



**BRAC Procurement Guidelines and  
Implementation Procedures, 2007  
2<sup>nd</sup> Revision (2012), January 2012  
3<sup>rd</sup> Revision (2021), February 2021**

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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 and enterprises, BRAC is required to procure a wide range of 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. A transparent procurement system is that which is characterised 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 (BPGIP), were developed outlining the principles, methods and process to be followed by BRAC for procurement of goods and related services. The accompanying Guidelines and Procedures are made effective from February 2021 and replaces all previous versions of the BPGIP.

The purpose of the guidelines is to provide accountability, transparency and fair competition in an efficient manner to help timely implementation of the programmes, ensuring economies of scale and best value for money.

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.



Asif Saleh  
Executive Director, BRAC

## Abbreviations & Acronyms

BPD	BRAC Procurement Department
BPGIP	BRAC Procurement Guidelines and Implementation Procedures
CFA	Competent Financial Authority
DARSP	Director Administration and Road Safety Programme
DPM	Direct Purchase Method
ED	Executive Director
EOI	Expression of Interest
ERP	BRAC Enterprise Resource Planning system (includes the eTender Portal)
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
PMP	Procurement Management Plan
PO	Purchase Order
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, 2021**

### **1 Introduction**

These guidelines will be known as the 'BRAC Procurement Guidelines and Implementation Procedures (BPGIP), 2021' 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 February 2021.

Any changes to the BPGIP must be approved by the Executive Director, BRAC, for non-enterprise related issues and the Managing Director Enterprises for enterprise related issues.

#### **1.1 Objectives**

The objectives of the BPGIP are:

- To have an overarching framework for procurement that is to be followed by all procurement personnel that provides an efficient and effective process which contributes to the achievement of BRAC objectives.
- To ensure transparency, fairness and integrity in the procurement procedure.
- To establish efficient procurement processes that facilitate timely delivery.
- To utilise competitiveness in the procurement system so that best value for every taka spent can be attained.
- To establish a balanced system of guidelines that can be applied to standard operations and have the flexibility to cater for special situations, such as emergency situations (e.g. flood, earthquake, cyclone and other natural disasters).
- To involve all stakeholders in the procurement process in an appropriate and meaningful way so that planning and coordination can be undertaken in a timely manner and the "right product" can be procured at the "right quality and quantity" and supplied to "right place" at the "right time".
- To assign responsibilities and ensure accountability by the appropriate allocation of financial authorities to the various levels of managers and top executives at BRAC.
- To meet the requirement of donor agencies and other local and international bodies, who are partners with BRAC, through reforming procurement practices in line with modern donor and commercial best practices.
- To have an accurate and complete audit trail by maintaining necessary documents, files and records as stipulated in these guidelines and procedures.

#### **1.2 Scope**

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.

In the event that:

- (i) any procurement policy/guidelines/procedures of any international organization or donor agency or government that are required to be complied with for a specific programme comes into conflict with the BPGIP; or
- (ii) there are special / unique procurement requirements not covered in nature or size by these guidelines (such as Public Private Partnerships or co-design); or
- (iii) a BRAC Enterprise that does not receive direct donor-funding requires alternate provisions in order to ensure to be competitive and ensure the successful operation of the enterprise; then

deviations to the process or alternate provisions may be implemented for that programme or enterprise in accordance with the deviation processes set out in Section 4.2, provided that they generally conform to the objectives of the BPGIP and in no way hampers the proper and timely delivery of BRAC programmes and services. In these special circumstances, standard bidding documents may also be adapted from other sources (such as FIDIC, World Bank, etc.) where the standard bidding documents in these guidelines are not suitable.

A change to the specified Procurement Method as set out in the Thresholds may be undertaken via a Method Change Request Form approved by the Director of the particular Enterprise.

## 2 Definitions

In these guidelines the following definitions will apply:

**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.

**Category Team:** Teams within BPD responsible for the procurement of a specific group (category) of goods / services.

**Capital Item:** Capital item means fixed assets such as vehicle, building, land, machineries and equipment etc. which shall remain the property of the organisation and comply with Finance and Accounts policy.

**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.

**Coercive practice** means impairing, harming, threatening to impair or harm directly or indirectly BRAC or its property to influence the actions of BRAC, including obstruction of any investigation, or auditing of a procurement process.

**Competent Financial Authority (CFA):** BRAC Personnel to whom prescribed financial authority has been vested and incorporated in the Human Resources Policy and Procedure (HRPP) and promulgated through official orders from time to time.

**Collusive Practice amongst bidders** is a scheme or arrangement between two or more Suppliers designed to manipulate the outcome of a procurement process, such

as manipulate the outcome or establish bid prices at artificial non- competitive levels and to deprive BRAC of the benefits of free and open competition.

**Complete Supplier Ban:** To prohibit or forbid:

- (a) further procurement of all products and services from a supplier and
- (b) further participation in any form of procurement process by official decree for a period.

**Conflict of Interest** is a situation in which a person or a group of persons is in a position to derive personal or group benefit and therefore be influenced, or appear to be influenced, when undertaking actions or decisions made in their official capacity.

**Consulting Service:** Consulting Service is providing advice under a contract in a particular area of expertise in intellectual and professional service.

**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.

**Contract:** An agreement made between at least two parties with the intention of creating a legal relationship, enforceable by law.

**Corrupt Practice** is the offering, giving, receiving or soliciting directly or indirectly anything of value improperly influencing the actions in the selection process or in contract execution. Corrupt practice also includes any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided. This excludes general low value gift items with provider's logo that are commonly offered as gesture of good will, e.g. promotional items like calendar, dairy etc.

**Days:** A calendar day unless specified as a working day.

**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 within set thresholds and specified exceptions.

**Enlistment:** The process to select a group of prequalified suppliers for specified goods / non-consulting services via an open advertisement for use when undertaking Limited Tendering Method.

**Ethics:** The moral principles of rules of conduct which procuring entities have to follow when carrying out any procurement.

**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.

**Examination:** The inspection, by the evaluation committee, whether the formal requirements of tender documents have been fulfilled or not.

**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.

**Fraudulent Practice** is any act or omission committed by misrepresenting facts, submitting false documents and/or false information, concealment of facts, or being deceptive in order to influence a selection process or execution of contract/purchase order.

**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.

**Government:** The Government of the People's Republic of Bangladesh.

**Human Resources Policies and Procedures (HRPP):** This policy and procedures stipulate, among many other issues, the authority levels for procurement-related tasks defined as Competent Financial Authority (CFA) and set out in the Table of Authority (TOA).

**In Writing:** Communication in hand or machine written, typed, duly signed and includes properly authenticated message by facsimile or electronic mail.

**Limited Tendering Method (LTM):** The method of procurement for purchase of goods and related services used up to the set threshold that involves an invitation for tender being issued to a select number of pre-identified suppliers.

**Modification:** Replacement or amendment of a tender which has already been submitted by the tenderer, but where there remains scope to submit changes prior to the expiration of the stated submission date.

**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.

**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.

**Person:** Any physical or juridical individual or body of individuals, a firm or a company, an association or organization whether incorporated or not.

**Poor Services** are services and/or goods provided that do not meet BRAC's specified requirements in terms of either specifications, quality, quantity or timeliness.

**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.

A **Partial Supplier Ban** is allowing continued use of services or products to keep the existing machinery or project running but that prohibits or forbids further participation in any new procurement process by official decree for a period as stipulated in writing.

**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.

**Post Qualification:** The process undertaken after the completion of the tender evaluation for verification whether the selected tenderer is capable to perform the contractual tasks.

**Procedure:** Mandatory procurement implementation requirements framed and issued by BRAC for proper compliance with the regulations.

**Procurement:** Purchasing, hiring or obtaining of goods, works and services by any contractual means.

**Procuring Entity:** For central procurement the Procuring Entity is the BRAC Procurement Department (BPD). For field procurement the Procuring Entity is the respective field offices of BRAC or any other department/entity/programme/enterprise within BRAC authorised by competent financial authority; also referred to as Purchaser.

**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.

**Proposal:** A submission by the consultant in writing for delivery of services that is presented to the procuring entity in response to tender documents.

**Proposal Method (PM):** The method of procurement for consulting services where proposals are invited from a minimum of three (3) selected qualified firms.

**Proprietary Items:** Something that is used, produced, or marketed under exclusive legal right of the inventor or producer. Specifically, they are items that are protected by secrecy, patent, or copyright against free competition as to name, product, composition, or process of manufacture. Proprietary items usually have distinctive characteristics or features and are often incompatible with competing items.

**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.

**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.

**Quotation Method (QM):** The method of procurement that is followed for purchase of readily available, standard off the shelf goods and related services.

**Recurrent Item:** Recurrent items are the everyday operational and project implementation and related items of BRAC and comply with Finance and Accounts policy.

**Responsiveness:** Conformity of a tender in all respect to the requirements of the tender document without material deviation, reservation or omission.

**Schedule of Requirements:** It is an integral part of the tender documents provided to the prospective tenderers specifying the requirements that must be fulfilled for qualification of his/her tender offer as a responsive one.

**Service:** 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 sections/subsections/clauses.

**Service Level Agreement (SLA)** a service level agreement is a documented performance commitment describing the minimum performance criteria and level a provider promises to meet while delivering a service. It generally sets out the remedial action and any penalties that take effect if performance falls below the promised standard.

**Single Source Selection:** The method of procuring consulting services from a single source without going through all the requirements of a full tendering process and restricted to purchase of goods within set thresholds and specified exceptions.

**Specification:** The technical characteristics of the goods and related services that set the quality and performance standards required.

**Substitution:** The expression on the part of the tenderer by a written notice that he would like to substitute an already submitted tender before the expiry of tender return date.

**Supplier:** A person or entity under contract with a procuring entity to supply goods and related services.

**Taka:** The unit of currency of Bangladesh.



**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.

**Tender:** The submission by the tenderer in writing for delivery of the procurement object that is presented to a procuring entity in response to invitation for tender.

**Tender Document:** The documents provided by a procuring entity to tenderers as a basis for preparation of their tenders.

**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).

**Tender Opening Date:** The tender opening date is the date on which a tender will be opened.

**Tender Security:** means a security provided to the Procuring Entity by a Tenderer to secure the fulfilment of any obligation of the Tenderer resulting from the submission of the Tender.

**Tender Submission Date:** The tender submission date is the date and time by which tenders must be submitted.

**Validity Period:** The period of time for which the offer will remain open for acceptance by the purchaser and within which no change in the tender offer could be brought by the tenderer without approval from BRAC.

**Withdrawal:** The expression on the part of the tenderer by a written notice that he would not like to participate in the tender proceedings prior to the expiry of tender submission date and subsequent to submitting a tender.

### 3 Overall Procurement Direction

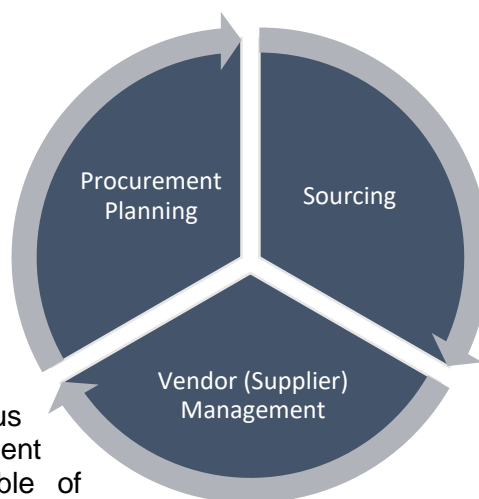
BRAC operates a predominantly centralised procurement approach, with some procurement undertaken at field level under the conditions set out in these procedures. BRAC's centralised procurement approach focuses on co-ordination designed to enhance procurement effectiveness and efficiency. BRAC's centralised approach ensures that opportunities for economies of scale through the aggregation of requirements are maximised, that there is an optimum use of expertise, that an efficient storage and distribution system is in place and that administration costs are minimised. The BRAC Procurement Department (BPD) at Head Office (HO) is expected to take overall responsibility of implementing procurement related activities effectively and efficiently.

In line with the centralised procurement approach, while some categories of goods and services will be procured directly by the applicable enterprise, capital items above BDT 50 lac and all imported items irrespective of value will be procured by BPD for enterprises. Capital/Recurrent items below BDT 50 lac can also be procured by BPD if required by the BRAC enterprises. In case of procurement conducted by BPD, Enterprise are required to raise requisition in ERP. For BRAC Humanitarian Crisis Management Programme (HCMP), due to their unique operational activities, HCMP may follow their own approved procurement guidelines in parallel to BPGIP. HCMP may also choose to use BPGIP where applicable as per BRAC's management decision.



## 4 Procurement Process Overview

The procurement process comprises three main stages of Planning, Sourcing and Vendor Management. The structure of the BPGIP is based on these key stages and will address each stage separately.



### 4.1 Financial Authority

- (i) Detailed financial authorities of various executives that apply to the procurement process 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.
- (ii) Bill approval up to BDT 50 lac will be approved by BPD Grade: 7-8. Above BDT 50 Lac to BDT 2 crore will be approved by the Head of Procurement. Above BDT 2 crore bill will be approved by Director, Administration and Road Safety Programme, BRAC. This will be applicable for Goods, Non-Consulting and Consulting Services.
- (iii) RFQ/RFP/IFT approval for QM (up to BDT 50 lac) will be approved by BPD Grade: 7-8. Rest will be approved by Head of Procurement. This will be applicable for Goods, Non-Consulting Service, Consulting Service and Framework Agreement.

### 4.2 Deviations or Alternate Provisions to the BPGIP

The BPGIP sets out the standard process to be followed for procurement within BRAC. However, as set out in Section 1.2, the standard processes may not be suitable in certain circumstances and modifications to the standard process may be required to deliver the best outcome for BRAC. Depending on the circumstances, the following methods may be used to implement deviations or tailoring of the process set out in the BPGIP:

- (i) **Method Change Request Form** – Where it is proposed to change the procurement method for a particular procurement downwards from the method specified in the Thresholds (for example change from OTM to LTM, or LTM to QM) then a Method Change Request Form (BPD-MCR, Part II (IV), Appendix I) shall be used and approved by the Director of the applicable enterprise. In the case of a change in method upward (such as LTM to OTM, or QM to LTM) this may be decided by BPD management.
- (ii) **Deviation Form** – where a one-off deviation to the provisions set out in the BPGIP is required for a procurement process (excluding change of method), then the Deviation Form (Form BPD-DRF, Part II (IV) Appendix III) shall be used.  
The Deviation Form must be approved by the Enterprise Managing Director, where the procurement is for an Enterprise, or the Executive Director of BRAC, for non-Enterprise procurement;
- (iii) **Procurement Management Plan** – where there is a need for an ongoing variation to the process set out in the BPGIP to meet the unique requirements of an Enterprise or Programme, then a Procurement Management Plan (Form

BPD-PMP, Part II (IV) Appendix II) shall be used, refer to Section 4.2.1 for further details regarding the use of the Procurement Management Plan; or

- (iv) **Single Source Selection** – Where it is proposed that a Single Source Selection shall be used (for goods, non-consulting services or consulting services) then a Single Source Request Form (BPD-SSS, Part II (IV), Appendix IV) shall be used. Refer to Section 11.3 (goods and non-consulting services) and Section 12.6 (consulting services) for further details regarding Single Source Selection.

#### **4.2.1 Procurement Management Plan (PMP)**

Procurement Management Plans may be used to establish customised procedures that will apply for an extended period of time (for example 1 year or multiple years) for situations such as:

- (i) where a programme has specific donor requirements that need special provisions or processes;
- (ii) where a BRAC enterprise has special operating conditions that necessitates a different approach than that set out in the BPGIP to achieve the best outcome;
- (iii) Where a Strategic Supplier partnership has been established under the Supplier Relationship Management process (section 15.2) that results in a revised approach for goods / services covered under the relationship; or
- (iv) Where a category has specific characteristics, such as market conditions or good/service requirements that necessitates a different approach to achieve the best outcome. This may apply to Strategic procurements as detailed in Section 4.3.

The Procurement Management Plan (template provided in Part II (IV) Appendix II) will detail:

- (i) the scope of activities covered by the Procurement Management Plan (e.g. programme, enterprise, or goods/services covered within the category);
- (ii) the business requirement and the circumstances / reason that the modifications to the process are required;
- (iii) an overview of the supply market and how this impacts the procurement approach;
- (iv) the approach to be implemented (i.e. the details of the modified process or special provisions); and
- (v) the justification as to why the modified approach will deliver best value for BRAC.

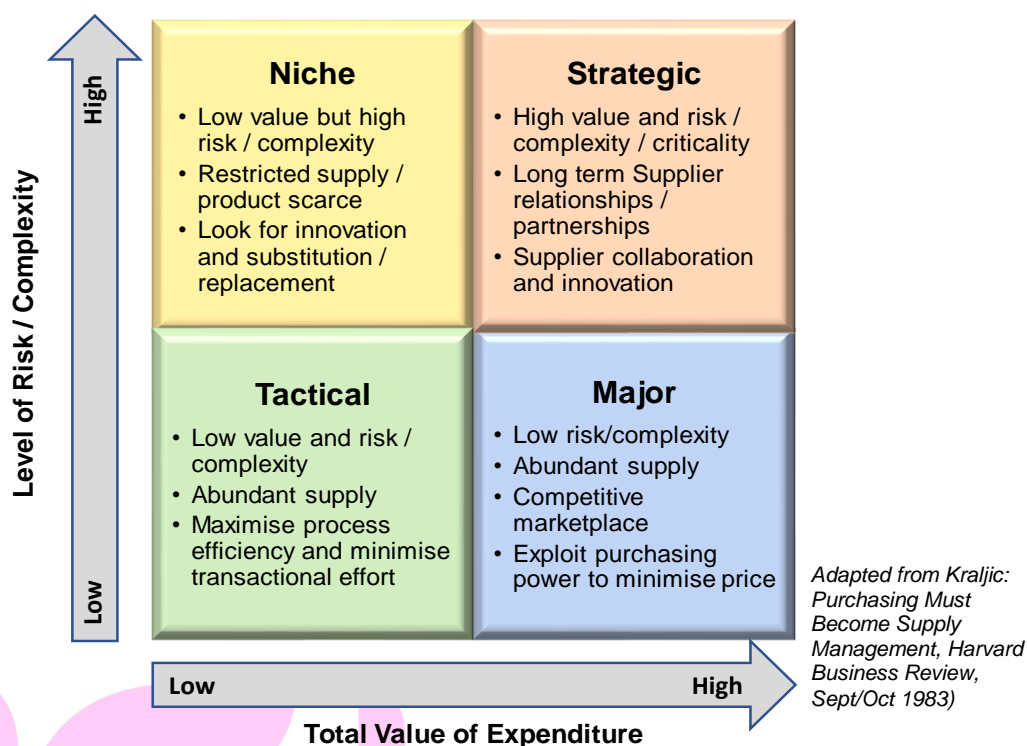
The Procurement Management Plan will apply to that programme, enterprise, or category for the period of time set out in the Procurement Management Plan. The following approvals must be obtained for a Procurement Management Plan:

- (i) For Enterprises, must be approved by the Executive Director / Managing Director, Enterprises.
- (ii) For non-Enterprises, must be approved by the Executive Director.

