to or after Tender submission) designed to establish Tender prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free, open and genuine competition; and
- (d) **“Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings or affect the execution of a contract.

- 3.5 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records and other documents relating to the submission of the Tender and Contract performance.

4. Interpretation

- 4.1 The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract Agreement.
- 4.2 No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.

5. Eligibility	5.1	The Supplier and its Sub-Suppliers shall have the nationality of the country or countries specified in the Contract, as stipulated in SCC .
	5.2	All Services provided and related Consumables/Goods supplied under the Contract shall have their origin in the country or countries specified in the Contract, as stipulated in SCC .
6 Governing Language	6.1	The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser shall be written, as far as possible, in English. Supporting documents and printed literature that are part of the Contract may be in another language provided, if felt necessary, they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern. Routine correspondence between the parties may be in Bangla or in English.
7 Governing Law	7.1	The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.
8 Gratuities / Agency Fees	8.1	No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or the contract, shall be given or received in connection with the procurement process or in the contract execution.
9 Communica-tions and Notices	9.1	Communications between both Parties to the Contract (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; please refer to SCC .
	9.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
	9.3	Party may change its address for notice hereunder by giving the other Party notice of such change to the address.
10 Assignment & Sub-Contracting	10.1	The Supplier shall not assign, in whole or in part, its obligations under the Contract, except with the Purchaser's prior written consent.
	10.2	The Supplier shall not sub-contract any part of the Contract, except with the Purchaser's prior written consent.
11 Supplier's Responsibilities	11.1	The Supplier shall provide all the Services and related Consumables/Goods specified in the Schedule of Requirements in conformity in all respects with the provisions of the Contract.
12 Purchaser's Responsibilities	12.1	The Purchaser shall pay the Supplier, in consideration of the provision of Services and related Consumables/Goods, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and manner prescribed in the Contract.
13 Change Orders and Contract Amendments	13.1	The Purchaser may at any time order the Supplier through a notice in accordance with GCC Clause 9, to make changes provided such changes do not materially affect the scope of services, within the general scope of the Contract in any one or more of the following:
		(a) Drawings, designs, or specifications Services to be provided by the Supplier; (b) The place of service execution; and

	(c) The related Consumables/Goods to be provided by the Supplier.
	13.2 In the event of changes pursuant to GCC Sub-Clause 13.1, an equitable adjustment shall be made in the contract price or in the completion schedule, as applicable, and the Contract shall be amended accordingly. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the completion schedule, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be submitted within five (5) days from the date of the Supplier's receipt of the Purchaser's Change Order.
	13.3 Prices to be charged by the Supplier for any related Consumables/Goods that might be needed, but which were not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar Consumables/Goods.
14 Acceptance and Documents	14.1 Provision of the Services and supply of the related Consumables/Goods shall be in accordance with the Completion and Delivery Schedule specified on Page 2 of the Contract Agreement.
	14.2 Acceptance by the Purchaser shall be processed not later than fourteen (14) days from completion of the services in the form of an Acceptance Certificate, unless any defects in the provided services are identified and reported to the Supplier.
	14.3 The documents to be furnished by the Supplier shall be specified in SCC , and shall be received by the Purchaser after completion of the services.
15 Transportation	15.1 Where the Supplier is required under the Contract to transport related Consumables/Goods to a specified site within Bangladesh, transportation to such site shall include insurance, other incidental costs, temporary storage, if any, as shall be specified in the Contract, which shall be arranged by the Supplier, and the related costs shall be deemed to be included in the Contract Price.
16 Spare Parts	Not applicable
17 Contract Price & Terms of Payment	17.1 The Contract Price shall be as specified in the Contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract as stipulated in SCC .
	17.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Services provided and related Consumables/Goods delivered, and accompanied by the documents pursuant to GCC Clause 14 and upon fulfilment of any other obligations stipulated in the Contract.
	17.3 The Purchaser shall make payments promptly, no later 30 days after submission of the Invoice along with the Inspection Note.
18 Taxes and Duties	18.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies imposed or incurred until completion of the contracted services to the Purchaser, unless stated otherwise in SCC .

- 19 Performance Security**
- 19.1 The Performance Security shall be in the amount **stated in SCC**. The Purchaser may claim against the security if any of the following events occurs and the Supplier fails to remedy them within fourteen (14) days of notice having been provided by the Purchaser to the Supplier to do so:
- (a) The Supplier is in breach of the Contract and the Purchaser has notified him that he is; and
 - (b) The Supplier has not paid an amount due to the Purchaser.
- 19.2 In the event the Supplier is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Purchaser may forfeit the full amount of the Performance Security.
- 19.3 The Purchaser shall notify the Supplier of any claim made against the Bank issuing the Performance Security.
- 19.4 If there is no reason to call the Performance Security, it shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 20 Specifications and Standards**
- 20.1 The Supplier shall ensure that the Services and related Consumables/Goods comply with technical specifications and other provisions of the Contract.
- 20.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser before the signing of the Contract; however, this provision shall not apply in the case of negligence or other failure on the part of the Supplier.
- 21 Inspections**
- 21.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such inspections of the Services and related Consumables/Goods as are specified in the Contract.
- 21.2 The Purchaser or its designated representative shall be entitled to attend the inspections referred to in GCC Sub-Clause 21.1, provided that the Purchaser bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 21.3 Whenever the Supplier is ready to carry out any such inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party any necessary permission or consent to enable the Purchaser or its designated representative to attend the inspection.
- 21.4 The Supplier shall provide the Purchaser with a report of the results of any such inspection.
- 21.5 The Purchaser may reject any Services or any part thereof that fail to pass an inspection or do not conform to the specifications. The Supplier shall either rectify such rejected Services or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 21.3.

21.6 The Supplier agrees that neither the execution of an inspection of the Services or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 21.4, shall release the Supplier from any warranties or other obligations under the Contract.

22 Warranty

22.1 The Supplier warrants that all provided services are of appropriate craftsmanship and quality and any supplied related Consumables/Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

22.2 Subject to GCC Sub-Clause 22.1, the Supplier further warrants that the completed Services shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Bangladesh.

22.3 Warranty shall remain valid for the period specified in SCC after the Services, or any portion thereof as the case may be, have been completed, and inspected and accepted by the Purchaser.

22.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

22.5 Upon receipt of such notice, the Supplier shall expeditiously repair or replace the defective Services or parts thereof, at no cost to the Purchaser.

22.6 If having been notified, the Supplier fails to remedy the defect within fifteen (15) days, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

23 Extensions of Time

23.1 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely completion of the Services or delivery of related Consumables/Goods, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion grant an extension of the Supplier's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

23.2 Except in the case of Force Majeure, as provided under GCC Clause 27, a delay by the Supplier in the performance of its Completion and Delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 24, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 23.1.

24 Liquidated Damages	<p>24.1 Except in the case of Force Majeure, as provided under GCC Clause 27, a failure by the Supplier to perform any or all of the Services or deliver the related Consumables/Goods within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to (0.5%) of the Contract Price of the delayed Goods and/or Related Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of (5%) of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 28.</p>
25 Limitation of Liability	<p>25.1 Except in cases of criminal negligence or wilful misconduct,</p> <ul style="list-style-type: none"> (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.
26 Change in Laws and Regulations	<p>26.1 If after the date twenty eight (28) days before the submission of Tenders for the Contract, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Completion Date and/or the Contract Price, then such Completion Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.</p>
27 Force Majeure	<p>27.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>27.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>27.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
28 Termination	<p>28.1 Termination for Default</p> <ul style="list-style-type: none"> (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default, may terminate the Contract in whole or in part: <ul style="list-style-type: none"> (i) If the Supplier fails to provide any or all of the Services within the

- period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 23; or
- (ii) If the Supplier fails to perform any other obligation under the Contract; or
 - (iii) If the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive or coercive practices, as defined in GCC Sub-Clause 3.4, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Sub-Clause 28.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services or related Consumables/Goods similar to those not performed or not delivered, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Services or related Consumables/Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

28.2 Termination for Insolvency.

- (a) The Purchaser and the Supplier may at any time terminate the Contract by giving notice to the other party if either of the party becomes bankrupt or otherwise insolvent. 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.

28.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Services that are completed shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Services, the Purchaser may elect:
 - (i) to have any portion completed at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Services and related Consumables/Goods and for materials and parts previously procured by the Supplier.

29 Settlement of Disputes

29.1 Amicable Settlement

- (a) The Purchaser and the Supplier shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

29.2 Arbitration

- (a) If the Parties are unable to reach a settlement as per GCC Clause 29.1(a) within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub-Clause 29.2(b).
- (b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force.

Section 4: Special Conditions of Contract (SCC)	
GCC Clause	Amendments of, and Supplements to, Clause in the General Conditions of Contract
GCC 1.1 (l)	The nature of the services to be provided are <i>[give a brief description of the Services, and any related Consumables/Goods which are to be supplied]</i> .
GCC 1.1 (k)	<p>The Purchaser is:</p> <p>Name: BRAC Procurement Department (BPD)</p> <p>Address: BRAC Head Office, 75 Mohakhali, Dhaka 1212</p> <p>Telephone: <i><insert></i></p> <p>Facsimile: <i><insert></i></p> <p>Electronic mail address: <i><insert></i></p> <p>Name of authorised representative: <i><insert name and position></i></p>
GCC 1.1 (m)	<p>The Supplier is:</p> <p>Name: <i><insert name of supplier></i></p> <p>Address: <i><insert address of supplier></i></p> <p>Telephone: : <i><insert></i></p> <p>Facsimile: : <i><insert></i></p> <p>Electronic mail address: : <i><insert></i></p> <p>Name of authorised representative: <i><insert name and position></i></p>
GCC 5.1	<p>Suppliers and Sub-Suppliers from the following countries are not eligible: <i><insert ineligible country(ies) or state 'Not applicable'></i>.</p> <p>The nationality(ies) of the Supplier and its sub-Suppliers is/are: <i><insert at the time of contract preparation for the successful tenderer></i></p>
GCC 5.2	<p>Services and related Consumables/Goods from the following countries are not eligible: <i><insert ineligible country(ies) or state 'Not applicable'></i>.</p> <p>The origin of the Services and related Consumables/Goods is <i><insert at the time of contract preparation for the successful tenderer></i></p>
GCC 9.1	<p>For <u>notices</u> (must be in writing), the Purchaser's contact details shall be:</p> <p>Attention:</p> <p>Address:</p> <p>Facsimile number:</p> <p>Electronics mail address:</p>
	<p>For <u>notices</u> (must be in writing), the Supplier's contact details shall be:</p> <p>Attention:</p> <p>Address:</p> <p>Facsimile number:</p>

	Electronics mail address:
GCC 14.3	<p>The documents to be provided are as follows :</p> <p>(a) Originals and copies of Supplier's invoice showing services' description, quantity, unit price, total amount; and</p> <p>(b) Supplier's warranty certificates (if any)</p> <p><i>[Note: The above requirements should be reviewed by a Procuring Entity on a case-by-case basis, with amendments being made as necessary.]</i></p>
GCC 17.1	The prices charged for the Services provided and the related Consumables/Goods to be delivered shall be fixed for the duration of the contract.
GCC 17.3	<p>The method and conditions of payment to be made to the Supplier under this contract shall be as follows:</p> <p>1. The payments shall be made:</p> <p>(a) through an irrevocable confirmed letter of credit opened in favour of the Supplier through a scheduled bank of Bangladesh to the supplier's nominated bank; or</p> <p>(b) direct through accounts office of the purchaser, or</p> <p>(c) through the nominated office of the purchases.</p> <p><i>[delete those not appropriate]</i></p>
	<p>2. Payment shall be made in the currency of the Contract in the following manner:</p> <p>(a) On Completion and Acceptance : one-hundred (100) percent of the Contract price of the Services provided shall be paid upon submission of documents specified in GCC Sub-Clause 14.3 within twenty-eight (28) days of submission of a claim supported by the Acceptance Certificate issued by the Purchaser.</p> <p><i>[For aid funded procurement Advance Payment may be applicable provided such a provision exists in the contractual agreement. However, as far as possible advance payment is discouraged for any other purchases; the following clause may be used for advance payment:</i></p> <p>Advance Payment : up to ten (10) percent (adjust as required) of the Contract Price may be paid within twenty-eight (28) days of signing of the Contract, and upon submission of claim and a bank guarantee (in the format provided in the Tender Document) for equivalent amount valid until the Services are complete and accepted.]</p>
GCC 18.1	<i>[If applicable, specify here any license fees of levies to be covered by the Purchaser and not the Supplier, e.g. building permits, etc.; if none to be covered by the Purchaser delete this entry in the SCC.]</i>

GCC 19.1	<p>A Performance Security is required in the amount of [state currency] [state amount]</p> <p><i>[The Performance Security amount should be expressed as a fixed amount covering at least five (5) percent of the contract value, and shall be issued in the contract currency.]</i></p> <p>Or</p> <p>A Performance Security is NOT required.</p> <p><i>[The Performance Security is not mandatory in case the Tender was invited under DPM or LTM; however, in the case of high value procurement (i.e. above Tk 5 million) being undertaken via LTM or OTM a Performance Security must be provided]</i></p>
GCC 21.2	<p>The inspection and tests shall be conducted at the site where the services are being provided:</p> <p>The Purchaser's right to inspect, test and where appropriate reject the Services after completion, shall in no way be limited or waived by the reason of services having previously been inspected during the implementation period.</p> <p>The Purchaser's, or its designated representative, shall attend the inspection.</p>
GCC 22.3	<p>The warranty period shall be</p> <p><i>[Warranty period for services will vary depending on the type of service provided; for tiling a few days/weeks may be appropriate, whereas for electrical work or plumbing several weeks/months may be appropriate]</i></p> <p>or</p> <p>A warranty period is not required.</p> <p><i>[For low value contracts and simple services warranty may not be required]</i></p>
	For purpose of the Warranty, the place of service provision shall be:
GCC 22.5	The period for repair or replacement shall be:
GCC 24.1	<p>The damage shall be one half of one percent (0.5) percent of the Contract Value per week or part thereof.</p> <p>The maximum amount of liquidated damages shall be: Five (5) percent of the Contract Value.</p>

Section 5: Tender Preparation Forms

1. The following forms will be required during the preparatory phase of tender calling. The initiation will happen with the raising of the requisition form by the demandee. Thereafter, the IFT is to be published in the national/international newspapers/websites as applicable. The single or multiple varieties is to be used as per applicability.

Form	Name/Title
BPD 3-1	Requisition Form (for non-consulting services the column "present stock position" shall be left blank).
BPD 3-2	Invitation for Tenders (IFT), Non-consulting Services, for Single Lot (Computer Pop-up); this form is not yet designed/implemented and not in use, and therefore not attached to these guidelines.
BPD 3-3	IFT, Non-consulting Services, for Multiple Lot (Computer Pop-up); this form is not yet designed/implemented and not in use, and therefore not attached to these guidelines.
BPD 3-4	IFT, Non-consulting Services, for Single Lot in a Package (For Newspaper Advertisement).
BPD 3-5	IFT, Non-consulting Services, for Multiple Lots in a Package (For Newspaper Advertisement).

FORM BPD 3-1
1st Copy

No:

REQUISITION FORM
BPD Copy

Prog/Dept/Project/Area: Delivery Place: Date:

SI/ Package/ Lot No	Name of Services & Specification	Unit	Qty.	Delivery Schedule	Present Stock Position	Appro x. Cost	Remarks

Signature.....

Signature.....

Name of Originator:

Name of Authorizing

Officer:

Designation:

Designation:

Phone #:

Note: There will be three copies of RF, first copy for BRAC Procurement Department (BPD), 2nd copy for finance and 3rd copy as office copy. For detailed specification, additional sheet may be attached.

Form BPD 3-4 Invitation for Tenders (Services)

[to be used when there is only a SINGLE Lot in a Package]

This is a copy of the published advertisement and is included in these guidelines for information only.

1	Project Name (if applicable)	
2	Source of Funds	
3	Tender Package No.	
4	Invitation for Tenders Ref. & Date	
5	Tender Name	
6	Time for Completion of Services	
7	Eligibility of Tenderers	
8	Price of Tender Document	
9	Amount of Tender Security	
10	Name and address of the Office(s) Selling Tender Document	Interested Tenderers may view the documents at the offices selling the Tender Document during normal working hours
11	Name and address of the Offices(s) Receiving Tenders	
12	Name and address of the Office Opening Tenders	
13	Last Date and Time for Selling Tender Document	
14	Last date and Time for Submission of Tenders	
15	Date and Time for Opening of Tenders	Tenderers and their authorized representatives are allowed to attend
16	Place of Pre-Tender Meeting (Optional)	
17	Date and Time of Pre-Tender Meeting (optional)	
18	Special instructions (optional)	The Procuring Entity reserves the right to reject all tenders prior to acceptance.
19	Brief Description of Services	

[Name and designation of the official inviting the tender]

Form BPD 3-5 Invitation for Tenders (Services)

[to be used when there are MULTIPLE Lots in a Package]

This is a copy of the published advertisement and is included in these guidelines for information only.

1	Project Name (if applicable)						
2	Source of Funds						
3	Tender Package No.						
4	Invitation for Tenders Ref. & Date						
5	Tender Name						
6	Time for Completion of Services						
7	Eligibility of Tenderers						
8	Price of Tender Document						
9	Amount of Tender Security						
10	Name and address of the Office(s) Selling Tender Document	Interested Tenderers may view the documents at the offices selling the Tender Document during normal working hours					
11	Name and address of the Offices(s) Receiving Tenders						
12	Name and address of the Office Opening Tenders						
13	Last Date and Time for Selling Tender Document						
14	Last date and Time for Submission of Tenders						
15	Date and Time for Opening of Tenders	Tenderers and their authorized representatives are allowed to attend					
16	Place of Pre-Tender Meeting (Optional)						
17	Date and Time of Pre-Tender Meeting (optional)						
18	Special instructions (optional)	The Procuring Entity reserves the right to reject all tenders prior to acceptance.					
19	Brief Description of Services						
	Lot Number	Identification of Lot	Location	Price of Tender Document in Taka	Tender Security Amount in Taka	Time for Completion in weeks/months	Remarks
	A						
	B						
	C						
	D						
	E						

[Name and designation of the official inviting the tender]

Section 6: Tender Opening Steps and Forms

1. Tender Opening Steps.

- Step 1 Check and confirm the deadline for submission and opening of Tenders.
- Step 2 Ensure dropping of all Tenders in accordance with the procedures set in the Invitation for Tender (IFT).
- Step 3 Make sure that Tender Opening Committee (TOC) members are present.
- Step 4 Obtain signature of the TOC Members in the respective TORA.
- Step 5 Check presence of intending participating Tenderers or their authorized representatives.
- Step 6 Obtain signature of the Tenderers and/or their authorized representatives in the respective TORA.
- Step 7 Open the Tender box on the date and time mentioned in the IFT.
- Step 8 Sort-out the Tenders in accordance with the IFT and Group / Package.
- Step 9 Enter the names of Tenderers (tender wise and Lot / Package wise) in the Tender Opening Record of Attendance (TORA) maintained by the office opening the Tenders.
- Step 10 During the process under Step-7 above mark Tender Serial Number (TSN) and encircle with red-ink on the sealed cover of the Tender.
- Step 11 Tear-open the sealed Tender one by one (tender-wise Lot / Package-wise) and again mark and encircle TSN with red-ink on the Tender (original and copies) with full dated signature of the Chairman of the TOC, if possible in all pages or, at least, on the price schedule.
- Step 12 Carry-out the initial examination of the genuineness of the Tender Documents.
- Step 13 Check the requisite documents, requirements etc. and the tender security, in particular write the amount of tender security in form Statement/Record of Deposited Tender Security BPD3-9.
- Step 14 Put the TSN on the Tender Security (Bank Guarantee / Pay Order / Demand Draft) with red-ink duly encircled and initialled by the Chairperson of the Tender Opening Committee (TOC).
- Step 15 Record and write the missing documents or any incompleteness and major or minor deviations under comments into the Initial Comparative Statement for Tenders (CST), Form BPD 3-10.
- Step 16 Make sure after opening of the Tenders that all the members and the Chairperson of the TOC including the Tenderers or their representatives who attended the Tender Opening have signed the respective TORA.

2. Forms to be maintained for Opening Tenders.

The following forms are to be maintained while opening tenders for ensuring transparency of the tender opening process:

BPD 3-6	Tender Dropping Record Sheet.
BPD 3-7	Tender Opening Record of Attendance (TORA) for BRAC officials.
BPD 3-8	Tender Opening Record of Attendance (TORA) for tenderers.
BPD 3-9	Statement of Deposited Tender Security.
BPD 3-10	Initial Comparative Statement for Tenders (CST).

Form BPD 3-6

BRAC
75, Mohakhali, Dhaka - 1212.

Tender Dropping Record Sheet

Date:

Time:

Names & signatures of the representatives of tenderers who dropped tender for-----

SI No	Names of the Tenderers / Bidders	Representative's Name	Signature

Form BPD 3-7

BRAC Procurement Department

Tender Opening Record of Attendance for BRAC Officials

Names & Signatures of the Committee Members & BRAC Staff who were present at the time of Tender Opening for Purchase of-----

Date -----

Time:

SI No	Name	Designation	Signature

Form BPD 3-8

BRAC
Procurement Department

Tender Opening Record of Attendance for Tenderers

Names & Signatures of the Tenderers' Representative(s) who were present at the time of Tender Opening for Purchase of-----

Date: -----

Time: -----

SI No	Name of the Tenderers	Representative(s)	Signature

Form BPD 3-9
BRAC
Procurement Department

Statement of Tender Security

Tender dropped on -----at----- and opened on -----at-----for Purchase of-----

SI No	Name of Party	DD / Pay Order Information		
		DD / Pay Order Number	Bank	Amount (Tk)

BRAC
Procurement Department

**Comparative statement of -----against Tender No-----
dated-----and opened on ----- at-----.**

[illegible]

Section 7: Tender Submission Forms

1. This Section has to be partially completed by the Purchaser prior to the Tender document being issued. The Tenderer will then complete Section 7 and submit it with any other requested documentation to the Purchaser on the due date and time as stipulated in ITT Sub-Clause 24.1.

