

Manufacturer's Authorisation Letter (Form e-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, if so indicated in the TDS as stated under ITT Sub-Clause 26.1(b)]

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

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 GCC Clause 33 of the General 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]*

Bank Guarantee for Tender Security (Form e-PG3 – 6)

[this is the format for the Tender Security to be issued by a scheduled bank of Bangladesh as stated under ITT Clauses 29 and 30]

Invitation for Tender No:

Date:

Tender Package No:

Tender Lot No:

To:

[Name and address of PE]

TENDER GUARANTEE No:

We have been informed that *[insert name of Tenderer]* (hereinafter called “the Tenderer”) intends to submit to you its Tender dated *[insert 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 Bank Guarantee for Tender Security .

At the request of the Tenderer, we *[insert 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 Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- a. has withdrawn its Tender after opening of Tenders but within the validity of the Tender Security ; or
- b. refused to accept the Notification of Award (NOA) within the period as stated under Instructions to Tenderers (ITT) ; or
- c. failed to furnish Performance Security within the period as stipulated in the NOA; or
- d. refused to sign the Contract Agreement by the time specified in the NOA; or
- e. did not accept the correction of the Tender price following the correction of the arithmetic errors in accordance with the ITT; or

This guarantee will expire:

- (a) if the Tenderer is the successful Tenderer, upon our receipt of a copies of the contract signed by the Tenderer and the Performance Security issued to you in accordance with the ITT; or
- (b) if the Tenderer is not the successful Tenderer, twenty eight (28) days after the expiration of the Tenderer's Tender validity period, being *[date of expiration of the Tender validity plus twenty eight(28) days]*

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

Signature

Seal

Notification of Award (Form e-PG3 - 7)

Contract No:

Date:

To:

[Name of Contractor]

This is to notify you that your Tender dated *[insert date]* for the supply of Goods and related Services for *[name of contract]* for the Contract Price of Tk *[state amount in figures and in words]* as corrected and modified in accordance with the Instructions to Tenderers, has been approved by *[name of PE]*.

You are thus requested to take following actions:

- i. accept in writing the Notification of Award within seven (7) working days of its issuance pursuant to ITT Sub-Clause 54.3
- ii. furnish a Performance Security in the specified format and in the amount of Tk *[state amount in figures and words]* ,within fourteen (14) days of acceptance of this Notification of Award but not later than *(specify date)*, in accordance with ITT Clause 56.2
- iii. sign the Contract within twenty eight (28) days of issuance of this Notification of Award but not later than *(specify date)*, in accordance with ITT Clause 58.2

You may proceed with the execution of the supply of Goods and related Services only upon completion of the above tasks. You may also please note that this Notification of Award shall constitute the formation of this Contract, which shall become binding upon you.

We attach the draft Contract and all other documents for your perusal and signature.

Signed

Duly authorised to sign for and on
behalf of *[name of PE]*

Date:

Contract Agreement (Form e-PG3 - 8)

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

WHEREAS the PE 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 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 following documents forming the Contract shall be in the following order of precedence, namely :
 - (a) the signed Form of Contract Agreement;
 - (b) the Notification of Award
 - (c) The Tender and the appendices to the Tender
 - (d) Particular Conditions of Contract;
 - (e) General Conditions of Contract;
 - (f) Technical Specifications;
 - (g) Drawings;
 - (h) Price Schedules and Schedule of Requirements and;
 - (i) other document including correspondences listed in the PCC forming part of the Contract
3. In consideration of the payments to be made by the PE to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the PE to provide the goods and related services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The PE 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 first written above.

For the PE:

For the Supplier:

Signature

Print Name

Title

In the presence of
Name & Address

Bank Guarantee for Performance Security (Form e-PG3 – 9)

[this is the format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Sub-Clause 56.1]

Contract No:

Date:

To:

[Name and address of PE]

PERFORMANCE GUARANTEE No: *[insert Performance Guarantee number]*

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”) for the supply of *[description of goods and related services]* under the Contract.

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

At the request of the Supplier, 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 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.

[Signatures of authorized representatives of the bank]

Signature

Seal

Bank Guarantee for Advance Payment (Form e-PG3 – 10)

[this is the format for the Advance Payment Security to be issued by a scheduled bank of Bangladesh in accordance with GCC Clause 27.1]

Contract No:

Date:

To:

[Name and address of PE]

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”) for the supply of *[description of goods and related services]* under the Contract.

Furthermore, we understand that, according to your Particular Conditions of Contract Clause 26.1, Advance Payment(s) on Contracts must be supported by a bank guarantee.

At the request of the Supplier, 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 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 PE 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.

[Signatures of authorized representatives of the bank]

Signature

Seal