#### **4.3 Purchasing Portfolio Management Model**

The Purchasing Portfolio Management Model depicted in the figure below is used to assess procurement in terms of complexity and value to help determine the optimal approach to be used for procurement based on the characteristics. This model aligns

with the Supplier Relationship Management Model and is referred to throughout aspects of the BPGIP, including the Thresholds.



The levels of complexity and expenditure for the model shall be determined using the following factors:

Characteristic	Criteria	Low	High
<b>Total Value of Expenditure</b>	Total estimated value of the procurement	Tk. 2 lac* to 2 crore	Over Tk. 2 crore
<b>Level of Complexity</b>	<ul style="list-style-type: none"> <li>• Are the goods / services readily available with capable supply options in the market?</li> <li>• Can the organization readily continue to function if supply is interrupted?</li> <li>• Are the goods / services standardised with low technical complexity?</li> <li>• Is stakeholder and public interest in the purchase low?</li> </ul>	If Yes to all of the questions.	If No to any of the questions

*\*Note: Procurement under Tk. 2 lac is considered simple procurement (i.e. via DPM).*

Additional care and consideration should be given to procurements that are rated as Strategic or Niche. In special circumstances, a Procurement Management Plan may be developed for a specific Niche or Strategic procurements in order to tailor the procurement process to address specific risks, product / service characteristics, or

market characteristics. Procurements rated as Major or Tactical should only be undertaken in accordance with the standard process set out in the BPGIP.

## 5 Procurement Planning

### 5.1 Procurement Planning for Enterprises

Annual Procurement Plan (APP) is the process of identifying the annual expenses of the BRAC enterprises mostly CapEx/ raw material/ packaging materials, consolidating all together and determining the procuring method and time of delivery.

Every enterprise of BRAC shall prepare annual business plan (ABP) which sets out their plan with regards to yearly business operations and expansion. To run the business smoothly and enable effective procurement of requirements, the procurement department must be involved in the initial business planning stage.

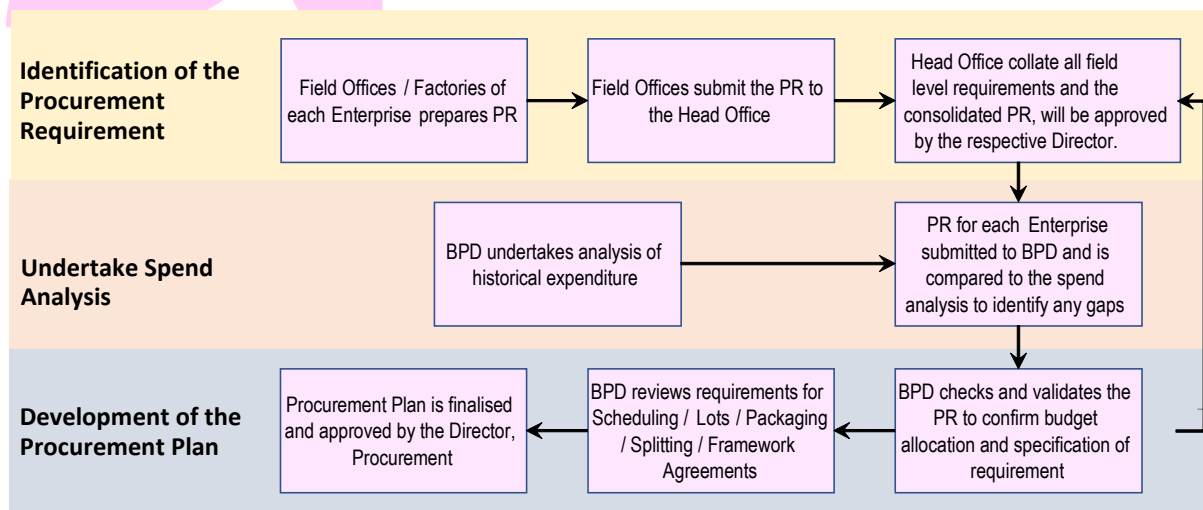
It is necessary for the procurement to:

- Understand the enterprises' requirements regarding what is needed to be procured for the next year.
- Aggregate the similar demand in order to achieve the most economical pricing.
- Define appropriate procurement methods and processes.
- Identify the procurement potential sources.
- Assess potential lead times.
- Ensure value for money (VFM) while procuring the goods /services.

The key activities within the Procurement Planning stage are:

- Identification of Procurement Requirements (PR)
- Spend analysis
- Development of the Procurement Plan (PP)

The following figure illustrates the planning process.



#### 5.1.1 Procurement Planning Roles and Responsibilities

The roles and responsibilities with regards to the Procurement Planning activities are set out in the table below.

Activity	BPD	Enterprise HO	Enterprise Field Office / Factory	Finance Department
Identify needs and prepare field office / factory PR	C	C	A/R	
Develop HO level PR for enterprise	C	A/R	C	C
Approve PR and issue to BPD (central procurement) or Field Office (field level procurement)	I	A/R	I	
Undertake Spend Analysis	A/R	I	I	C
Review HO level PR's	A/R	C	C	C
Prepare PP	A/R			
Approve PP	A/R	I	I	I

Legend: R = Responsible to do or get it done. A = Accountable (signs off on results)  
S = Supports the responsible party. C = Consulted on task and results  
I = Informed about tasks and results.

### 5.1.2 Procurement Requirement (PR)

Procurement starts from the identification of the need and planning of the process so that the requirements are clearly understood, and any constraints or risks can be anticipated, and appropriate actions can be undertaken.

Each enterprise within BRAC shall develop their annual Procurement Requirement (PR) covering both field level / factory and HO level requirements and both capital and recurring items. The steps involved in the development of the PR are:

- (i) Each field office / factory prepares their PR and, once duly vetted, forwards it to their respective HO by 30 September of each year, or as appropriate aligning with the ABP approval, through the appropriate channel;
- (ii) The HO will collate all enterprise requirements and prepare the consolidated PR;
- (iii) After appropriate scrutiny / vetting, the consolidated PR is approved by the appropriate enterprise Director and forwarded to BPD.

While developing the PR, the field offices / factories and HO shall consult with BPD as appropriate to ensure that the PR suitably details the requirement and that the timeframes consider the applicable lead time. Consultation between the users and BPD up front during the development of the PR and specification of the requirement will assist to improve the efficiency of the procurement process by ensuring the specification of requirements is appropriate and does not require further refinement later in the process.

Upon approval of the Enterprise Director, the items within the PR to be centrally procured shall be forwarded to the BPD for necessary action upon validation of budget availability by the Finance Department.

The format for yearly PR can be seen at Form BPD-PP1 (Part II (I)).

### 5.1.3 Spend Analysis

Concurrent with the development of the PR, BPD shall undertake analysis of expenditure for the previous financial years to identify recurring items regularly purchased and likely to be required in the next financial year.

Spend data shall be gathered from the ERP. Data should be gathered for a sufficient period to provide a reasonable indication of the level of spend without being distorted by cyclical factors (for example 2 years).

Once the data has been captured and collated, data cleansing is undertaken to remove any redundant information that is not related to the procurement of goods, services or consulting services (such as financial transactions, journal entries, etc.) and to correct any duplicates, errors or incomplete information where possible (such as multiple supplier records for one supplier). This cleansing helps to ensure the data is reasonably accurate and in a consistent format for classification.

Once the data has been cleansed, it is grouped into categories of items based on their similar characteristics (e.g. IT accessories, or motor vehicle parts, etc.). The grouping should be done at the line item level, using the item's description or item category coding. Expenditures will be analysed by the item / category type.

Once the analysis has been completed, the results shall be compared to the PR information to identify any potential gaps in the PR, help to inform requirements for the PP and identify potential items to be included in Framework Agreements.

#### **5.1.4 Procurement Plan (PP)**

BPD shall, after reviewing the PR received from the various enterprises and incorporating the results of the spend analysis, prepare the HO level PP. BPD shall, while preparing the PP, check the following:

- (i) That the Finance Department has confirmed the budgetary allocation, except where a Framework Agreement is to be established as budget allocation is not required at establishment of the Framework Agreement, it is only at the point of issuing a PO under the Framework Agreement.
- (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) Appropriate packaging of requirements has been done (refer to Section 5.1.5), including aggregation of requirement of two or more programmes to form a single package.
- (vi) Whether Framework Agreements should be established for certain groups of goods/services (refer to Section 5.3).
- (vii) Procurement scheduling has been considered to verify that the requirement will be delivered when it is needed (refer to Section 5.1.5.3)

The format for PP is given at Form BPD-PP3 (Part II (I)).

The Procurement Plan is a dynamic document and it may have to be changed over time to include new requirements of programmes arising out of new projects and changed circumstances. Hence, the PP will be reviewed and, if necessary, revised throughout the year as required to make it more flexible and requirement friendly.

Where a PR is identified after the preparation of the PP, the PP may be updated to include this additional PR provided that budgetary approval has been given by the Accounts and Finance Department.

##### **5.1.4.1 Procurement Plan for Individual Packages**

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

- (i) Accurate description of 'Package' and subsequent 'Lot' thereof, if any;



- (ii) Unit of measurement;
- (iii) Approximate quantity of Items,
- (iv) Estimated cost;
- (v) Procurement method to be used;
- (vi) Approval level; and
- (vii) Time schedule for processing a tender/quotation such as:
  - a) Invitation for tender/quotation
  - b) Signing of contract
  - c) Completion of contract

### **5.1.5 Packaging**

Each item could be procured separately under a specific procurement activity. However, considering the number of items normally required for procurement under each programme is substantial, and the potential for common requirements across programmes/ departments, item by item procurement would not result in the most efficient or value for money outcome for BRAC.

Hence, when developing the PP, the goods/services identified through the PR and spend analysis shall be grouped into procurement packages as appropriate ensuring that processing of all packages are completed within the required timeframes.

#### **5.1.5.1 Lots**

Grouping requirements into lots and packages is to be done in order to achieve economies of scale. Similar items may be grouped together to form a 'Lot'. Single or Multiple 'Lots' can form a 'Package/Tender' depending on the object of the procurement. If large quantities of single products/commodities/services are being procured, then division into lots within a package (i.e. dividing large quantities into smaller quantities, each representing a lot within the same invitation to tender) should be assessed taking into consideration supplier's/service provider's capability with respect to capacity, packaging, transportation costs, storage capacities etc. Non-consulting services and consulting services are more likely being procured under individual processes than goods and related services.

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

Generally, consulting services are not grouped or packaged together, and each consulting service shall in principle be procured through a separate RFP, however grouping and packaging may be possible when appropriate.

#### **5.1.5.2 Splitting**

Larger quantities of the same item may not be divided into several separate procurement activities (e.g. tenders or quotes) as this is considered order splitting and is not permitted. However, larger quantities may be divided into several lots within the same procurement to allow smaller suppliers to participate. Large quantities may not be available from a single supplier to deliver within the given timeline. For 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. five lots with 200,000 slates each to equal a total requirement of 1,000,000, etc.).

#### **5.1.5.3 Procurement Scheduling**

One of the considerations in choosing contract packaging is the timing when goods/services are needed. After preliminary packaging plans have been formulated

and the method of procurement to be used for each is tentatively determined by the nature and size of the packages, it is necessary to verify that these combinations will permit the goods/services to be delivered or performed in accordance with the times that they are needed for the programme. The detail of scheduling is given at Form BPD-PP2 (Part II (I)).

The best way to check the procurement scheduling is satisfactory 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 for each procurement contract. In verifying the procurement schedule, it is critical to ensure that the estimated supplier delivery lead time is allowed for in the schedule.

#### **5.1.6 Approval of Procurement Plan**

In general, the Director Administration and Road Safety Programme shall approve the Final HO level Procurement Plan (PP).

The approved final HO level PP is to be circulated to the respective enterprises for their information and compliance.

The Procurement Plan (Form BPD-PP3) shall be posted on the ERP (eTender portal).

### **5.2 Procurement Planning for Programmes**

Formal annual Procurement Plans may not be required for programmes / departments. Where procurement requirements are identified, the programmes / departments shall provide early notice to BPD and consult with BPD during the development of the specification and Procurement Requirements to assist with the planning of the procurement.

In accordance with Section 5.1.3, BPD shall undertake spend analysis annually for programmes / departments to identify likely procurement requirements based on historic spend and identify potential items to be included in Framework Agreements in order to improve procurement efficiency.

### **5.3 Framework Agreements**

Framework Agreements are often also referred to as Standing Offer Arrangements, Running Contracts, Panel Arrangements, or Master Service Agreements. It is constructed and processed as a normal tender but does not commit the actual expenditure of funds. It establishes the agreed specification, delivery terms, prices and condition of contract for future purchases to be made, but a purchase contract is 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

#### **5.3.1 Selection of Goods / Services for Framework Agreements**

Framework Agreements shall be used to improve the efficiency and effectiveness of procuring goods / services where the requirement:

- (i) is expected to arise on a repeated or recurring basis over a given period of time;
- (ii) cannot be accurately defined in terms of quantities or delivery timing over a given period of time; or
- (iii) may arise on an Emergency Basis over a given period of time.

Framework Agreements should not be used for:

- (i) complex purchases where the core terms and conditions vary for each purchase;
- (ii) highly technical or specialist items, as each procurement is unique; or

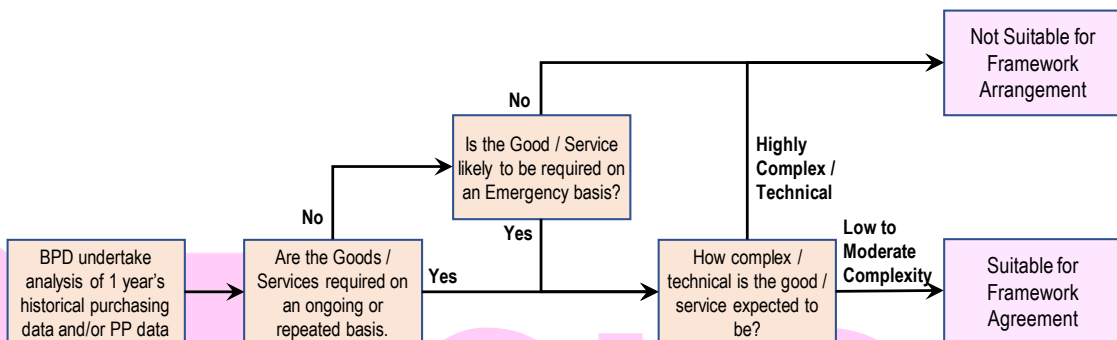


- (iii) large investment or capital contracts.

The identification and selection of goods and / or services that Framework Agreements will be established for shall be undertaken by BPD based on an analysis of the following information to identify items that are expected to arise on a repeated or recurring basis:

- (i) one year's historical purchasing data; and / or
- (ii) the Programme's or Enterprise's budget for coming year as detailed in the PP

Once the analysis of this information, BPD will assess the nature of the items to determine if they are considered to be suitable for Framework Agreements (i.e. are of a standardised nature and not high complexity. There should also be sufficient value of expenditure to warrant the effort to establish the Framework Agreement. The decision on whether a Framework Agreement is to be established will be made by BPD management. The figure below illustrates the decision process for the identification of the goods / services for Framework Agreements.



When determining the Framework Agreements, similar goods / services should be grouped where possible so a single approach to market can cover numerous items within a category. However, care must also be taken to ensure that the supply market is not impacted by the use of Framework Agreements, for example aggregation of requirements to the point that local suppliers cannot compete.

As there is no financial commitment under the Framework Agreement (financial commitment is only at the point of placing an order under the Framework Agreement), Framework Agreements can be set up outside of the normal Procurement Planning process and prior to allocation of budget, where it has been identified that goods / services that meet the characteristics of a Framework Agreement and will be required (for example for a subsequent financial year or during establishment of a project prior to funding allocation / approval). This enables the Framework Agreement to be set up in advance so that procurement can start efficiently as soon as budget is approved with minimal delays.

### 5.3.2 Establishment of Framework Agreements

The steps to be followed when establishing Framework Agreements are:

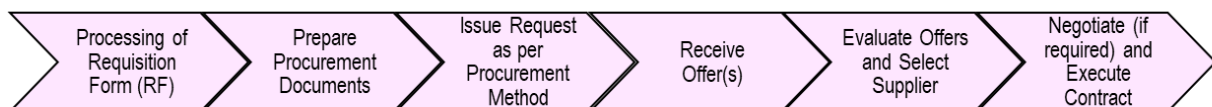
- (i) The procurement method to be used shall be in accordance with the Procurement Methods set out in Section 6.4, with the value of the procurement that will be applied against the Thresholds to be based on the estimated value of expenditure over the term of the Framework Agreement. The minimum time to complete a Framework Agreement may not be less than 45 days.
- (ii) Framework Agreement shall be for a minimum term of 6 months and up to a maximum term of 3 years.
- (iii) Framework Agreements are established by using the appropriate procurement method as set out in Section 6.4. The expected value of spend under the Framework Agreement based on the forecast quantities to be purchased under

the term of the Framework Agreement shall be used as the value for the Thresholds referred to in Section 6.4.1.

- (iv) Where LTM or OTM is used, Performance Security will be applied based on the item/service complexities and number of probable orders within the duration.
- (v) Performance Security waiver for a Framework Agreement will be under authority to Director / Chair of Evaluation Committee.
- (vi) Framework Agreement approval shall be in accordance with the TOA, with the value to be based on the estimated value of expenditure under the term of the Framework Agreement.
- (vii) All Framework Agreements shall be signed by the BPD Head of Procurement.
- (viii) Termination of a Framework Agreement may be with 60 days' notice.
- (ix) The specification within the final Framework Agreement may refer to a specific product / model rather than a full specification.
- (x) Where there is a change in model during the life of the Framework Agreement (such as new model replacing and old model), then the product may be replaced provided that the new product and at least the same specification as the product being replaced, or higher, and the price is the same, or less than, the existing product being replaced.
- (xi) Where there is a request, or need, for a price revision during the term of the Framework Agreement (this may be based on the terms of the Framework Agreement), then this will be compared against current market pricing and the pricing of the next lowest bidder in the original procurement and the revision may only be accepted where it can be demonstrated that the revision is in line with changes in the market price. Where the proposed revision is greater than the identified changes in the market price, then the supplier will be advised that the price revision is rejected. In this instance the price of the existing Framework Agreement may be adjusted after negotiating the revision to be equivalent to the market price, or a new Framework Agreement may be established, and the existing Framework Agreement may be terminated considering the best available option.
- (xii) Procurement of goods/services under a Framework Agreement is done via a PO being issued directly to the Supplier within the system.
- (xiii) A Framework Agreement may be extended for a mutually agreed period provided that the total duration of the Framework Agreement is no longer than 3 years.

## 6 Sourcing

The Sourcing stage covers development of the invitation documentation, undertaking the invitation in accordance with the chosen procurement method, evaluating the responses, selecting the successful supplier and establishing the contract or PO. This is illustrated in the figure below.



### 6.1 Sourcing Responsibilities

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

- (i) The field level and HO 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 / Enterprise Directors; and
- (v) BRAC Procurement Department (BPD).

Close co-operation amongst all these levels is essential to achieve success in procurement. The roles and responsibilities with regards to the Sourcing activities are set out in the table below.