BPD 3-11	Tender Submission Letter, usually furnished on the letter head pad of the tenderers.
BPD 3-12	Price Schedule.
BPD 3-13	Schedule of Non-consulting Services, to be partially completed by the Purchaser prior to issuing the tender document.
BPD 3-14	Description/Specifications of the services required and compliance, to be partially completed by the purchaser prior to issuing the tender documents.
BPD 3-15	Tenderer Information Sheet.
BPD 3-16	Manufacturers Authorisation Letter, not applicable for services, and therefore not attached to these guidelines.
BPD 3-17	Specimen of Bank Guarantee Letter for tender security, if applicable.

Form BPD 3-11
Tender Submission Letter
[Tenderer to use normal Letter Head Pad]

To:

[Contact Person]

[Name of Purchaser]

[Address of Purchaser]

Date:

Invitation for Tender No:

[indicate IFT No]

Tender Package No:

[indicate Package No]

Lot No:

[indicate 1-5 Lots]

We, the undersigned, offer to provide in conformity with the Tender Document the following Services, viz:

In accordance with ITT Clause 17, the following prices and discounts apply to our Tender:

The Tender Price is:

(ITT Sub-Clause 18)

[state amount in figures and]in words]

The unconditional discount for being awarded more than one lot in this package is:

(ITT Sub-Clause 17.1)

[state amount in figures and]in words]

The methodology for application of the discount is:

[state the methodology].

In signing this letter, and in submitting our Tender, we also confirm that:

- (l) Our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub-Clause 20.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (m) A Tender Security is attached in the form of a *[state pay order, bank draft, bank guarantee]* in the amount stated in the Tender Data Sheet (ITT Sub-Clause 21.1) and valid for a period of 28 days beyond the Tender validity date;
- (n) If our Tender is accepted, we commit to furnishing a Performance Security in the amount stated in the Tender Data Sheet (ITT Sub-Clause 44) in the format shown in Form (BPD 3-9) and valid for a period of 28 days beyond the date of completion of our performance obligations;

- (o) We have examined and have no reservations to the Tender Document, issued by you on *[insert date]*; Including Amendment(s) No(s) *[state numbers]*, issued in accordance with the Instructions to Tenderers (ITT Clause 8). *[Insert the number and issuing date of each amendment; or delete this sentence if no Amendments have been issued]*;
- (p) We are submitting this Tender as a sole Tenderer in accordance with ITT Sub-Clause 4.2];
- (q) We have not been declared ineligible by BRAC on charges of engaging in corrupt, fraudulent, collusive or coercive practices, in accordance with ITT Sub-Clause 4.4;
- (r) Furthermore, we are aware of ITT Clause 3 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;
- (s) No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown below, will be given in connection with this procurement process or in the contract execution if awarded the contract; the declared fees, gratuities, rebates, gifts, commissions or other payments are (if none, state so):

[Insert amount and beneficiary of fees, gratuities, rebates, gifts, commissions or other payments. or state "none"].

- (t) We, confirm that we do not have a record of poor performance, such as abandoning the works, not properly completing contracts, inordinate delays, or financial failure as stated in ITT Sub-Clause 19.2, and that we do not have, or have had, any litigation against us, other than that stated in the Tenderer Information Sheet (Form BPD3-15);
- (u) We are not participating as Tenderers 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;
- (v) We understand that you reserve the right to accept or reject any Tender, to cancel the Tender proceedings, or to reject all Tenders, without incurring any liability to Tenderers, in accordance with ITT Clause 42.

Signature:

[insert signature of authorised representative of the Tenderer]

Name:

[insert full name of signatory]

In the capacity of:

[insert capacity of signatory]

Duly authorised to sign the Tender for and on behalf of the Tenderer

Attachment 1: Written confirmation authorising the above signatory to commit the Tenderer, in accordance with ITT Sub-Clause 22.2.

Form BPD 3-12

Price Schedule

[To be completed by the Tenderer]

Schedule	Description & Details	Currency and Total Amount
LOT NO 1		
1	Services Required	
2	Services Required	
3	Related Consumables/Goods	
	Sub-Total for Services and related Consumables/Goods Required, excluding VAT/Taxes.	
	VAT/Taxes	
	Total Amount of Tender, including VAT/Taxes	

Currency and Total Amount in (in words)	[enter currency] [enter the Total Amount for Provision of Services].	
Completion Period Offered for Services		Weeks completed from the date of signing the Contract
Completion Period Offered for Services		Weeks completed from the date of signing the Contract
Completion Period Offered for Services		Weeks completed from the date of signing the Contract
Warranty Offered for Services		Days/Weeks/Months from date of completion of completion or commissioning of the Services, if applicable.

LOT NO 2					
LOT NO 3					
LOT NO 4					
<table border="1"> <tr> <td>Signature of Tenderer</td> <td rowspan="3">Tenderer's Stamp</td> </tr> <tr> <td>Name of Tenderer</td> </tr> <tr> <td>Date</td> </tr> </table>		Signature of Tenderer	Tenderer's Stamp	Name of Tenderer	Date
Signature of Tenderer	Tenderer's Stamp				
Name of Tenderer					
Date					

Form BPD 3-13

Schedule of Services, Related Consumables and Goods

SCHEDULE 1: SERVICES REQUIRED					
Item No	Description (to be provided by the Purchaser)	Unit	Qty	Unit price	Total Price
1					
2					
3					
4					
5					
Sub-Total for Provision of Services					
Total amount for provision of Services, excluding VAT/Taxes					

The above mentioned Services are required to be completed by:

Required by:	
--------------	--

SCHEDULE 2: RELATED CONSUMABLES/GOODS REQUIRED					
Item No	Description (to be provided by the Purchaser)	Unit	Qty	Unit price	Total Price
1					
2					
3					
4					
5					
Sub-Total for Related Consumables/Goods					
Additional Costs for delivery to Purchaser					
Total amount for Related Consumables/Goods, excluding VAT/Taxes					

The above mentioned related Consumables/Goods are required to be delivered to the Purchaser's premises by:

Required by:	
--------------	--

Form BPD 3-14

Description/Specifications of the Services & Compliance

(Note: If the Tenderer does not comply with the Requirements listed in the following three tables then the response should be "No" and the Tenderer should give clear descriptions, of exactly what it proposes to provide, if its Tender is accepted).

Minimum Technical Specification Requirements			
Item No	Description (from BPD3-13)	Description/Specifications (to be provided by the Purchaser)	Tenderer Complies (Yes/No)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

1	<p>Completion/Delivery Schedule Required:</p> <ul style="list-style-type: none"> - For the Services - For the Related Consumables/Goods 	[State period in weeks]
2	Availability of Spares after completion of the services, if applicable	Minimum period is (2) two years
3	<p>Inspections and Tests</p> <p><i>[the Purchaser should list here any inspections and tests that may be required to be performed on the completed services after their completion. The Purchaser should specify the nature of the tests, any relevant standard of test specifications and if any third party testing authority is to be nominated].</i></p>	

The Tenderer is required to mention, if applicable, the specifications of related goods (e.g. for electrical works where the supplier also provides the required cables, etc.) and should preferably attach the appropriate original printed literature / brochures for the various items listed.

Signature of Tenderer	Tenderer's Stamp
Name of Tenderer	
Date	

Note: In submitting the Tenders the following label must be attached to the envelope:

DO NOT OPEN BEFORE [state time] ON [state date] AND
ONLY TO BE OPENED AT THE FOLLOWING ADDRESS

[state name and address]

Tender for the Supply of :

Invitation for Tender No :

Tender Package No :

[state details as shown in the Invitation for Tender]

Add the name and address of the Tenderer

Form BPD 3-15

Tenderer Information Sheet

[The tenderer will complete this Form, preferably on its Letter-Head Pad].

Invitation for Tender No:

[indicate IFT No]

Tender Package No

[indicate Package No]

This Package is divided into the following Number of Lots

[indicate 1-5 Lots]

1. Eligibility Information of the Tenderer <i>[ITT –Clauses 4]</i>		
1.1	Nationality of Individual or country of Registration (ITT Sub-Clause 4.1)	
1.2	Tenderer's legal title (ITT Sub-Clause 4.2)	
1.3	Tenderer's registered address	
1.4	Tenderer's legal status <i>[complete the relevant box]</i>	
\	Proprietorship	
	Partnership	
	Limited Liability Concern	
	Other (please describe)	
1.5	Tenderer's year of registration	
1.6	Tenderer's authorised representative details	
	Name	
	Address	
	Telephone / Fax numbers	
	e-mail address	
1.7	Litigation (ITT Sub-Cause 4.5)	
	If there is no history of litigation or no pending litigation then state opposite "None". If there is a history of litigation, or a number of awards, against the Tenderer provide details below.	

	A. – History of Litigation during the last 5 years			
	Year	Matter in dispute	Value of Award	As % of net worth
	B. – Pending Litigation			
		Matter in dispute	Value of Claim	As % of net worth
1.8	Tenderer to attach photocopies of the following original documents		Articles of Incorporation or Registration of the legal entity named above; Trade License Latest Income Tax Clearance Certificate Latest VAT Clearance Certificate <i>Others (to be completed by the Purchaser if required).</i>	
1.9	Tenderer's Value Added Tax Registration (VAT) Number			
1.10	Tenderer's Income Tax Identification (TIN) Number			
2. Qualification Information of the Tenderer [ITT Clauses 10]				
2.1	Numbers of years of experience of the Tenderer in the provision of similar services (ITT 10.1(a))			
2.2	Minimum level of production capacity and availability of tools/equipment and qualified staff (ITT 10.1(b))			
3. Financial information of Tenderer [ITT Clause 11]				
3.1	The Tenderer shall have satisfactorily completed at least three (3) contracts of similar size and nature (period of contract execution, contract amount, and nature of services provided) during the last three (3) years (ITT 11.1)			
3.2	Financial reports or balance sheets or profit and loss statements or auditor's reports or bank references with documents or a combination of these demonstrating availability of liquid assets (ITT 11.2). List below and attach copies.			
3.3	Name, address, contact details of Banks that may provide references if contacted by the Purchaser			

Form BPD 3-17

Bank Guarantee for Tender Security

[This is the format for the Tender Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Sub-Clause 21.2(a)(ii); a foreign bank may provide a bank guarantee through its corresponding bank in Bangladesh]

Invitation for Tender No:

Date:

Tender Package No:

To:

[Name and address of Purchaser]

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 provision of [description of services and related consumables/goods] under the above Invitation for Tenders (hereinafter called "the IFT").

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

At the request of the Tenderer, we [name of bank with address of the branch] hereby irrevocably and unconditionally undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of [insert currency in words] [insert amount in figures and in 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:

- (d) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- (e) does not accept the correction of arithmetical errors in accordance with the Instructions to Tenderers of the IFT; or
- (f) having been notified of the acceptance of the Tender by the Purchaser during the period of Tender validity, (i) fails or refuses to furnish the Performance Security in accordance with the ITT, or (ii) fails or refuses to execute the Contract Form,

This guarantee will expire:

- (c) if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Tenderer as issued by you; or
- (d) if the Tenderer is not the successful Tenderer, twenty eight days after the expiration of the Tenderer's Tender validity period, being [date of expiration].

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

Signature

Signature

Section 8: Tender Evaluation

1. All TEC members shall sign an integrity form prior to the commencement of the evaluation (Appendix V, Form IF-1).
2. The TEC will work as per the procedure enumerated in Paragraphs 11.20, 11.21, 11.22 and 11.24 of the BPGIP. They will prepare, check and verify the comparative statement of all the conditions/requirements as stipulated in the description/specifications of services, both general and technical, as well as the prices given in the price schedule etc. A thorough and a detailed study of all the facets involved with the particular procurement shall determine (i) whether the various tenders received are meeting all qualification criteria, and (ii) and whether those tenders passing the qualification stage meet the technical specifications stipulated in the Tender Invitation Documents.
3. **Negotiation.** Negotiation may either be carried out by the TEC with the lowest evaluated tenderer or alternatively with the three (3) lowest evaluated bidders (ranked as nos. 1, 2 and 3) for accruing further benefits to BRAC. These negotiations shall follow the broad guidelines of BPGIP, Part I, Clause 15.
4. A number of forms can help them in the performance of their tasks. These are:

Form No	Nomenclature
BPD 3-18	Comparative Statement of all the tender offers.

Form BPD 3–18

Comparative Statement (CS) of Tender Offers

SI No	Purchaser's Requirements/Specs	Tenderer A	Tenderer B	Tenderer C	Tenderer D
01					
02					
03					
04					
05					
06	Quoted Price including VAT/TAX				

Note: Add as many columns as you need to fulfil the requirement of description/specifications of services, both general & technical.

Form BPD 3-19

REPORT OF THE TENDER EVALUATION COMMITTEE

TENDER PACKAGE NO:

FUND :

PROJECT :

1. Lot No. :
2. Name of Services :
3. Quantity of Services :
4. Mode of Publicity :
5. Date of Selling Document :
6. Date of Opening :
7. Number of Tenders Received :
8. Dates of TEC Meeting :
9. Estimated Price :
10. **DESCRIPTION OF TENDERS** :

Tenderers Name	Quoted Price and Currency	Discount, if any	Total Price and Currency	Position	Percent Higher (Lower) than Est. Price
(a)	(b)	(c)	(d) = (b) – (c)	(e)	(f)

11. **Discussion on Tenders** :

12. **Recommendation** :

13. Certification :

The Tender Evaluation Committee hereby certifies that “the evaluation has followed the requirements of the Procurement Guidelines, Procedures and the Tender Documents, that all facts and information have been correctly reflected in the Evaluation Report and that no substantial or important information has been omitted.

Member, Tender Evaluation Committee

Member – Secretary
Member, Tender Evaluation Committee

Member, Tender Evaluation Committee

Member, Tender Evaluation Committee

Chairman, Tender Evaluation Committee

Section 9: Contract Agreement Forms

1. This Section has to be completed by the Purchaser prior to the Notification of Award Letter being issued. The selected Tenderer will then furnish a Performance Security and sign the Contract Agreement, both within the due period as specified in ITT Clauses 44 and 45. The Section comprises the following Forms:

Form BPD 3-20: Notification of Award Letter.

Form BPD 3-21: Bank Guarantee for Performance Security.

Form BPD 3-22: Form of Contract Agreement.

Form BPD 3-23: Schedule of Requirements.

Form BPD 3-24: Technical Specifications.

Form BPD 3-25: Bank Guarantee for Advance Payment.



Form BPD 3-20
BRAC Procurement Department
BRAC Centre
75, Mohakhali, Dhaka 1212

Notification of Award Letter

[On Purchaser's normal letter- head pad]

Reference No:

Date:

To:

This is to notify you that BRAC Management has been pleased to accept your Tender dated *[insert date]* for the provision of non-consulting services for *[name of project/contract]* for the Contract Price of Currency *[amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Tenderers. You are requested to proceed with furnishing a Performance Security (PS) amounting <Currency> <Amount>-----(<Currency>-----) in the form of pay order/bank draft/bank guarantee within seven (7) days, in accordance with ITT Clause 44 failing which your tender security will be confiscated. The PS must be valid until a date 28 days after the date of completion of the supplier's performance obligations under the contract, including any warranty obligations.

We attach the draft Contract Agreement and Contract Documents for your early information. Upon receipt of the PS you will be notified the date of signing of the contract or issuance of the purchase order. You will have to sign the contractual agreement *[in the case of some LTM's: replace 'contractual agreement' with 'purchase order']* within 10 days of such notification by whatever means in accordance with ITT clause 45. Upon receipt of the signed Contract Agreement and Performance Security and an application from you, your tender security will be returned.

Signed

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

Date:

BPD 3-21

Bank Guarantee for Performance Security

[this is the format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Clause 44; a foreign bank may provide a bank guarantee through its corresponding bank in Bangladesh]

Reference No:

Date:

To:

[Name and address of Purchaser]

PERFORMANCE GUARANTEE No:

We have been informed that *[name of supplier]* (hereinafter called "the Supplier") has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called "the Contract"), to provide *[description of services and related consumables/goods]* under the Contract. Furthermore, we understand that the Contract must be supported by a performance guarantee.

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

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

Signature

Signature

Form BPD 3-22

Contract Agreement Form

[The Purchaser should use normal Letter Headed format or may use a Tk 300 non-judicial stamp or as appropriate]

Contract No:	Contract Date:
From: <i>[Name and address of Purchaser]</i>	<i>[Contact Person Telephone Number Fax Number e-mail address]</i>

To: <i>[name and address of the Supplier]</i>	<i>[Contact person, Telephone Number Fax Number e-mail address Supplier reference]</i>
---	--

THIS AGREEMENT made the [date] day of [month] [year] between [name and address of Purchaser] (hereinafter called "the Purchaser) of the one part and [name and address of Supplier] (hereinafter called "the Supplier) of the other part:

WHEREAS the Purchaser invited Tenders for certain services and related consumables/goods, viz, [brief description of services and related consumables/goods] and has accepted a Tender by the Supplier for the provision of those services and related consumables/goods in the sum of [Currency] [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 precedence:
 - a. the signed Form of Contract Agreement;
 - b. the completed Price Schedules;
 - c. the Special Conditions of Contract (SCC);
 - d. the General Conditions of Contract GCC);
 - e. the Schedule of Requirements;
 - f. the Description/Specifications of Services;
 - g. the Drawings; and
 - h. any other document listed in the SCC as forming part of the Contract.
3. The Purchaser has accepted your Tender dated [insert date] for the provision of Services and/or Related Consumables/Goods as listed in the schedule of Requirements and requests that you provide the services and related

consumables/goods within the completion dates stated below in the quantities and units and on the Terms and Conditions as stipulated below.

4. Completion Date for Services: *[to be mentioned]*
5. Location for Provision of Services: *[details to be mentioned]*
6. Delivery Terms for related Consumables/Goods: *[details to be mentioned]*
7. Date of Delivery of related Consumables/Goods: *[to be mentioned]*
8. Total Contract Value: *[to be mentioned]*
9. Payment Terms: *[to be mentioned]*
10. Schedule 1: **Services Description/Requirement**

Item No	Description	Unit	Qty	Unit price	Total Price
1					
2					
3					
4					
5					
6					
7					
Sub-Total for Provision of Services					
Total amount for provision of Services, including VAT/Taxes					

11. Schedule 2: **Related Consumables/Goods Requirement:**

Item No.	Description	Unit	Qty	Unit price	Total Price
1					
2					
3					
4					
5					
6					
Sub-Total for related Consumables/Goods					
Additional Costs for delivery to Purchaser					
Total amount for related Consumables/Goods including VAT/Taxes					

12. In consideration of the payment to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the services and related consumables/goods and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
13. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the services and related consumables/goods 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 written above.

Duly Authorized representative for the
Purchaser or 1st party

Duly Authorized representative for the
Tenderer or 2nd party

Signature
Print name:

Signature
Print name:

Designation:

Designation:

Date:

Date:

	Witness		Witness
1		1	
2		2	

Form BPD 3-23 Schedule of Requirements

Invitation for Tender No :

Date :

Tender Package No :

A. List of Services and Schedule of Execution

- When completing the Form the Tenderer shall quote prices and contract delivery dates for each item against each lot and show each Lot separately, as specified in the List of Goods and Delivery Schedule.

Item No	Description of Item	Unit Of Supply	Quantity of Units Required	Points at which Services are required	Delivery Time
1	2	3	4	5	6
Lot No 1 : [enter description]					
	[add as many rows and details as there are individual items in the Lot]				
Lot No 2 : [enter description]					
	[add as many rows and details as there are individual items in the Lot]				
Lot No 3 : [enter description]					
	[add as many rows and details as there are individual items in the Lot]				
Lot No 4 : [enter description]					
	[add as many rows and details as there are individual items in the Lot]				

Note 1 : The Purchaser must specify the option from which the period of service provision will start:

- from date of notification of contract award, or
- from date of contract signature, or
- from date of opening of letter of credit; or
- from date of confirmation of letter of credit

B. List of Related Consumables/Goods and Delivery Schedule

2. When completing the Tenderer shall quote prices and contract delivery dates for each item against each lot.

Item No	Description of Related Services	Unit Of Supply	Quantity of Units Required	Points of Delivery	Delivery Time
1	2	3	4	5	6
Lot No 1 : [enter description]					
	<i>[add as many rows and details as there are individual items in the Lot]</i>				
Lot No 2 : [enter description]					
	<i>[add as many rows and details as there are individual items in the Lot]</i>				
Lot No 3 : [enter description]					
	<i>[add as many rows and details as there are individual items in the Lot]</i>				
Lot No 4 : [enter description]					
	<i>[add as many rows and details as there are individual items in the Lot]</i>				

Note 1 : The Purchaser must specify the option from which the delivery required will start:

- (a) from date of notification of contract award, or
- (b) from date of contract signature, or
- (c) from date of opening of letter of credit; or
- (d) from date of confirmation of letter of credit

Form BPD 3-24

Technical Specifications

The Services and related Consumables/Goods shall comply with following Technical Description/Specifications:

Item No	Name of Service Requirement or related Consumables/Goods	Technical Description/Specification and Standards
1	2	3
Lot No 1 : [enter description]		
	<i>[add as many rows and details as there are individual items in the Lot]</i>	<i>[The Purchaser must explain in clear terms the exact Technical Description/Specifications and any relevant National or International Standards, which have to be followed for the provision of the required services and related consumables/goods.]</i>
Lot No 2 : [enter description]		
	<i>[add as many rows and details as there are individual items in the Lot]</i>	
Lot No 3 : [enter description]		
	<i>[add as many rows and details as there are individual items in the Lot]</i>	
Lot No 4 : [enter description]		
	<i>[add as many rows and details as there are individual items in the Lot]</i>	

Form BPD 3-25

Bank Guarantee for Advance Payment

[this is the format for the Advance Payment Security to be issued by a scheduled bank of Bangladesh; a foreign bank may provide a bank guarantee through its corresponding bank in Bangladesh]

Contract No:

Date:

To

[Name and address of Purchaser]

ADVANCE PAYMENT GUARANTEE No:

We have been informed that [name of Supplier] (hereinafter called “the Supplier”) has undertaken, pursuant to Contract No [reference number of Contract] dated [date of Contract] (hereinafter called “the Contract”) to provide of [description of Services and related Consumables/Goods] under the contract.

