#### **Bank Guarantee for Tender Security (Form e-PW3-5)**

*[This is the format for the Tender Security to be issued by a scheduled Bank of Bangladesh in accordance with ITT Clause 35 ]*

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| --- | --- |
| Invitation for Tender No: | Date: |
| Tender Package No: |  |
| To:  **[**Name and address of the Procuring Entity**]** |  |

**TENDER GUARANTEE No:**

We have been informed that *[name of Tenderer]* (hereinafter called “the Tenderer”) intends to submit to you its Tender dated *[date of Tender]* (hereinafter called “the Tender”) for the 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, the Tender must be supported by a Bank Guarantee for Tender Security.

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

* 1. has withdrawn its Tender after opening of Tenders but within the validity of the Tender Security; or
  2. refused to accept the Notification of Award (NOA) within the period as stated under ITT; or
  3. failed to furnish Performance Security within the period stipulated in the NOA; or
  4. refused to sign the Contract Agreement by the time specified in the NOA; or
  5. did not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT.

This guarantee will expire

1. if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Contract Agreement signed by the Tenderer or a copy of the Performance Security issued to you in accordance with the ITT; or
2. 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 | Signature |

#### **Notification of Award (Form e-PW3-6)**

|  |  |
| --- | --- |
| 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 *[state amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Tenderers, has been approved by *[name of Procuring Entity].*

You are thus requested to take following actions:

* + 1. accept in writing the Notification of Award within seven (7) working days of its issuance pursuant to ITT Sub Clause 57.3
    2. furnish a Performance Security in the form as specified 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 59.2.
    3. 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 Sub Clause 61.2.

You may proceed with the execution of the Works 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 Procuring Entity]* |
|  | Date: |

#### **Contract Agreement (Form e-PW3-7)**

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

WHEREAS the Procuring Entity 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:

1. the signed Contract Agreement
2. the Notification of Award
3. the completed Tender and the Appendix to the Tender
4. the Particular Conditions of Contract
5. the General Conditions of Contract
6. the Technical Specifications
7. the General Specifications
8. the Drawings
9. the priced Bill of Quantities and the Schedules
10. any other document listed in the PCC forming part of the Contract.

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity 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 Procuring Entity 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 Procuring Entity | For the Contractor |
| Signature |  |  |
| Name |  |  |
| National ID No. |  |  |
| Title |  |  |
| In the presence of  Name |  |  |
| Address |  |  |

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#### **Bank Guarantee for Performance Security (Form e-PW3-8)**

*[This is the format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Clause 59]*

|  |  |
| --- | --- |
| Contract No: [insert reference number] | Date: [insert date] |
|  |  |
| To:  [ insert Name and address of Procuring Entity] |  |

**PERFORMANCE GUARANTEE No:**

We have been informed that *[name of Contractor]* (hereinafter called “the Contractor”) has undertaken, pursuant to Contract No *[insert reference number of Contract]* dated *[insert 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, the Contract must be supported by a Bank Guarantee for Performance Security.

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.

|  |  |
| --- | --- |
| Signature | Signature |

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#### **Bank Guarantee for Advance Payment (Form e-PW3-9)**

*[This is the format for the Advance Payment Guarantee to be issued by a scheduled bank of Bangladesh in accordance with GCC Clause 75]*

|  |  |
| --- | --- |
| Contract No: [insert reference number] | Date: [insert date] |
| To:  [insert Name and address of the Procuring Entity] |  |

**ADVANCE PAYMENT GUARANTEE No:**

We have been informed that *[name of Contractor]* (hereinafter called “the Contractor”) has undertaken, pursuant to Contract No *[insert reference number of Contract]* dated *[insert 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 of Contract under GCC Clause 75, the Advance Payment on Contract must be supported by a Bank Guarantee.

At the request of the Contractor, 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 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 Procuring Entity 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 *[insert 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 |

|  |
| --- |
| **Bank Guarantee for Retention Money Security (Form e-PW3-10)** *[This is the format for the Retention Money Guarantee to be issued by a scheduled bank of Bangladesh in accordance with GCC Sub Clause 72.3]* |

**Demand Guarantee**

[Bank’s Name, and Address of Issuing Branch or Office]

**Beneficiary:** [insert Name and Address of the Procuring Entity]

**Date:** [insert date]

**RETENTION MONEY GUARANTEE No.: [insert number]**

We have been informed that [insert name of Contractor] (hereinafter called "the Contractor") has entered into Contract Number [insert reference number of the Contract] dated [insert date] with you, for the execution of [insert name of Contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of Tk. [insert the amount of the second half of the Retention Money] which becomes due after the Defects Liability Period has passed and certified in the form of Defects Correction Certificate, is to be made against a Retention Money Guarantee.

At the request of the Contractor, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Tk. [insert amount in figures] (Taka [insert amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor failed to properly correct the defects duly notified in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the payment of the second half of the Retention Money referred to above must have been received by the Contractor on its account number[insert A/C no] at [name and address of Bank].

This guarantee is valid until [insert the date of validity of Guarantee that being twenty eight (28) days beyond the Defects Liability Period]. Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

|  |  |
| --- | --- |
| Signature | Signature |