Activity	BPD	Programme / Enterprise	Programme / Enterprise Field Office	QEC	TEC	Central Store (where applicable)	Finance & Accounts Department
<b>Field Procurement</b>							
Carry out field level procurement	C	A	R				C
<b>Central Procurement</b>							
Development of the Technical Specification / Terms of Reference	C	A/R	C				
Preparation of RF	C	A/R	C				C
Development of Invitation for Tender documents	A/R	C		C			
Advertisement and Issue of IFT	A/R	I	I	I			
Receive and respond to clarifications	A/R	C		C			
Tender opening	A/R			I			
Sample Selection	R	A		C			
Tender evaluation				A/R			
Evaluation by TEC				A/R	C		
Submission of Tender award recommendation	A/R			I			
Approval of Tender award (PO/CO)	A/R	I	I	I			
QC/QA	I	I	A/R			A/R	
GRN/Challan	I	A	A			A	
After Sales Service-Warranty	R	C	A				
Bill Payment	R						A
Legend: R = Responsible to do or get it done.      A = Accountable (signs off on results) S = Supports the responsible party.        C = Consulted on task and results I = Informed about tasks and results.							

## 6.2 Probity in the Sourcing Process

Throughout all stages of the procurement process, all actions, including the making of decisions, communication and disclosure of information, should be:

- (i) fair to all suppliers so that no supplier has an unfair advantage or disadvantage;
- (ii) impartial and have no bias towards any particular supplier;
- (iii) free of any conflicts of interest;
- (iv) transparent and defensible; and
- (v) have integrity.

In order to achieve this, the following protocols must be adhered to:

- (i) Procurement related information, including tender responses, must be kept secure and confidential at all times to ensure that there is no breach of confidentiality and no supplier obtains advantage or disadvantage through the unauthorised disclosure of information.
- (ii) Only the nominated procurement officer is authorised to communicate directly with tenderers during a procurement process.
- (iii) All Tenderers must be provided with the same information for the development of their Tender response;
- (iv) The timeframes for response must be reasonable so as to provide a fair opportunity to all suppliers;
- (v) Each Tenderer must be treated equally through the process and must be assessed in accordance with the document evaluation process;
- (vi) All officers involved in the procurement process must declare any actual, potential, or perceived conflicts of interest (See Section 6.2.1).
- (vii) During the procurement process, the procurement officer shall monitor to ensure that there is no sign of the Tenderers engaging in any Coercive Practices, Collusive Practices amongst bidders, or Corrupt Practices.

### 6.2.1 Conflicts of Interest

A conflict of interest arises when an officer involved in a procurement process, including preparatory work such as specifications, is in a position to derive benefit and therefore be influenced, or appear to be influenced, by their private interests (financial, personal or business) when undertaking their work in their official capacity.

Conflicts of interest may be categorised into three types:

- (i) **Actual:** an officer is in a position to be influenced by their private interest or relationship.
- (ii) **Perceived:** where it may appear that an officer could be influenced by their private interest or relationship.
- (iii) **Potential:** a situation where an officer may be influenced by their private interest or relationship in the future.

Private interests mean circumstances that can bring either benefits or disadvantage to the official, or to others whom the person may wish to benefit or disadvantage. These include:

- (i) **Financial Interests:** where the official may stand to receive financial gain or loss, such as property holdings, shareholdings, unpaid debts, some form of gift, etc.
- (ii) **Professional Interest:** where the official may receive a job opportunity or promotion.
- (iii) **Business Interest:** where the official may receive business opportunities such as new work.
- (iv) **Relationships:** where the official has personal relationship with another person, such as a family member, or is a member of a club or association, where the

other person or association may stand to gain benefit or loss of some form (i.e. they have a financial, professional or business interest).

Any officer shall report such conflict of interest to his or her immediate supervisor.

## **6.3 Processing of Requisition Form**

### **6.3.1 Field Procurement**

Managers/In-charge officers of field offices, with the approval of the Competent Financial Authority (CFA), shall carry out field level purchases as per the 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) shall be followed as described hereunder. 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 HO following the Table of Authority (HRPP) and the approval shall be given, following the Table of Authority (HRPP). 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.

For local purchase beyond the financial power of respective manager/in charge officer, the necessary Requisition Forms (RF) along with the received quotations must be forwarded to the office of the respective Director for approval. The Director, upon verification and vetting with previously approved PR, shall approve 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 approval.

### **6.3.2 Central Procurement**

At the HO level, the concerned programme/department/enterprise will initiate a Requisition Form (RF) in ERP as per the Table of Authority set out in HRPP. The Requisition Form (RF) shall be checked and recommended by the concern person from the Finance Department for confirmation of budget and notation of budget code. After the verification of budget, the Approver of the concerned programme/department/enterprise shall approve the Requisition Form (RF) in ERP as per the Table of Authority set out in HRPP and finally, the Requisition Form shall be sent to BRAC Procurement Department (BPD). After receipt of the RF, BPD will initiate the procurement activity as per guidelines and procedures laid down hereunder.

In case of manual Requisition Form (RF) of some concerns of BRAC like Office of Ombudsperson, BRAC Service Limited (BSL), BRAC University etc. who are not mapped in ERP may initiate the Requisition Form (RF) in triplicate as per the Table of Authority in HRPP. First and Second copies shall be sent to the Finance Department for confirmation of budget and notation of budget code. Upon verification of budget and necessary approval, the requisition will be sent to BRAC Procurement Department (BPD).

## **6.4 Procurement Methods**

The following four procurement methods may be used for the procurement of goods and related services and non-consulting services within BRAC:

- (i) Open Tendering Method (OTM);
- (ii) Limited Tendering Method (LTM);

- (iii) Quotation Method (QM); and
- (iv) Direct Purchase Method (DPM), also including Single Source Selection (SSS) for goods and related services and non-consulting services.

For the procurement of consulting services, the following methods shall be used:

- (i) Quality and Cost Based Selection under open tendering (QCBS-O), by inviting consulting firms through an open market invitation, including its variation International Competitive Tendering (ICT) where applicable;
- (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;
- (iii) Proposal Method (PM), where proposals are invited from a minimum of three (3) selected qualified firms; and
- (iv) Single Source Selection (SSS), where only one selected consultant is invited to submit a proposal.

Each of the above procurement methods will be described in detail in the subsequent sections.

#### 6.4.1 Thresholds

The thresholds applying to the Procurement Methods have been incorporated in Part II (IV), Appendix VI, of the BPGIP for guidance and compliance by all concerned. These thresholds may, through internal consultations and approval by the Chairman or an officer authorised by him, be amended from time to time to take into account changes in the business or adjust for price developments (inflation, devaluation of the Bangladeshi currency).

The selection of the procurement method to be used shall be in accordance with the Procurement Thresholds set out in Appendix VI of Part II (IV) unless approval to vary has been provided via a Method Change Request Form, Procurement Management Plan, or Single Source Selection Request, except in the case of a change in method upward (such as LTM to OTM, or QM to LTM) which may be decided by BPD management.

#### 6.4.2 Types of Contract

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

- (i) **Lump Sum Contract:** is a contract for the performance of specified amount of work or delivered goods by a specified date of a price quoted in advance.
- (ii) **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.
- (iii) **Fixed Price Contract:** is one where the contract price for the goods and/or services is fixed and may not be varied unless specific provisions are allowed for and included in the agreement (such as contract change, change in scope, economic pricing, or defective pricing).
- (iv) **Framework Arrangement:** may be referred to as a Framework Agreement, Standing Arrangement or Running Contract. It is constructed and processed as a normal tender but does not commit the actual expenditure of funds. It establishes the agreed specification, delivery terms, prices and condition of contract for future purchases to be made, 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. Refer to Section 5.3 for further information.



## 6.5 Anti-Terrorism and Anti-Money Laundering

- (i) All procurement process (excluding DPM), including goods and related services, non-consulting services and consulting services, must comply with the applicable sanctions laws and regulations of the European Union (“EU”), the United Nations (“UN”) and the United States of America (“US”), as well as local sanctions, anti-terrorism and anti-money laundering laws and regulations (“AML/CFT laws”) in the jurisdictions relevant to the purchaser’s operations, activities and financing. This entails vetting or screening suppliers, consultants and other relevant parties globally against the Sanctions Lists issued by the EU, the UN and the U.S. Department of Treasury, Office of Foreign Assets Control (“OFAC”), as well as screening locally against other Sanctions Lists. The purchaser will not enter into, or continue, any business relationship or contract that would be prohibited under applicable AML/CFT laws. The supplier / consultant shall supply or arrange for the supply of information and evidence for due diligence checks, vetting, screening, investigation and other actions pursuant to AML/CFT laws.
- (ii) The purchaser requires the supplier / consultant to make a declaration that it (including its agents, employees, sub-contractors, sub-consultants and suppliers) does not contravene with all applicable AML/CFT laws and does not engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any AML/CFT laws.
- (iii) The standard bidding documents contained in these guidelines include clauses requiring the respondent to make this declaration and consent to diligence checks, vetting screening, investigation and other actions pursuant to AML/CFT laws.
- (iv) Vetting suppliers / consultants against terrorism or debarred lists is a mandatory procedure to ensure BRAC upholds its mission by directing funding to responsible suppliers / consultants to carry out programmes and other activities. Vetting is also required for responsible stewardship over donor funds and to ensure BRAC does not contravene any laws, including AML/CFT laws. In all cases, proof of vetting, irrespective of results, must be included in the procurement file.
- (v) Until such time as a vetting or screening of Sanctions Lists online application for BRAC is in place, BRAC shall follow all the steps below for vetting or screening suppliers / consultants against Sanctions Lists:

Step 1	<p>To vet an entity, start with searching by organizational name in the System for Award Management (SAM) of the US Government database with public viewer access to check partner certifications and representations<sup>1</sup>: <a href="https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf">https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf</a>.</p> <p>SAM checks the exclusions list for the particular entity and indicates whether any exclusion records exist.</p> <p>There are four types of exclusions in SAM, all of which would preclude BRAC from moving forward with the particular entity:</p>
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<sup>1</sup> Organizations registered in SAM are required to input if any of its principals are currently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by the USG

	<ul style="list-style-type: none"> <li>• Ineligible (proceedings pending) - preliminary evidence of lack of business honesty or integrity;</li> <li>• Ineligible (proceedings completed);</li> <li>• Prohibition/Restriction - may be subject to USG sanctions. If you think you have a potential match with an OFAC listing, please contact Legal &amp; Compliance for further guidance;</li> <li>• Voluntary exclusion.</li> </ul>
Step 2	<p>To vet the <b>individuals</b> associated with the supplier/consultant<sup>2</sup>, use the following link: <a href="https://sanctionssearch.ofac.treas.gov/">https://sanctionssearch.ofac.treas.gov/</a></p> <p>Print the results of your search and add to the procurement file. Please contact Legal &amp; Compliance at if you think you have a match.</p>
Step 3	<p>If Steps 1 and 2 do not render any hits, visit the UN list at the following link: <a href="https://www.un.org/securitycouncil/content/un-sc-consolidated-list">https://www.un.org/securitycouncil/content/un-sc-consolidated-list</a></p> <p>The Consolidated List includes all individuals and entities subject to measures imposed by the Security Council.</p>
Step 4	<p>Finally, the World Bank sanctions list can be checked for the firms and individuals listed in <a href="https://projects.worldbank.org/en/projects-operations/procurement/debarred-firms">https://projects.worldbank.org/en/projects-operations/procurement/debarred-firms</a></p> <p>These organizations are ineligible to be awarded a World Bank-financed contract for the periods indicated because they have been sanctioned under the World Bank's fraud and corruption policy, as set forth in the Procurement Guidelines and the Consultant Guidelines. Please contact Legal &amp; Compliance if there is a match for direction.</p>
Step 5	<p>Please print the findings, if any, for the proposed supplier / consultant and add to the procurement file.</p>

## 6.6 Safeguarding Children and Vulnerable Adults

- (i) By the BRAC Safeguarding policy, BRAC commits to incorporate safeguarding into the design of programmes and enterprises and their work processes. BRAC aims to safeguard while working with children, adolescents, adults with special needs and women against abuse, that is, against sexual harassment, intimidation and violence, bullying, humiliation and discrimination, neglect and

<sup>2</sup> In addition to returning results that are exact matches, Sanctions List Search can also provide a broader set of results using fuzzy logic. This logic uses character and string matching as well as phonetic matching. Only the name field of Sanctions List Search invokes fuzzy logic when the tool is run. The other fields on the tool use character matching logic.



exploitation (“safeguarding”) through partner organisations (suppliers, vendors, downstream partners, consultants, etc.). Accordingly, provisions of the BRAC Safeguarding policy and guidance shall be an obligation under all agreements. Additionally, the partner organisations should commit to implement the policy and to safeguarding.

- (ii) BRAC has an internal safeguarding system with reporting mechanism. Partner organisations shall have similar safeguarding system to perform their safeguarding obligations. BRAC should be satisfied that the practice and management arrangements of its partners reflect this common commitment to safeguarding. A lack of policy or implementation system/mechanism could result in the termination of agreements.

## **6.7 Code of Conduct**

Code of Conduct applies to all employees and associated personnel of BRAC and BRAC International (BI). Employees include: all staff, including regular, contractual, fixed-term, project, service, trainees (including apprentices & interns), temporary staff, and non-graded staff. The term, Associated Personnel, includes all other persons, who are not contracted as employees, but are associated with, or representing BRAC. This includes: volunteers, interns and consultants/advisors. The purchaser requires the consultant to acknowledge and sign the Code of Conduct.

## **7 Open Tendering Method (OTM)**

Open tendering is the process of procurement carried out through a public invitation to the market, such as newspaper advertisement, so that any supplier may respond in order to maximise competition and achieve maximum value for money. Openness ensures transparency and eliminates tendencies towards favouritism. Using OTM enables you to:

- (i) Check the competitiveness of existing suppliers;
- (ii) Provide opportunities to new suppliers;
- (iii) Comply with legal requirements;
- (iv) Ensure fairness and equal opportunity to all suppliers in the market;
- (v) Ensure maximum competition in order to achieve the best value for money; and
- (vi) Prevent corruption and collusion.

### **7.1 Threshold**

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. 2 Crore. However, considering the availability, 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. 2 Crore.

### **7.2 Advertisement**

OTM procurement must be advertised publicly. 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 eTender 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. Notification of the IFT shall also be issued via the ERP to all applicable suppliers registered in the ERP.

The format for Invitation for Tender has been attached in Part II (II) of these Guidelines covering both goods and related services and non-consulting services.

### **7.3 Preparing and Issuing Tender Documents**

BPD is responsible for the preparation and issuing of the Tender Document for procurement undertaken through Central Procurement. 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) The 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.

In preparing the Tender Document, BPD must keep in mind that:

- (i) As this is a mandatory requirement for contracts to be financed by BRAC or other development partners, the Standard Tender Documents (STD) shall be used and issued by BRAC. The STDs should have 6 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.
- (ii) The supplier is responsible for the preparation and submission of its Tender. During this process, suppliers may require clarification of aspects relating to the tender. BPD shall promptly respond in writing to any written request for clarification from suppliers and if found appropriate/reasonable amend the Tender Document accordingly. Refer to section 7.7 for further details regarding the management of clarifications.
- (iii) The Tender Document should furnish all the information needed by a prospective supplier. The time spent in preparing a 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 misunderstanding, inconsistencies and/or a lack of clarity in Tender Document.
- (iv) The requirement for Tender Security may be waived for enlisted suppliers, or by approval from the BPD Head of Procurement.
- (v) The requirement for Liquidated Damages may be waived by approval from the BPD Head of Procurement.
- (vi) Tender documents shall be issued via the BRAC eTender portal.

The issuing, amendment or cancellation of the IFT or PO (under OTM or LTM) shall be approved by BPD Head of Procurement.

#### **7.3.1 The Specification**

The Specification is a critical component of the procurement documentation and its importance cannot be overstated. The Technical Specification defines:

- (i) What the programme/department/enterprise wishes to buy, including the deliverables and technical characteristics of the goods and related services or scope of the non-consulting services; and
- (ii) the quality and performance standards for the contract and defines what to buy and what the Supplier must provide.

The concerned programme will be responsible for the preparation of the Technical Specification considering the following issues:

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

The programme should consult with BPD as required when developing the Technical Specification to ensure that the specification is appropriate and reduce the risk of delays or rework being required.

### **7.3.2 International Competitive Tendering**

In special circumstances where BPD identifies that there is a lack of suitable local suppliers, or unknown local market, then the Tender may be advertised internationally. When undertaking OTM with International Competitive Tendering:

- (i) The IFT and Tender Documents shall be in the English language and be placed in a newspaper of sufficient circulation to attract foreign competition in addition to local newspapers. Alternatively, online services such as UNDB and/or dgMarket and/or similar publications may be used.
- (ii) 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.
- (iii) 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.
- (iv) 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 (II), Appendix I, includes one additional Clause with several Sub-clauses, which shall be used for ICT only.

## **7.4 Determining the Evaluation Approach**

Two following two evaluation approaches may be used for goods and related services and non-consulting services:

- (i) The Lowest Cost Compliant method, where the Tender with the lowest evaluated Tender cost out of the responsive Tenders shall be determined to be the most advantageous and represent the best value for money, and therefore the highest ranked; or
- (ii) the Weighted Evaluation method, where a selection of non-price evaluation criteria (such as experience/past performance, capacity/capability, methodology/approach/schedule, etc.) and price are weighted and scored. The Tender with the highest combined score (including price and non-price) shall be determined to be the most advantageous and represent the best value for money, and therefore the highest ranked.

The standard evaluation approach to be used for OTM and LTM is the Lowest Cost Compliant method and this shall be used for all low complexity procurements (i.e. Tactical and Major).

The Weighted Evaluation method may be used for procurements that are assessed to be higher complexity (i.e. Niche or Strategic) where it is considered that a better outcome will be achieved by assessing non-price characteristics as well as price.

### **7.4.1 Weighted Evaluation Method**

Where it is determined that a Weighted Evaluation method will be used, the evaluation criteria to be used must be determined prior to the issue of the IFT and must be documented in the IFT.

Under the Weighted Evaluation method Tenders shall be assessed based on a combination of:

- (i) Non-Price criteria, which may include:
  - a) Experience and Past Performance
  - b) Technical Capability, this may include (incl. equipment/facilities, qualifications, certifications)
  - c) Methodology / Approach (this may include the schedule / plan)
- (ii) Tendered Price

Weighting of the Non-Price criteria may be between 60% to 80% in total, with Price being weighted between 20% to 40%.

The evaluation criteria to be used and weightings must be specified in the RFQ / IFT.

The methodology for scoring the criteria shall be as follows:

- (i) The evaluation process for scoring each of the Non-Price criteria will use the following scoring system:
  - a) Exceptional (gives added value and shows high quality on the whole) = 100%.
  - b) Good (adequate and well suited to the purpose) = 80%;
  - c) Satisfactory (sufficient but lacks substantial advantages and may have very minor concerns) = 50%.
  - d) Poor (not addressed or not sufficient, high risk) = 0%.
- (ii) The Evaluation Committee is responsible for marking.

- (iii) Scoring must be allocated in accordance with the evaluation criteria specified in the RFQ / IFT.
- (iv) The formula for determining the Price score is the following:  
$$Sf = 100 \times Fm / F$$
in which Sf is the financial score, Fm is the price of the lowest proposal and F the price of the proposal under evaluation.

Technical evaluation of all Tenders shall be undertaken first prior to undertaking the evaluation of the price. Only information contained in the IFT shall be used for evaluation purposes.