Furthermore, we understand that, according to your Particular Conditions of Contract Sub-Clause 17.3 that Advance Payment(s) on Contracts must be supported by a bank guarantee.

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

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

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

Signature

Signature

APPENDIX III

Standard Request for Quotation (RFQ) for Procurement of Non-consulting Services

Guidance Note

1. This procedure shall be followed when a purchaser wishes to select a supplier for the provision of basic/simple; low value services for which the award of Purchase Order is being determined on the basis of lowest evaluated quotation.
2. There is no mandatory requirement of tender security or performance security because of the nature of procurement; however, if in the opinion of BPD a performance security would be beneficial, then it may be requested for an amount of up to 5% of the estimated value of the procurement.
3. The confirmation of the award should be in the form of a Purchase Order, prepared by the Purchaser, attached to which will be the conditions of purchase. The Purchase Order will be signed by both the Purchaser and the Supplier, the original will be kept by the Purchaser and a copy given to the Supplier.
4. The following forms will be applicable:
 - BPD 4-1: Request for Quotation (RFQ) for provision of <insert description of services and, if applicable, related consumables/goods>.
 - BPD 4-2: Schedule of Services and Priced Quotations.
 - BPD 4-3: Technical Description/Specifications of the Services required.
 - BPD 4-4: Standard Specimen of Documentation and Conditions.
 - BPD 4-5: Purchase Order
5. Payment made against any Purchase Order arising from this Request for Quotation will only be made in Bangladesh Taka. The Unit Rate(s) offered by the Supplier, if accepted, shall remain fixed for the duration of the Purchase Order.
6. Any potential supplier's quotation, in duplicate, must be delivered to the office of the undersigned **on or before** [state time and date]. Any quotation received later than the schedule time will be rejected and returned unopened. The envelope containing the quotation must be clearly marked "Quotation for [state nature of services] and DO NOT OPEN before [state of time and date]."
7. All quotations must be valid for a period of thirty (30) days from the closing date of the Request for Quotation.
8. The quotation shall be completed and signed by an authorized representative of the Supplier.
9. In case of any arithmetical discrepancy between the Unit Rate and the Total Amount quoted, then the Unit Rate shall prevail for both the evaluation of quotations and the subsequent Purchase Order.
10. Depending on the final requirements; the quantities shown may be increased or decreased by up to fifteen percent (15%) and this shall be reflected in the Purchase Order.
11. There will be no public opening of quotations; the Purchaser is not bound to accept the lowest quotation and reserves the right to accept or reject any or all the quotations without assigning any reason whatsoever.

BPD 4-1

Request for Quotation (RFQ)

[Purchaser to use normal Letter Head format]

[Brief description of services and Contract Package number as shown in the Procurement Plan]

To: [name and address of the Supplier]

Date: [date of issue of the RFQ]

To:

.....
.....
.....

Subject: Request for Quotation for Provision of (name/description of services)

1. Sealed quotations are hereby invited for the following (name/description of services) under the terms and conditions mentioned below on their Letter Head Pads.

Sl. No	Name/Description of the Service(s)	Quantity	Unit Price	Total Price	Remarks
01.					

2. Terms & Conditions:

(a) Quotations to be submission by:

(b) Quotations may be sent by:

(c) Following documents are to be submitted:

- (i) Copy of Trade License.
- (ii) Copy of VAT Registration Certificate.
- (iii) Up to date copy of Tax payment receipt.

(d) Others Terms & Conditions:

- (i) Income Tax, VAT will be deducted at source as per applicable Government rules.
- (ii) Services should be provided at the place named by BRAC.
- (iii) [Optional: *if in the opinion of BPD a performance security would be beneficial, then it may be requested for an amount of up to 5% of the Purchase Order value*]: x% of the total amount will have to be deposited by successful bidders as performance security.
- (iv) Provision of services must commence within <insert> days [*modify as required*].

(e) BRAC reserves the right to accept or reject any or all tenders without assigning any reason.

Thanking you
Yours sincerely,
For, BRAC

Signature

Form BPD 4-2

Schedule of Services and Priced Quotation

[Describe below the required services, including unit and quantity]

SL	Service	Description & Details	Unit	Qty	Unit Rate Tk.	Total Amount Tk.
		Sub-Total for provision of Services				
		Total Amount for Provision of Services, excluding VAT/Taxes				
		VAT/Taxes				
		Total Amount For Provision of Services to Purchaser (including VAT/Taxes)				
		Services to be provided at <i>[Place of Service Provision]</i>				

Total Amount in Taka (in words)	<i>[enter the Total Amount for Provision of Services, excluding VAT/Taxes.</i>	
Execution Period Offered		Commencement of services within <insert> days from date of issue of the Purchase Order by the Purchaser, and completion of services within <insert> days from the date of commencement of services.
Warranty Provided	[x]	Days/Weeks/Months from date of completion or commissioning of the Services [insert appropriate period or delete, if not appropriate and warranty does not apply].

Signature of Supplier	Supplier's Stamp
Name of Supplier	
Date	

Form BPD 4-3

Technical Description/Specifications of the Services Required

SL	Item	Description/Specifications

If applicable, the Supplier should also submit a priced schedule of consumables that are expected to be required on the basis of a normal utilization over a period of two (2) years.

The priced schedule of consumables will not be taken into account in the quotation evaluation, but will be used to determine anticipated operational costs, if any.

If applicable, the supplier should also mention the specifications of related goods (e.g. for electrical works were the supplier also provides the required cables, etc.) and should preferably attach the appropriate original printed literature / brochures for the various items listed.

Signature of Supplier	Supplier's Stamp
Name of Supplier	
Date	

Form BPD 4-4

Documentation Required and Other Terms and Conditions

A. Documentation Required with the Submission of the Quotation

The Supplier shall attach the following documents to its quotation;

- (a) A duly completed and signed priced offer as per the Schedule of Services and the Priced Quotation. Note that all prices shall be quoted in Bangladesh Taka;
- (b) A Valid Trade License;
- (c) A Valid TIN Certificate;
- (d) Technical Specification of the Goods to be supplied; and
- (e) Completion Certificates for at least two (2) contracts for similar services provided by the Supplier during the last two (2) years.

B. Terms and Conditions for the Supply of Goods and Payment.

The Conditions attached hereinafter may only be varied with the written agreement of the Purchaser and no terms and conditions put forward at any time by the Supplier shall form any part of the Contract.

- (a) There is no mandatory requirement of tender security or performance security because of the nature of procurement. *[however, if in the opinion of BPD a performance security would be necessary it may be requested for an amount of up to 5% of the estimated value of the procurement and the text of this Clause shall be changed accordingly].*
- (b) The provision of the services shall be completed within <insert> days from the date of signature of the Purchase Order by both parties *[the service execution period shall be adjusted according to requirements; adjustment shall in that case be made consistently in all applicable documents];*
- (c) After completion of the services, the supplier shall submit an original Invoice, and two (2) copies, to the Purchaser. The invoice shall show the cost of the services and VAT /Taxes separately;
- (d) Payment of the Invoice shall be arranged by the Purchaser, within thirty (30) days from the date of issue of the delivery receipt by the Purchaser, but only against the actual provided quantities of services as listed in the Purchase Order or as determined otherwise during an inspection on completion of services;
- (e) Payments against VAT/Taxes and other impositions shown in the Supplier's invoice shall either:
 - (i) Be made as per Govt. procedure, at the time of settlement of the Invoice; or
 - (ii) Be made in advance by the Supplier, who shall then submit the Treasury Challan, which has been paid through the Bangladesh Bank.
- (f) The Purchaser may, by written notice sent to the Supplier, terminate the Contract in whole or in part at any time for its convenience:
 - (i) If the Supplier fails to provide any or all the services within the time period(s) specified in the Purchase Order, or
 - (ii) If the Supplier fails to perform any other obligation(s) under the Purchase Order, or
 - (iii) If the Supplier, in either of the above circumstance does not cure its failure within a period of (3) three calendar days after receipt of a notice of default from the Purchaser specifying the nature of the default(s), or
 - (iv) If the Supplier, in the judgment of the Purchaser, has engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in executing the tasks under this Purchase Order; and
- (g) The Supplier shall provide the warranty, as stipulated in the Quotation document, for the services to be provided and confirm that if any faults are detected within the warranty period in the provided services, the Supplier shall be bound to rectify the fault.

BDP 4-5

PURCHASE ORDER FOR THE PROVISION OF SERVICES

[Purchaser to use normal Letter Head format]

Purchase Order No :	Purchase Order Date :
From :	[Contact person, [name and address of Purchaser] Telephone Number Fax Number e-mail Address]

To :	[Contact Person, [name and address of the Supplier] Telephone Number Fax Number e-mail Address Supplier reference]
Commencement and Completion Dates:	
Order Value :	Tk :
Delivery Terms :	

The purchaser has accepted your Quotation dated [insert date] for the provision of Services as listed below and request that you commence with the provision of the Services and complete the Services within the dates stated above, in the quantities and units and on the Terms and Conditions as stipulated below. For convenience a copy of your signed quotation is attached.

ORDER ITEMS					
Item No	Description	Supplier Ref	Unit Price	Qty	Total Price

In acceptance of this Purchase Order you are requested to sign below, at which time the Contract shall become legally binding upon both parties. You are also requested to confirm that you will be providing the Services within the Commencement and Completion dates mentioned above.

Terms and Conditions for Provision of Services

The Conditions attached hereinafter may only be varied with the written agreement of the Purchaser and no terms and conditions put forward at any time by the Supplier shall form any part of the Contract.

- (a) A Performance Security is not required. *[however, if in the opinion of BPD a performance security would be necessary, and was part of the request for quotations, the following text shall be used: a Performance Security of x% is required; a percentage of up to 5% may be requested].*
- (b) The provision of the services shall be completed within <insert> days from the date of signature of the Purchase Order by both parties *[the service execution period shall be adjusted according to requirements; adjustment shall in that case be made consistently in all applicable documents];*
- (c) After completion of the services, the supplier shall submit an original invoice, and two (2) copies, to the Purchaser. The invoice shall show the cost of the services and VAT/Taxes separately;
- (d) Payment of the invoice shall be arranged by the Purchaser, within thirty (30) days from the date of issue of the delivery receipt by the Purchaser, but only against the actual provided quantities of services as listed in the Purchase Order or as determined otherwise during an inspection on completion of services;
- (e) Payments against VAT/Taxes and other impositions shown in the Supplier's invoice shall either:
 - (i) Be made through the Account General's Office, at the time of settlement of the Invoice; or
 - (ii) Be made in advance by the supplier, who shall then submit the Treasury Challan, which has been paid through the Bangladesh Bank;
- (f) The Purchaser may, by written notice sent to the Supplier, terminate the Contract in whole or in part at any time for its convenience:
 - (i) If the Supplier fails to provide any or all the services within the time period(s) specified in the Purchase Order, or
 - (ii) If the Supplier fails to perform any other obligation(s) under the Purchase Order, or
 - (iii) If the Supplier, in either of the above circumstances does not cure its failure within a period of (3) three calendar days after receipt of a notice of default from the Purchaser specifying the nature of the default(s), or
 - (iv) If the Supplier, in the judgment of the Purchaser, has engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in executing the tasks under this Purchase Order; and
- (g) The supplier shall provide the warranty, as stipulated in the Quotation document, for the services to be provided and confirm that if any faults are detected within the warranty period in the provided services, the Supplier shall be bound to rectify the fault.

For the Purchaser:

Signature

Print Name

Designation

Date

For the Supplier:

Signature

Print Name

Designation

Date

Appendix IV: Drawings

Notes on Drawings

Insert here a list of Drawings that are required for the Supplier to complete the Contract, and which should be attached to the Contract Agreement or provided in a separate folder. The Drawings shall be dated, numbered and (as applicable) show the revision number.



PART IV

Consulting Services

Forms and Templates



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PART IV

Implementation Procedures

The Procedures for Implementation of the Guidelines are incorporated in the Appendices given below. All procurement officials will adhere to these procedures. Deviation to these procedures could only be done with the approval of appropriate authorities.

Appendix I Procedures for Preparation of Procurement Requirement (PR) and Procurement Plan (PP).

Appendix II Requisition Form and Call for Expressions of Interest

Appendix III Standard Request for Proposal Documents (RFP)

Appendix IV Proposal Opening and Evaluation

Appendix V Single Source Selection (SSS)

Also applicable are the following Appendices of Part V:

Appendix I Statement of Integrity

Appendix II Monitoring

Appendix III Record Keeping

Appendix IV Procurement Thresholds

APPENDIX I

Procedures for Preparation of Procurement Requirement (PR) and Procurement Plan (PP)

Procurement Requirement (PR)

The Generic Procurement Cycle begins with the defining of the needs. The departments/programmes at Head Office will forward their needs to the Finance Department for confirmation of availability of budget. The Finance Department, after such confirmation, will allocate the budget Code No and return the same to the concerned programme. Now these needs will transform into a Procurement Requirement (PR).

The consolidated PR is then to be forwarded to the BPD for preparation of the Procurement Plan (PP). All consulting services shall be procured by BPD.

The Format of PR is appended below:

Form BPD-PP-7

YEARLY PROCUREMENT REQUIREMENT (PR) (01 January-----to 31 December-----)

Program / Department :-----
Name of Office :-----
Signature :-----

SI No	Name of Consulting Service	Unit	Qty Reqd	Est. Cost	Delivery Schedule	Verified By	Budget Code	Approved by Director Prog/Depart.	Remarks
1	2	3	4	5	6	7	8	9	10

Note: Column 1 to 6 are to be filled up by the Sections/Departments/Programmes at HO, Column 8 by the Finance Depart and column 7&9 by the concerned Programme Department; Column 3 (Unit) will be left blank, and Column 4 will likely be 1.

Preparation of Procurement Plans (PP)

Upon receipt of the PR the BPD will prepare the PP as per the guidelines given in Para 6 of the BPGIP. The PP identifies the packages for consulting services that are required under the project/programme/department. It identifies each procurement package, giving it a unique code and considers the expected cost of the package, as well as the anticipated dates when the procurement package will be provided. A schedule as shown below, comprising BDP-PP-8 and BPD-PP-9, shall be prepared:

Form BPD-PP-8 Schedule for PP

SI No.	Activity	Note
1	Package Number	In ascending numerical order (e.g. CD1, CD2, CD3; etc.)
2	Description of Procurement Package	Brief description of the procurement package, expressed in quantifiable terms.
3/4	Unit / Quantity	Unit of required consulting services is not applicable, and shall be left blank The quantity required is likely 1
5	Procurement Method	Procurement Method (e.g. QCBC-O; QCBC-L, SSS)
6	Contract Approving Authority	State here the approving authority that gave approval to the Tender / Proposal Evaluation Report.
7	Source of Funds	Source of Funds (own or Development Partners e.g. IDA, ADB, EU etc.
8	Estimated Cost	Express the anticipated cost in Taka as per the internationally accepted terminologies e.g. 5 million for 50 lac and so on.
9 - 12	Indicative Dates	There are the three key dates of any procurement activity, the date at which the Procuring Entity invites Tenders, the date at which a Contract is expected to be signed and the expected date of completion of the Contract.
9	Expression of Interest	This refers to EOI procedure, which shall be used above the determined threshold, or when BRAC cannot prepare a suitable short-list of consulting firms to be invited.
10	Request for Proposals	State the anticipated date when the Request for Proposal Document will be ready for issue.
11	Signing of Contract	State the anticipated date when the Contract will be signed.
12	Completion of Contract	State the anticipated date when the Contract will be completed.

Form BPD-PP-9
PROCUREMENT PLAN
(Sample)

SI No.	Package No.	Description of Procurement Package (as per PR)	Unit	Quantity	Procurement Method	Contract Approving Authority	Source of Funds	Estimated Cost in Tk. (Lakh)	Indicative Dates			
									Expression of Interest	Request for Proposal	Signing of Contract	Completion of Contract
-	1	2	3	4	5	6	7	8	9	10	11	12
1	C1	Development of Mathematics Book for Schools		1	SSS		Own	0.75		14 Jun 11	23 July 11	15 Oct 11
2	C2	Programme Consultant firm for Emergency Health Care Services		1	QCBS-O		Own	200	04 May 11	14 Jun 11	14 Aug 11	30 Nov 11
3	C3	Financial Audit Services		1	QCBS-L		Own	100		21 Jun 11	19 July 11	01 Oct 11
4	C4							0.000				
5	C5							0.000				
6	C6							0.000				
7	C7							0.000				
7	C7							0.000				
8	C8							0.000				
9	C9							0.000				
10	C10							0.000				
11	C11							0.000				
12	C12							0.000				
13	C13							0.000				
14	C14							0.000				
Total Value								230,000				

APPENDIX II

1. Requisition Form and Call for Expression of Interest

1. The following forms will be required during the preparatory phase of proposal/tender calling. The initiation will happen with the raising of the requisition form by the demandee. Thereafter, the Call for Expressions of Interest is to be published for QCBS-O in the national/international newspapers/ websites as applicable. For the procurement of Consulting Services lots are not used.

For QCBS-L a short-list of at least three (3) qualified consulting firms shall be prepared by BRAC (in cooperation between BPD and the department/programme requesting the consulting services).

No advertisements (EOI) are required for QCBS-L and SSS.

Form	Name/Title
BPD 5-1	Requisition Form (for consulting services the columns 'unit' and "present stock position" shall be left blank).
BPD 5-2	Draft advertisement (for Newspaper Advertisement) for calls for Expressions of Interest (EOI) for QCBS-O.

FORM BPD 5-1
1st Copy

No:

REQUISITION FORM
BPD Copy

Prog/Dept/Project/Area: **Delivery Place:** **Date:**
.....

SI/ Packag e No	Name of Consulting Services & Description	Unit	Qty.	Execution Schedule	Present Stock Position	Appr ox. Cost	Remarks

Signature.....

Signature.....

Name of Originator:

Name of Authorizing

Officer:

Designation:

Designation:

Phone #:

Note: *There will be three copies of RF, first copy for BRAC Procurement Department (BPD), 2nd copy for finance and 3rd copy as office copy. For detailed terms of reference additional sheet may be attached.*

Form BPD 5-2 Call for Expressions of Interest (Consulting Services)

Below is a draft of the advertisement to be published:

Proposal/Tender No.:

Background

<Insert relevant background information, e.g. funding, brief description of BRAC, brief description of programme/project for which the consultancy services are required, and any other relevant information>.

Eligible interested Consultants must provide information indicating that they are qualified to perform the services (brochures; description of similar assignments; experience in similar conditions, for similar projects and in developing countries; general qualifications and availability of appropriate skills among staff; etc.). Consultants may associate to enhance their qualifications.

Objective of the Consultancy Services

<Insert a brief description of the objective of the required consulting services>.

Scope of the Consulting Services

<Insert a brief description of the scope of the required consulting services, i.e. what is expected from the consultant, a brief rational of the terms of reference, how many man-months may be required, what is the expected duration of the services, and any other relevant information>.

Contact for more Information

Eligible Interested Consultants may obtain further information at the address below from 09.00 – 16.00 hours local time (Sunday to Thursday) exclusive of public holidays:

BPD, BRAC Head Office, BRAC Centre, 75 Mohakhali, Dhaka 1212, Bangladesh; **Tel:** +88 (02) xxxxxxxx; **Fax:** +88 (02) xxxxxxxx, **Attn:** xxxxx, xxx@brac.net

Expression of Interest: [One (1) Original and Two (2) copies] with the accompanying materials must be delivered to the address below **at or before <insert time> hours on <insert date>:**

BPD, BRAC Head Office, BRAC Centre, Ground Floor, 75 Mohakhali, Dhaka 1212, Bangladesh; **Tel:** +88 (02) xxxxxxxx; **Fax:** +88 (02) xxxxxxxx.

