

Manufacturer's Authorisation Letter (Form PG3 - 5)

[The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Tenderer shall include it in its tender.]

Invitation for Tender No:	Date:
Tender Package No:	
Tender Lot No:	
To: [Name and address of Employer]	

WHEREAS

We *[insert complete name of Manufacturer]*,

who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby

authorize *[insert complete name of Tenderer]* to supply the following Goods, manufactured by us *[insert name and or brief description of the Goods]*.

We hereby extend our full guarantee and warranty as stated under PCC Clause 21.1(r) of the Particular Conditions of Contract, with respect to the Goods offered by the above Tenderer.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Address: *[insert full address including Fax and e-mail]*

Title: *[insert title]*

Date: *[insert date of signing]*

Tender Submission Sheet (Form W-1) for Financial Offer

Invitation for Tender No:

Date:

Tender Package No:

To:

Name and address of Employer]

We, the undersigned, offer to execute in conformity with the Conditions of Contract and associated Contract Documents, the following Works and Related Services, viz:

The total price of our Tender is:

If applicable under ITT Sub-Clause 23.1, in case we are awarded a Contract for more than one lot in the package, the discount/cross-discount offered and the methodology for its application is:

The amount of the advance payment required is *[insert percentage]* of the Contract Price.

Our Tender shall be valid for the period stated in the Tender Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period. A Tender Security in the amount stated in the Tender Data Sheet is attached in the form of a *[state pay order, bank draft, bank guarantee]* valid for a period of 28 days beyond the Tender validity date.

If our Tender is accepted, we commit to obtaining a Performance Security in the amount stated in the Tender Data Sheet and valid for a period of 28 days beyond the date of issue of the Certificate of Completion of Works.

We declare that ourselves, and any Subcontractors or Contractors for any part of the Contract, have nationalities from eligible countries and that the materials, equipment and related services will also be supplied from eligible countries. We also declare that the Government of Bangladesh has not declared us, and any Subcontractors or Contractors for any part of the Contract ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. Furthermore, we are aware of ITT Clause 3 concerning this and pledge not to indulge in such practices in competing for or in executing the Contract.

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.

We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

Signed

In the capacity of:

Duly authorised to sign the Tender on behalf of
the Tenderer.

Tenderer Information Sheet (Form W-2)

Invitation for Tender No:

Date

Tender Package No:

A. Individual Tenderers

<i>1. General Information of the Tenderer</i>	
1.1	Tenderer's Legal Name
1.2	Tenderer's legal address in Country of Registration
1.3	Tenderer's legal status
	Proprietorship
	Partnership (Registered under the Partnership Act, 1932)
	Limited Liability Concern (Registered under the Companies Act, 1913)
	Others
1.4	Tenderer's Year of Registration
1.5	Tenderer's Authorised Representative Information
	Name
	Address
	Telephone / Fax Numbers
	e-mail address
1.6	Tenderer's Value Added Tax Registration Number
1.7	Tenderer's Income Tax Identification Number (TIN)

1.9	Tenderer to attach copies of following documentation:		(a) Articles of Incorporation or Registration of firm. (b) Latest Income Tax Clearance Certificate (c) Latest VAT Clearance Certificate (d) Original letter naming the person authorised to sign on behalf of the Tenderer.	
2. Qualification Information of the Tenderer				
General and Specific Experience				
2.1	Total annual volume of construction work performed in the last five years			
2.2	Work performed as prime Contractor on works of a similar nature and volume over the last five years. Also list details of work underway or committed, including expected completion date			
	Project Name	Name of Employer and contact person	Type of work performed and year of completion	Value of Contract (Lakh Taka)
	(a)			
	(b)			
Information on Equipment				
2.3	Major items of Contractor's Equipment proposed for carrying out the works. List all information requested below. Refer also to ITT Sub-Clause 15.1			
	Item of equipment	Description, make and age (years)	Condition (new, good, average, poor) and quantity available	Owned, leased (from whom?) or to be purchased (from whom?)
	(a)			
	(b)			
Personnel Information				
2.4	Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITT Sub-Clause 14.1 and GCC Sub-Clause 24.1			
	Position	name	Years of Experience (General)	Years of Experience (in proposed

	(a)			
	(b)			
	(c)			
Information on Sub-contractors				
2.5	Proposed Sub-contractors and firms to be involved. Refer to GCC Clause 15			
	Section of the Works	Value of the Subcontract	Subcontractor (Name and address)	Experience in similar work
	(a)			
	(b)			
	(c)			
3. Financial Information of the Tenderer				
3.1	Financial reports or balance sheets or profit and loss statements or auditors' reports or bank references for the past (5 years) with documents or a combination of these demonstrating availability of liquid assets. List below and attach copies.			
3.2	Evidence of access to financial resources to meet the qualification requirements, liquid assets, lines of credit, etc. List below and attach copies of supporting documents.			
3.3	Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer			
3.4	Information on litigation in which the Tenderer is, or has been, involved:			
	(a) Any case within the past five years			
	Cause of Dispute		Result of Settlement and amount	
	(b) Current cases in this financial year			
	Cause of Dispute		Current Position of Case	
<i>Note: The above represents the minimum requirements. These may be added to buy the Purchaser on a case-by-case basis, as necessary.</i>				