Following evaluation of the Tender price, the total combined score for each Tender shall be calculated. The Tender that shall be determined to be the most advantageous and represent the best value for money, and therefore the highest ranked, shall be the Tender with the highest combined score.

## **7.5 Setting a Tender Submission Date**

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) What is 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.

Details of the tender submission requirement and the forms used in the submission of tenders are available in Section 7 of Appendix I in Part II (II). ITT Clause 23 to Clause 26 also highlights the procedure of tender submission.

Under OTM the time allowed for the submission of tenders shall be not less than fourteen (14) days and should be longer for complex requirements (for example Strategic procurements that are high value and high complexity should be a minimum of 28 days).

### **7.5.1 Suppliers Requesting Extension of Tender Submission Date**

Requests from suppliers for an extension of the date of Tender submission should normally be denied. Only where there are extenuating circumstances (e.g. if all tenderers request an extension, indicating that BPD may have under-estimated the time required for suppliers to prepare and submit a tender), should requests for extension be considered.

## **7.6 Validity Period**

The IFT shall specify the tender validity period that the Tenderers must comply with. This states how long the offer will remain valid for acceptance. 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.).

### **7.6.1 Extension of Validity Period**

If it becomes obvious that the contract cannot be awarded before the expiration of the validity period, Tenderers should be asked to extend the validity period. The consequence of "accepting" a tender where the validity period has expired is that the supplier may legitimately seek to increase its price to reflect changes since the original price calculations.

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

However, if a Tenderer refuses to extend the validity period of their Tender submission, the Tenderer shall be allowed to withdraw the Tender submission without forfeiting the tender security, if any.

## **7.7 Communications with Tenderers**

It is essential that in the first instance all enquiries from Tenderers should be directed to the concerned procurement officer of the BPD in writing. Verbal enquiries from suppliers are prohibited and shall not be responded to.

After receiving an enquiry, the procurement officer may decide in some cases that technical enquiries can be referred to a specialist, but the procurement officer must retain control of the communications.

Care must be taken to ensure that all suppliers are working on the same information and it is the procurement officer's duty to ensure that all suppliers receive the same information at the same time. Any information or clarification of substance which is given to one tenderer must formally and immediately be given in writing to all tenderers even if they did not make the same enquiry.

Tenderers should never be told who is in competition with them. This prevents collusion and sharpens the need for a competitive approach.

Throughout the process, all information whose disclosure might prejudice the outcome of the tendering process should be marked "Confidential."

## **7.8 Tender Receipt**

All Tender Documents shall contain instruction to tenderers (ITT) addressing the way in which Tenders 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 delivered electronically, hand-delivered or posted by mail or courier services.

Tenders may be submitted in hard copy or electronic form depending on the instructions contained in the ITT.

Electronic Tender submission should be submitted via the BRAC eTender portal ([tender.brac.net](http://tender.brac.net)). The eTender system will keep the Tenders secure until the designated opening time. If an alternative method other than the BRAC eTender Portal is to be used, this must be approved by BPD and specified in the Tender Schedule.

Where Tenders are submitted in hard copy, the Tenderer shall enclose the original in one (1) envelope and duly marking the envelope as "ORIGINAL". The envelope 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).

Hard copy 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. When the Tenders are in large volume or envelopes and large and /or thick it is usually directly received by an assigned officer.

Tenders received after the deadline for the submission shall be returned to the tenderer unopened.

## **7.9 Tender Opening**

It is very important that the integrity of procedures for receiving and opening tenders be preserved. The Tender Opening shall be conducted as soon as reasonably possible after the Tender closing time. A standing tender opening committee (TOC), if felt necessary, may be formed if found feasible.

For OTM, The Tender opening procedure may be made public allowing representatives of Tenderers to be present. Where the Tender opening is to be public, the Tender Opening time shall be specified in the IFT

At the time for the opening of Tenders, the TOC will unlock the tender box, remove all Tenders and hand over the original to BPD for safe custody. In the case of tenders received electronically, the tender opening of the electronic submissions shall be done via the ERP.

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 Initial Comparative Statement for Tender, Form BPD 1-10, in Part II (II) (Section 6 of Appendix I).

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.

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)
- (ii) Record of Attendance – BRAC Officials (BPD1-7, to be uploaded into ERP as an attachment)
- (iii) Record of Attendance – Tenderers, only if public (BPD1-8, to be uploaded into ERP as an attachment)
- (iv) Statement of Tender Security (BPD1-9, generated by the ERP)
- (v) Initial Comparative Statement for Tenders (BPD1-10, generated by the ERP).

## **7.10 Tender Withdrawal or Modification or Substitution**

Prior to the tender submission date, a Tenderer may wish to withdraw, amend 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.

A Tender which clearly replaces all or part of one already submitted should be accepted provided that it arrives before the tender submission date and meets all the other requirements for receipt of tenders.

## **7.11 Tender Evaluation**

The examination and evaluation of tenders consists of at least three stages:

- (i) Examination of Tenders and assessment of Responsiveness,
- (ii) Evaluation of Tenders; and
- (iii) Post-qualification.

### **7.11.1 Tender Evaluation Committees (TEC)**

For procurements over the value of Tk. 2 crore, a Tender Evaluation Committee (TEC) shall be formed to undertake the evaluation of the Tenders. The TEC shall comprise:

- (i) Director Administration and Road Safety Programme who will act as the chair of the TEC;
- (ii) Concerned Programme Director;
- (iii) CFO; and
- (iv) Head of Procurement (Member secretary).

For procurements up to the value of Tk. 2 crore, a QEC shall undertake the evaluation of offers, with membership in accordance with the TOA.

In both cases, the chair of the TEC (QEC) can co-opt specialist member(s) in the committees depending on the requirement.

### **7.11.2 Examination of Tenders**

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.

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) Confirmation that all documentation requested in Tender Document has been provided; and
- (iv) Confirmation that each submitted document is complete in all respects.

### **7.11.3 Responsiveness of the Tenders**

The determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence. There is no requirement as to the minimum number of responsive Tenders.

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 are 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.

If a Tender is not substantially responsive to the Tender Document, it shall be rejected and shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation or omission. There shall be no requirement as to the minimum number of responsive tenders.

A Tender may be regarded as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements 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.

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.

#### **7.11.4 Evaluation of Tenders**

The purpose of the evaluation is to determine the ranking between substantially responsive tenders, in order to identify the Tender considered to represent the best value for money to BRAC.

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.

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

Where the Lowest Cost Compliant evaluation approach is used, the Tender that shall be determined to be the most advantageous and represent the best value for money shall be the Tender with the lowest evaluated Tender cost.

Where the Weighted Method evaluation approach is used, the successful Tender that shall be determined to be the most advantageous and represent the best value for money shall be the highest scoring Tender based on the evaluation methodology and criteria set out in the IFT.

The forms that will be required for evaluation are given in Section 8 of Appendix I in Part II (II).

#### **7.11.5 Post Qualification**

Before awarding the contract, post qualification is undertaken to determine whether the selected Tenderer is qualified to effectively carry out the contract. If the Tenderer has not previously been Enlisted, then a site visit is required and the Supplier must be Enlisted prior to purchase approval.

A Tenderer who does not meet the required qualification requirements will be rejected and a similar determination will then be undertaken regarding the next ranked Tenderer with the next most advantageous tender.

### **7.12 Award Criteria**

Subject to approval from the appropriate authority in accordance with the TOA, BPD shall award the contract to the Tenderer whose Tender is substantially responsive to the Tender Document, has been determined through the evaluation to represent the best value for money (i.e. the highest ranked) and has been determined to be qualified to perform the contract satisfactorily.

### **7.13 Purchaser's Right to Vary Quantities**

The purchaser may 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 thirty (30) 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.

### **7.14 Notification of Award**

The purchaser shall notify the successful Tenderer that its Tender has been accepted by issuing a Notification of Award Letter (NOAL) in the form (Form BPD 1-20 in Section 9 of Appendix I in Part II (II)). The NOAL shall be signed by the approver of the IFT/RFQ.

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.

The NOAL shall constitute a binding contract until a formal contract is prepared and executed.

### **7.15 Performance Security (PS)**

The successful Tenderer shall furnish the Performance Security (PS), if required, for the due performance of the contract in the amount of five (5) percent of the contract value or such other amount as specified in the IFT schedule. Performance Security is mandatory for all OTM and LTM except where approval is provided by the Director Administration and Road Safety Programme. The PS shall be deposited by the Tenderer within 7 days after issuing NOAL.

### **7.16 Formation of Contract**

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.

For a contract to be formed there must be an offer from one party and acceptance of that offer from the other party.

### **7.17 Contract Signing**

Within seven (7) days from the receipt of the PS the successful Tenderer shall sign, date and return the contract agreement to the purchaser. For BRAC, all contracts (not including PO's) should be signed by the BPD Head of Procurement.

## **7.18 Advance Payment**

To the extent possible, Advance Payment is discouraged and should only be used in exceptional circumstances. The recommendation for use of advance payment is to be taken from the Director Administration and Road Safety Programme and must be approved by the CFO. A Bank Guarantee (form included in the Standard Tender Documents Part II (II), Appendix I) must be taken against the advance payment.

## **8 Procedures for Enlistment of Suppliers**

The enlistment of suppliers shall be carried out through advertisement in newspaper and BRAC e-Tender / Procurement web portal. Enlistment will generally apply for a maximum period of two years. BPD will carry out the evaluation of the prospective suppliers.

The initial list of enlisted suppliers is to be done after approval from the Director Administration and Road Safety Programme. In addition, a potential supplier may apply to be enlisted at any time and have their application properly considered at the time of submission in accordance with the procedure.

Upon expiry of the enlistment, the enlistment of any group may be renewed by replacing the documents of the enlisted suppliers with the updated ones. Where an enlistment is updated in this manner, no other processes shall be repeated (such as advertisement, etc.). Any new application received in relation to the group may be assessed during the renewal of enlistment and, if found to be fit, the applicant may be enlisted at the same time.

To determine the listing through the Enlistment process, the following parameters should be taken into account as appropriate. Suppliers shall demonstrate that they possess:

- (i) the professional and technical qualifications and experience to supply the applicable goods and related service and/or provide non-consulting services (refer to Section 8.1);
- (ii) Prior experience of the goods and related service / non-consulting services for which they are applying;
- (iii) satisfactory production/manufacturing/qualified staff capacity, where necessary;
- (iv) after-sales service, where necessary;
- (v) managerial capability, where necessary;
- (vi) satisfactory financial resources (refer to Section 8.2);
- (vii) satisfactory reputation for diligent and non-problematic performance of contracts, for example repeated arbitration or legal proceedings against the Tenderer taints its reputation (refer to Section 8.3);
- (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 (refer to Section 8.4).

In order to verify that a potential supplier meets the requirements specified above, BRAC will check the documentary evidence or other information provided by the Supplier and also may obtain relevant information from relevant authorities or organizations that relating to the potential Supplier. This verification for Supplier Enlistment includes the forms contained in Appendix IV (List of Compliance Documents) and Appendix V (Supplier Information Review Forms) of Part II (V). Site visits shall be undertaken for verification of the Supplier, however this may be waived

by the BPD Head of Procurement for Suppliers that are known to BRAC (e.g. have a record of previously supplying BRAC).

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 exercise judgment to determine business capability and suitability of a supplier and deal with situations that may arise from time to time. Where appropriate, additional criteria may be added the specific LTM document.

### **8.1 Professional and Technical Capacity**

To prove their professional and technical capacity, suppliers shall:

- (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 and its measures for ensuring quality (if required), 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 BRAC;
- (v) provide description, samples and/or photographs of the product / service to be supplied, 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.

### **8.2 Financial Capacity**

To prove their financial capacity, suppliers shall:

- (i) provide appropriate statements from bankers of the firm's financial resources;
- (ii) provide 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 (if required); and
- (iii) provide a 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 (if required).

### **8.3 Legal Capacity**

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.

### **8.4 Taxation Obligations**

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); and
- (ii) VAT registration number or Business Identification Number (BIN).

## **9 Limited Tendering Method (LTM)**

As detailed in the Thresholds, LTM is shall be used for procurement with a value over Tk 50 lac and up to Tk 2 crore.

Where LTM is to be implemented for procurement over Tk 2 crore, a Method Change Request Form must be developed and approved to justify and explain the change in method of LTM over OTM.

Processing and evaluation of tenders shall be in accordance with OTM, expect for the following variations:

- (i) LTM shall be undertaken by obtaining Tender submissions from Enlisted Suppliers, or in the case of no Enlistment then a potential bidders' list of at least 3 bidders that have been approved by both the BPD Director Administration and Road Safety Programme and the Director of the respective Programme / Enterprise, through the eTender portal. The invitation shall be made without discrimination (i.e. all the enlisted firms or suppliers shall be invited to tender);
- (ii) The time allowed for submission of tenders under LTM shall be not less than 7 (seven) days; and
- (iii) The Lowest Cost Compliant evaluation method (refer to Section 7.4) shall be used for all LTM as the Enlistment process is used.
- (iv) If the recommended Supplier has not previously been Enlisted, then a site visit is required and the Supplier must be Enlisted prior to purchase approval.

## **10 Quotation Method (QM)**

BRAC may undertake procurement by means of the QM for low value goods and related services and non-consulting services that are readily available, standard off-the-shelf commodities and which more competitive methods are not justified on the basis of cost or efficiency.

The value of goods and related services / non-consulting services to be procured under QM shall be over Tk 2 lac to up to Tk 50 lac.

### **10.1 Sending RFQ to the Suppliers**

The RFQ must be sent to a minimum of 3 (three) Suppliers. All efforts shall be made to always obtain and compare at least three quotations to establish price reasonableness. Requests for quotations from only 2 Suppliers are only allowed where evidence satisfactory to BPD can be provided to justify that there are only two reliable sources of supply. A sample RFQ format for goods and non-consulting services is provided in BDP 2-1 (Part II (II), Appendix II).

It is possible that not all the suppliers invited will respond to the RFQ. It is therefore advisable to initially request more than three quotations in order to minimize the risk of getting only one or two quotations. It must be ensured that the concerned suppliers have received such RFQs, and such records or evidence shall be preserved in the files of the purchaser's office.

The concerned officers of BRAC must exercise due diligence to satisfy themselves that the Suppliers invited to quote are reputable and are suppliers of the goods or services being purchased as part of their normal business. Suppliers registered in the Supplier Database within the ERP (refer to Section 15.1) shall be the first point to identify potential Suppliers to be invited to the RFQ. Information regarding past performance of the Suppliers contained in the Supplier Database shall be considered when determining the selected suppliers.

RFQ's shall be requested via the eTender portal, or where Suppliers do not have capability to receive via the eTender portal by letter, fax, telex or electronic messaging (with proof of receipt and record keeping). The issuing, amendment or cancellation of the RFQ shall be approved by BPD officer Grade 7 or above.

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.

The submission time for QM should reflect the value and complexity of the requirement and provide the Suppliers with a reasonable time to respond. For simple, low value procurements a minimum of 3 days shall be allowed, however this should be longer for higher value or more complex procurements up to a period of 5 days, or more if appropriate. Suppliers submit their quotations either via the eTender portal, or where Suppliers do not have capability to submit via the eTender portal in writing by fax, telex, letter, or electronic messaging (copies to be kept for the records).

If by the requested date fewer than three (3) quotations are received, a time extension of up to five (5) days may be implemented by the responsible procurement officer and additional suppliers may be provided with the QM document.

If after expiry of the extended date there is still fewer than three (3) quotations received, then the purchaser may proceed with the procurement process on the basis of the available quotations, subject to a price verification to establish whether or not the offered prices are consistent with market prices. In the case of extreme urgency, comparison and contracting based on price verification may also be done without granting a time extension.

## **10.2 Evaluation of Quotations**

Immediately after opening of the quotations, the QEC (as per the membership set out in the TOA) shall complete the 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.

Pursuant to Clause 12 below, the QEC may recommend negotiations either with the highest ranked bidder, or more bidders in order of ranking (e.g. ranked 1, 2 and 3).

## **10.3 Issuing Purchase Order**

The Purchase Order shall be approved and created via the ERP.

For QM, the Purchase Order may be issued, amended, extended or cancelled by BPD officer Grade 7 or above. For LTM and OTM, the Purchase Order may be issued, amended, extended or cancelled by BPD Head of Procurement.

## **11 Direct Purchasing Method (DPM)**

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 set out in Section 6.4.1. However, this method shall under no circumstances be used as a means of avoiding competition or for favouring any particular tenderer.



## 11.1 Threshold

DPM may be used where the value of the goods and related services / non-consulting services to be purchased is so low that to conduct an OTM, LTM or even a QM would not be cost effective. The financial limit for DPM procurement is unit prices up to Tk 50,000 and total value up to Tk 200,000. Post facto sanction for these purchases, including the DPM exceptions in 11.2, is to be taken from BPD Grade 7 or above.

DPM may also be conducted for goods and related services and non-consulting services above the threshold of Tk 2 lac for the exceptions set out in Section 11.2, or where a Single Source Request Form (Form BPD-SSS) has been approved to authorise the use of a single source outside of the threshold (refer to Section 4.2) as described in Section 11.3.

## 11.2 Exceptions

DPM may be conducted for the following circumstances:

- (i) 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 BEP goods.
- (ii) 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, up to 30% of the original PO value within 6 months of the issue of the original PO, subject to agreement by the Supplier and approval from the Head of Procurement. The additional deliveries may be used for any programme / department / enterprise of BRAC that requires the same supplies, not only the requestor of the original PO, however the requestor of the original PO shall have the first right to any additional deliveries and should be consulted with to confirm if they have any additional requirements before additional deliveries are used for another department / programme / enterprise.
- (iii) For occasional purchases of perishable commodities, such as fresh fruit, 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.
- (iv) For the purchase of emergency goods and related services / non-consulting services for humanitarian crisis or natural crisis (flooding, typhoons, etc.) within Bangladesh when time is most critical.
- (v) To purchase BRAC sponsored vegetable, fruits, floriculture, and horticulture items etc. for eventual export overseas. This is where 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 (i) above), for example collecting wastepaper from BRAC operations to provide to poor programme participants who turn it into recycle the paper and produce envelopes from it which BRAC then buys.

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

- (vi) For proprietary items that are only available from one (1) source and there is genuinely no alternative product or Supplier available.

- (vii) 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).
- (viii) In terms of BRAC's construction department, such exception shall apply in situations of Building maintenance (electrical problems, leakages, piping, and similar occurrences) which, if not attended to immediately, would endanger staff, property or equipment in such buildings.
- (ix) For procurement of goods and related services / non-consulting services under a declared pandemic situation (such as COVID-19 or any other future pandemic) where there is limited supply, or suppliers, or time is critical.

All use of DPM for the above exemptions shall be approved by BPD management in order to ensure that there is no abuse of the exemptions.

### **11.3 Single Source Selection for Goods and Non-Consulting Services**

BRAC may procure goods and related services or non-consulting services from one single source over the threshold for DPM and outside of the exceptions in Section 11.2 where a Single Source Request Form (BPD-SSS in Part II (IV), Appendix IV) has been approved. The Single Source Request Form must be approved by:

- (i) The Chief Financial Officer for procurements up to Tk 2 crore; or
- (ii) For procurements over Tk 2 crore, The Executive Director, for non-enterprise procurement, or the Managing Director, for enterprise procurement.