[Name and designation of the official inviting the call for expressions of interest]

2. Expression of Interest Opening Steps and Forms

1. Expression of Interest Opening Steps.

- Step 1 Check and confirm the deadline for submission and opening of Expressions of Interest.
- Step 2 Ensure dropping of all Expressions of Interest in accordance with the procedures set in the Call for Expressions of Interest (advertisement).
- Step 3 Make sure that Tender Opening Committee (TOC) members are present.
- Step 4 Obtain signature of the TOC Members in Form BPD 5-4.
- Step 5 Check presence of Consulting Firms' representatives (if any).
- Step 6 Obtain signature of the Consulting Firms' representatives in Form BPD 5-5.
- Step 7 Open the Tender box on the date and time mentioned in the Call for Expressions of Interest (advertisement).
- Step 8 Check envelopes removed from the tender box to ensure that only relevant envelopes are opened.
- Step 9 During the process under Step-7 above mark Serial Number (SN) and encircle with red-ink on the sealed cover of the Expression of Interest.
- Step 10 Tear-open the sealed Expressions of Interest one by one and again mark and encircle SN with red-ink on the Expressions of Interest (original and copies) with full dated signature of the Chairman of the TOC (at least on the cover letter).
- Step 11 Record for each the SN, name of the consulting firm, the country of the consulting firm and any comment in Form BPD 5-6.
- Step 12 Make sure after opening of the Expressions of Interest that all the members and the Chairperson of the TOC have signed Form BPD 5-6.

2. Forms to be maintained for Opening Expressions of Interest. The following forms are to be maintained while opening tenders for ensuring transparency of the tender opening process:

BPD 5-3	Expression of Interest Dropping Record Sheet.
BPD 5-4	Expression of Interest Opening Record of Attendance for BRAC officials.
BPD 5-5	Expression of Interest Opening Record of Attendance for Consulting Firms (if any).
BPD 5-6	Expressions of Interest Received

Form BPD 5-3

BRAC

75, Mohakhali, Dhaka - 1212.

Expression of Interest Dropping Record Sheet

Date:

Time:

Names & signatures of the representatives of consulting firms who dropped expressions of interest for-----

SI No	Names of the Consulting Firm	Representative's Name	Signature

Form BPD 5-4

BRAC
Procurement Department

Expression of Interest Opening Record of Attendance for BRAC Officials

*Names & Signatures of the Committee Members & BRAC Staff who were present at
the time of Expression of Interest Opening for Procurement of-----*

Date -----

Time:

SI No	Name	Designation	Signature

Form BPD 5-5

BRAC
Procurement Department

Expression of Interest Opening Record of Attendance for Consulting Firms

*Names & Signatures of the Consulting Firms' Representative(s) who were present at
the time of Expression of Interest Opening for Procurement of-----*

Date: ----- **Time:** -----

SI No	Name of the Consulting Firm	Representative(s)	Signature

Form BPD 5-6

BRAC Procurement Department

Expressions of Interest Received

Names & countries of the Consulting Firms submitting an Expression of Interest, and relevant comments to be recorded.

Date: -----

Time: -----

SI No	Name of the Consulting Firm	Country	Comments

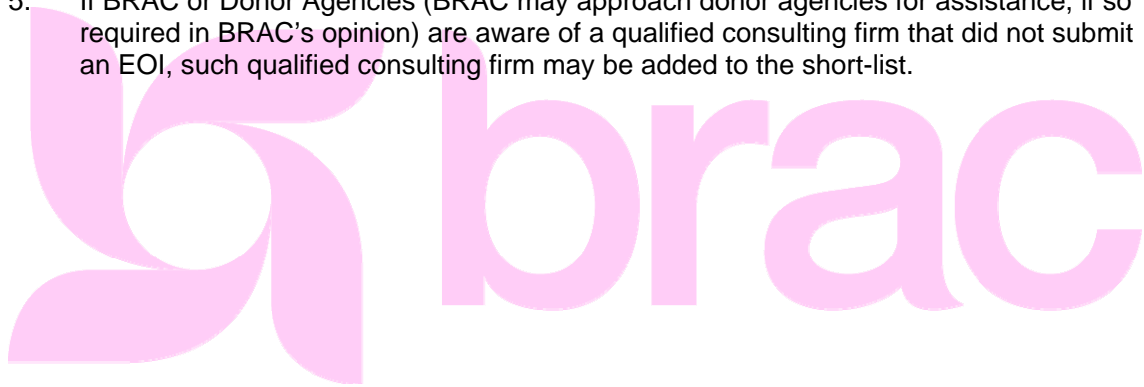
Comments shall include: check if original and required copies are provided, and record observations made during the opening session.

Members of the opening committee shall sign the completed form.

Note: whereas representatives of the consulting firms submitting an expression of interest can participate in the opening procedure, most consulting firms will not send a representative to the opening session.

3. Assessment of Expressions of Interest and Short-listing of Firms

1. An assessment (evaluation) team to be established by BRAC shall assess all received Expressions of Interest (EOI), with the aim to short-list 5 to 7 consulting firms for the subsequent invitation to submit a proposal. Ideally the assessment (evaluation) team shall consist of staff from BPD as well as the department/programme for which the consulting services are procured.
2. The assessment (evaluation) shall only assess the received EOI against the information contained in the Call for Expressions of Interest (advertisement). It is thus important that the advertisement contains sufficient information, both for consulting firms to provide responsive EOI and for the assessment (evaluation) team to have sufficient merits for the assessment of the received EOI.
3. The assessment can include the firms' response in terms of (i) understanding of the required services, (ii) description of similar assignments, (iii) experience in similar conditions, for similar projects and in developing countries, and (iv) general qualifications and availability of appropriate skills among staff.
4. Ultimately the 5 to 7 firms providing the best suited EOI responses shall be short-listed.
5. If BRAC or Donor Agencies (BRAC may approach donor agencies for assistance, if so required in BRAC's opinion) are aware of a qualified consulting firm that did not submit an EOI, such qualified consulting firm may be added to the short-list.



APPENDIX III

Standard Request for Proposal Documents (RFP) For Quality and Cost Based Selection (QCBS) under Open Tendering (QCBS-O, with Expression of Interest) and Limited Tendering (QCBS-L) Methods

Guidance Notes

1. These guidance notes have been prepared to assist in the preparation and use of the Standard Request for Proposals Document (RFP) for the procurement of Consulting Services under QCBS-O and QCBS-L. All contract awards are to be made to the proposal/tender achieving the highest number of points (after combining the technical and financial evaluation results).
2. This document will be used for the Open Tendering Method (QCBS-O), with Expression of Interest) and also for the Limited Tendering Method (QCBS-L), whereby tenders are invited from a short-list prepared by BRAC, and in such latter instances (i.e. QCBS-L only) the advertising (call for expression of interest) of such invitations will not be required.
3. RFP is based upon internationally acceptable model formats, which have been adapted to suit the particular needs of procurement within BRAC. The RFP has 8 Sections, of which **Section 1 Instruction to Consultants (ITC) and Section 5 General Conditions of Contract (GCC) must not be altered or modified under any circumstances.**
4. The way in which the BRAC Procurement Department (BPD) addresses its specific needs is through the information provided in the **Proposal Data Sheet (PDS)** and the detailed requirements of the procurement in the **Terms of Reference (TOR)** and/or the **Drawings**, if any.
5. RFP, when properly completed, will provide all the information that a consultant needs in order to prepare and submit a proposal. This should provide a sound basis on which the BPD can fairly, transparently and accurately carry out the evaluation process of the submitted proposals.
6. The following briefly describes the Sections of RFP and how it should be used when preparing a particular Request for Proposal.

Letter of Invitation

A draft is provided in the following documents; the letter of invitation contains basic information for the invited consultants.

Section 1: Instructions to Consultants (ITC)

This section provides relevant information to help consultants prepare their proposal. Information is also provided on the submission, opening, and evaluation of proposals and on the award of contract. This section also contains the criteria to be used by the purchaser i.e. the BPD in order to determine the proposal with the highest combines (technical & financial evaluations) score and the qualifications of the consultant to perform the contract. **The text of the clauses in this Section shall not be modified.**

Section 2: Proposal Data Sheet (PDS)

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 Consultants (ITC).

Section 3: Terms of Reference (TOR)

This Section provides the Terms of Reference, i.e. description of the consulting services required. Care shall be taken to have comprehensive and detailed TOR prepared.

Section 4: Proposal Response Forms (PRF)

This Section all forms to be completed by the invited consultants, and returned with their proposals. Forms BPD 5-7 to BPD 5-14 form part of the technical proposal. Forms BPD 5-15 to BPD 5-16 form part of the financial proposal.

Section 5: General Condition of Contract (GCC)

This Section provides the General Conditions of Contract that will apply to the contract that is issued to the successful consultant. **The text of the clauses in this Section shall not be modified.**

Section 6: Special Conditions of Contract (SCC) .

This section provides clauses specific to the particular contract that modify or supplement Section 5: General Conditions of Contract (GCC).

Section 7: Forms Completing the Contract.

This section contains the Contract Agreement Form, and all other forms required to complete the Contract (Forms BPD 5-17 to BPD 5-20); included is also a template for an Advance Payment Security (if applicable).

*BRAC Procurement Department
BRAC Head Office, BRAC Centre
75, Mohakhali, Dhaka 1212*

*Fax:
Email:*

REQUEST FOR PROPOSAL (RFP)

[enter here the nature of the consulting services to be procured]

RFP No:

Issued on:

Closing Date & Time:

LETTER OF INVITATION

To: [BRAC to enter]	RFP Ref	[BRAC to enter]
	Date Issued	[BRAC to enter]
	Validity of Proposal	[BRAC to enter]
Closing Date and Time (Dhaka Local Time)		[BRAC to enter]
Background [BRAC to enter background].		
Services Required [BRAC to enter description]		

You are invited to submit a Proposal to provide the following consulting services: **[BRAC to enter name of consulting services assignment]**. More details on the services are provided in the Terms of Reference (see Section 3). The Services are being procured by BRAC (the Purchaser). The completed Proposal must be signed by your authorised representative; and must be valid for a minimum period as indicated above from the Closing Date of the RFP.

Any resulting Contract will be a **[BRAC to enter: Lump Sum or Time Based]** Contract

This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:

[BRAC to enter List of Shortlisted Consultants]

It is not permissible to transfer this invitation to any other firm.

The RFP includes the following documents:

This Letter of Invitation

1. Instructions to Consultants
2. Proposal Data Sheet
3. Terms of Reference
4. Proposal Response Schedules
5. General Conditions of Contract
6. Special Conditions of Contract
7. Forms

Please inform us in writing at the following address **[BRAC to enter address]**, upon receipt:

- (a) That you received the Letter of Invitation; and
- (b) Whether you will submit a proposal.

Yours sincerely,

[BRAC to enter address, email, signature, name, and title of Purchaser]

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STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 1: Instruction to Consultants (ITC)

1.1 PREPARATION OF PROPOSAL

- 1.1.1 The shortlisted Consultants are invited to submit separate Technical and Financial Proposals. The currency of the Proposal shall be Bangladeshi Taka or any other freely convertible currency. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant. The Consultant shall inform itself fully of all circumstances and conditions relating to submitting a Proposal, including site visits if appropriate, and shall satisfy itself as to the correctness and sufficiency of the RFP documentation. By submitting a Proposal the Consultant understands that all provisions and conditions in this RFP (as potentially amended pursuant to Art. 1.1.12 below) shall fully and automatically apply to his Proposal.
- 1.1.2 If a pre-proposal meeting will take place this will be stated in the **Proposal Data Sheet (PDS)**.
- 1.1.3 The estimated number of man-months for the Services or the budget is given in the **PDS**. The **PDS** will also state if the Purchaser envisages the need for continuity for downstream work and if or not training is an essential part of the assignment. The type of Contract (Lump Sum or Time Based) is as stated in the **PDS**.
- 1.1.4 The Purchaser will state in the **PDS** if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 1.1.5 The Consultant shall prepare its Proposal using the Proposal Response Forms (**PRF**) in Section 4, as detailed in the **PDS**. In case of an association or joint-venture, each member shall complete the **PRF** as detailed in the **PDS**. The completed and signed **PRF**, together with the required supporting documentation, will form the Proposal and shall be the basis on which the Proposal will be evaluated.
- 1.1.6 A shortlisted Consultant may not associate with any other shortlisted Consultant. In case of association with a non-shortlisted Consultant, the shortlisted Consultant shall act as association leader. In case the short-listed Consultant is already an association or joint venture (i.e. it submitted its EOI as an association or joint venture), the partners shall indicate who will act as the leader of the joint venture. In all cases all partners shall be jointly and severally liable. The composition or the constitution of the association or joint venture as short listed shall not be altered without the prior consent of Purchaser. Association or joint venture arrangements shall be provided with the Proposal.
- 1.1.7 If the Consultant proposes to subcontract any component of the Services then the Consultant shall provide details of the proposed subcontractors indicating the proposed part of the services that would be subcontracted and the relevant experience of that subcontractor, including a statement that the proposed subcontractor(s) is/are eligible under the conditions of the RFP.
- 1.1.8 Consultants may only submit one proposal. A Consultant who submits more than one Proposal, or participates as a member of an association or a joint venture in more than one Proposal will cause all the Proposals with that Consultant's participation to be disqualified.
- 1.1.9 Alternative Proposal(s) shall only be permitted, if so stated in the **PDS**.
- 1.1.10 The Proposal shall remain valid for the number of days stated in the **PDS**. In exceptional circumstances, the Purchaser may request that Consultants extend the Proposal validity period. The request and the Consultant's response shall be made in writing. The Consultant may refuse the request, but its Proposal will no longer be considered. The Consultant agreeing to the request will not be required or permitted to otherwise modify its Proposal for the period of the extension.

- 1.1.11 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the **PDS** before the proposal submission date. Any request for clarification must be sent in writing to the Purchaser's address indicated in the **PDS**. The Purchaser will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants.
- 1.1.12 At any time before the submission of Proposals, the Purchaser may amend the RFP by issuing an addendum in writing. The addendum shall be sent to all Consultants and shall be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Purchaser may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 1.1.13 The Consultant shall prepare the proposal in the English language and submit one original and the number of copies specified in the **PDS** to the submission address provided on the cover page of the RFP. The proposal shall be clearly marked "Original" or "Copy" as appropriate.
- 1.1.14 An authorised representative of the Consultants shall sign where so indicated in the **PRS** the original Technical and Financial Proposals. The authorisation shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorised to sign.

1.2 CORRUPT OR FRAUDULENT PRACTICES

- 1.2.1 The Purchaser requires that Consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers observe the highest standard of ethics during the selection and execution of contracts.
- 1.2.2 Should any corrupt, fraudulent, collusive, coercive or obstructive practices of any kind come to the knowledge of the Purchaser, it shall, in the first place, allow the Consultant to provide an explanation and shall take actions when a satisfactory explanation is not received.
- 1.2.3 In pursuance of this requirement, the Purchaser will reject a Proposal if it determines that the Consultant recommended for award has, directly or through an agent or other third party, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.
- 1.2.4 For the purposes of this provision, the terms set forth below shall apply:
- (i) "**corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value (whether tangible or intangible) to influence the action of a person involved in making decisions;
 - (ii) "**fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser and includes dishonestly obtaining any such benefit by way of deception, forgery or other means;
 - (iii) "**collusive practice**" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "**coercive practice**" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "**obstructive practice**" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the Purchaser's rights.

1.3 ORIGIN OF CONSULTANT SERVICES AND GOODS AND SERVICES

- 1.3.1 Consultant Services, including all parties constituting the Consultant, shall not have the nationality of any country, and Goods and Services may not be supplied from those countries, prohibited by the legislation of Bangladesh or by any international Agreement of which Bangladesh is a signatory, or by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. The countries covered by this prohibition, and any conditions applicable, at the time of issuing this RFP are as listed in the **PDS**.

1.4 QUALIFICATIONS OF THE CONSULTANT

- 1.4.1 To qualify for an award of Contract, the Consultant shall demonstrate that he possess the necessary professional and technical qualifications or competence, financial resources, equipment and other physical facilities, managerial capability, experience in the required field of operation and personnel to perform the Contract, as indicated in the **PDS**.
- 1.4.2 The Purchaser shall disqualify the Consultant if it finds that the information submitted in a Proposal concerning its qualifications is false, misleading or incomplete.

1.5 PROPOSAL SUBMISSION AND OPENING

- 1.5.1 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**". Similarly, the original Financial Proposal shall be placed in a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the RFP number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number, RFP number, and name of Tenderer and be clearly marked "**Do NOT OPEN BEFORE [as stated in the PDS]**". Failure to comply fully with this Clause will constitute grounds for declaring the Proposal non-responsive and rejecting it.
- 1.5.2 The Proposal may only be delivered by hand, mail or by courier service to the Purchaser at the address and by the time and date stated on the cover page of the RFP.
- 1.5.3 A Proposal received after the deadline for submission will remain unopened and may be collected by the Consultant if it so wishes. If not collected within 3 months after the proposal closing date it may be disposed off.
- 1.5.4 The Purchaser shall open the Technical Proposals immediately after the deadline for their submission, but in any case not later than 30 minutes from the deadline for submission, and at the address stated in the **PDS**. The envelopes with the Financial Proposals shall remain sealed and securely stored.
- 1.5.5 A Consultant may withdraw its Proposal by submitting a notice of withdrawal before the deadline for submission of Proposals. The notice must be submitted identifying the RFP Number and clearly marked "Withdrawal of Proposal". The withdrawal will be recorded at the Proposal Opening, but the withdrawn Proposal will not be opened or further considered.
- 1.5.6 The Consultant may amend its Proposal by submitting a notice of amendment before the deadline for submission of Proposals. The notice, and amended Proposal, must be submitted identifying the RFP Number and clearly marked "Amendment of Proposal". The amended Proposal will be opened and recorded at the Proposal Opening and considered in the subsequent evaluation of Proposals.
- 1.5.7 The Purchaser will not be responsible for, or pay for, any expense or loss, which may be incurred by a Consultant in the preparation of its Proposal.

1.6 EXAMINATION AND EVALUATION OF PROPOSALS

- 1.6.1 Proposals properly received shall be evaluated in line with the evaluation criteria and selection method stated in the **PDS** by a Proposal Evaluation Committee (PEC) appointed by

the Purchaser. The Purchaser's determination of a proposal's responsiveness shall be based upon the contents of the proposal itself, and any supporting documents, as required.

- 1.6.2 To assist in the examination and evaluation of the Proposals, the Purchaser may ask the Consultant for clarification of its Proposal. The Consultant may also be called upon to supply information additional to that provided in its Proposal to demonstrate to the satisfaction of the Purchaser that the Consultant has the capacity to perform the Services specified. The Consultant shall within the time specified comply with any such requests. Should the Consultant fail to submit any or all of the information required, in the time stipulated, its Proposal may be treated as non-compliant and rejected.
- 1.6.3 Any attempt by a Consultant to influence the Purchaser's evaluation of any Proposal or the Purchaser's award decisions will result in the rejection of its Proposal.
- 1.6.4 The Purchaser shall evaluate the Technical Proposal on the basis of its responsiveness to the Terms of Reference given in Section 3. Using the technical evaluation criteria set out in the **PDS** the Proposal shall be evaluated, including an analysis of weaknesses and strengths, and the technical score of the Proposal shall be determined by the addition of the scores awarded for all evaluation criteria.
- 1.6.5 The Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference, or if it fails to achieve the minimum technical score indicated in the **PDS**.
- 1.6.6 Financial Proposals of technically responsive Proposals who achieved the minimum technical score shall be opened publicly in the presence of the Consultants' representatives who choose to attend and the respective Consultants will be informed in time to be able to make arrangements for participation in the financial opening. The name of the Consultants, their technical scores and their total price shall be read aloud and recorded. Minutes of the Financial Opening will be prepared and distributed to all Consultants who submitted a Proposal. Costs incurred by the Consultants' participation to the financial opening shall be borne fully by the Consultants.
- 1.6.7 For the purpose of the financial evaluation prices quoted by Consultants will be converted into a single currency and at the rate stated in the **PDS**. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures the partial amount and words will prevail, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the partial amount, in which case the total amount as quoted shall govern and the partial amount shall be corrected. In addition to the above corrections, cost of items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities. The formula for determining the financial scores shall be as stated in the **PDS**.
- 1.6.8 The weights of the technical evaluation result and financial evaluation result for each proposal shall be as stated in the **PDS**.
- 1.6.8 The Consultant whose Proposal has achieved the highest combined score shall be recommend for award of Contract subject to any negotiations that may be required.

1.7 NEGOTIATIONS

- 1.7.1 Negotiations, if required, are likely to be held by the date and at the address indicated in the **PDS**.
- 1.7.2 Negotiations may include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organisation, staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Purchaser will record any agreed changes in the minutes which will be signed by both Parties and which will form part of the Contract.
- 1.7.3 The financial negotiations will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 1.7.4 Before contract negotiations, the Purchaser will require assurances that the Professional staff will be actually available. The Purchaser will not consider substitutions during contract

negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death, medical incapacity or other reason acceptable to the Purchaser. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any such proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified.

- 1.7.5 The Purchaser reserves the right to request from the Consultant, at any time before contract signature, documentation supporting the data/information based on which its Expression of Interest was shortlisted at the EOI stage (if applicable), and/or additional documentation supporting the data/information provided in its proposal. If the Consultant fails to provide such documentation, or the documentation is not satisfactory for the Purchaser, or if the documentation provided proves that the data/information provided at EOI stage or in its proposal was inaccurate or incorrect, the Purchaser will not enter into negotiations with that Consultant or, if negotiations have been initiated or concluded, shall not sign a contract under any circumstance. In these cases Art. 1.7.7 below shall apply accordingly.
- 1.7.6 At the end of these negotiations, after all material business, financial, technical and legal issues have been resolved, the Purchaser will incorporate the results of any negotiations into a draft Contract, which shall be initialled by both parties.
- 1.7.7 If negotiations fail, the Purchaser will invite the Consultant whose Proposal is ranked second to negotiate a Contract.

1.8 ACCEPTANCE OR REJECTION OF ANY OR ALL PROPOSALS

- 1.8.1 The Purchaser reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer(s).