B. Individual Members of a Joint Venture

4.1	Each Member of a JVCA shall provide all the information requested in the form above, Sections 1-3.
4.2	Attach a power of attorney for each of the authorising signatories of the Tender on behalf of the JVCA.
4.3	Attach the Agreement among all Members of the JVCA (and which is legally binding on all Members), which shows that: <ul style="list-style-type: none">(a) all Members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;(b) one of the Members will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of any and all Members of the joint venture; and(c) the execution of the entire Contract, including payment, shall be done exclusively with the Member in charge
<i>Note: The above represents the minimum requirements. These may be added to buy the Purchaser on a case-by-case basis, as necessary.</i>	

Bank Guarantee for Tender Security (Form W-3)

[this is the format for the Tender Security to be issued by a scheduled Bank of Bangladesh in accordance with ITT Clause 31]

Invitation for Tender No:

Date:

Tender Package No:

To:

[Name and address of Employer]

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 execution of the Works of *[description of works]* 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]* hereby irrevocably undertake to pay you, without cavil or argument any sum or sums not exceeding in total an amount of Tk *[insert amount in figures and words]* upon receipt by us of your first written demand accompanied by a written statement that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) 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 errors in accordance with the Instructions to Tenderers ITT of the IFT; or
- (c) having been notified of the acceptance of the Tender by the Employer 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 of the Tender]*.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.

Signature

Signature

Notification of Award (Form W-4)

Contract No:

Date:

To:

[Name of Contractor]

This is to notify you that your Tender dated *[insert date]* for the execution of the Works for *[name of project/Contract]* for the Contract Price of Tk *[amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by *[name of Employer]*.

You are requested to proceed with the execution of the Works on the basis that this Notification of Award shall constitute the formation of a Contract, which shall become binding upon you furnishing a Performance Security within fourteen (14) days, in accordance with ITT Clause 53, and signing the Contract Agreement within twenty-one (21) days, in accordance with ITT Clause 54.

We attach the Contract Agreement and Particular Conditions of Contract for your perusal and signature.

Signed

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

Date:

Contract Agreement (Form W-5)

THIS AGREEMENT made the [day] day of [month] [year] between [name and address of Employer] (hereinafter called “the Employer”) of the one part and [name and address of Contractor] (hereinafter called “the Contractor”) of the other part:

WHEREAS the Employer invited Tenders for certain works, viz, [brief description of works] and has accepted a Tender by the Contractor for the execution of those works in the sum of Taka [Contract price in figures and in words] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - a. the signed Contract Agreement;
 - b. the letter of Notification of Award
 - c. the completed Tender Submission Sheet as submitted by the Tenderer;
 - d. the priced Bill of Quantities as submitted by the Tenderer;
 - e. the Particular Conditions of Contract;
 - f. the General Conditions of Contract;
 - g. the Particular and General Specifications;
 - h. the Drawings, and;
 - i. any other document listed in the PCC as forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For the Employer:

For the Contractor:

Signature

Print Name

Title

In the presence of

Name

Address

Bank Guarantee for Performance Security (Form W-6)

*[this is the format for the Performance Security to be issued by a scheduled bank
of Bangladesh in accordance with ITT Clause 53]*

Contract No:

Date:

To:

[Name and address of Employer]

PERFORMANCE GUARANTEE No:

We have been informed that *[name of Contractor]* (hereinafter called “the Contractor”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”), the execution of works *[description of works]* under the Contract.

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

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

Our liability under this guarantee is restricted to..... (Convertible currency) plus Taka..... (Tk). This guarantee shall remain valid until completion of the project and submission of new performance security equal to 10% of the OPERATIONAL SUPPORT price (Item No. 4.1, 4.2 & 6.2 of price schedule W-8(1), Item No. 1.1 & 1.2 of price schedule W-8(2a) and any other item related to 5 (five) years of Operational Support Period) which will valid up to final handing over of the project to BPDB.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No 458.

Signature

Signature

Bank Guarantee for Advance Payment (Form W-7)

[this is the format for the Advance Payment Guarantee to be issued by a scheduled bank of Bangladesh in accordance with PCC Clause 70]

Contract No:

Date:

To:

[Name and address of Employer]

ADVANCE PAYMENT GUARANTEE No:

We have been informed that *[name of Contractor]* (hereinafter called “the Contractor”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”), the execution of works *[description of works]* under the Contract.

Furthermore, we understand that, according to your conditions, Advance Payments must be supported by a bank guarantee.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No 458.

Signature

Signature

FORM OF PRICE PROPOSAL (Form W-8)

To

The Secretary
Bangladesh Power Development Board,
Wapda Building (1st floor)
Motijheel C/A.
Dhaka – 1000.

Gentlemen,

We have examined the Conditions of Contract, Employer's Requirements, Schedules, Addenda Nos. and the matters set out in the Tender hereto. We have understood and checked these documents and have not found an error in them. We accordingly offer to design, execute and complete the said works and remedy any defects, fit for purpose in conformity with these documents and the enclosed Proposal, for the fixed lump sum of (in currencies of payment)

or other such sums as may be determined in accordance with the terms of conditions of the Contract. The above amounts are in accordance with the Price Schedules enclosed herewith and are made part of this tender.

We agree to abide by this Tender until and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms part of our Tender.

If our Bid is accepted, we will provide the specified Performance Security, commence the works as soon as reasonably possible after signing of the Contract, and complete the works in accordance with the above-named documents within the time stated in the Technical Proposal.

Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any Tender you may receive.

We are Gentlemen

Yours faithfully

Signature

in the capacity of

duly authorized to sign bids for and on behalf of

Address

Date

Price Schedule
(Form W8-1 & W8-2)