The Single Source Request Form must detail the reason why sole sourcing is required and how it will be ensured that value for money will be achieved, these reasons may include:

- (i) a genuine emergency where time is critical and there is not sufficient time to undertake the specified method (such as OTM, LTM or QM);
- (ii) The manufacturer/importer/distributor requires permission by the respective ministry of the People Republic of Bangladesh for the goods / services;
- (iii) Market analysis has identified that there is genuinely only one supplier that is qualified / capable to provide the goods or non-consulting services;
- (iv) the work is follow on work where knowledge / experience gained from the previous work, or consistency in products used previously, is important for effective delivery or operation, however the engagements must genuinely be separate pieces of work and must not be one piece of work that has been broken down into smaller parts in order to fit under the threshold (order splitting); or
- (v) Repair services or parts are unavailable from any other source except original equipment manufacturer or their designated servicing dealer.

Single Source Selection for goods and non-consulting services may be conducted using either the Standard Tender Documents or the Standard Request for Quotation documents contained in Part II (II) as appropriate depending on the complexity and value of the procurement. The invitation shall be requested via the eTender portal, or where the Supplier does not have capability to receive via the eTender portal by letter, fax, telex or electronic messaging (with proof of receipt and record keeping). The minimum period allowed for the supplier to submit a response shall be 3 days, however this should be longer for higher value or more complex procurements (for example 5 days or more if considered appropriate).

Refer to Part II (II), Appendix IV for further details on the steps undertaken for Single Source Selection for goods and non-consulting services.

## 12 Consulting Services

Consulting services are procured through a Request for Proposals (RFP), which 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). As set out in Section 6.4, the following methods may be used for Consulting Services:

- (i) Quality and Cost Based Selection under open tendering (QCBS-O), including its variation International Competitive Tendering (ICT) where applicable;
- (ii) Quality and Cost Based Selection under limited tendering (QCBS-L);
- (iii) Proposal Method (PM), where proposals are invited from a minimum of three (3) selected qualified firms; and
- (iv) Single Source Selection (SSS).

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

Generally, the processes set out for OTM and LTM also apply to the procurement of consulting services, except for the following:

- (i) Consulting Services may not be procured as field procurement, all Consulting Services shall be procured by BPD;
- (ii) The specific procurement processes applicable for Consulting Services as set out in sections 12.2, 12.3, 12.4, 12.5 and 12.6 below;
- (iii) PTN shall be limited to the proposal achieving the highest score in the combined technical and financial evaluation;
- (iv) Tender and Performance Guarantees are not used for the procurement of Consulting Services;
- (v) 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.).

### 12.1 Terms of Reference

The Terms of Reference (TOR) are a key document in the procurement of Consulting Services, both for BRAC and the invited consultants. A good, well prepared TOR will enable consultants to provide responsive proposals, will facilitate BRAC's technical evaluation process and will help to ensure the services delivered meet BRAC needs.

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

- (i) Background information;
- (ii) Objectives of the assignment, both general and specific;
- (iii) Scope of the required consultancy services;
- (iv) Expected outputs and results;
- (v) Risk and assumptions, if applicable;
- (vi) Activities, where applicable;
- (vii) Period of execution and geographical area to be covered (location of the consultancy);
- (viii) Personnel required and description for each expert to be consistent with the evaluation grid in the RFP (PDS);
- (ix) Reporting requirements;

- (x) Monitoring and evaluation, where applicable; and
- (xi) 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.).

## **12.2 Quality and Cost Based Selection (Open Tendering)**

QCBS-O must be applied where the estimated value of any resulting contract is more than Tk. 2 crore. QCBS-O may also be applied when the estimated contract value is less than Tk. 2 crore, for example in situations where potentially interested consultants are not known, where open competition is important, or high-complexity procurements.

QCBS under Open Tendering (QCBS-O) is undertaken by inviting consulting firms through an open market invitation. This may be done via:

- (i) A two-stage process where an open market Expression of Interest (EOI) is undertaken to select a shortlist of consultants to be invited to respond to the RFP; or
- (ii) A one-stage process where an RFP is issued directly to the open market.

### **12.2.1 Two-Stage QCBS-O (EOI followed by RFP)**

The two-stage process consists of an initial Call for Expressions of Interest, from which a short-list of at least 3 consultants will be selected to be issued the RFP. If the assessment of the received EOIs produces less than 3 qualified suppliers, BRAC may add qualified firms from their own or donors' databases. The two-stage QCBS-O consists of the following steps:

- (i) Preparation of Terms of Reference.
- (ii) Placement (advertising) of the Call for Expressions of Interest (Part II (III), Appendix I, Form BPD 5-2).

The advertising shall widely follow the advertising guidelines set out for OTM (7.2), 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 are unlikely to respond. If BRAC or Donor Agencies (BRAC may approach donor agencies for assistance, if so required in BRAC's opinion) are aware of consulting firms that they believe would be qualified, they may be contacted and advised of the advertised EOI.

The minimum period allowed for interested consultants to respond with an expression of interest shall be 28 days from the date of the first advertisement. If electronic submission of expressions of interest is permitted this period may be shortened to not less than 15 days.

- (iii) Evaluation of all EOI's received and short-listing of a minimum of 3 consultants which have been determined to be the best qualified.
- (iv) The evaluation shall only assess the received EOI's against the information contained in the Call for EOI. It is therefore important that the advertisement contains sufficient information to enable consulting firms to provide responsive EOI responses and for the evaluation team to have sufficient merits for the assessment of the received proposals.
- (v) The assessment can include the firms' response in terms of:
  - a. understanding of the required services;
  - b. description of similar assignments;

- c. experience in similar conditions, for similar projects and in developing countries; and
  - d. general qualifications and availability of appropriate skills among staff.
- (vi) The invitation and RFP document (Part II (III), Appendix II) is issued to the short-listed consultants. The RFP document shall be distributed electronically and preferably in PDF-format.

The minimum period allowed for the short-listed consultants to respond to the RFP shall be 21 days from the date of distribution of the RFP document.

- (vii) Receipt and opening of the proposals received. 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.
- (viii) Technical evaluation of all received proposals (Part II (III), Appendix III, Section 2) shall be undertaken. Only information contained in the RFP (including TOR) shall be used for evaluation purposes.
- (ix) Upon completion of the technical evaluation, the financial proposals shall be opened. The opening of the financial proposals may be held publicly, with the shortlisted consultants invited to attend the opening of the financial proposals.
- (x) Financial and combined evaluation of the proposals that met the minimum technical score (Part II (III), Appendix III, Section 4), resulting in a recommendation for award of contract.
- (xi) Contract negotiations to be undertaken as required.

#### **12.2.2 One-Stage QCBS-O (RFP only)**

The one-stage process consists of an RFP being issued to the open market. The one-stage QCBS-O consists of the following steps:

- (i) Preparation of Terms of Reference.
- (ii) Placement (advertising) of the RFP (Part II (III), Appendix I, Form BPD 5-2B). The RFP document used is as per (Part II (III), Appendix II)  
The advertising shall widely follow the advertising guidelines set out for OTM (7.2), 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 are unlikely to respond. If BRAC or Donor Agencies (BRAC may approach donor agencies for assistance, if so required in BRAC's opinion) are aware of consulting firms that they believe would be qualified, they may be contacted and advised of the advertised RFP.
- (iii) The minimum period allowed for interested consultants to respond to the RFP shall be 21 days from the date of the first advertisement.
- (iv) Receipt and opening of the proposals received. 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.



- (v) Technical evaluation of all received proposals (Part II (III), Appendix III, Section 2) shall be undertaken. Only information contained in the RFP (including TOR) shall be used for evaluation purposes.
- (vi) Upon completion of the technical evaluation, the financial proposals shall be opened. The opening of the financial proposals may be held publicly, with the shortlisted consultants invited to attend the opening of the financial proposals.
- (vii) Financial and combined evaluation of the proposals that met the minimum technical score (Part II (III), Appendix III, Section 4), resulting in a recommendation for award of contract.
- (viii) Contract negotiations to be undertaken as required.

### **12.3 Quality and Cost Based Selection (Limited Tendering)**

QCBS under Limited Tendering (QCBS-L) does not require advertising, instead the Purchaser will select a short-list of at least 3 qualified consultants. The selection of the short-listed consultants shall only be conducted by BPD and departments/programmes/enterprises, who may obtain external advice/help in doing so (e.g. request bilateral donors to make available long-lists from their rosters). Consultants registered in the Supplier Database within ERP shall be the first point to identify potential Suppliers to be invited to the RFQ. Information regarding past performance of the Consultants contained in the Supplier Database shall be considered when determining the selected suppliers.

QCBS-L must be applied where the estimated value of any resulting contract is more than Tk 50 lac up to Tk 2 crore. However, QCBS-L may also be applied when the estimated contract value is less than 50 lac, e.g. in situations where sufficient time is available and/or where competition is important.

QCBS-L consists of the following steps:

- (i) Preparation of Terms of Reference.
- (ii) Short-listing of at least 3 qualified consultants which are considered best qualified.
- (iii) Issue of the invitation and RFP document (Part II (III), Appendix II) is issued to the short-listed consultants. The RFP document shall be distributed electronically and preferably in PDF-format.

The minimum period allowed for the short-listed consultants to respond to the RFP shall be 21 days from the date of distribution of the RFP document.

- (iv) Receipt and opening of the proposals received. 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.
- (v) Technical evaluation of all received proposals (Part II (III), Appendix III, Section 2) shall be undertaken. Only information contained in the RFP (including TOR) shall be used for evaluation purposes.
- (vi) Upon completion of the technical evaluation, the financial proposals shall be opened.
- (vii) Financial and combined evaluation of the proposals that met the minimum technical score (Part II (III), Appendix III, Section 4), resulting in a recommendation for award of contract.
- (viii) Contract negotiations to be undertaken as required.



## 12.4 Evaluation and Selection

The evaluation team shall consist of staff from BPD as well as the department/programme/enterprise for which the consulting services are procured.

The evaluation shall be split into two stages. The first is the technical evaluation, where the evaluators shall not know the price of each proposal. Following completion and approval of the technical evaluation, the financial evaluation and combined evaluation shall take place. Refer to Part II (III), Appendix III, Section 2 and Section 4 for further details of the technical evaluation and financial evaluation.

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.

## 12.5 Proposal Method (PM)

BRAC may undertake procurement by means of the Proposal Method (PM) for the procurement of consulting services up to the value of Tk 50 lac.

Under the PM, the RFP document is issued to a minimum of three (3) consultants that have been identified as being capable to deliver the consulting services. Consultants registered in the Supplier Database within the ERP (refer to Section 15.1), or that have previously provided services to BRAC, shall be the first point to identify potential consultants to invite to respond to the RFP, in addition to other consultants known in the market. The concerned officers of BRAC must exercise due diligence to satisfy themselves that the consultants invited to submit a proposal are reputable and genuinely capable of delivering the consulting services being procured. Information regarding past performance of the consultants shall be considered when determining the consultants to be invited.

It is not required that a minimum of (3) consultants submit proposals for assessment, however all efforts shall be made to always obtain and compare at least three proposals to establish price reasonableness. It is therefore advisable to initially request more than three quotations in order to minimize the risk of getting only one or two quotations. It must be ensured that the concerned consultants that have received such RFPs, and such records or evidence shall be preserved in the files of the purchaser's office.

PM consists of the following steps:

- (i) Preparation of Terms of Reference.
- (ii) Short-listing of at least 3 qualified consultants which are considered best qualified.
- (iii) Issue of the invitation and RFP document (substantially in the form of the document contained in Part II (III), Appendix II, however with modifications to the PDS as set out in Part II (III), Appendix IV, is issued to the short-listed consultants. The RFP document shall be distributed electronically and preferably in PDF-format.

The minimum period allowed for the short-listed consultants to respond to the RFP shall be 14 days from the date of distribution of the RFP document.

If by the closing date for the submission of proposal fewer than three (3) proposals are received then, at the discretion of BPD management, either an extension of time may be granted, or they may proceed with the procurement process on the basis of the available quotations.

- (iv) Technical evaluation of all received proposals shall be undertaken to determine those which meet the requirements and pass to the financial evaluation. Only information contained in the RFP (including TOR) shall be used for evaluation purposes.

- (v) Upon completion of the technical evaluation, the financial proposals shall be opened and assessed.
- (vi) Contract negotiations to be undertaken as required.

Refer to Part II (III), Appendix IV for further details regarding the PM process.

#### **12.5.1 Evaluation of Proposals under PM**

Immediately after opening of the quotations, the evaluation team shall complete the evaluation of the proposals received. The evaluation of the proposals under PM shall be based on the Lowest Cost Compliant method that assesses compliance of the proposal against the requirements of the RFP and TOR and the total price.

The proposal that shall be determined to be the most advantageous and represent the best value for money and therefore recommended for award, shall be the proposal with the lowest total price that meets the requirements of the RFP and TOR.

Pursuant to Clause 13 below, negotiations may be undertaken with the recommended consultant as required.

#### **12.6 Single Source Selection for Consulting Services**

Single Source Selection (SSS) may be used for procurement of consulting services where a Single Source Request Form (Form BPD-SSS, Part II (IV) - Appendix IV) has been approved. The Single Source Request Form must be approved by:

- (i) The Chief Financial Officer for procurements up to Tk 2 crore; or
- (ii) For procurements over Tk 2 crore, The Executive Director, for non-enterprise procurement, or the Managing Director, for enterprise procurement.

The Single Source Request Form must detail the reason why sole sourcing is required and how it will be ensured that value for money will be achieved, these reasons may include:

- (i) a genuine emergency where time is critical and there is not sufficient time to undertake QCBS-O, QCBS-L and PM;
- (ii) where there is genuinely only one specific consultant qualified to do the job, for example where proprietary intellectual property is required; or
- (iii) the work is follow on work where knowledge gained from the previous work is important for effective delivery of services (i.e. re-appointment of consultant for further work following on from a previous engagement). However, the engagements must genuinely be separate pieces of work and must not be one piece of work that has been broken down into smaller parts in order to fit under the threshold (order splitting).

SSS consists of the following steps:

- (i) Approval of a Single Source Request Form.
- (ii) Preparation of the Terms of Reference.
- (iii) Invitation issued to the selected consultant (firm or individual) including:
  - a) Terms of Reference;
  - b) Financial Proposal Sheet (Form BPD 6-1); and
  - c) the Draft Contract (in principle the same contract forms as used for QCBS may also be used for SSS however, 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).

- (iv) The minimum period allowed for the selected consultant to respond with a proposal shall be 7 days from the date of invitation.
- (v) Verification of technical proposal (if any) against the terms of reference and also the financial proposal; and
- (vi) Contract negotiations, including negotiation of the financial proposal is explicitly permitted for SSS.

## 13 Post Tender Negotiations and Guidelines for PTN

Post Tender Negotiations (PTN) may be conducted by BPD (for all methods) where the Tendered price for the highest ranked Tender:

- (i) has been identified to be above the price generally available in the market;
- (ii) is greater than the budget; or
- (iii) is greater than the last purchase price, where the last purchase price was within the last 3 months.

For technical items a subject matter expert may be included in the negotiations.

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 benefit.

PTN may:

- (i) be conducted either with only with the highest ranked bidder, or more bidders in order of ranking.
- (ii) be conducted either via written correspondence, or by meeting in person. The preferred approach is via written correspondence as this provides greater transparency as to the communications and less risk of inappropriate communication. If PTN is undertaken verbally (i.e. phone call) then this must be confirmed in writing (i.e. email).
- (iii) include price, delivery time, partial shipments, quantities, packaging, specifications, and scope of services. Items to be included in the PTN must be clearly recommended by the TEC / QEC and may not be changed once approved or during the negotiations.

**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) 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.

**PTN must be a controlled and documented process.** It should not be used automatically on all procurement and before commencing PTN, the following must be met:

- (i) There must be a considered and soundly based prospect of improving value for money;
- (ii) It must be possible to justify the resource costs;
- (iii) The decision to undertake PTN must be approved by BPD senior management;
- (iv) The BPD staff member shall lead the negotiation process;

- (v) PTN may be conducted by the TEC/QEC (for OTM) and respective BPD officer (for other methods); and
- (vi) The negotiations must be fully documented so that a clear audit trail is left.

**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.

## 14 Complaints and / or Appeals for Review

A Tenderer / Supplier / Consultant who claims to have suffered, or who may suffer, loss, damages or injustices due to a breach of process or a duty imposed on the related BRAC officials by the BPGIP, may submit a complaint or appeal for review of a decision made by BRAC with respect to a procurement process. However, both the choice of procurement method for the procurement and a decision to reject all tenders shall not be considered basis for a complaint or appeal.

The Tenderer/Supplier/Consultant (the Complainant) shall submit the complaint/appeal for consideration through the three stages in consecutive order, e.g. Director Administration and Road Safety Programme, the Executive Director, and the Ombudsperson. The complaints / appeals process shall follow the following steps:

- (i) The Complainant shall submit its complaint, in writing within ten (10) working days of when they became aware of the circumstances giving rise to the complaint. This should be supported by material evidence.
- (ii) The Complainant shall submit their complaint in the first instance, to the Director Administration and Road Safety Programme, BRAC. The Director Administration and Road Safety Programme 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 Complainant 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.
- (iii) While a complaint is being considered at any level,, the tender examination, evaluation and approval process will continue, but the Notification of Award Letter (NOAL) shall not be issued until after the decision on the complaint has been received or the supplier does not pursue the complaint at higher level
- (iv) If the Complainant is not satisfied with the written decision or fails to receive the written decision within the specified time period stated at (ii) and wishes to pursue the complaint, they shall within 10 working days after the date of receipt of the written decision, address the same complaint in writing to the Executive Director, BRAC.
- (v) The Executive Director, 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.
- (vi) If the Complainant is not satisfied with the written decision of the Executive Director, BRAC or fails to receive the written decision from him within the specified time period stated at (v) and wishes to pursue the complaint, they shall

within 15 working days from the date of receipt of the decision shall address the same complaint in writing to the Ombudsperson, BRAC.

- (vii) The Ombudsperson, 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 Ombudsperson 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 Executive Director, BRAC, and Director Administration and Road Safety Programme, BRAC.
- (viii) The decision of the Ombudsperson shall be final and concerned purchaser/officials shall act upon such decision immediately.

## 15 Vendor (Supplier) Management

The purpose of the Vendor Management processes is to ensure that BRAC has sustainable working partnership with its Suppliers, Suppliers are performing according to the requirements stated in the contracts and purchase orders and conforming to all of the terms and conditions.