1.9 APPROVAL AND NOTIFICATION OF CONTRACT AWARD

- 1.9.1 The Consultant whose Proposal has been selected will be notified by the Purchaser, prior to the expiration of the Proposal validity period. On completion of any negotiations and provision by the Consultant of any other documentation that may be required by the Purchaser, the Purchaser shall issue to the Consultant the Contract. The Consultant shall return a signed copy of the Contract within 7 days of the issue. The Purchaser will publish the award of contract on its website (www.brac.net) and promptly notify all other Consultants who have submitted proposals.

1.10 NOTIFICATION AND DEBRIEFING OF UNSUCCESSFUL CONSULTANTS

- 1.10.1 Following signature of the Contract the Purchaser shall promptly in writing notify all the other Consultants that their Proposals have been unsuccessful and communicate to them the name of the successful Consultant.
- 1.10.2 Within five days of receipt of a written request by any unsuccessful Consultant the Purchaser shall communicate the reasons why its Proposal was not successful. Information concerning the Award of Contract shall be posted on the Purchaser's website (www.brac.net).

1.11 COMPLAINT HANDLING

- 1.11.1 If the Consultant has been rejected at any stage of the evaluation and negotiation but is not satisfied with the explanation or information obtained in a debriefing provided pursuant to 1.10 above he may submit a complaint. The process to handle and resolve a Consultant's complaint is described in 1.11.2 below:
- 1.11.2 A complaint will be dealt with as follows:
 - (a) The choice of procurement methods for consulting services and a decision by the Purchaser to reject all tenders shall not be the basis for a complaint/appeal.

- (b) A Consultant shall submit his/her complaint/appeal for consideration through three stages in consecutive order, e.g. Director (Monitoring and Audit), Chairman, and the Ombudsman of BRAC.
- (c) A Consultant shall submit its complaint, in writing within ten (10) working days of when he/she became aware of the circumstances giving rise to the complaint. This should be supported by material evidences.
- (d) A Consultant shall submit his/her complaint in the first instance, to the Director (Monitoring and Audit), BRAC; address **as stated in the PDS**. The Director (Monitoring and Audit) shall consider the complaint and decide whether to reject the complaint or to implement any corrective action. He shall issue a written decision to the Consultant within 15 working days of receipt of the complaint stating either the reasons for the rejection of the complaint or advising on the corrective action that has been taken, copying the decision to the Director, Procurement, BRAC.
- (e) When a complaint is being considered at any level, the proposal examination, evaluation and approval process will continue, but Notification of Award Letter (NOAL) shall not be issued until final decision on complaint has been received or the Consultant does not pursue the complaint at higher level.
- (f) If the Consultant is not satisfied with the written decision or fails to receive a written decision within the specified time period stated at (d) above and wishes to pursue its complaints, he/she shall within 10 working days after the date of receipt of the written decision, address the same complaint in writing to the Chairman, BRAC; address **as stated in the PDS**.
- (g) The Chairman, BRAC shall consider the subject matter of the complaint and decide whether to reject the complaint, or implement any corrective action. The complainant will be intimated the decision within 30 working days.
- (h) If Consultant is not satisfied with the written decision of the Chairman, BRAC or fails to receive a written decision within the specified time period stated at (g) above and wishes to pursue his/her complaint, he/she shall within 15 working days from the date of receipt of the decision shall address the same complaint in writing to the Ombudsman, BRAC; address **as stated in the PDS**.
- (i) The Ombudsman, BRAC shall consider the subject matter of the complaint and decide whether to reject the complaint or to implement any corrective action. Within 15 working days of receipt of the complaint the Ombudsman shall issue a written decision to the supplier stating either the reason for the rejection of the complaint or advising on the corrective action that has been taken, copying the decision to the Chairman, BRAC, Director (M&A), BRAC, and Director, Procurement, BRAC.
- (j) The decision of the Ombudsman shall be final and concerned purchaser/ officials shall act upon such decision immediately.

STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 2: Proposal Data Sheet (PDS)

Instructions for completing the Proposal Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITC Clauses.	
ITC Clause	Amendments of, and Supplements to, Clauses in the Instruction to Consultants
ITC 1.1.2	<p><i>[A pre-proposal shall take place on <insert date> at <insert time> at <insert place>]</i></p> <p>Or</p> <p><i>[Not applicable]</i></p> <p><i>[Complete/delete as appropriate]</i></p>
ITC 1.1.3	<p><i>[The estimated number of man-months for the required consulting services is: <insert>]</i></p> <p>Or</p> <p><i>[The budget for the required consulting services is: <insert>]</i></p> <p><i>[Complete/delete as appropriate]</i></p>
	<p><i>[The Purchaser envisages the need for continuity for downstream work]</i></p> <p>Or</p> <p><i>[The Purchaser does not envisage the need for continuity for downstream work]</i></p> <p><i>[Delete as appropriate]</i></p>
	<p><i>[The resulting Contract will be a Lump Sum Contract]</i></p> <p>Or</p> <p><i>[The resulting Contract will be a Time Based Contract]</i></p> <p><i>[Delete as appropriate]</i></p>
ITC 1.1.4	<p><i>[In the case of a foreign Consultant, the foreign Consulting Firm and its foreign staff employed on this consultancy in Bangladesh, will be exempt from taxes in Bangladesh, with the exception of VAT on locally made purchases; local Consultants will have to follow the Bangladeshi tax laws]</i></p>

	<p>Or</p> <p><i>[In the case of a foreign Consultant, the foreign Consulting Firm and its foreign staff employed on this consultancy in Bangladesh, will not be exempt from taxes in Bangladesh, and will have to adhere to Bangladeshi tax laws; local Consultants will also have to follow the Bangladeshi tax laws]</i></p> <p><i>[Delete as appropriate]</i></p>
ITC 1.1.5	<p>All Forms as attached to Section 3, Proposal Response Forms, must be duly completed, where required signed, and returned with the Consultant's proposal.</p> <p>In addition the following documents are required: <i><insert any additional requirement for supporting documents, e.g. a copy of the consultant's company registration in the home country, tax registration for local consultants, etc., or state "none" if no additional documents are required></i></p>
ITC 1.1.9	<p><i>[Alternative proposals are not permitted]</i></p> <p>Or</p> <p><i>[Alternative proposals are permitted]</i></p> <p><i>[Delete as appropriate; unless very good justifications are available alternative proposals should not be permitted]</i></p>
ITC 1.1.10	<p>The proposal validity shall be: <i><insert></i> days from the date of the proposal submission deadline.</p> <p><i>[Complete/delete as appropriate; 60 or 90 days would be appropriate]</i></p>
ITC 1.1.11	<p>Clarifications can be requesting in writing up to ten (10) days before the submission deadline.</p>
	<p>For <u>clarification purposes</u> only, the Purchaser's address is:</p> <p>Attention:</p> <p>Address:</p> <p>Facsimile number:</p> <p>Electronic mail address:</p>
ITC 1.1.13	<p>The Consultant shall submit <i>< insert ></i> copies of the Technical Proposal and <i>< insert ></i> copies of the Financial Proposal.</p> <p><i>[Complete/delete as appropriate; 3 to 4 copies for the technical proposal and 1 to 2 copies for the financial proposal are adequate]</i></p>
ITC 1.3.1	<p>Consulting Services (and related goods and services) from the following countries are not eligible:</p> <p><i>[State "Not applicable" or if any countries with which the GoB does not trade]</i></p>
ITC 1.4.1	<p>The following documents are required: <i><insert any additional requirement for supporting documents, not covered in Section 3, to proof the</i></p>

	consultant's qualification, e.g. professional or technical qualifications, financial statements, required equipment, minimum number of similar contracts, etc., or state "none" if no additional documents are required>																				
ITC 1.5.1	The date and time by which Proposals must be received by the Purchaser is: <insert the time and date>.																				
ITC 1.5.4	The Proposal Opening (Technical Proposals only) shall take place at: Address: On [state date] at [state time]																				
ITC 1.6.1	The selection method is Quality and Cost Based Selection (QCBS).																				
ITC 1.6.1 ITC 1.6.4	Criteria, sub-criteria and point system for the evaluation of the Technical Proposals are:																				
	<table> <tr> <td>(i) Consultant's (Firm) Experience</td><td></td></tr> <tr> <td>Experience with similar projects</td><td>5</td></tr> <tr> <td>Experience with in similar countries</td><td>5</td></tr> <tr> <td>Sub-total</td><td>10</td></tr> </table> <p>[Note: may be adjusted, if required, in a range totalling 10 to 20 points]</p>	(i) Consultant's (Firm) Experience		Experience with similar projects	5	Experience with in similar countries	5	Sub-total	10												
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	<table> <tr> <td>(iii) Qualification of Experts, including their Experience in the Field of Assignment</td><td></td></tr> <tr> <td>Team Leader, or Expert 1</td><td>20</td></tr> <tr> <td>Expert 2</td><td>15</td></tr> <tr> <td>Expert 3</td><td>15</td></tr> <tr> <td>Sub-total</td><td>50</td></tr> <tr> <td>Each of the above experts' total points sub-divided into:</td><td></td></tr> <tr> <td>General qualification</td><td>20%</td></tr> <tr> <td>Adequacy for the project</td><td>60%</td></tr> <tr> <td>Experience in region</td><td>10%</td></tr> <tr> <td>Language</td><td>10%</td></tr> </table> <p>[Note: may be adjusted, if required, in a range totalling 40 to 60 points]</p>	(iii) Qualification of Experts, including their Experience in the Field of Assignment		Team Leader, or Expert 1	20	Expert 2	15	Expert 3	15	Sub-total	50	Each of the above experts' total points sub-divided into:		General qualification	20%	Adequacy for the project	60%	Experience in region	10%	Language	10%
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Adequacy for the project	60%																				
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Language	10%																				
	<table> <tr> <td>Total</td><td>100</td></tr> </table> <p>[Note: the overall total must always be 100]</p>	Total	100																		
Total	100																				
	<p>The evaluation process will use the following scoring system:</p> <p>(i) Very good (gives added value and shows high quality on the whole), 100%;</p> <p>(ii) Good (adequate and well suited to the purpose), 90%;</p> <p>(iii) Satisfactory (sufficient but lacks substantial advantages or has uneven quality), 70%;</p> <p>(iv) Not entirely satisfactory (sufficient in some aspects but not as a whole), 40%;</p> <p>(v) Poor (not addressed or not sufficient), 0%.</p> <p>As an example: "understanding of and comments on the terms of reference", with an achievable maximum of 10 points and a score of "good" would receive 10</p>																				

	x 90% = 9 points.
ITC 1.6.5	The minimum Technical Score St required to pass is: <i><insert></i> Points. <i>[65, 70 or 75 points is appropriate; for simple services, such as financial audits 65 is appropriate, for services where technical response is important 75 is appropriate]</i>
ITC 1.6.7	The single currency for price conversions is: Bangladeshi Taka. Proposals submitted in currencies other than Taka shall be converted by the purchaser at their selling rates as published by the Central Bank of Bangladesh on the day of submission of proposals.
	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the price of the lowest proposal and F the price of the proposal under evaluation.
ITC 1.6.8	The weights given to the Technical and Financial Proposals are: $T = 0.80$ for the technical proposal, and $F = 0.20$ for the financial proposal. <i>[This may be changed for certain standard consultancies, such as financial auditing services to e.g. $T = 0.70$ and $F = 0.30$]</i>
ITC 1.7.1	The negotiations are expected to be held on <i><insert date></i> at <i><insert address></i> .
ITC 1.11.2 (d)	The name and address of the office where complaints to the Procuring Entity are to be submitted is: The Director, Monitoring and Audit BRAC Head Office BRAC Centre, 75 Mohakhali Dhaka 1212
ITC 1.11.2 (f)	The name and address of the office where complaints to the Procuring Entity are to be submitted is: The Chairman BRAC Head Office BRAC Centre, 75 Mohakhali Dhaka 1212
ITC 1.11.2 (h)	The name and address of the office where complaints to the Procuring Entity are to be submitted is: The Ombudsman BRAC Head Office BRAC Centre, 75 Mohakhali Dhaka 1212

STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 3: Terms of Reference (TOR)

[BRAC to enter]

[In general the structure of Terms and Reference will include the following sections describing the assignment: (i) background; (b) objectives – general & special; (c) results; (d) risks and assumptions; (e) activities; (f) period of execution & geographical area to be covered; (g) personnel required (detailed requirement, following the evaluation grid in Section 2); (h) reporting requirements; (i) monitoring and evaluation; (j) any other relevant provisions depending on the type of contract and/or assignment].



STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 4: Technical Submission Form (BPD 5-7)

To:

BRAC Procurement Department
BRAC Head Office
BRAC Centre, Ground Floor
75, Mohakhali, Dhaka 1212

Date:

Ladies/Gentlemen:

We agree to be bound by the **Instruction to Consultants, Proposal Data Sheet, General Conditions of Contract** and **Special Conditions of Contract** and we hereby submit our Proposal, to perform the services *<insert title and description>* in conformity with the Request for Proposals and in accordance with the Proposal Response Forms included in our Proposal, as per the provisions of the RFP.

We are submitting our Proposal in association with:

<insert name and location (city, country) of any associated consultant, or state none if not applicable>

Our Proposal shall be valid for the period of time specified in the RFP, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We have no conflict of interest, and our firm, its affiliates and subsidiaries have not been declared ineligible under the law of Bangladesh or by BRAC or in accordance with the RFP.

If negotiations are held during the period of validity of the Proposal we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand that all provisions and conditions of the RFP (as amended via Addendum, if applicable) are fully applicable to our Proposal.

We further understand that you are not bound to accept any or all Proposals that you may receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Firm's Seal or Stamp:

STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 4: Consultant's Organisation (BPD 5-8)

[Provide here a brief description of the background and organisation of your firm/entity and each associate for this assignment]

Name of Consultant's Organisation	[Consultant to enter]	
Address of Consultant Telephone Fax	[Consultant to enter]	
Name(s) of Directors	[Consultant to enter]	
Registration Number in Home Country	[Consultant to enter]	
Business Certificates (if any)	[Consultant to enter]	
Annual Turnover for the last 3 Years	Year	Amount
	[BRAC to enter]	[Consultant to enter]
	[BRAC to enter]	[Consultant to enter]
	[BRAC to enter]	[Consultant to enter]

Signed	[Consultant to enter]	Dated	[Consultant to enter]
Name and Designation	[Consultant to enter]		
Duly authorised to sign on behalf of	[Consultant to enter its name]		

STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 4: Consultant's Experience (BPD 5-9)

[Using the format below, Consultant to provide information on each assignment for which your organisation, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major organisations within an association, for carrying out consulting services similar to the ones requested under this assignment]

Assignment name:	Approximate value of the contract:
Location & Country:	Duration of assignment (months):
Name of Client:	Total N° of staff-months of the assignment:
Address of Client:	Approximate value of the services provided by your organisation under the contract:
Start date (month/year): Completion date (month/year):	N° of professional staff-months provided by your organisation:
Name of associated Consultants, if any:	Name of senior professional staff of your organisation involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader, Key Experts):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

We certify that all information and data in this form is accurate and correct. We further understand that supporting documentation proving data / information provided by us in this form may be required by the Purchaser at any stage before signature of contract, and our failure to provide such documentation, acceptable to the Purchaser, may result in the rejection of our proposal and in disqualification from any further procurement exercises carried out by the Purchaser.

Authorised Signature:	[Consultant to enter]	
Name & Title of Signatory:	[Consultant to enter]	
Company Name of Consultant	[Consultant to enter]	Consultant's Seal or Stamp

STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 4: Consultant's Description of Approach, Methodology and Work Plan (BPD 5-10)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are required to present your Technical Proposal, inclusive of charts and diagrams, divided into the following four chapters]:

- a) *Understanding of and comments on the Terms of Reference*
 - b) *Technical Approach and Methodology*
 - c) *Work Plan, and*
 - d) *Organization and Staffing.*
-
- a) *Understanding of and comments on the Terms of Reference. Enter a brief understanding of the Terms of Reference, and any relevant comments on the Terms of Reference.*
 - b) *Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. The assumptions and risks underlying the carrying out of the services should also be identified and discussed here, together with a strategy for minimising and managing risks.*
 - c) *Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by Purchaser), and delivery dates of the reports. The proposed work plan should be consistent with the Technical Approach and Methodology, showing understanding of the Terms of Reference and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The Work Plan should be consistent with the Work Schedule – refer to Proposal Response Form BPD 5-14).*
 - d) *Organisation and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key experts responsible, and proposed technical and support staff. CVs for all proposed key experts and for the proposed technical and support staff shall be attached to this document in the format provided at Proposal Response Form BPD 5-11. Any other support documents may be required by the Purchaser at its discretion].*

STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 4: Curriculum Vitae (CV) for the Proposed Team Leader, Key Experts and Other Staff (BPD 5-11)

1	Proposed Position	<i>[only one candidate shall be nominated for each position]</i>			
2	Name of Firm	<i>[enter name of firm proposing the staff]</i>			
3	Name of Staff Years with Firm/Entity	<i>[enter full name]</i> <i>[enter no. of years]</i>			
4	Date of Birth	<i>[enter dd/mm/yyyy]</i>	Nationality	<i>[enter nationality]</i>	
5	Education				
6	Membership of Professional Associations				
7	Other Training				
8	Countries of Work Experience	<i>[List countries where staff has worked in the last ten years]</i>			
9	Languages (5 Fluent down to 1 Poor)	Language	Speaking	Reading	Writing
10	Employment Record	<i>[Starting with present position, list in reverse order every employment held by staff member for past ten years, giving for each employment (see format here below): dates of employment, name of employing organisation, positions held.]</i>			
		From:		To:	
		Employer:			
		Position Held:			
		From:		To:	
		Employer:			
		Position Held:			
		From:		To:	
		Employer:			
		Position Held:			
11	Detailed Tasks Assigned <i>[List all tasks to be performed under this assignment]</i>	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under this point 11]</i>			

	Assignment No 1	Employer:	
		Name of assignment:	
		Location:	Year:
		Positions held:	
		Main project features:	
		Activities performed:	
	Assignment No 2	Employer:	
		Name of assignment:	
		Location:	Year:
		Positions held:	
		Main project features:	
		Activities performed:	
	Assignment No 3	Employer:	
		Name of assignment:	
		Location:	Years:
		Positions held:	
		Main project features:	
		Activities performed:	
12	Referees	[Insert the names and contact details of the referees for the last 3 employment positions]	

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged. I further understand that the Purchaser may require additional documents supporting the data and information provided in this CV and that my failure to provide such documentation satisfactory to the Purchaser may lead my disqualification or dismissal, if engaged.

Signature of staff member:	Date:
OR	
Name and Signature of authorised representative of staff member:	Date:

STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS
Section 4: Team Composition and Task Assignment (BPD 5-12)

Professional Expert				
Name of Expert	Firm	Area of Expertise	Position Assigned	Task Assigned

Signed	[Consultant to enter name of authorised signatory and signature]	Dated	
For	[Enter Consultant name and stamp]		

STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 4: Staffing Schedule (BPD 5-13)

	Name of Expert Member	Expert input (in the form of a bar chart) ¹													Total input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ²	Total	
Foreign																		
1		[Home]																
		[Field]																
2																		
n																		
										Subtotal								
Local																		
1		[Home]																
		[Field]																
2																		
n																		
										Subtotal								
										Total								

1 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

2 Field work means work carried out at a place other than the Consultant's home office.

STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 4: Work Schedule (BPD 5-14)

N°	Activity ¹	Weeks ²						
		1	2	3	4	5	6	n
1								
2								
3								
4								
5								
6								
n								

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Agency approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 4: Financial Submission Form (BPD 5-15)

To:

BRAC Procurement Department
BRAC Head Office
BRAC Centre, Ground Floor
75, Mohakhali, Dhaka 1212

Date:

Ladies/Gentlemen:

We agree to be bound by the **Instruction to Consultants, Proposal Data Sheet, General Conditions of Contract** and **Special Conditions of Contract** and we hereby submit our attached Financial Proposal for the sum of:

<insert currency and amount in both, words and figures>

The amount is exclusive of local taxes.

We confirm that our Proposal shall remain valid, from the closing date, for the period stated in the RFP.

Our Financial Proposal is binding upon us and shall be subject to any modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents/Recipient	Amount and Currency	Purpose of Commission or Gratuity

We understand you are not bound to accept any or all Proposals you receive..

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Firm's Seal or Stamp:

STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 4: Breakdown of Costs (BPD 5-16)

[This Form shall be used for both Time-Based contracts and for Lump-Sum contracts, as follows:

1. For Time-Based contracts to show the breakdown of costs; required for calculations of payments due under the contract.
2. For Lump-Sum Form contracts information provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Purchaser.]

1. Person-day Fee Rates

Name of Expert	Task Assigned	Person-Day Fee Rate [insert currency]	Number of Days	Total Price [insert currency]
Total				

Note: for Time Based Contracts time sheets (in accordance with the template provided) will be required to be provided by the Consultant at the time of Invoicing.

2. Reimbursable Costs Payable

Item	Unit & Quantity	Unit Cost [insert currency]	Total Price [insert currency]
International Airfares			
Accommodation			
Per Diems			
Other expenses			
Total			

Note: add as many lines/items as required.

3. Total Financial Proposal

Item	Total Price <i>[insert currency]</i>
Person-day Fee Rates	
Reimbursable Costs Payable	
Total	

Note: All prices in the Financial Proposal are exclusive of VAT; local consultants shall indicate – but not add to the total – the VAT amount due on their proposal.