The Vendor Management processes ensure that the Suppliers and the services they provide are managed using a consistent and uniform approach to support BRAC's operational objectives and countrywide operation. Vendor Management incorporates:

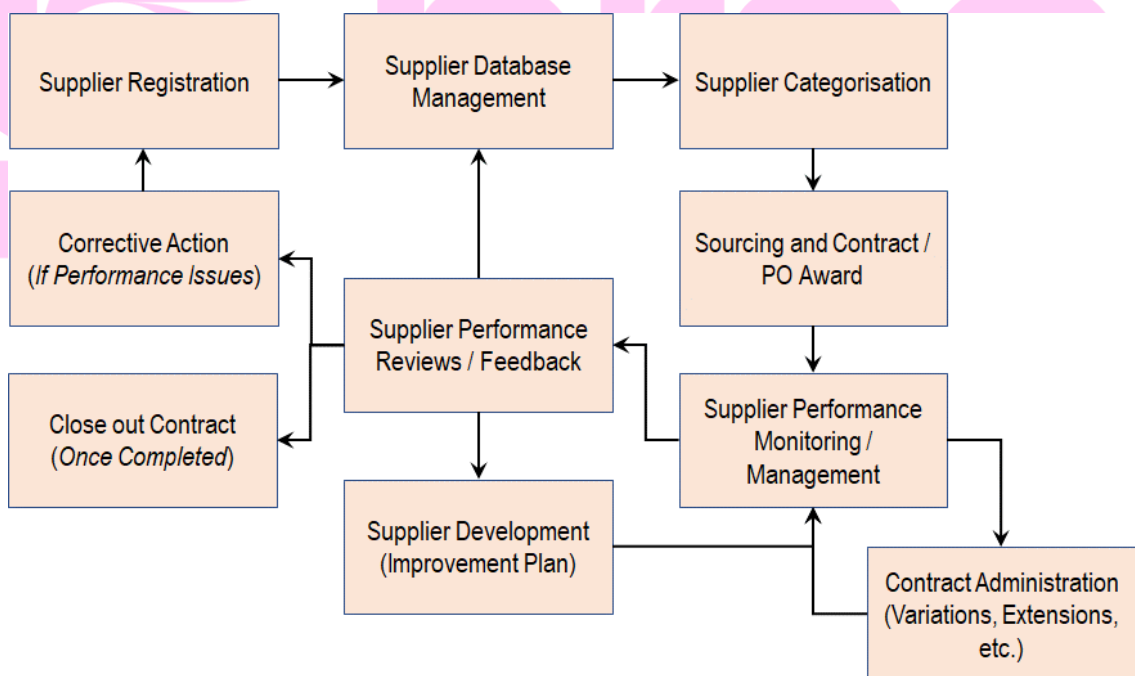
- (i) Supplier Base Management covering the maintenance of data relating to BRAC's Supplier and categorization of Suppliers based on their contribution and risk to BRAC's operations to ensure BRAC engage with high quality Suppliers that perform;
- (ii) Supplier Relationship Management comprising a set of overarching principles to manage Suppliers based on their categorisation and based on the need of BRAC. The relationship objectives beyond the purchase orders are broadly defined and maintained here;
- (iii) Contract Management to ensure that contract information is effectively maintained, contractual performance and compliance is managed, and disputes are resolved effectively;
- (iv) Supplier Performance Management where uniform processes are used to monitor and measure Supplier performance and seek continuous improvement, performance information is used to inform future treatment and selection of Suppliers; and
- (v) Supplier Development to lift the capability, maturity and performance of Suppliers and ensure they remain fit to supply to BRAC.

Each Vendor Management element consists of various activities that combine to achieve the key purpose of the Vendor Management process. The following table lists these activities:

Process Phase	Activities
<b>Supplier Base Management</b>	<ul style="list-style-type: none"><li>• Supplier Registration</li><li>• Supplier Database Management</li><li>• Supplier Categorisation</li><li>• Supplier Ban / Debar</li></ul>

Process Phase	Activities
<b>Supplier Relationship Management</b>	<ul style="list-style-type: none"> <li>• Strategy for Supplier Partnership Selection</li> <li>• Supplier Relationship Meetings</li> <li>• Supplier Partnership Management</li> </ul>
<b>Contract Management</b>	<ul style="list-style-type: none"> <li>• Monitoring of Contractual Compliance</li> <li>• Management of Variations / Extension</li> <li>• Contractual Dispute Handling</li> <li>• Termination</li> <li>• Contract Close-out</li> </ul>
<b>Supplier Performance Management</b>	<ul style="list-style-type: none"> <li>• Supplier Performance Monitoring</li> <li>• Supplier Performance Reporting</li> <li>• Supplier Escalation Management</li> <li>• Supplier Performance Review</li> </ul>
<b>Supplier Development</b>	<ul style="list-style-type: none"> <li>• Feedback Process</li> <li>• Supplier Improvement Plans</li> </ul>

The following diagram illustrates the Vendor Management process flow.



## 15.1 Supplier Base Management

Supplier Base Management comprises the following activities:

- (i) Supplier Registration
- (ii) Supplier Database Management
- (iii) Supplier Categorization
- (iv) Supplier Ban



### 15.1.1 Supplier Registration

All Suppliers and prospective Suppliers to BRAC must register their details into the ERP through the Supplier portal. The Supplier Registration process captures key information regarding the supplier in order to populate the Supplier database. This information includes the information set out in the List of Compliance Documents for Vendor Enlistment in Part II (V), Appendix IV, and details regarding the categories of goods / services provided by the Supplier.

### 15.1.2 Supplier Database Management

The purpose of the Supplier Database within ERP is to capture important information regarding BRAC's Suppliers and prospective Suppliers, including performance, in order to provide BRAC with a comprehensive list of Suppliers that may be selected for procurement activities, such as QM and QCBS-L.

The Supplier Database within ERP is initially populated with the information contained from the Supplier Registration. Where Suppliers are engaged to provide goods/services to BRAC, the Supplier Database will be updated with the applicable information relating to Enlistment, contracts awarded, Supplier performance information, Supplier Ban, etc. to ensure up to date information on the Suppliers and their performance is available to inform sourcing activities.

### 15.1.3 Supplier Categorisation

Although each Supplier is engaged to provide certain goods or services needed for BRAC, the amount of time and effort dedicated to managing them will vary based on the value and importance of the category to BRAC. A list of categories is maintained in Part II (V) Appendix I of this procedure. The list will be reviewed and updated periodically to align with actual work orders issues.

Lists of contracts and work orders given to each supplier shall be maintained in the ERP. Within each category, registered Suppliers shall be grouped into four classifications based on two parameters, as illustrated below:

Criteria		Classification			
Is the Supplier easily replaceable or critical to BRAC operations?	No	Yes	No	Yes	
	Yes	Yes	No	No	
Is the annual spend with this Supplier above Tk. 20 million?		Yes	No	Yes	No
Supplier Classification		Strategic	Major	Niche	Tactical

#### 15.1.3.1 Strategic Suppliers

These Suppliers provide services that are critical to BRAC's performance within enterprise or development sector. The product or services provided by these suppliers have a direct impact on:

- (i) margin and profitability of BRAC enterprises; and/or
- (ii) quality and capability of BRAC development programs.

Strategic Suppliers are often characterised as having few or no competitors and have deep subject matter expertise in their field of operation. Generally, the volume of business with them is also large. Relationship with strategic Suppliers should be given

maximum attention. These Suppliers are candidates for significant 'partnering' relationships that shall be managed and owned at a senior management level within BRAC and the Supplier and shall involve regular and frequent contract and performance reviews. The responsible BPD procurement team should make relevant senior management aware of the criticality of these Suppliers and possible alternatives.

Basic characteristics of Strategic Suppliers are:

- (i) Annual spend value over Tk. 20 million;
- (ii) Products or services are not readily available in the market;
- (iii) Business critical in nature with no or very few alternative Supplier options; and
- (iv) Technically complex or high risk, with high switching barrier/cost.

#### **15.1.3.2 Major Suppliers**

These Suppliers have large volume business with BRAC, but the nature of service or goods provided are more of commodity type that is low risk or low complexity. If their service or product fails, it will certainly have an impact on BRAC, however it would not be catastrophic. Often another can replace one such Supplier since they provide similar services. These Suppliers shall be managed and owned by the team responsible within BRAC and the Supplier and shall involve regular and frequent contract and performance reviews.

Basic characteristics of Major Suppliers are:

- (i) Annual spend value over Tk. 20 million;
- (ii) Products or services are readily available in the market;
- (iii) Not business critical in nature but few alternate Supplier options; and
- (iv) Medium or low switching barrier/cost.

#### **15.1.3.3 Niche Suppliers**

These Suppliers provide a unique service or product that is either not readily available from any other source or the competitors' products and services are no match for the Supplier in question. Such Suppliers' are mini-monopolies or oligopolies in nature. The service or product they provide to BRAC is of high value and importance to BRAC. Usually volume of business with them is not large as it is with Strategic or Major Suppliers. However, while value may not be as high, if it is not available then it can have a significant impact on BRAC and the impact has to be minimized by searching for an alternative solution either in-house or from the market. These Suppliers shall be managed and owned by the team responsible within BRAC and the Supplier and shall involve regular contract and performance reviews.

Basic characteristics of Niche Suppliers are:

- (i) Annual spend value below Tk. 20 million;
- (ii) Products or services are not readily available in the market;
- (iii) Relatively high level of importance but very few alternate Supplier options;
- (iv) High to medium technical complexity / risk and switching barrier/cost

#### **15.1.3.4 Tactical Suppliers**

These Suppliers provide countless goods and services to BRAC, but the goods / services are of low importance. Their success or failure has little impact to BRAC and one such Supplier can easily be replaced with other Suppliers that offer the same product or services. They usually have low value of business compared to other Supplier classes. These Suppliers shall be managed and owned by the team

responsible within BRAC and the Supplier and shall involve annual contract and performance reviews.

Basic characteristics are

- (i) Annual spend value below Tk. 20 million
- (ii) Products or services are readily available in the market;
- (iii) Not business critical in nature with many alternate Supplier options; and
- (iv) Low technical complexity and switching barrier/cost.

#### **15.1.4 Supplier Ban / Debar**

If it is demonstrated during a procurement process that a Supplier, or Suppliers, has indulged in corrupt, fraudulent, collusive, or coercive practices, the bid of such Supplier(s) shall be rejected and banned for future business with BRAC for a period of three (3) years.

BRAC may ban (permanent) or debar (temporary / periodic) a Supplier for future business if the Supplier fails to supply goods or services as per standards as prescribed in the contract / PO, or to the satisfaction of BRAC and its representative(s). BRAC should reserve the right to suspend a PO, refuse to take further delivery, demand compensation and deduct from any Bank Guarantee submitted, where corrupt, fraudulent, collusive, or coercive practices are observed, or the failure to provide the required standard products/services are observed.

The Supplier Ban forms are contained in Part II (V), Appendix VII. BRAC procurement may initiate suspension of business dealing with any Supplier for period of six (6) months to two (2) years based on:

- (i) A validated complaint from a programme or enterprise against the unsatisfactory, inferior, or substandard service / product given by a Supplier (i.e. breach of contract / obligation);
- (ii) Recommendation received from internal audit, risk or legal department based on the fact of the case gathered during investigation and a recommendation for specific immediate action against a Supplier; or
- (iii) The Supplier quoting incorrect or misleading information when submitting a bid in response to a procurement process.

## **15.2 Supplier Relationship Management**

### **15.2.1 Strategy for Supplier Partnership Selection**

The selection of supplier's for the development of supplier relationships and partnerships shall consider the Supplier Categorisation to inform the level of importance of the supplier to BRAC.

In order to develop a long-term relationship with BRAC, Supplier shall have to demonstrate the followings considerations continuously:

- (i) Embrace the social development agenda of BRAC and to the extent possible ensure these principles are followed by their sub-Suppliers as well;
- (ii) Continuously try to improve their Quality Management System;
- (iii) Offer competitive services and products at common market prices;
- (iv) Meet BRAC's demands in due time and in a flexible manner;
- (v) Accept BRAC's contractual terms & conditions;
- (vi) Support and consult BRAC during purchase order execution as partner in providing high quality;
- (vii) Comply with all legal, regulatory, product and environmental requirements; and

(viii) Maintain an incorruptible and high ethical standard.

If it is recognised that factors exist that may influence the decision on type of relationship or the choice of Supplier during the sourcing process (e.g. policy within the organization, existing relationships), and it is essential that in such cases the reasoning is identified and the impact fully assessed to ensure costly mistakes are avoided.

### 15.2.2 Supplier Relationship Meetings

To ensure that a Supplier is able to meet the expectations and business requirements of BRAC continuously, there should be strategic alignment of BRAC's goals and expectations with that of the Supplier. Different types of meetings will be scheduled and executed with all strategic, major and niche suppliers to ensure alignment and effective management of the relationship.

The meetings should address major issues, any risks, discuss Supplier performance, discuss supplier innovations and agree on corrective measures, where required, to rectify deviations on agreed required performance. The following table sets out the Supplier Relationship Meeting framework.

Supplier Category	Strategic	Major	Niche
Meeting type	Senior Management Meeting	Category Meeting	Category Meeting
BRAC Participants	<ul style="list-style-type: none"> <li>Senior Management</li> <li>Procurement Head</li> </ul>	<ul style="list-style-type: none"> <li>Procurement Head</li> <li>Category Responsible</li> </ul>	<ul style="list-style-type: none"> <li>Procurement Head</li> <li>Category Responsible</li> </ul>
Supplier participant	<ul style="list-style-type: none"> <li>Executive Head</li> <li>BRAC business head</li> </ul>	<ul style="list-style-type: none"> <li>Executive Head</li> <li>BRAC business head</li> </ul>	<ul style="list-style-type: none"> <li>Executive Head</li> <li>BRAC business head</li> </ul>
Agenda	<ul style="list-style-type: none"> <li>Strategic goal alignment</li> <li>Supplier performance</li> <li>Development area</li> </ul>	<ul style="list-style-type: none"> <li>Supplier performance</li> <li>Development area</li> </ul>	<ul style="list-style-type: none"> <li>Supplier performance</li> <li>Development area</li> </ul>
Frequency	Annual/ Bi-annually	Annual	Annual

### 15.2.3 Supplier Partnership Management

Senior management should engage in developing partnering relationships with Strategic Suppliers. These relationships should target to exchange necessary strategic information to align business strategies between BRAC and identified strategic Suppliers. A small number of strategically important Supplier relationships can be uniquely branded as partnering relationships based on longer-term commitment. This would provide greater financial stability and enable BRAC to finance longer-term investments.

The following shall be taken into account while considering a partnership with a Strategic Supplier:

- (i) Strategic alignment: good alignment of values and objectives between the organizations that leads to complementary business strategies.
- (ii) Integration: a close integration of the processes of the two organizations.
- (iii) Information flow: good communication and information exchange at all levels, especially at the strategic level, leading to close understanding of each other's challenges.
- (iv) Mutual trust: a relationship built on mutual trust between the organizations and their individuals.
- (v) Openness: when reporting on service or product performance, costs and risks are focused.
- (vi) Collective responsibility: joint partnership teams taking collective responsibility for current performance and future development of the relationship.
- (vii) Shared risk and reward: clear description of how investment costs and resultant efficiency benefits are shared.

As detailed in Section 4.2, where a Strategic Supplier Relationship requires a deviation or modification to the standard procurement process being required when dealing with that Supplier, or the goods/services provided by them, then this will be documented and approved in a Procurement Management Plan. For example, a long-term partnership may result in the Strategic Supplier having first option for the provision of certain goods / services subject to conditions / requirements.

## **15.3 Contract Management**

Managing Supplier contracts properly means both BRAC and the Supplier meet their contractual obligations and deliver what is required from the contract. From BRAC's side, development programmes and/or enterprise users will provide the requirement, specification knowledge and quality assessment while BPD will execute and provide the process knowledge. Supplier contract management aims to optimize efficiency, effectiveness and economy of the service or relationship described by the contract and balance costs against risks. Supplier contract management shall also involve aiming for continuous improvement in Supplier performance over the life of the contract.

Supplier contract management shall adhere to following principles:

- (i) All requirements, SLAs and KPIs that are expected to be followed by the Supplier are to be clearly defined in the contract and Supplier performance shall only be measured against such stated expectations.
- (ii) All binding communication between BRAC and the Supplier will only be through representatives stated in the contract.
- (iii) BRAC and the Supplier shall maintain a harmonious and cooperative relationship where possible.
- (iv) Contractual disputes shall be discussed, and resolutions sought, in alignment meetings prior to proceeding to formal arbitration.
- (v) BRAC shall have full rights to audit all work done and associated processes in relation to the contract with BRAC.

### **15.3.1 Monitoring of Contractual Compliance**

Activities to be undertaken to ensure ongoing compliance with contract requirements includes but is not limited to:

- (i) **Company Legal Documents:** It must be ensured that the Supplier must provide country specific company legal documents prior to binding through the contractual agreement. The company legal documents shall be reviewed to ensure whether it meets the contract requirements.
- (ii) **Labour Law & Child Protection Policy:** The Supplier should comply with country specific Labour Law & Child Protection Policy irrespective of whether such clauses are mentioned or not mentioned in the contractual agreement.
- (iii) **Certifications:** Where the contract requires the Supplier to hold certification to certain standards (for example either international standards such as ISO9001 Quality and ISO14001 Environmental Management, or industry specific certification) updated certifications must be obtained as required.
- (iv) **Licences and Qualifications:** Where the contract requires the Supplier, or specific key personnel, to hold certain licenses or qualifications these must be monitored and updated documents obtained as required.

### 15.3.2 Contract Extensions

Where the contract, including Framework Agreement, allows for an extension, BPD and the relevant programme or BRAC enterprise shall jointly decide whether or not to implement an extension to the contract. The decision on whether to extend the contract must be made in a timeframe sufficient to allow a new procurement process to be undertaken in the event that the decision is not to extend, such as 60 days prior to expiry. The contract extension should be signed by the BPD Head of Procurement.

In deciding whether or not to extend a contract the following factors are to be taken into account to determine whether implementing an extension would provide the best outcome:

- (i) The performance of the contract and the Supplier(s) since commencement based on the criteria set by BPD;
- (ii) The justified continued need for the goods / services by BRAC;
- (iii) The terms and conditions of the contract; and
- (iv) The current supply market conditions.

### 15.3.3 Contract Variations

Throughout the term of the contract, including Framework Agreement, it may be necessary to vary the terms or conditions of the contract. A request to vary the terms may be submitted by the Supplier or may be initiated by BRAC, BPD or the relevant development programme or BRAC enterprise.

Where a variation is requested by the Supplier, BRAC shall give the request due consideration and the procurement officer shall submit a recommendation to the appropriate delegate in accordance with the TOA regarding whether or not the contract should be varied. Similarly, where variation is required due to BRAC request, the procurement officer shall prepare and submit a recommendation to the appropriate delegate in accordance with the TOA regarding whether or not the contract should be varied,

Contract variations shall be implemented in accordance with the terms and conditions of the contract and should be signed by the BPD Head of Procurement.

### 15.3.4 Contractual Dispute Handling

If performance related issues, breach of contract or any other circumstances lead to any contractual dispute, they will be handled by the dispute resolution clauses as mentioned in the contract. Based on notification from relevant development programme or BRAC enterprise, BPD will lead dispute resolution procedures. BPD will be



responsible for obtaining necessary resources and competence (e.g. legal, finance etc.) to ensure appropriate addressing of such issues.

### **15.3.5 Termination**

Typically, a contract, including Framework Agreement, will terminate on expiry of the contract term, however sometimes a contract will terminate early (for example due to insolvency of the Supplier, breach of contract, termination for convenience with 60 days' notice, etc.) and this may be initiated by either BRAC or the Supplier. Where the possibility of contract termination arises, BPD will lead the termination process and the provisions in the contract regarding disputes and termination must be strictly adhered to. Any termination or cancellation of a contract should be signed by the BPD Head of Procurement.

### **15.3.6 Contract Close-Out**

At the completion of each delivery, the relevant work order will be closed based on acceptance of the work/supply from relevant development programme or BRAC enterprise.

A performance report shall be provided to the Supplier along with details of all outstanding actions/items required from the Supplier to close out the contract and ensure that the Supplier has met all of their obligations under the contract. This includes return of any equipment, access, documents or information and confirmation that all fees have been invoiced.

## **15.4 Supplier Performance Management**

### **15.4.1 Supplier Performance Monitoring**

It is imperative that the Supplier delivers the agreed performance in terms of quality, costs and deadlines as per the contract and purchase orders. BRAC will monitor the performance of the Supplier both during and after completion of the work, as applicable.

At an operational level, BRAC and its Suppliers will collaborate to ensure efficient day-to-day working practices. Development programs and Enterprises within BRAC shall be responsible for control and supervision of work execution in line with the contract.

Roles and responsibilities of the Suppliers and BRAC, along with interfaces shall be clearly defined in the contract to ensure smooth and effective working at an operational level. Concerned development programme or enterprise shall be responsible for the quality of the work performed by the Suppliers. Procurement may be delegated to receive and judge the quality subject to:

- (i) such delegation being in writing; and
- (ii) procurement having access to necessary resources in terms of skills or funds to hire such skills.

Dispute handling shall be efficient, at operational level, by having clearly defined and communicated escalation routes between BRAC and its Suppliers. BRAC shall try to ensure identification and resolution of problems at an early stage by applying appropriate measures.

### **15.4.2 Supplier Performance Reporting**

Supplier performance evaluation and reporting shall be carried out regularly in order to monitor and record the Supplier's performance so this can inform the Supplier relationship strategy, any Supplier Development activities required and future sourcing decisions. In case of problems and the non-compliance with BRAC's requirements, escalation process (table below) shall be followed and considered for Supplier evaluation.

Supplier Performance Review reports shall include the following as minimum:

- (i) Actual performance for the period against targets;
- (ii) Incident and problem reviews, including any escalated issues;
- (iii) Feedback from relevant development programme or enterprise;
- (iv) Expected major changes that will (or may) affect service during the next service period, as well as failed changes and changes that caused incidents; and
- (v) Key business events over the next service period that need particular attention from the Supplier

Joint Supplier performance review meetings will be undertaken as set out in the Supplier Relationship Meeting framework. The Supplier Performance Evaluation Forms are contained in Part II (V), Appendix II.

### 15.4.3 Supplier Escalation Management

The Supplier escalation criteria is as follows:

Stage	Description	Potential Causes	Measures
1	Suppliers having minor problems	<ul style="list-style-type: none"> <li>Product/service complaints from BRAC</li> <li>Quantity and delivery deadline not reliable</li> <li>Insufficient in addressing BRAC complaints</li> <li>Minor communication problems</li> </ul>	<ul style="list-style-type: none"> <li>Troubleshooting meetings with the aim of clarifying and defining appropriate measures</li> <li>Agreement on the Supplier development plan</li> </ul>
2	Supplier having recurring problems	<ul style="list-style-type: none"> <li>Repeated defects &amp; BRAC complaints</li> <li>Defined measures not implemented in due time</li> <li>Repeated insufficient quantity and deadline unreliability</li> <li>Major communication problems</li> </ul>	<ul style="list-style-type: none"> <li>Intensive investigation and meetings with the Supplier and agreement on the Supplier development plan</li> <li>Execution of the Supplier development plan activities</li> <li>Introduction of regular communication process</li> </ul>
3	Suppliers not complying with BRAC's minimum requirement	<ul style="list-style-type: none"> <li>Major deviations and repeated customers complaints</li> <li>Major impact on BRAC's business</li> <li>Supplier not willing to solve problem</li> </ul>	<ul style="list-style-type: none"> <li>Immediate blocking of Supplier from all new procurement activities and new PO</li> <li>Escalation to BRAC Management and process termination of all contracts</li> <li>Partial or complete ban of the Supplier</li> </ul>

#### 15.4.4 Supplier Performance Review

Supplier performances shall be subject to periodic reviews that aim to look deep in the individual performance of each work order and the trend over time. Agreed SLAs and KPIs shall be the basis of such reviews. These reviews will be documented and stored in the ERP. Based on these reviews, the responsible team in BPD will manage and maintain the relationship with Suppliers and initiate development activities to improve the performance where required. If required, they will initiate amendments to the contract for change to reflect any changes agreed with Supplier. These changes may include but not limited to terms and conditions, scope of work, pricing schedule, SLA etc.

Two levels of formal review shall be in place throughout the contract lifecycle to minimize risk and ensure the business realizes maximum benefit from the contract:

(i) **Specific Work Performance Reviews:**

Reports on performance should be produced for each purchase order as part of acceptance process and based on the classification of Supplier. This shall form the basis of acceptance for all delivered service and product quality. Based on the importance of the Supplier to BRAC's business, the reports shall be made more frequent and extensive.

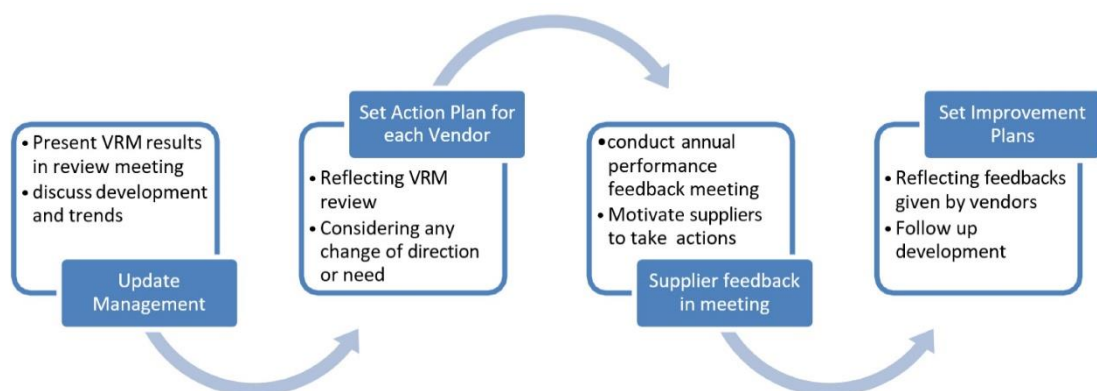
(ii) **Contract and Work Scope Reviews:**

These shall be conducted annually for all Strategic, Major and Niche Suppliers. Review of the service, overall performance, service scope and targets, together with any associated agreements shall ensure that Suppliers and contracts remain aligned to business needs and continue to deliver value for money. This will also ensure contract scope is appropriately adjusted to allow consolidation of work and manageable Supplier portfolio.

### 15.5 Supplier Development

#### 15.5.1 Feedback Process

The objective of feedback process is to enhance the quality of services of the Supplier to meet and align itself with BRAC's objective and goals. The following diagram describes the steps to be followed in providing the feedback and setting up the improvement plan.



#### 15.5.2 Supplier Improvement Plans

The Supplier Development Plan Template is provided in Part II (V), Appendix III. Supplier Improvement Plans as part of Supplier development shall:

- (i) Raise awareness of the importance of the quality of services;

- (ii) Educate Suppliers in the use of different tools and techniques for problem solving;
- (iii) Establish a set of measures (KPIs) to monitor the progress of the Suppliers and focus further on the continuous improvement techniques,
- (iv) Provide feedback to Suppliers on the performance on regular basis; and
- (v) Ensure Supplier's follow-up and compliance with legal and statutory requirements.

Supplier development initiatives will focus on understanding following:

- (i) Understanding the cost and value of the entire supply chain;
- (ii) Realizing that Supplier strategies should focus both on what Suppliers can do for BRAC and vis-à-vis to lower costs;
- (iii) Accepting accountability of actions and change requests. BRAC should plan sufficiently in order to request orders from Suppliers with acceptable lead-time and without multiple changes;
- (iv) Ensuring service levels and metrics are properly captured in the agreements and updated periodically;
- (v) Aligning incentives and penalties with equal emphasis;
- (vi) Sharing information critical for performance as early as possible;
- (vii) Planning for everyday exceptions and emergencies;
- (viii) Planning for Major Contingencies;
- (ix) Expecting and rewarding honesty in business practices; and
- (x) Making relationship meetings meaningful.

## **16 Procurement Audits**

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: 2019 or as updated from time to time).

## **PART II**

### **I**

## **Procurement Planning (Enterprises)**

### **Forms and Templates**



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## Preparation of Procurement Plan (PP)

Upon receipt of the PR the BPD will prepare the PP as per the guidelines set out in 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 comprising the information in Form BPD-PP2 shall be prepared to compile the PP (Form BPD-PP3).

### Form BPD-PP2

#### Schedule for PP

SI No.	Activity	Note
1	Package Number	Assign a reference number in ascending numerical order. For example, GD1, GD2, GD3 for goods, or S1, S2 for non-consulting services, or C1, C2 for consulting Services, 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, QM, DPM, QCBC-O; QCBC-L, PM, SSS, 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 Date	State the anticipated date when the Advertisement will be placed for the invitation and when the document (e.g. IFT/RFP) 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 BY BPD (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.	Indicative Dates				
									Pre-qualification	Invitation	Signing of Contract	Completion of Contract	Delivery Schedule
-	1	2	3	4	5	6	7	8	9	10	11	12	13
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
Total Value													

## II

# **Goods, Related Services and Non-Consulting Services**

## **Forms and Templates**



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## Implementation Procedures

The Procedures for Implementation of the Guidelines are incorporated in the appendixes given below. All procurement officials will adhere to these procedures. Deviation to these procedures could only be done through the approval of a Deviation Request Form or a Procurement Management Plan.

Appendix I	Standard Tender Document (STD)
Appendix II	Standard Request For Quotation (SRFQ)
Appendix III	Drawings
Appendix IV	Single Source Selection (SSS) for Goods and Non-Consulting Services

Also applicable are the following Appendixes of Part II (IV):

Appendix I	Method Change Request Form
Appendix II	Procurement Management Plan
Appendix III	Deviation Request Form
Appendix IV	Single Source Request Form
Appendix V	Record Keeping
Appendix VI	Procurement Thresholds



# Appendix I

## Standard Tender Documents (STD)

### For Open Tendering Method

#### 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 and Non-Consulting Services.
2. This document will be used for the Open Tendering Method (incl. ICT) as described in the BPGIP.
3. The 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 the **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** and/or the **Drawings**, if any.
5. The 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 highest ranked 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 Conditions of Contract (GCC)**

This Section provides the General Conditions of Contract that will apply to the contract that is issue 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 forms that the Tenderer must complete and submit with their Tender submission, including Tender Submission Sheet, Price Schedule, Specification Submission Sheet and Tender Security Form.

### **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 of the Tender Evaluation Committee and Purchase Approval.

### **Section 9: Contract Agreement 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 SCC. 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 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 or non-consulting services to be procured]*

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

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# STANDARD TENDER DOCUMENTS (STD)

## Section 1: Instructions to Tenderers (ITT)

### A. General

- |  |  |
|--|--|
| <b>1. Scope of Tender</b>                                      | <p>1.1 The Purchaser <b>indicated in the Tender Data Sheet (TDS)</b>, issues this Tender Document for the supply of Goods and Related Services, or Non-Consulting Services, as identified in the TDS and as specified in detail in Section 5: Tender Submission.</p> <p>1.2 The successful Tenderer will be required to complete the delivery of the goods and/or services (if applicable), as specified in Section 5.</p> <p>1.3 Throughout this Tender Document:</p> <ul style="list-style-type: none"><li>(a) The term “in writing” means communicated in written form with proof of receipt;</li><li>(b) If the context so requires, singular means plural and vice versa; and</li><li>(c) “Day” means calendar day.</li></ul>   |
| <b>2. Source of Funds</b>                                      | <p>2.1 The Purchaser has been allocated funds <b>as indicated in the TDS</b> 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, <b>if so indicated in the TDS</b>, 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>   |
| <b>3. Corrupt, Fraudulent, Collusive or Coercive Practices</b> | <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"><li>(a) Exclude the Tenderer from participation in the procurement proceedings concerned or reject a proposal for award and</li><li>(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.</li></ul> <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 actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the</p> |



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 goods or 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.
- 4.9 The Tenderer must guarantee that it complies with all applicable Anti-Terrorism Laws and does not engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. "Anti-Terrorism Laws" shall mean any laws relating to terrorism or money laundering, including: Anti-Terrorism Act of 2009 (as may from time to time be amended, renewed, extended, or replaced) and any international conventions related to terrorism and counter-terrorism.

## 5. Eligible Goods and Services

- 5.1 All goods and services to be supplied under the contract are eligible Goods and Services, 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 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**

- 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 supply experience to qualify for supplying the goods and services under the contract:
- (a) specific experience in the supplying of similar goods and services **as specified in the TDS**; and
  - (b) A minimum production capacity or availability of equipment **as specified in the TDS**.
- 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
- 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 5: Tender Submission **as stated in the TDS**.

- 11. Tenderer: Financial Capacity**
- 11.1 The Tenderer shall demonstrate that it has satisfactorily completed supply of similar goods or 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**

- 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:
- I. Completed Tender Submission Letter (Form BPD1-11).
  - II. Completed Price Schedule (Form BPD1-12).
  - III. Completed Schedule of Goods, Services and Spare Parts (Form BPD 1-13).
  - IV. Technical Specification of the Goods and/or Services and Compliance (Form BPD1-14).
  - V. Tenderer Information (Form BPD1-15).
  - VI. Manufacturer's Authorisation Letter (Form BPD1-16), if required.
  - VII. Original Tender Security, completed in accordance with ITT Clause 21, if required.
  - VIII. 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 (including both goods and/or services) 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 5: 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, for hard copy submissions 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 Tenders may be submitted in either hard copy and/or electronically **as specified in the TDS**. Where the tender is submitted in hard copy, 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. The format for electronic submission is **as specified in the TDS**.

23.2 For hard copy submissions, 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 Where Tenders are submitted in hard copy, 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: Submitted Late**
- 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.
- 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
  - (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 may open the Tenders in public, with Tenderers allowed to attend and witness the opening, or not as specified in the TDS. Where it has been specified that the Tender Opening will be in public, 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. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 26 shall not be opened. 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:  
Confiden-  
tiality**

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: Responsive-ness**

- 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/or 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 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 to determine the highest ranked Tender:
- (a) The evaluation method selected as identified in ITT 36.4 **in the TDS**;
  - (b) Where the evaluation method is Lowest Cost Compliant, the highest ranked Tender shall be the lowest evaluated Tender;
  - (c) Where the evaluation method is the Weighted Method, the highest ranked Tender shall be the Tender that has achieved the highest total score;
  - (d) 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
  - (e) 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 highest ranked 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 highest ranked 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 highest ranked bidder, either only with the highest evaluated bidder or alternatively with more bidders in order of ranking.
- 38. Tender: Comparison**
- 38.1 The Purchaser shall compare all substantially responsive Tenders to determine the highest ranked 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 the highest ranked bidder 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 5: 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 highest ranked 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

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|---|--|
| <b>41. Award Criteria</b>                       | 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 highest ranked Tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.  |
| <b>42. Purchaser's Right to Vary Quantities</b> | 42.1 The Purchaser reserves the right at the time of Contract Award to increase or decrease the quantity, per item, of Goods and/or Services originally specified in Section 5: 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.  |
| <b>43. Notification of Award</b>                | <p>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.</p> <p>43.2 Until a formal Contract is prepared and executed, the Notification of Award Letter shall constitute a preliminary step towards concluding contract.</p> <p>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.</p>   |
| <b>44. Performance Security</b>                 | <p>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 specified in the TDS, using for that purpose the Performance Security Form (Form BPD1-21) furnished in Section 9. <b>Please refer to the TDS.</b></p> <p>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.</p> <p>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.</p>   |
| <b>45. Contract: Signing</b>                    | <p>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.</p> <p>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.</p> <p>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 highest ranked responsive Tenderer at their quoted price (corrected for arithmetical errors), who is assessed by the Purchaser to be qualified to perform the Contract satisfactorily.</p> |



- 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/or 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 Administration and Road Safety Programme, the Executive Director, and the Ombudsperson 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 Administration and Road Safety Programme, BRAC; address **as stated in the TDS**. The Director Administration and Road Safety Programme 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.
  - (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 Executive Director, BRAC; address **as stated in the TDS**.
  - (g) The Executive Director, 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 Executive Director, 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 Ombudsperson, BRAC; address **as stated in the TDS**.
- (i) The Ombudsperson, 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 Ombudsperson 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 Executive Director, BRAC, and Director Administration and Road Safety Programme, BRAC.
- (j) The decision of the Ombudsperson shall be final and concerned purchaser/ officials shall act upon such decision immediately.