Authorised Signature:		Date	
Name & Title of Signatory:	Name: Title:		

Duly authorised to sign on behalf of

Name of Consultant		Seal or Stamp
--------------------	--	---------------

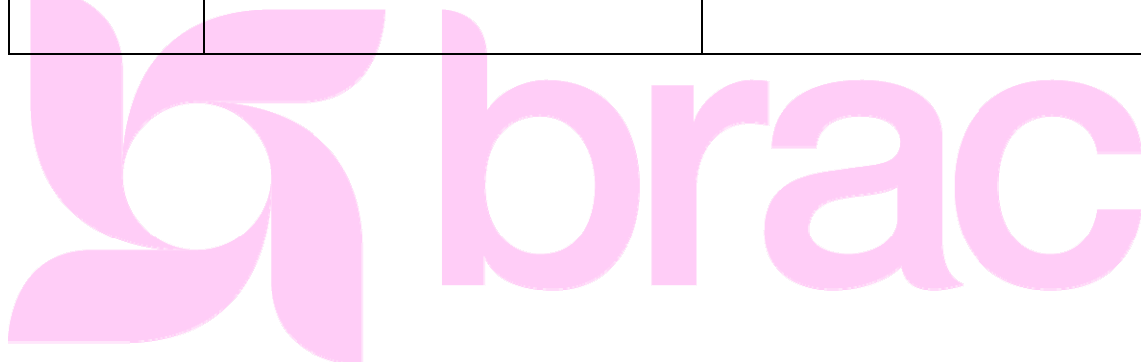


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STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 5: General Conditions of Contract

5.1 GENERAL PROVISIONS

- (1) The **Purchaser** is the entity stated in the Contract Agreement, represented by the person named in the **SCC**.
- (2) The **Consultant** is the entity stated in the Contract Agreement, represented by the person named in the **SCC**.
- (3) The Contract Documents listed in the Contract Agreement represents the entire and integrated Contract between the Purchaser and the Consultant. The Contract is governed by and shall be construed in accordance with the laws of Bangladesh, and the ruling language of the Contract is English.
- (4) All prior negotiations, representations and agreements, both oral and written, are superseded by the Contract.
- (5) All correspondence relating to the Contract between the parties and their representatives, and all documents shall be in English.
- (6) Neither the Purchaser nor the Consultant shall assign, in whole or in part, their obligations under the Contract, except with the prior consent of the other party.
- (7) In these Conditions of Contract, and the Special Conditions of Contract, the following words and expressions shall have the meaning as stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

“Consultant” means the person or organisation stated in the Contract Agreement whose Proposal to provide the Services has been accepted by the Purchaser;

“Contract” means the signed Contract Agreement, and the documentation specified therein, as entered into between Purchaser and the Consultant for the performance of the Services;

“Contract Manager” means the person named in the **SCC**, who manages the implementation of the Contract on behalf of the Purchaser;

“Contract Price” means the price stated in the Contract and thereafter as adjusted in accordance with the provisions of the Contract;

“Date for Commencement” means the date specified in the **SCC** by which the Consultant will be required to commence the Services;

“Date for Completion” means the date specified in the **SCC**, by which the Services are required to be substantially completed;

“Days” means calendar days, **“Months”** means calendar months;

“Force Majeure” means an event or situation beyond the control of either party, that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of either party. Such events may include, but not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargo;

“in writing” means communicated in written form (e.g. by letter, e-mail or fax);

“Member” means any of the entities that make up the joint venture, consortium or association for the Consultant Services, and **“Members”** means all of them;

“Member-in-Charge” means the person appointed by the Members to act for an on behalf of the Members in any discussions with Purchaser regarding the Services and who shall be the

point of Contact for the Consultant to which all Notices issued by Purchaser under this Contract shall be directed;

“Personnel” means professional and support staff, provided by the Consultant, or by the Members, and assigned to perform the Services or any part thereof. **“Foreign Personnel”** means such professionals and support staff who at the time of being so provided have their domicile outside of Bangladesh; **“Local Personnel”** means such professionals and support staff who at the time of being so provided have their domicile inside Bangladesh. **“Key Personnel”** are those listed in the **SCC**;

“Purchaser” means the Procuring Entity stated in the Contract Agreement;

“Services” are what the Contract requires the Consultant to provide;

“Schedule of Prices” means any schedule included in the Contract which shows the respective unit rate of payment for supply of the Services;

“Site” means the place(s) of performance of the Services specified in the Contract;

“Terms of Reference” means the statement set out in the Contract specifying and describing the Services.

Titles and headings shall not be used in the interpretation of these Conditions. Words in the singular also include the plural and vice versa when the context so requires. Words indicating a gender include either gender.

5.2 RELATIONSHIP BETWEEN THE PARTIES

- (1) Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between Purchaser and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

5.3 AUTHORITY OF MEMBER IN CHARGE

- (1) If the Consultant is a joint venture, consortium or association (this does not include sub-consultancy) all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the Contract, but shall appoint one party to act as the Member-in-Charge with authority to bind the joint venture, consortium or association. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of Purchaser.
- (2) In the case that the Consultant consists of a joint venture/consortium/association of more than one entity, the Members hereby authorise the entity specified in the **SCC** to act as Member-in-Charge on their behalf in exercising all the Consultant's rights and obligations towards Purchaser under this Contract, including without limitation the receiving of instructions and payments from Purchaser.

5.4 NOTICES

- (1) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to the Purchaser or to the Member-in-charge, as the case may be, or when sent to the address specified in the **SCC**.
- (2) A Party may change its address for the delivery of notices by giving the other Party notice in writing of such change to the address specified in the **SCC**.

5.5 OBLIGATIONS OF THE PURCHASER

5.5.1 General Obligations

- (1) The Purchaser shall appoint a Contract Manager, as specified in the **SCC**, for the Services and shall provide written notice to the Consultant of such an appointment. The Purchaser may from time to time replace the Contract Manager by giving written notice to the Consultant of such replacement.
- (2) Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Purchaser or the Consultant may be taken or executed by the Contract Manager or Member-in-charge as the case may be.

5.5.2 Payments

- (1) The Purchaser shall pay to the Consultant the sums due under the Contract for Services provided. Payments shall be made in accordance with Article 5.11.

5.5.3 Information

- (1) The Purchaser shall so as not to delay the Services and within a reasonable time give to the Consultant free of cost all information in his power to obtain which may pertain to the Services.

5.5.4 Assistance and Exemptions

- (1) The Purchaser shall use its best efforts to ensure that it shall provide the Consultant such assistance and exemptions as specified in the **SCC**.

5.5.5 Services, Facilities and Property of Purchaser

- (1) The Purchaser shall make available free of charge to the Consultant the services, facilities and property as stated in the Terms of Reference.
- (2) Anything supplied by or paid for by the Purchaser or the Contract Manager for use by the Consultant shall be the property of the Purchaser and where practicable shall be so marked. When the services are completed or terminated the Consultant shall furnish inventories to the Purchaser of what has not been consumed in the performance of the services and shall deliver it as directed by the Purchaser.

5.6 OBLIGATIONS OF THE CONSULTANT

5.6.1 Standard of Performance

- (1) The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with Sub-Consultants or Third Parties.

5.6.2 Assignment and Sub-letting

- (1) The Consultant shall not without the written consent of the Purchaser assign the benefits from the Agreement.
- (2) Neither the Purchaser nor the Consultant shall assign obligations under the agreement without the written consent of the other party.
- (3) The Consultant shall not without the written consent of the Purchaser initiate or terminate any sub-contract for performance of all or part of the Services.

5.6.3 Intellectual Property and Copyright

- (1) The Consultant retains intellectual property and copyright (**IP**) in all drawings, documents and other materials containing data and information furnished to the Purchaser by the Consultant, unless otherwise provided in the **SCC**. The Purchaser shall be entitled to use

them or copy them for the purpose for which they are intended and need not obtain the Consultant's permission for such use.

5.6.4 Conflict of Interests

- (1) The Consultant shall hold the Purchaser's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

5.6.5 Consultant Not to Benefit from Commissions Discounts, etc

- (1) The payment of the Consultant pursuant to Clause 5.11 hereof shall constitute the Consultant's only payment in connection with this Contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- (2) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Purchaser on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Purchaser. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Purchaser.

5.6.6 Consultant and Affiliates Not to Engage in Certain Activities

- (1) The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

5.6.7 Prohibition of Conflicting Activities

- (1) The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

5.6.8 Confidentiality

- (1) Except with the prior written consent of the Purchaser, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

5.6.9 Consultant's Actions Requiring Agency's Prior Approval

- (1) The Consultant shall obtain the Purchaser's prior approval in writing before taking any of the following actions:
 - (a) Entering into a subcontract for the performance of any part of the Services;
 - (b) Appointing such members of the Personnel not listed by name in the **SCC**; and
 - (c) Any other action that may be specified in the **SCC**.

5.6.10 Reporting Obligations

- (1) The Consultant shall submit to the Purchaser the reports and documents specified in the Terms of Reference hereto, in the form, in the numbers and within the time periods set forth in the Terms of Reference. Final reports shall be delivered in electronic format in addition to the hard copies specified in the Terms of Reference.

5.7 CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

5.7.1 General

- (1) The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in the Terms of Reference. The Key Personnel and sub-consultants listed as well as by name in the **SCC** are hereby approved by Purchaser.

5.7.2 Removal and/or Replacement of Personnel

- (1) Except as the Purchaser may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (2) If the Purchaser (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at Purchaser's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to Purchaser.
- (3) The Consultant shall have no claim for additional costs arising out of, or incidental to, the removal and/or replacement of Personnel.

5.8 PERFORMANCE OF THE SERVICES

5.8.1 Location

- (1) The Services shall be performed at such locations as are specified in the **SCC** and, where the location of a particular task is not so specified, at such locations, as the Purchaser may approve.

5.8.2 Effectiveness of Contract

- (1) This Contract shall come into force and effect on the date (the "Effective Date") the Agreement is signed by both Parties or on such other conditions as may be stated in the **SCC**.

5.8.3 Commencement of Contract

- (1) The Consultant shall commence the Contract not later than the number of days after the Effective Date specified in the **SCC**.

5.8.4 Completion of Contract

- (1) The Contract shall end by the date specified in the **SCC**.

5.9 INDEMNIFICATION AND INSURANCE REQUIREMENTS

5.9.1 Professional Indemnity Insurance

- (1) The Consultant shall maintain professional indemnity insurance in an amount not less than that stated in the **SCC** for anyone occurrence or series of occurrences arising out of this Agreement and for the period stated in the **SCC**, and provided always that such insurance is available at commercially reasonable rates. The Consultant shall immediately inform the Purchaser if such insurance ceases to be available on the terms required by this Condition at commercially reasonable rates in order that the Purchaser and the Consultant can discuss means of best protecting the respective positions of the Purchaser and the Consultant in the absence of such insurance.

5.9.2 Public Liability Insurance

- (1) As stipulated in the **SCC** and in the sum stated if applicable.

5.9.3 Insurance Documentation

- (1) Within 14 days of Contract signature the Consultant shall produce for inspection insurance certificates to show that the insurance cover required by the Purchaser is being maintained against the risks and for the coverage for the duration of the Contract as shall be specified in Clauses 5.9.1 and 5.9.2 above.
- (2) The Consultant shall not cancel, cause to be cancelled, or alter the terms and conditions of any insurance policy covering this Contract without the express permission of the Purchaser.
- (3) If the Consultant does not provide the insurance certificates required, the Purchaser may effect the insurance which the Consultant should have provided and recover the premiums the Purchaser has paid from payments otherwise due to the Consultant or, if no payment is due, the payment of the premiums shall be a debt due.

5.10 VARIATION ORDERS

- (1) Subject to the agreement of the Parties the Purchaser may prepare a Variation Order making changes to the Services, Terms of Reference, timing and/or cost of the Contract.
- (2) Both Parties shall sign the Variation Order within 3 days of its issue.

5.11 TERMS OF PAYMENT

- (1) The total payments made to the Consultant for the provision of the Services under the Contract shall not exceed the Contract Price stated in the Contract Agreement, except for Variation Orders made to the Contract as provided for in Clause 5.10.
- (2) Payments will be made to the Consultant according to the terms stated in the **SCC**.
- (3) Payment shall be made within 30 days of receipt of the invoice and the relevant documents and within 60 days in the case of the final payment. The Consultants' Personnel providing Services under this Contract, during the course of their work (including field work) under this Contract, may be required, as stated in the **SCC**, to complete time sheets or other such documents used to identify time spent, as well as expenses incurred, as instructed by the Purchaser's Authorised Representative.
- (4) If an Advance Payment is allowed as detailed in the **SCC**, the first payment shall be made against the provision by the Consultant of an Advance Payment Guarantee for the same amount in the format provided. Other payments shall be made after the conditions listed in the **SCC** for such payment have been met, and the Consultant has submitted an invoice to Purchaser specifying the amount due.

5.11.1 Payment on Termination

- (1) Upon termination of this Contract the Purchaser pursuant to 5.12 shall make the following payments to the Consultant:
 - (a) Remuneration for Services satisfactorily performed prior to the effective date of termination; and
 - (b) Except in the case of termination pursuant to 5.12.1 reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the repatriation travel of the Personnel and their eligible dependents.

5.11.2 Taxes

- 1) Foreign Consultants and its foreign personnel shall be exempt from local taxes, and if the foreign Consultant and/or its foreign personnel are required to pay taxes in Bangladesh, the Purchaser shall reimburse such taxes. This does, however, not apply to VAT paid for purchases in Bangladesh and also not to local personnel of Foreign Consultants.
- 2) Local Consultants shall follow the tax laws of Bangladesh, and all taxes are deemed to be included in the Consultant's fee/remuneration, with the exception of VAT, which shall be added at the prevailing rate.

5.12 TERMINATION AND SUSPENSION

The Contract may be terminated or suspended in the following cases:

5.12.1 Termination for Default

- (1) The Purchaser may, without prejudice to any other remedy for breach of Contract and written notice default sent to the Consultant, terminate the Contract in whole or in part if the Consultant:
 - a) Does not remedy a failure in the performance of its obligations, as specified in a Notice of Suspension pursuant to Clause 5.12.5 within 30 days after being notified or within a further period as Purchaser may have subsequently approved in writing;
 - b) In the judgment of Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract. For the purposes of this provision, the terms set forth below shall apply:
 - (i) **“corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value (whether tangible or intangible) to influence the action of a person involved in making decisions;
 - (ii) **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser and includes dishonestly obtaining any such benefit by way of deception, forgery or other means;
 - (iii) **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) **“obstructive practice”** is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the Purchaser's rights.

5.12.2 Termination for Insolvency

- (1) The Purchaser may at any time terminate the Contract by giving notice to the Consultant if the Consultant becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Purchaser.

5.12.3 Termination for Convenience

- (1) The Purchaser may, without cause, by written notice order the Consultant to terminate its engagement under the Contract. Upon such termination, the Consultant shall be compensated for the Services performed up to the point of termination, including a reasonable profit on the uncompleted work. The Consultant shall promptly make every reasonable effort to effect cancellation upon terms acceptable to the Purchaser, of all outstanding subcontracts.

5.12.4 Termination by the Consultant

- (1) In the event that:
 - (a) The Purchaser fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 5.13.2 hereof within 45 days after receiving written notice from the Consultant that such payment is overdue.

- (b) As the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 days.
 - (c) The Purchaser fails to comply with any Arbitral Award published as a result of arbitration pursuant to Clause 5.13.3 hereof.
- (2) The Consultant may terminate this Contract on the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause. The Consultant shall give a not less than 30 days' written notice of termination to Purchaser.

5.12.5 Suspension of Payments

- (1) The Purchaser may, by written Notice of Suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such Notice of Suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding 30 days after receipt by the Consultant of such notice of suspension.

5.12.6 Suspension of Funding

- (1) In the event that funding is suspended, from which part of the payments to the Consultant are being made, the Purchaser will notify the Consultant of such suspension within 7 days of having received advice of the suspension of funding.

5.12.7 Suspension of the Services

- (1) In the event that the Services are suspended due to circumstances beyond the control of the Purchaser or the Consultant, the Purchaser shall after due consultation with the Consultant, determine any extension of time and the amount that shall be added to the Contract Price to which the Consultant is entitled.

5.13 DISPUTES AND ARBITRATION

5.13.1 Amicable Settlement

- (1) The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of, or in connection, with this Contract or its interpretation.

5.13.2 Dispute Resolution

- (1) Any dispute, claim or difference out of breach or termination of the Agreement shall be agreed between the Purchaser and the Consultant or failing agreement shall be referred to arbitration in accordance with clause 5.13.3.

5.13.3 Arbitration

- (1) If the parties are unable to reach an amicable settlement within twenty-eight (28) days of the first written correspondence on the matter of dispute, controversy or claim arising out of, or relating to, this Contract, or the breach, termination or invalidity thereof, then either Party may give notice to the other party of its intention to commence arbitration.

During the period that Arbitration is underway, the parties shall continue to perform their respective obligations under the Contract, unless they otherwise agree, and the Purchaser shall pay the Supplier any monies due to the Consultant.

Arbitration shall be conducted in accordance with the Arbitration Act (Act No. 1 of 2001) of Bangladesh as at present in Force. The language to be used in the arbitral proceedings shall be in English. The Arbitration award shall be final and binding on all Parties.

5.14 FORCE MAJEURE

5.14.1 No Breach of Contract

- (1) The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as the inability arises from an event of Force Majeure, provided that the Party affected by such an event (i) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (ii) has informed the other Party as soon as possible about the occurrence of such an event.

5.14.2 Extension of Time

- (1) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

5.14.3 Payments

- (1) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.



STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 6: Special Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clause in the General Conditions of Contract
GCC 5.1 (1)	<p>The Purchaser is represented by:</p> <p>[<i>enter name</i>] BRAC Procurement Department (BPD) BRAC Head Office BRAC Centre, Ground Floor 75 Mohakhali Dhaka 1212, Bangladesh Phone: [<i>enter phone number</i>] Fax: [<i>enter fax number</i>] Email: [<i>enter email address</i>]</p>
GCC 5.1 (2)	<p>The Consultant is represented by:</p> <p>[<i>enter name of person</i>] [<i>enter contact address</i>] Tel: [<i>enter telephone number</i>] Fax: [<i>enter fax number</i>] e-mail: [<i>enter e-mail address</i>]</p>
GCC 5.1	<p>The Contract Manager appointed by Purchaser is:</p> <p>[<i>enter name of person</i>] BRAC Procurement Department (BPD) BRAC Head Office BRAC Centre, Ground Floor 75 Mohakhali Dhaka 1212, Bangladesh Phone: [<i>enter phone number</i>] Fax: [<i>enter fax number</i>] Email: [<i>enter email address</i>]</p>
	<p>The Date of Commencement is: [<i>enter date</i>]</p>
	<p>The Date of Completion is: [<i>enter date</i>]</p>
	<p>The Consultant's Key Personnel is:</p> <p>[<i>enter names and tasks covered, as per the Consultant's proposal, or as negotiated</i>]</p>
	<p>The Consultant's Other Personnel is:</p> <p>[<i>enter names and tasks covered, as per the Consultant's proposal, or as negotiated</i>]</p>

GCC 5.3 (2)	<p>The Member-in-Charge is:</p> <p>[enter name of entity]</p> <p>[enter name of individual]</p> <p>[enter contact address]</p> <p>Tel: [enter telephone number]</p> <p>Fax: [enter fax number]</p> <p>e-mail: [enter e-mail address]</p> <p>[If this consultancy is not a joint venture or consortium or association, enter “not applicable”.]</p>
GCC 5.4	<p>The addresses for submitting Notices shall be:</p> <p><u>For Purchaser</u></p> <p>[enter name]</p> <p>BRAC Procurement Department (BPD)</p> <p>BRAC Head Office</p> <p>BRAC Centre, Ground Floor</p> <p>75 Mohakhali</p> <p>Dhaka 1212, Bangladesh</p> <p>Phone: [enter phone number]</p> <p>Fax: [enter fax number]</p> <p>Email: [enter email address]</p> <p><u>For the Consultant</u></p> <p>[enter name of person]</p> <p>[enter name of Consultant]</p> <p>[enter address of Consultant]</p> <p>[enter contact details]</p>
GCC 5.5.4	<p>The Purchaser shall provide the following assistance: [enter as appropriate]</p> <p>[If no such assistance is provided by the Purchaser, enter “not applicable”.]</p>
GCC 5.6.3	<p>[If BRAC in requires to retain intellectual property and copyright – e.g. in the case of text books to be developed by a Consultant, state so here; in all other cases delete this entry line.]</p>
GCC 5.6.9 (c)	<p>The following actions shall require Purchaser’s prior approval:</p> <p>[enter details as appropriate]</p>
GCC 5.8.1	<p>The services are to be performed in [enter details/place]</p>
GCC 5.8.2	<p>The date of effectiveness is: [enter date]</p>
GCC 5.8.3	<p>The Consultant shall commence the Contract within [enter number of days] from the date of effectiveness</p>
GCC 5.8.4	<p>The Contract shall end by [enter date]</p>
GCC 5.9.1	<p>Professional Indemnity Insurance shall be for [enter currency/amount]</p>

GCC 5.9.2	Public Liability Insurance shall be for [enter currency/amount] <i>[If appropriate, the Purchaser may waive either or both requirements for smaller value contracts]</i>
GCC 5.11 (2) GCC 5.11 (3)	Payments will be made to the Consultant as follows: <i>[In the case of a Lump-Sum contract, state schedule of payment; for services with a duration of 2 months or less payment on completion of services may be appropriate; for services with a duration exceeding 2 months, interim invoices as percentage of the total contract value are appropriate]</i> <i>[In the case of a Time-Based contract, state schedule of payment; for services with a duration of 2 months or less payment on completion of services may be appropriate; for services with a duration exceeding 2 months, interim invoices based on time sheets and receipts are appropriate]</i>
GCC 5.11 (4)	An Advance Payment shall be for [enter currency/amount or percentage of the contract value] Conditions applicable for other payments shall be [enter details; schedule of deduction of advance payment from subsequent invoices] <i>[For standard consulting services as required by BRAC, advance payment is discouraged; advance payment is used only in cases where a consultant has large mobilization expenses, such as equipment or vehicles]</i>

STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

Section 7: Forms Completing the Contract

The following sample forms are attached for use as applicable to complete the Contract:

BPD 5-17	Contract Agreement
BPD 5-18	Terms of Reference
BPD 5-19	Sample Costing Breakdown
BPD 5-20	Sample Time Sheet
BPD 5-21	Advance Payment Security



Section 7: Contract Agreement (BPD 5-17)

Contract No:

Type of Contract:

Brief Description of Contract:

THIS AGREEMENT made on [enter date] by and between BRAC Procurement Department (the Purchaser), situated at BRAC Centre, Ground Floor, 75 Mohakhali, Dhaka 1212, Bangladesh on the one part and [enter name and address of Consultant] (the "Consultant") on the other part;

Whereas the Purchaser has accepted the Proposal of the Consultant for the performance of the Assignment in a sum not exceeding:

[enter amount in words]

[enter currency and amount in figures]

In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The documents constituting the Contract are as shown below in order of precedence and shall be deemed to form and be read as part of this Agreement.
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Terms of Reference
 - (e) The Supplier's Tender, including Financial Proposal
 - (f) [BRAC to add here any other document(s), or to adjust order of precedence of contractual documents as needed]
2. The mutual rights and obligations of the Purchaser and the Consultant shall be as set forth in the Contract, in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Purchaser shall make payments to the Consultant accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written above in accordance with the laws of Bangladesh.

FOR THE PURCHASER

Signature:	
Print Name:	
Designation:	
Date	

FOR THE CONSULTANT

Signature:	
Print Name:	
Designation:	
Date	

Section 7: Terms of Reference (BPD 5-18)

[BRAC to enter]

[insert the final terms of reference, as negotiated and agreed between the parties].



Section 7: Sample Costing Breakdown (BPD 5-19)

Item		Unit	Quantity	Unit Cost [insert currency]	Total Cost [insert currency]
Remuneration					
Name of Expert	Task Assigned	[working days/months]			
Sub-total Remuneration					
Reimbursable Costs					
International Airfares					
Accommodation					
Per Diems					
Communication					
Other Expenses					
Sub-total Reimbursable Costs					
Sub-total					
Vat (if applicable, in the case of local consultants)					
Total					

[Notes:

1. Add as many lines as required
2. For lump sum contracts the unit cost break down is only a guidance to facilitate contract amendments; payments to be made based on the total contract value.
3. For time based contracts payments will only be made against time sheets (remuneration) and receipts (reimbursable costs); exception apply: e.g. per diems.]

Section 7: Sample Time Sheet (BPD 5-20)

Project:

Month:

Name of Expert:

Day	Days Worked	Comments (if applicable)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
Total		

Signature of Expert

Signature of Project Manager

Date

Date

Section 8: Advance Payment Security (BPD 5-21)

[to be provided on headed notepaper of the bank issuing the guarantee; consultants shall issue the guarantee through a scheduled bank in Bangladesh; a foreign bank may provide a bank guarantee through its corresponding bank in Bangladesh]

To:

Beneficiary:

Date: *[insert date]*

ADVANCE PAYMENT GUARANTEE No.: *[enter Guarantee Number]*

We have been informed that *[insert name of the Consultant]* ('the Consultant') has entered into Contract No. *[insert contract number]*, dated *[insert date]* with you, for *[insert description]* ('the Contract').

Furthermore, we understand that, according to the Terms and Conditions of the Contract, an advance payment in the sum of *[insert name of currency and amount in figures and in words]*¹ is to be made against an advance payment guarantee.

At the request of the Consultant, we *[insert name of the Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert name of the currency and amount in figures and in words]*¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of any of its obligations under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant in its account number *[insert Consultant's account number]* at *[insert name and address of the Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as stated in copies of submitted invoices which shall be presented to us. This guarantee shall remain valid and in full effect from the date the advance payment is received by the Consultant in its bank account until *[insert date]*_____.² Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. We agree to a one-time extension of this guarantee for a period not to exceed *[enter six months / one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to us before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[Seal of Bank, Names of Signatory(ies) and Signature(s)]

Note:

All text in [] is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

¹ *The Bank shall insert an amount representing the amount of the advance payment.*

² *Insert the date stipulated in the Contract for completion of Services.*

APPENDIX IV

Section 1: Technical Proposals Opening Steps

1. Proposal Opening Steps.

- Step 1 Check and confirm the deadline for submission and opening of Proposals.
- Step 2 Ensure dropping of all Proposals in accordance with the procedures set in the Request for Proposals (PFP).
- Step 3 Make sure that Tender Opening Committee (TOC) members are present.
- Step 4 Obtain signature of the TOC Members in Form BPD 5-23.
- Step 5 Check presence of Consulting Firms' representatives (if any).
- Step 6 Obtain signature of the Consulting Firms' representatives in Form BPD 5-24.
- Step 7 Open the Tender box on the date and time mentioned in the Request for Proposals.
- Step 8 Check envelopes removed from the tender box to ensure that only relevant envelopes are opened.
- Step 9 During the process under Step-7 above mark Serial Number (SN) and encircle with red-ink on the sealed cover of the Proposals.
- Step 10 Tear-open the sealed Proposals one by one and again mark and encircle SN with red-ink on the (i) Technical Proposal envelope, and (ii) Financial Proposal envelope.
Only the envelope containing the Technical Proposal shall be further opened, with full dated signature of the Chairman of the TOC (at least on the technical submission form).
The envelope containing the Financial Proposal MUST remain sealed and must be safely stored.
- Step 11 Record for each the SN, name of the consulting firm, the country of the consulting firm and any comment in Form BPD 5-25.
- Step 12 Make sure after opening of the Proposals that all the members and the Chairperson of the TOC have signed Form BPD 5-25.

2. **Forms to be maintained for Opening (Technical) Proposals.** The following forms are to be maintained while opening proposals for ensuring transparency of the tender opening process:

BPD 5-22	Proposal Dropping Record Sheet.
BPD 5-23	Proposal Opening Record of Attendance for BRAC officials.
BPD 5-24	Proposal Opening Record of Attendance for Consulting Firms (if any).
BPD 5-25	Technical Proposals Opened

Form BPD 5-22

BRAC

75, Mohakhali, Dhaka - 1212.

Proposal Dropping Record Sheet

Date:

Time:

Names & signatures of the representatives of consulting firms who dropped proposals for-----

SI No	Names of the Consulting Firm	Representative's Name	Signature

Form BPD 5-23

BRAC Procurement Department

Proposal Opening Record of Attendance for BRAC Officials

Names & Signatures of the Committee Members & BRAC Staff who were present at the time of Proposal Opening for Procurement of-----

Date -----

Time:

SI No	Name	Designation	Signature

Form BPD 5-24

BRAC Procurement Department

Proposal Opening Record of Attendance for Consulting Firms

Names & Signatures of the Consulting Firms' Representative(s) who were present at the time of Proposal Opening for Procurement of-----

Date: -----

Time: -----

SI No	Name of the Consulting Firm	Representative(s)	Signature

Form BPD 5-25
BRAC
Procurement Department

Proposals Received

Names & countries of the Consulting Firms submitting a Proposal, and relevant comments to be recorded.

Date: -----

Time: -----

SI No	Name of the Consulting Firm	Country	Comments

[Comments shall include: check if original and required copies of the technical proposal are provided, check if an envelope containing the financial proposal (**do not open, store safely**) is provided, and record observations made during the opening session].

Members of the opening committee shall sign the completed form.

[Note: whereas representatives of the consulting firms submitting a proposal can participate in the opening procedure, most consulting firms may not send a representative to the opening session].

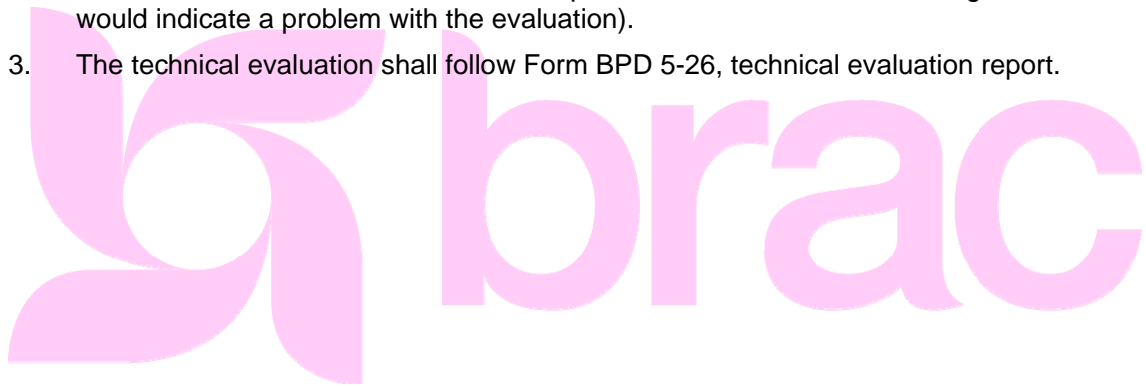
Section 2: Technical Evaluation

1. All TEC members shall sign an integrity form prior to the commencement of the evaluation (Appendix V, Form IF-1).
2. BRAC shall appoint 3 to 5 evaluators for the technical evaluation; for simple and/or low value consultancies 3 evaluators will be appropriate, and for all other consultancies 5 evaluators shall be appointed.
3. The technical evaluation shall follow the requirements of the Request for Proposal (PDS, TOR), and compare each proposal received against the requirements stated in the RFP. A thorough and a detailed study of all the facets involved with the particular procurement shall determine (i) whether the various proposals received are meeting all qualification criteria, and (ii) and whether those tenders passing the qualification stage meet the Terms of Reference stipulated in the RFP.

It is important that each evaluator does an independent evaluation from the other evaluators; the final result is the average of the individual evaluations.

If large differences between evaluators on some sub-criteria do occur (example, using the sub-criteria “understanding of terms of reference including comment”: if one evaluator gives a very high score and another evaluator a very low score, then this shall be discussed after each evaluator presents his/her result, since large differences would indicate a problem with the evaluation).

3. The technical evaluation shall follow Form BPD 5-26, technical evaluation report.



Form BPD 5-26

TECHNICAL EVALUATION REPORT

1. SUMMARY

1.1 Background

[Insert a brief description, context, and objectives of the consulting services]

[Text]

1.2 Selection Process Prior to Technical Evaluation

[Insert briefly the procurement and selection process, beginning with the advertising of the expression of interest and response thereto (if applicable), and including the short-listing process (number and names of firms, distribution of request for proposal, etc.)]

[Text]

1.3 Technical Evaluation

[Describe briefly the meetings and actions taken, formation of a technical evaluation committee, outside assistance, evaluation guidelines, justification of sub-criteria and associated weightings as indicated in the Proposal Data Sheet of the RFP]

[Text]

Minimum Qualification Requirements

[Text]

Evaluation Guidelines

[Text]

Technical Evaluation Process

[Text]

Technical Evaluation Summary

Summary comments on the technical proposals of the individual firms are the following [highlight strengths and weaknesses of each technical proposal; examples for strengths: experience in very similar projects, quality of the methodology, proving a clear understanding of the scope of the assignment, strengths of the partners (if any), experience of the proposed staff in similar assignments and particularly the team leader (if any), etc.; examples for weaknesses: of a particular component of a proposal, of lack of relevant (practical) experience; of staff experience compared to the firm's experience; of a key staff (incl. team leader), of a lack of responsiveness; disqualification grounds (e.g. conflict of interest), etc.]; also include items requiring further clarification, if any]:

Firm 1 [insert name]

Strengths:	[Text]
Weaknesses:	[Text]
Items recommended to be clarified:	[Text]

Firm 2 [insert name]

Strengths:	[Text]
Weaknesses:	[Text]
Items recommended to be clarified:	[Text]

[Insert as many tables/firms as required]

Result of Technical Evaluation

[Present result of the technical evaluation: scores and technical ranking]

Rank	Firm	Technical Scores
1	[Name, Country]	[Score]
2	[Name, Country]	[Score]
3		
4		

The following firms have achieved the minimum technical score of [insert] points, and will therefore be evaluated further (opening of financial proposals, and financial evaluation):

Rank	Firm	Technical Scores
1	[Name, Country]	[Score]
2	[Name, Country]	[Score]
3		

2. BASIC DATA**2.1 Technical Evaluation Basic Data**

1. Name of Assignment/Project	[Text]
2. Procurement Method	[QCBS-O] or [QCBS-L]
3. Publication Media	[QCBS-O: insert] [QCBS-L: state "not applicable"]
4. Expression of Interest (a) Publication Date (b) Closing Date	[Insert Date] [Insert Date] [If QCBS-L, insert "not applicable"]
5. Pre-identified Firms, if any	[QCBS-O: insert or state "not applicable"] [QCBS-L: insert list]
6. Request for Proposal (RFP) (a) Provided to Consultants (b) Closing Date	[Insert Date] [Insert Date]
7. Amendments to the RFP	[Insert Date(s) or state "not applicable"]

8. Clarifications to the RFP	[Insert Date(s) or state “not applicable”]
9. Type of Contract	[Insert Lump Sum or Time Based]
10. Pre-Proposal Meeting Pre-Proposal Minutes issued	[Insert Date or state “not applicable”] [Insert Date or state “not applicable”]
11. Proposal Submission (two envelopes, technical and financial proposals)	[Insert Date] [Insert Time]
12. Proposal Opening (technical proposals)	[Insert Date] [Insert Time]
13. Number of Proposals received Name of Consulting Firms	[Insert Number] [Insert Name] [Insert Name] [Insert Name]
14. Evaluation Committee	[Insert Name, Position] [Insert Name, Position] [Insert Name, Position]
15. Tender Validity Period (days) Original Expiration Date Extension, if any	[xx] days from date of submission [Insert Date] [Insert Date]
16. Evaluation Criteria/sub-criteria Examples	
(a) Consultant's (Firm) Experience	10
(i) Experience with similar projects	5
(ii) Experience in similar countries	5
(b) Approach, Methodology & Work Plan	40
(i) Understanding of and comments on the terms of reference	10
(ii) Technical approach & methodology	20
(iii) Work plan	10
(c) Qualification of Experts, including their Experience in the Field of Assignment	50
(i) Team Leader, or Expert 1	20
General qualification	4
Adequacy for the project	12
Experience in the region	2
Language	2
(ii) Expert 2	15
General qualification	3
Adequacy for the project	9
Experience in the region	1.5
Language	1.5
(iii) Expert 3	15

General qualification	3								
Adequacy for the project	9								
Experience in the region	1.5								
Language	1.5								
	Rating System: Very good 100% Good 90% Satisfactory 70% Not entirely satisfactory 40% Poor 0%								
17. Minimum Qualifying Score	[Insert]								
18. Result of Technical Evaluation	<table> <tr> <td>Name of Firm</td><td>Technical Score</td></tr> <tr> <td>Firm 1</td><td>[score]</td></tr> <tr> <td>Firm 2</td><td>[score]</td></tr> <tr> <td>Firm 3</td><td>[score]</td></tr> </table>	Name of Firm	Technical Score	Firm 1	[score]	Firm 2	[score]	Firm 3	[score]
Name of Firm	Technical Score								
Firm 1	[score]								
Firm 2	[score]								
Firm 3	[score]								
19. Technical Evaluation Completion Date	[Insert Date]								

3. TECHNICAL EVALUATION

3.1 Consultants' Qualifications

[In case so required, and only if this was part of the RFP, compliance of the tenders submitted with the minimum qualification requirements, as stated in the relevant clause of the Proposal Data Sheet, shall be assessed as shown in the following examples]:

Firm 1:

- a) Requirement: An average annual turnover over the last three (3) years of [insert currency & amount]

Response: Average turnover for the years [insert years] is [insert currency & amount].

- b) Requirement: Successful experience in the execution of at least three (3) assignments of a nature and complexity comparable to the contract subject to this procurement within the last five (5) years.

Response: Adequate reference project information on comparable assignments was submitted, including [insert applicable references]

3.2 Detailed Technical Evaluation

Example

3.2.1 Overall Summary of Technical Evaluation

Criterion	Max. Points	Firm 1	Firm 2	Firm 3	Firm 4	Firm 5
(a) Consultant's (Firm) Experience	10					
(i) Experience with similar projects	5					
(ii) Experience in similar countries	5					
(b) Approach, Methodology & Work Plan	40					

(i) Understanding of and comments on the terms of reference	10					
(ii) Technical approach & methodology	20					
(iii) Work plan	10					
(c) Qualification of Experts, including their Experience in the Field of Assignment	50					
(i) Team Leader, or Expert 1	20					
General qualification	4					
Adequacy for the project	12					
Experience in the region	2					
Language	2					
(ii) Expert 2	15					
General qualification	3					
Adequacy for the project	9					
Experience in the region	1.5					
Language	1.5					
(iii) Expert 3	15					
General qualification	3					
Adequacy for the project	9					
Experience in the region	1.5					
Language	1.5					
Totals	100					

3.2.2 Individual Evaluation – Consultant's (Firm) Experience

Consultant's Name: *[insert Firm 1]*

Criteria/sub-criteria	Max. Points	Evaluators					Average Scores
		1	2	3	4	5	
(a) Consultant's (Firm) Experience	10						
(i) Experience with similar projects	5						
(ii) Experience in similar countries	5						
Totals							

3.2.3 Individual Evaluation – Approach, Methodology and Work Plan

Consultant's Name: *[insert Firm 1]*

Criteria/sub-criteria	Max. Points	Evaluators					Average Scores
		1	2	3	4	5	
(b) Approach, Methodology & Work Plan	40						
(i) Understanding of and comments on the terms of reference	10						
(ii) Technical approach & methodology	20						
(iii) Work plan	10						

Totals							
---------------	--	--	--	--	--	--	--

3.2.4 Individual Evaluation – Qualification of Experts, including their Experience in the Field of Assignment

Consultant's Name: *[insert Firm 1]*

Criteria/sub-criteria	Max. Points	Evaluators					Average Scores
		1	2	3	4	5	
(c) Qualification of Experts, including their Experience in the Field of Assignment	50						
(i) Team Leader, or Expert 1	20						
General qualification	4						
Adequacy for the project	12						
Experience in the region	2						
Language	2						
(ii) Expert 2	15						
General qualification	3						
Adequacy for the project	9						
Experience in the region	1.5						
Language	1.5						
(iii) Expert 3	15						
General qualification	3						
Adequacy for the project	9						
Experience in the region	1.5						
Language	1.5						
Totals							

3.3 Agreement to Technical Evaluation Result

Tender Evaluation Committee

Evaluator's Name	Signature	Date
<i>[Evaluator 1]</i>		<i>[Date]</i>
<i>[Evaluator 2]</i>		<i>[Date]</i>
<i>[Evaluator 3]</i>		<i>[Date]</i>

4. ATTACHMENTS

1. List of Consultants invited to submit a proposal
2. Notes of Pre-proposal Meeting, if any
3. List of Proposals received
4. Minutes of Opening of Technical Proposals
5. Summary of Clarifications, if any



Section 3: Financial Proposals Opening Steps

1. Proposal Opening Steps.

- Step 1 Proposals achieving at least the minimum technical score will be evaluated further. All consultants are to be informed of their technical score, and those achieving at least the minimum technical score will be invited to attend the opening of the financial proposals.
- Step 2 Retrieve the appropriate financial proposals (only of those consultants having achieved at least the minimum technical score).
- Step 3 Make sure that Tender Opening Committee (TOC) members are present.
- Step 4 Obtain signature of the TOC Members in Form BPD 5-27.
- Step 5 Check presence of Consulting Firms' representatives.
- Step 6 Obtain signature of the Consulting Firms' representatives in Form BPD 5-28.
- Step 7 Tear-open the sealed Financial Proposals one by one and again mark and encircle SN with red-ink on the cover page, and the Chairman of the TOC shall sign at least the financial submission form.
- Step 8 Record for each the SN, name of the consulting firm, the country of the consulting firm, the technical score achieved and currency and price of the financial proposal in Form BPD 5-29.
- Step 9 Make sure after opening of the Expressions of Interest that all the members and the Chairperson of the TOC have signed Form BPD 5-29.

2. Forms to be maintained for Opening (Financial) Proposals. The following forms are to be maintained while opening proposals for ensuring transparency of the tender opening process:

BPD 5-27	Proposal Opening Record of Attendance for BRAC officials.
BPD 5-28	Proposal Opening Record of Attendance for Consulting Firms (if any).
BPD 5-29	Financial Proposals Opened

Form BPD 5-27
BRAC
Procurement Department

Proposal Opening Record of Attendance for BRAC Officials

Names & Signatures of the Committee Members & BRAC Staff who were present at the time of Proposal Opening for Procurement of-----

Date -----

Time:

SI No	Name	Designation	Signature

Form BPD 5-28

BRAC Procurement Department

Proposal Opening Record of Attendance for Consulting Firms

Names & Signatures of the Consulting Firms' Representative(s) who were present at the time of Proposal Opening for Procurement of-----

Date: -----

Time: -----

SI No	Name of the Consulting Firm	Representative(s)	Signature

BRAC
Procurement Department

Names & countries of the Consulting Firms submitting a Proposal (and only those achieving at least the minimum technical score), and relevant comments to be recorded.

Time: -----

[illegible]

[Comments shall include: check if original and required copies of the financial proposal are provided, and record observations made during the opening session].

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Section 4: Financial Evaluation

1. All TEC members shall sign an integrity form prior to the commencement of the evaluation (Appendix V, Form IF-1).
2. BRAC shall appoint not less than 3 evaluators for the financial evaluation.
3. The financial evaluation shall (i) check that the scope of services included in the financial proposals is consistent with the scope offered in the respective technical proposal, and (ii) check for arithmetical errors.
3. The financial evaluation shall follow Form BPD 5-30, financial evaluation report.



Form BPD 5-30

FINANCIAL EVALUATION REPORT

1. SUMMARY

1.1 Result of Technical Evaluation

[Present result of the technical evaluation: scores and technical ranking]

Rank	Firm	Technical Scores
1	[Name, Country]	[Score]
2	[Name, Country]	[Score]
3		
4		

The following firms have achieved the minimum technical score of [insert] points, and will therefore be evaluated further (opening of financial proposals, and financial evaluation):

Rank	Firm	Technical Scores
1	[Name, Country]	[Score]
2	[Name, Country]	[Score]
3		

1.2 Financial Evaluation

Financial Evaluation Process

First, the results of the financial evaluation are scaled to make them compatible with those of the technical evaluation. For doing this, the lowest evaluated financial proposal is given a full score which is the same as the maximum score used when evaluating the technical proposals (i.e. 100). The scores of the other financial proposals are then calculated in the following way:

$$\text{Financial score of proposal X} = \frac{\text{Price of lowest evaluated proposal}}{\text{Price of proposal X}} \times 100$$

Example: suppose that Tk 8,000,000 is the price of the lowest evaluated proposal. That proposal will then be given a full financial score of 100. Suppose then, that Tk 10,000,000 is the price of proposal B; then:

$$\text{Financial score of proposal B} = \frac{8,000,000}{10,000,000} \times 100 = 80$$

Secondly, the results of the technical and financial evaluations are combined using the weighting between them as set out in the request for proposals. To do this, the technical score is multiplied by its weight (e.g. 80%), and the financial score by its weight (e.g. 20%) and the two products added to get the combined score. The Tender having received the highest combined score is now the winner.

Financial Evaluation Result

Firm	Consultant Name & Country	Total Price [Converted to Tk]
1	[Name, Country]	[Price]
2	[Name, Country]	[Price]
3		

1.3 Combined Technical and Financial Evaluation

Consultant Name	Technical Score	Financial Score	Final Score
Firm 1			
Firm 2			

1.4 Award Recommendation

[Insert the name of the company proposed for award, i.e. the firm with the highest final score]

2. BASIC DATA

2.1 Financial Evaluation Basic Data

1. Name of Assignment/Project	[Text]
2. Information to Consultants (technical evaluation result; invitation of qualified firms to financial proposal opening)	[Insert Date]
3. Proposal Opening (financial proposals)	[Insert Date] [Insert Time]
4. Evaluation Committee	[Insert Name, Position] [Insert Name, Position] [Insert Name, Position]
5. Methodology (formula) for Evaluation of Cost	Weight inversely proportional to cost of the lowest financial proposal
6. Financial Evaluation Completion Date	[Insert Date]

3. FINANCIAL EVALUATION

The Financial proposals were opened and checked for arithmetical errors.

A check was also made to ensure that the scope of services included in the Financial Proposals was consistent with the scope offered in the Technical Proposals (e.g. staff nominations input days, proportion of days in home office and in field office etc.).

The tender prices, after adjustments as indicated and excluding any contingencies, are as shown in the following table:

Consulting Firm	Proposal Price	Proposal Price
-----------------	----------------	----------------

	[currency & price]	[Taka]
[Firm 1]		
[Firm 2]		
[Firm 3]		

4. COMBINED TECHNICAL/FINANCIAL EVALUATION AND AWARD RECOMMENDATION

Consultant	Technical Evaluation		Financial Evaluation		Combined Evaluation	Rank
	Technical Scores S(t)	Weighted Scores S(t) x 0.80	Financial Scores S(f)	Weighted Scores S(f) x 0.20	Scores S(t) T + S(f) F	
[Firm 1]						
[Firm 2]						
[Firm 3]						
Award Recommendation	To highest combined technical/financial score: Consultant's name: [insert name]					

4.1 Agreement to Financial/Combined Evaluation Result

Tender Evaluation Committee

Evaluator's Name	Signature	Date
[Evaluator 1]		[Date]
[Evaluator 2]		[Date]

5. ATTACHMENTS

- Minutes of Opening of Financial Proposals.

Section 5: Notification of Award Letter

Form BPD 5-31

BRAC Procurement Department
BRAC Centre
75, Mohakhali, Dhaka 1212

Notification of Award Letter

[On Purchaser's normal letter- head pad]

Reference No:

Date:

To:

This is to notify you that BRAC Management has been pleased to accept your Proposal dated *[insert date]* for the provision of consulting services for *[name of project/contract]* for the Contract Price of Currency *[amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Consultants, and subject to successful conclusion of the contract negotiations.

We attach the draft Contract Agreement and Contract Documents for your early information.

You are invited for contract negotiations on *[insert date]* at *[insert time]*; please confirm the proposed date for contract negotiations or advise otherwise.

Upon successful completion of the contract negotiations, you will be notified the date of signing of the contract. You will have to sign the contractual agreement within 10 days of such notification.

Signed

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

Date:

APPENDIX V

Single Source Selection (SSS) of Consulting Services

Guidance Note

1. This procedure may be followed in circumstances described in Part I of these guidelines (i.e. small value contracts, urgency of the services, downstream work, only one consultant is qualified, etc.).
2. SSS will be conducted based on Terms of Reference (Part IV, Appendix III, Section 3).
3. The Terms of Reference shall be sent to the selected consultant (firm or individual), together with (i) a cover letter on the Purchaser's letter head, requesting a financial proposal, (ii) a request for a financial proposal (Form BPD 6-1) and (iii) a copy of the draft contract; for the purpose of draft contract, the same document as being used for QCBS may be utilised (indicate in the SCC if any Clause does not apply, and/or make appropriate changes to the SCC).
4. The Consultant's financial proposal shall remain valid for 30 days, and completed and signed by an authorised representative of the Consultant.
5. After receipt of the Consultant's financial proposal, and acceptance in principle of the draft contract, negotiations may be held (including terms of reference, draft contract and financial proposal).
6. On successful completion of the contract negotiations, the discussed/agreed contract shall be issued and signed.
7. There will be no public opening of the financial proposal; the Purchaser is not bound to accept the proposal and reserves the right to accept or reject the proposal without assigning any reason whatsoever.

Form BPD 6-1 : Financial Proposal

Item	Unit	Quantity	Unit Cost [insert currency]	Total Cost [insert currency]
Remuneration				
Name of Expert	Task Assigned	[working days/months]		
Sub-total Remuneration				
Reimbursable Costs				
International Airfares				
Accommodation				
Per Diems				
Communication				
Other Expenses				
Sub-total Reimbursable Costs				
Sub-total				
Vat (if applicable, in the case of local consultants)				
Total				

[Notes:

1. Add as many lines as required; specify if the resulting contract will be a lump sum or time based contract.
2. For lump sum contracts the unit cost break down is only a guidance to facilitate contract amendments; payments to be made based on the total contract value.
3. For time based contracts payments will only be made against time sheets (remuneration) and receipts (reimbursable costs); exceptions apply: e.g. per diems.]

Signed and dated by the Consultant

PART V

Integrity Statement, Monitoring, Records and Thresholds

Forms and Templates

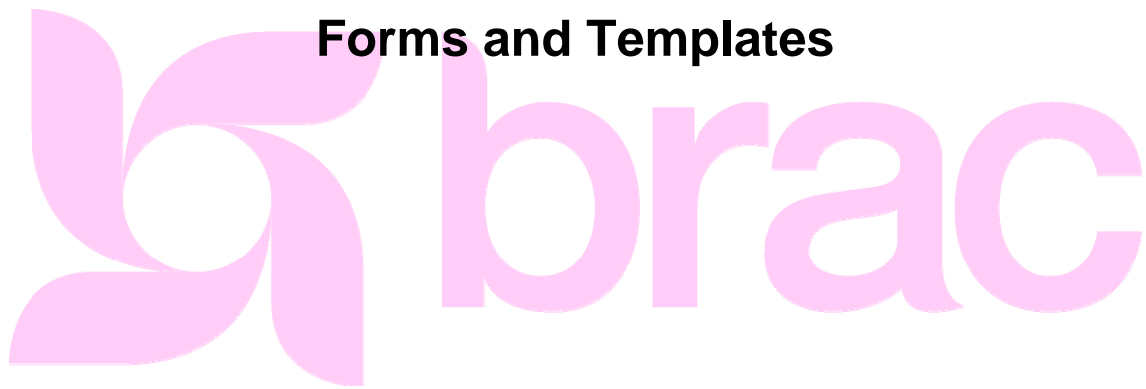


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APPENDIX I

INTEGRITY FORM

1. All TEC (QEC) members shall sign an integrity form prior to the commencement of the evaluation (Form IF-1):

INTEGRITY FORM BPD IF-1 STATEMENT OF INTEGRITY

PROCUREMENT OF *<insert nature, description and file number>*

I, the undersigned, agree to carry out the evaluation of the Tenders/Quotations/Proposals *<delete as appropriate>* received in response to the above stated procurement process.

I undertake to observe during the evaluation process the principles of integrity and confidentiality of my profession, including abstaining from any act of fraud or corruption.

I confirm that I have no perceived, potential or actual conflict of interest that could affect my objectivity nor have I any questionable affiliations with any of the tenderers.

In addition I agree to abide by restrictions on transactions with the invited bidders to ensure that the credibility of the evaluation process is preserved.

Signature:

Name & Title of Signatory: *<insert name and title of signatory>*

Address: *<insert address, e.g. c/o BRAC ...>*

Date: *<insert date>*

APPENDIX II

MONITORING

1. Monitoring is a part of the procurement process as it is essential for successful management and completion of a contract/purchase order. The following reports are to be prepared by BPD and submitted by the first week of every month to the Director PEMS:

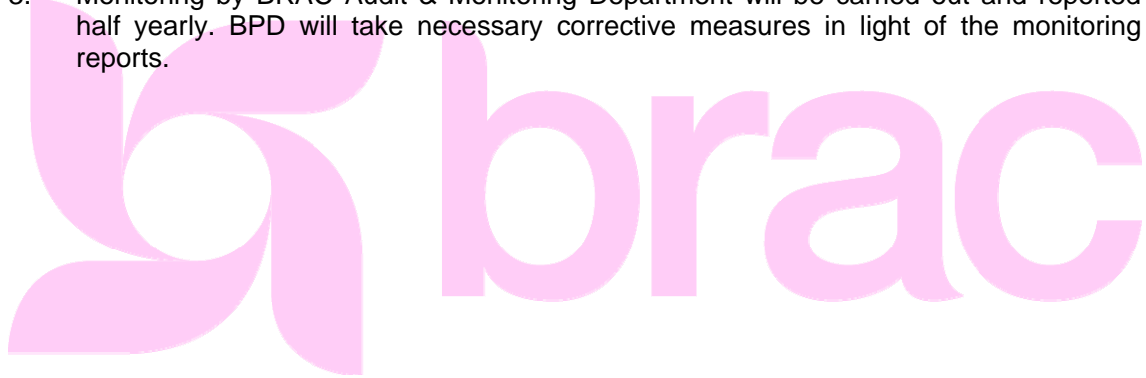
Procurement-related key data is entered into a BPD-specific software, and a number reports can be create; the most commonly used reports are:

Form BPD-M1: Procurement Status Report

Form BPD-M2: Bill Register Report

Form BPD-M3: Assigned Person & Method-wise Procurement Average Time Report

2. The Head of Procurement will initiate necessary corrective measures in light of the analysis and discussion carried out in the monthly departmental coordination meeting.
3. Monitoring by BRAC Audit & Monitoring Department will be carried out and reported half yearly. BPD will take necessary corrective measures in light of the monitoring reports.



Form BPD-M1

Procurement Status Report

BRAC Procurement Department

BRAC Centre, 75 Mohakhali, Dhaka 1212, Bangladesh

Legend:

OTM: Open Tendering Method
 LTM: Limited Tendering Method
 QM: Quotation Method
 DPM-CP: Direct Purchase Method – Cash Purchase
 DPM-CHK: Direct Purchase Method – Cheque Purchase
 DPM-SS: Direct Purchase Method – Single Source
 LC: Letter of Credit
 PMNS: Purchase Method not selected

SL No.	Requesting Program/Dept Date & Number of Requisition	Item Description	Procurement Officer or Procuring Program/Dept	Procurement Method Issue Date	Closing Date	Date of Approval & Approved Price	Contract Date	Contractual Delivery Date	Actual Delivery Date	Reason for Delay
1										
2										
3										
4										
5										

Printed on <date> <time>

Page 1 of xxx

Note: Cash purchase: date and amount of purchase be given in column 6, date of delivery in column 9.
 Direct/Single source: all columns be filled.

Form BPD-M2
Bill Register Report
 From: <date> To: <date>

SL No.	Req. No.	Program	PO/Contract No./DP	Item	Supplier	Unit	Quantity	Unit Price	Bill Amount	Total	Bill No.	Bill Date	Bill Received Date	Approval Date	Forwarding Dt. to Accounts	Payment Type	Receiver's Signature	Remarks
1																		
2																		
3																		
4																		
5																		
6																		
7																		
8																		
9																		
10																		

Form BPD-M3

Assigned Person & Method-wise Procurement Avg. Time Report (all or for specific officers)

From: <date> To: <date>

Method: Direct Purchase Method (DPM)					
SL No.	Requisition No.	Requisition Received Date	Item Name	Actual Delivery Date	Time Taken to Delivery in Days
1					
2					
3					
4					
				Direct Purchase Method (DPM) Mean:	
Method: Direct Purchase – Single Source (DPM-S)					
SL No.	Requisition No.	Requisition Received Date	Item Name	Actual Delivery Date	Time Taken to Delivery in Days
1					
2					
3					
4					
				Direct Purchase – Single Source (DPM-S) Mean:	
Method: Limited Tendering Method (LTM)					
SL No.	Requisition No.	Requisition Received Date	Item Name	Actual Delivery Date	Time Taken to Delivery in Days
1					
2					
3					
4					
				Limited Tendering Method (LTM) Mean:	
Method: Quotation Method (QM)					
SL No.	Requisition No.	Requisition Received Date	Item Name	Actual Delivery Date	Time Taken to Delivery in Days
1					
2					
3					
4					

APPENDIX III

Records of Procurement to be maintained by a Programme/BPD

It is mandatory on the part of BPD to maintain records of procurement for a minimum period of five years or longer period as required in special cases.

1. The period of 5 years or more, as the case may be, shall be counted from the date of discharge of contractual obligations or end of the project depending on the requirement.
2. The BPD shall obtain the approval of the higher authority in respect of files or records that are to be preserved for periods in excess of 5 years from the date of discharge of contractual obligations or end of the project.
3. BPD will lay down the important records that shall be maintained and preserved. Therefore with the commencement of the process of procurement all relevant papers, documents as required should be carefully developed, maintained and preserved in the procurement files. At least the following shall be filed:

Document	OTM	LTM	QM	DPM
Requisition	Yes	Yes	Yes	Yes
Specifications/Terms of Reference	Yes	Yes	Yes	Yes
Note Approval for Newspaper Advertisement	Yes	No	No	No
Advertisement Notice Approval	Yes	No	No	No
Copy of Actual Advertisement	Yes	No	No	No
IFT/RFQ/RFP	Yes	Yes	Yes	No
Approval of Tender Documents' Sale by Accounts	Yes	No	No	No
Records of Tender Documents' Sale by Accounts	Yes	No	No	No
Approval of Venue for Tender Opening	Yes	No	No	No
Approval of Security for Tender Opening	Yes	No	No	No
Tender Submission Records	Yes	No	No	No
Attendance Sheets (BRAC Staff, Tenderers) during Tender Opening	Yes	Yes	No	No
Initial Comparative Statement (Tender Opening)	Yes	Yes	No	No
Tender/Quotation Documents	Yes	Yes	Yes	No
Record of Tender Security	Yes	No	No	No
Comparative Statement	Yes	Yes	Yes	No
Notice for TEC Meeting	Yes	No	No	No
Approval Sheet by TEC/Appropriate Authority	Yes	Yes	Yes	No
Notice for Approval/Approval	Yes	Yes	Yes	Yes
Contract/Work Order	Yes	Yes	Yes	No

4. The records for procurement of Goods and Related Services shall be maintained separately for each process/contract.

In case of a procurement process consisting of more than one Lot, and such Lots are awarded to different suppliers, the filing shall be on package basis, and than be sub-divided into contracts.

Example, if one package of goods consists of 3 lots and for each lot a separate contract has been concluded, then there should be 1 master file containing

three sub-files, each sub-file containing 1 contract and all its related documents. All the three contracts sub-files relating to the particular package shall be maintained together. If in a goods package, say package No. G1, there are 3 contracts then the contract files shall be indicated as "G1: Contract-1(3)", "G1: Contract- 2(3)" and "G1: Contract 3(3)". All the 3 contracts shall be maintained under one package. The file number may be indicated as BPD/G1: Cont-1(3) to 3(3)/2005-2007. The indicated years are the file opening and closing years. The files should be opened indicating the year when it is opened (year of commencement) and the year when it should be closed (completion of contractual obligations).

5. A particular Contract file may, because of volume, be filed in several folders. Such folders shall be indicated in the file number as Part-1, Part-2, etc., say for example, BPD/ G1: Cont. 1(3) Part1/2005–06. A Record Sheet of letters/ documents being kept in the file is to be chronologically maintained inside of the file cover on the left hand side. The letters and documents are to be chronologically numbered for easy identification.
6. If relevant papers relating to a particular procurement are maintained by more than one branch of the BPD, the relevant branch shall transfer the records to the main procurement file. If it is not possible to transfer the records and documents, the concerned department(s) shall maintain the documents / records relating to the procurement for the period stated in the BPIGP. The concerned Procurement Officer shall ensure the relevant branch in complying with the requirement of the Procedures. This situation may arise in case of documents / records maintained by the Accounts Branch who may retain the original documents for audit or other purpose. The photocopy of such correspondences may be preserved in the file with notation on it that the original is held in so and so file.
7. The pages of the file shall be numbered serially. The entire file should be preserved in a manner so that no page should miss. The pages in the file should be bounded if possible.
8. The attached Record Sheet mentioned therein shall be placed as part of the records on the left hand side of the inside cover of the file as mentioned earlier.
9. The file shall be given a number and maintained systematically so that it can be located immediately whenever required.
10. The file shall have a title page. The title shall mention the project name, items of procurement, package number etc. for easy identification.

Appendix IV

Procurement Thresholds under Different Methods of Purchase

1. Goods (and related services) and Non-consulting Services			
Method	Para	Value	Remarks
ICT International Competitive Tendering	11.31.1	Tk 20,000,000	Considering the availability, size, complexity and delivery schedule of the product, ICT may be applied even where the value of any contract is less than Tk 2 crore. Exceptions apply.
OTM Open Tendering Method	11.4.1	Tk 10,000,000	Considering the availability, size, complexity and delivery schedule of the product, OTM may be applied even where the value of any contract is less than Tk 1 crore.
LTM Limited Tendering Method	12.1	Between Tk 2,500,000 and Tk 10,000,000	To be approved by the executive as provided in the Table of Authority of HRPP.
QM Quotation Method	13.9	Less than Tk 2,500,000	To be approved by the executive as provided in the Table of Authority of HRPP.
DPM Direct Purchase Method	14.10	For unit price up to Tk 20,000 and for multiple units/items up to Tk 75,000	To be approved by the Executive as provided in the Table of Authority of HRPP. Post facto sanction is to be taken from CFA.
DPM Direct Purchase Method For field level procurement of Poverty Alleviation, Emergency Health Care, NFPE goods	14.3	No threshold	To be approved by the Executive as provided in the Table of Authority of HRPP.
DPM Direct Purchase Method For Additional Deliveries	14.4	Up to 15% of the original contract value	May be placed with sanction from Director of Procurement.
DPM Direct Purchase Method For Perishable Goods	14.5	No threshold	To be approved by the Executive as provided in the table of Authority of HRPP.
DPM Direct Purchase Method For Emergency Relief Goods	14.6	No threshold	To be approved by the Executive as provided in the table of Authority of HRPP.

1. Goods (and related services) and Non-consulting Services			
Method	Para	Value	Remarks
DPM Direct Purchase Method For special projects where BRAC provides inputs and buys back the products	14.7	No threshold	To be approved by the Executive as provided in the table of Authority of HRPP.
DPM Direct Purchase Method For proprietary items	14.8	No threshold	To be approved by the Executive as provided in the table of Authority of HRPP.
DPM Direct Purchase Method For breakdown situations	14.9	No threshold	To be approved by the Executive as provided in the table of Authority of HRPP.

2. Consulting Services

Method	Para	Value	Remarks
QCBS-O Quality and Cost Based Selection, Open Tendering (Expression of Interest)	16.4.1	Tk 15,000,000	Considering the requirements, and available time frame, QCBS-O may be applied even where the value of any contract is less than Tk 1.5 crore.
QCBS-L Quality and Cost Based Selection, Limited Tendering	16.4.2	Between Tk 5,000,000 and Tk 15,000,000	Considering the requirements, and available time frame, QCBS-L may be applied even where the value of any contract is less than Tk 50 lacs.
SSS Single Source Selection	16.5	Tk 5,000,000	To be limited to procurement as stated in 16.5.