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

### 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

<i>Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT clauses.</i>	
ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
<b>A. General</b>	
<b>ITT 1.1</b>	<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 Goods and/or Services are: [state briefly a description of the goods and/or services] which are more fully described in Section 5: Schedule of Goods, Services and Spare Parts. (Form BPD 1-13)</p>
<b>ITT 2.1</b>	<p>The source of funds is</p> <p><i>[State source of funds]</i></p>
<b>ITT 2.3</b>	<p>The name of the Development Partner is</p> <p><i>[State name of the Development Partner, if no partner state 'none']</i></p>
<b>ITT 4.1</b>	<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>
<b>ITT 4.5</b>	<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>
<b>ITT 5.1</b>	<p>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>

<b>B: Tender Document</b>	
<b>ITT 6.2</b>	The following are authorised agents of the Purchaser for the purpose of providing the Tender Document: <i>[If not applicable, please specify "None"]</i>
<b>ITT 7.1</b>	For <b>clarification of Tender purposes</b> only, the Purchaser's address is: Attention: Address: Facsimile number: Electronic mail address:
<b>C: Qualification Criteria</b>	
<b>ITT 10.1(a)</b>	The Tenderer shall have a minimum of <i>[state number]</i> years of experience in the supplying similar goods and/or 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 lac or below no such requirement may be asked for]</i>
<b>ITT 10.1(b)</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 lac or below no such requirement may be asked for]</i>
<b>ITT 10.3</b>	A Manufacturer's Authorisation letter (Form BPD 1-16) is required only for the following items listed in Section 5: Schedule of Requirements: <i>[State 'None' if not required; for value of tender of Tk. 5 lac or below no such requirement may be asked for]</i>
<b>ITT 11.1</b>	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 goods and/or services delivered) during the last three (3) years. <i>[For value of tender of Tk. 5 lac or below no such requirement may be asked for]</i>
<b>ITT 11.2</b>	The Tenderer shall have the availability of minimum liquid assets or working capital or credit from a Bank of Tk <i>[state amount]</i> .  <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 lac or below no such requirement may be asked for]</i>
<b>D. Tender Preparation</b>	
<b>ITT 14.1</b>	The Tender, as well as all correspondence and documents relating to the Tender shall be written in the <i>[insert language]</i> language.
<b>ITT 15.1(h)</b>	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	<p>Alternative Tenders shall not be considered.</p> <p><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></p>
ITT 17.1	<p>Tenders are being invited for a single LOT</p> <p>OR</p> <p>Tenders are being invited for <i>[state number, maximum 5]</i> LOTS</p>
ITT 20.1	<p>The Tender Validity Period shall be <i>[state days]</i></p> <p><i>[Normally, 30 to 120 days but may be up to 150 days in exceptional circumstances]</i></p>
ITT 21.1	<p>A Tender Security is required in the amount of Tk <i>[state amount]</i></p> <p><i>[The Tender Security amount should be expressed as a fixed amount covering at least two (2) percent of the estimated tender value.]</i></p> <p>OR</p> <p>A Tender Security is NOT required.</p> <p><i>[The Tender Security is not mandatory in case the Tender is being invited for low value procurement; however, in the case of high value procurement (e.g. above Tk 20 million) being undertaken via OTM a Tender Security must be provided]</i></p>
ITT 22.1	<p><b>In addition to the original of the Tender, <i>[state number]</i> copies shall be submitted.</b></p> <p><i>[Usually only two copies are needed; ask for more if those are essential]</i></p>
<b>E. Tender Submission</b>	
ITT 23.2(b)	<p>For <b><u>Tender submission purposes</u></b> only:</p> <p>The address for hard copy Tender submission is <i>&lt;insert the address to which Tenders shall be submitted&gt;</i>.</p> <p>AND / OR</p> <p>The Tender shall be submitted electronically via the BRAC eTender portal (tender.brac.net). Electronic Tender submissions shall be in <i>&lt;insert file format for the submission&gt;</i>.</p>
ITT 23.2(c)	<p>For <b><u>Tender submission purposes</u></b> only:</p> <p>The name of the Tender is <i>&lt;insert the name (title) of the Tenders&gt;</i>.</p> <p>The Tender Number is <i>&lt;insert the Tenders reference number&gt;</i>.</p>
ITT 23.2(d)	<p>For <b><u>Tender submission purposes</u></b> only:</p> <p>The time and date for Tender opening is <i>&lt;insert time and date at which Tenders will be publicly opened&gt;</i>.</p>
ITT 24.1	<p>The date and time by which Tenders must be received by the Purchaser is <i>&lt;insert the time and date by which Tenders must be received by the Purchaser&gt;</i>.</p>

<b>F. Tender Opening and Evaluation</b>	
<b>ITT 27.1</b>	<p><i>Either</i></p> <p>The Tender Opening shall be Public and take place at: Address:</p> <p>On [state date] at [state time]</p> <p><i>Or</i></p> <p>The Tender Opening shall not be Public, with no Tenderers in attendance. [Tenders shall be opened in one place only. This is only required if the Tender is to be opened publicly. If the Tender is not opened publicly then enter Not Applicable.]</p>
<b>ITT 36.3</b>	<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>
<b>ITT 36.4</b>	<p>The selection method is: [The Purchaser shall select the evaluation method to be applied]</p> <p>Lowest Cost Compliant OR Weighted Method</p> <p>Where Weighted Method is used, the evaluation shall be based on a combination of:</p> <p>A. Non-Price criteria, which may include:</p> <ul style="list-style-type: none"> <li>i) Experience and Past Performance</li> <li>ii) Technical Capability, this may include (incl. equipment/facilities, qualifications, certifications)</li> <li>iii) Methodology / Approach (this may include the schedule / plan)</li> </ul> <p>B. Tendered Price</p> <p>Weighting of the Non-Price criteria may be between 60% to 80% in total, with Price being weighted between 20% to 40%.</p> <p>The evaluation process for Non-Price criteria will use the following scoring system:</p> <ul style="list-style-type: none"> <li>(i) Very good (gives added value and shows high quality on the whole), 100%;</li> <li>(ii) Good (adequate and well suited to the purpose), 80%;</li> <li>(iii) Satisfactory (sufficient but lacks substantial advantages or has uneven quality), 50%;</li> <li>(iv) Poor (not addressed or not sufficient, high risk), 0%.</li> </ul> <p>The formula for determining the Price score is the following:</p> <p><math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the price of the lowest proposal and <math>F</math> the price of the proposal under evaluation.</p>



<b>G. Award of Contract</b>	
<b>ITT 44.1</b>	<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>[Note: Performance Security is mandatory for OTM and LTM except where approved by the Director Administration and Road Safety Programme]</i></p>
<b>ITT 47.2 (d)</b>	<p>The name and address of the office where complaints to the Procuring Entity are to be submitted is:</p> <p>The Director Administration and Road Safety Programme BRAC Head Office BRAC Centre, 75 Mohakhali Dhaka 1212</p>
<b>ITT 47.2 (f)</b>	<p>The name and address of the office where complaints to the Procuring Entity are to be submitted is:</p> <p>The Executive Director BRAC Head Office BRAC Centre, 75 Mohakhali Dhaka 1212</p>
<b>ITT 47.2 (h)</b>	<p>The name and address of the office where complaints to the Procuring Entity are to be submitted is:</p> <p>The Ombudsperson BRAC Head Office BRAC Centre, 75 Mohakhali Dhaka 1212</p>
<b>-</b>	<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>
<b>H. International Tendering [Note: to be deleted for OTM]</b>	
<b>ITT 48.5</b>	<p>The final destination of the goods provided by foreign suppliers and to be imported is</p> <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]</i></p>

	<i>airport; according to current legislation in Bangladesh, BRAC will have to insure the goods with an insurance company in Bangladesh]</i>
<b>ITT 48.7</b>	<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 tenderers 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>
<b>ITT 48.9</b>	Insert <i>&lt;foreign suppliers are required to have a local agent&gt;</i> or <i>&lt;foreign suppliers are not required to have a local agent&gt;</i>



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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 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 equipment, products, consumables 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)**, or are incidental to the supply of Services required to be supplied under the Contract;
  - (j) **Government** means the Government of the People's Republic of Bangladesh;
  - (k) **Purchaser** means the entity purchasing the Goods and/or Services, **as specified in the SCC**.
  - (l) **Services** means 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)**, or services incidental to the supply of Goods required to be supplied under the Contract, 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 goods or services of 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, Fraudulent Collusive or Coercive Practices** 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.
- 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 Goods and 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. 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. Communications 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 Services specified in the Schedule of Requirements in conformity in all respects with the provisions of the Contract.
- 11.2 **Money Laundering, Terrorism and Prohibited Parties**
- (i) The Supplier shall not engage in any dealing with, or otherwise provide, directly or indirectly, funds, economic resources or support to, any person or organisation who is:
- (a) designated on any list of targeted persons issued under economic or financial sanctions administered by an official government or is otherwise associated with terrorism; or
- (b) located within or operating from a Sanctioned Territory as identified by the United Nations Security Council, or the Government of Bangladesh.

- (ii) The Supplier shall provide to BRAC for vetting or screening purposes, the full names and full dates of birth, and any other information requested, of its shareholders, members, directors, trustees (if applicable) and any key staff, and any other person directly or indirectly involved with the Procurement Process, at the request of BRAC. For the avoidance of doubt, this requirement does not extend to beneficiaries.
- (iii) The Supplier shall ensure that none of its funds or resources are transferred to any person or organisation that is located, organised or resident in a Sanctioned Territory as identified by the United Nations Security Council and the Government of Bangladesh, nor directly or indirectly involved in money laundering or terrorism.
- (iv) The Supplier shall notify BRAC immediately if, during the course of its Agreement with BRAC, it becomes aware of any link with any Prohibited Party or organisation or individual who may be perceived to be linked in any way to money laundering and/or terrorism or who appears on any sanctions list, including but not limited to any detected, suspected or attempted (direct or indirect):
  - (a) financial transaction or other dealing with a Prohibited Party or a terrorist group; or
  - (b) diversion of Project assets, funds or resources to a Prohibited Party or a terrorist group.
- (v) The Supplier shall ensure that any person associated, who is performing services or providing goods in connection with an Agreement with BRAC or is otherwise a subcontractor does so only on the basis of a written contract which imposes on and secures from such person Money Laundering, Terrorism and Prohibited Parties terms equivalent to those imposed on the Supplier/Consultant. The Supplier shall be responsible for the observance and performance by such persons of any of these terms, and shall be directly liable to BRAC for any breach by such persons of any of these terms.
- (vi) **"Prohibited Party"** includes politically exposed persons, persons, organisations and entities listed in resolutions of the United Nations Security Council, designated by the United States Treasury Department's Office of Foreign Asset Controls (**"OFAC"**) as specially designated nationals (**"SDNs"**) and by United States government agencies, with which one may not engage in business transactions because of terrorism risks or legal restrictions imposed on them.

### 11.3 Safeguarding

The Supplier shall:

- I. Ensure that children and adults at risk are safeguarded from any form of abuse, sexual harassment, intimidation, violence, bullying, humiliation, neglect, exploitation and discrimination, including physical, financial, psychological and sexual abuse, sexual exploitation, neglect, or self-harm or inhuman or degrading treatment howsoever arising (collectively, **"Behaviour"**), based on the BRAC safeguarding policies from time to time, and take all reasonable steps necessary to eliminate or minimise risk of actual, attempted or threatened Behaviour, and whether or not such conduct would amount to a criminal offence;
- II. Ensure that all allegations, suspicions and incidents of abuse, harm or the risk of harm to children and/or adults or where there is concern about the behaviour of an individual, or about the welfare of a child or adult, and believes they are suffering or likely to suffer abuse, harm or neglect, or otherwise related to



safeguarding, are reported immediately to BRAC on a strictly confidential basis; BRAC shall review and, if considered appropriate in its sole discretion, investigate and inquire into any reported allegation, suspicion or incident of Behaviour. Such review, investigation and inquiry will be confidential, independent of and without prejudice to a report and proceedings under any applicable law;

- III. If required by BRAC, ensure that all the its personnel (paid and voluntary) taking part in any aspect related to this Agreement attend safeguarding awareness training provided by BRAC and submit its safeguarding policy and procedures to BRAC for approval; the supplier must incorporate any amendments to its safeguarding policy and procedures required by BRAC from time to time;

## 12. Purchaser's Responsibilities

- 12.1 The Purchaser shall pay the Supplier, in consideration of the provision of Goods and 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 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 Goods or 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 goods or 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 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:
    - (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**

- 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 Goods delivered and Services performed, 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 delivery of the contracted Goods or 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 Goods and 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 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 Services 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, Services, 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, 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 any Goods supplied 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. The Supplier warrants that all Services provided 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 Goods and 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 Unless otherwise specified in the Contract, warranty shall remain valid for twelve (12) months after the Goods, Services 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 Services, 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 the 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 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 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 wilful 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 or 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, Goods or 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 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, or Services that are completed shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods and/or Services, 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 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
<b>GCC 1.1 (i)</b>	The nature of the goods to be supplied are [ <i>give a brief description of the Goods and Services which are to be supplied</i> ].
<b>GCC 1.1 (k)</b>	<p>The Purchaser is:</p> <p>Name: BRAC Procurement Department (BPD)</p> <p>Address: BRAC Head Office, 75 Mohakhali, Dhaka 1212</p> <p>Telephone: &lt;insert&gt;</p> <p>Facsimile: &lt;insert&gt;</p> <p>Electronic mail address: &lt;insert&gt;</p> <p>Name of authorised representative: &lt;insert name and position&gt;</p>
<b>GCC 1.1 (m)</b>	<p>The Supplier is:</p> <p>Name: &lt;insert name of supplier&gt;</p> <p>Address: &lt;insert address of supplier&gt;</p> <p>Telephone: &lt;insert&gt;</p> <p>Facsimile: &lt;insert&gt;</p> <p>Electronic mail address: &lt;insert&gt;</p> <p>Name of authorised representative: &lt;insert name and position&gt;</p>
<b>GCC 5.1</b>	<p>Suppliers and Sub-Suppliers from the following countries are not eligible: &lt;insert ineligible country(ies) or state 'Not applicable'&gt;.</p> <p>The nationality(ies) of the Supplier and its sub-Suppliers is/are: &lt;insert at the time of contract preparation for the successful tenderer&gt;</p>
<b>GCC 5.2</b>	<p>Goods and Services from the following countries are not eligible: &lt;insert ineligible country(ies) or state 'Not applicable'&gt;.</p> <p>The origin of the Goods and Services is &lt;insert at the time of contract preparation for the successful tenderer&gt;</p>
<b>GCC 9.1</b>	<p>For <b><u>notices</u></b> (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 <b><u>notices</u></b> (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>



<b>GCC 14.1</b>	<p>A complete packing list indicating the content of each package shall be enclosed in a waterproof 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"> <li>Contract Number</li> <li>Name and address of Purchaser</li> <li>Country of Origin</li> <li>Gross Weight</li> <li>Net Weight</li> <li>Package number of total number of packages</li> <li>Brief description of the content</li> </ol> <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>
<b>GCC 14.4</b>	<p>For Goods, the documents to be provided are as follows:</p> <ol style="list-style-type: none"> <li>Originals and copies of Supplier's invoice showing goods' description, quantity, unit price and total amount;</li> <li>Original and copies of the packing list identifying the contents of each package;</li> <li>Manufacturer's/supplier's warranty certificates (if any);</li> <li>Inspection certificate issued by the nominated inspection agency (or Purchaser) and / or the supplier's factory inspection report (if any);</li> <li>Originals and copies of the insurance certificates covering the delivery of the Goods</li> <li>Originals and copies of shipping/transportation documents (e.g. bill of lading, airway bill, truck receipt, train receipt, etc.)</li> <li>Certificate of origin</li> </ol> <p>For Services, the documents to be provided are as follows :</p> <ol style="list-style-type: none"> <li>Originals and copies of Supplier's invoice showing services' description, quantity, unit price, total amount; and</li> <li>Supplier's warranty certificates (if any)</li> </ol> <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>
<b>GCC 17.1</b>	<p>The prices charged for the Goods to be delivered and the 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> <ol style="list-style-type: none"> <li>The payments shall be made: <ol style="list-style-type: none"> <li>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</li> <li>direct through accounts office of the purchaser, or</li> <li>through the nominated office of the purchases.</li> </ol> <p><i>[delete those not appropriate]</i></p> </li> <li>Payment shall be made in the currency of the Contract in the following manner: <ol style="list-style-type: none"> <li><b>On Delivery/Completion and Acceptance:</b> <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></li> </ol> <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><b>Advance Payment :</b> <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> </li> </ol>
GCC 18.1	<p><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></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>[Note: Performance Security is mandatory for OTM and LTM except where approved by the Director Administration and Road Safety Programme]</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>

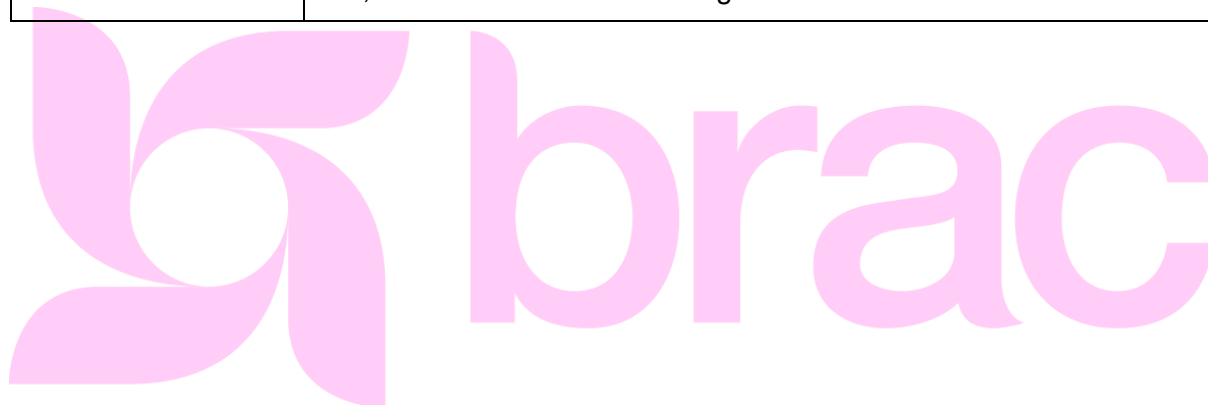
<b>GCC 22.3</b>	<p>The period of validity of the Warranty shall be [state number] months from the date of acceptance of the Goods by the Purchaser:</p> <p>For purpose of the Warranty, the place of final destination shall be:</p>
<b>GCC 22.5</b>	<p>The period for repair or replacement shall be:</p>
<b>GCC 24.1</b>	<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

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 requestor. 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 Non-Consulting Services, for Single Lot (Computer Pop-up). As this is system-based form, not a manual form, it is not attached to these guidelines.
BPD 1-3	IFT, Goods and Non-Consulting Services, for Multiple Lot (Computer Pop-up). As this is system-based form, not a manual form, it is not attached to these guidelines.
BPD 1-4	IFT, Goods and Non-Consulting Services.



# FORM BPD 1-1

## REQUISITION FORM (RF)

[RF Number]

Project/Program/Dept/ Enterprise	Budget Codes	Source of Funds	Requisition Date
Remarks			

### Requisition Details

SI	Item	Specification / Description	Req. Type	Unit	Qty.	Approx. Cost		Present Stock Position	Remarks
						Unit	Total Price		
Grand Total:									
Amount in Words:									

### Delivery Schedule

Item Name:			Assigned Person:	Assigned Date:
			Mobile:	Accepted Date:
SI	Quantity	Item Receive Date	Delivery Place	

Item Name:			Assigned Person:	Assigned Date:
			Mobile:	Accepted Date:
SI	Quantity	Item Receive Date	Delivery Place	

### Approval History

SI	Type	Status	Action Taken By	Date	Comments
1	Proposer				
2	Budget Recommender				
3	Approver				

## Form BPD 1-4

### Invitation for Tenders (Goods and Non-Consulting Services)

*[This is provided in these guidelines for information only. The purchasing officer may modify the form as required depending on the nature of the goods or services by adding more rows, adding lots, adjusting columns, or changing language.]*

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	
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 (if Tenders are being received electronically, please site for submission here).	
12	Last Date and Time for Selling Tender Document	
13	Last date and Time for Submission of Tenders	
14	Name and address of the Office of Opening Tenders (Optional: complete where Tenders are being opened publicly. If not a public opening then enter not applicable)	
15	Date and Time for Opening of Tenders (Optional: complete where Tenders are being opened publicly. If not a public opening then enter not applicable)	Tenderers and their authorised 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	

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 of the official inviting the tender \_\_\_\_\_

Designation of the official \_\_\_\_\_

## Section 6: Tender Opening Steps and Forms

### Tender Opening Steps

- Step 1 Check and confirm the date and time for Submission and Opening of Tenders.
- Step 2 Check whether the Opening is specified to be Public or not.
- Step 3 Ensure dropping of all Tenders in accordance with the procedures set in the Invitation for Tender (IFT).
- Step 4 Make sure that Tender Opening Committee (TOC) members are present.
- Step 5 Obtain signatures of the TOC Members in the respective TORA.
- Step 6 If Public Opening, check the presence of intending participating Tenderers / Consultants or their authorised representatives and obtain signatures of the Tenderers and/or their authorised representatives in the respective TORA
- Step 7 Open the Tender box, either electronic or physical. In case of Public Opening this must be done on the date and time mentioned in the IFT / RFP.
- Step 8 Submissions received are sorted in accordance with the IFT and Group / Package.
- Step 9 Tenders received are recorded into the Initial Comparative Statement for Tenders (CST), Form BPD 1-10 (ERP generated).
- Step 10 Carry-out the initial examination of the genuineness of the Tender Documents.
- Step 11 Check the requisite documents, requirements etc. and the tender security and write the amount of tender security in the form, Statement/Record of Deposited Tender Security BPD1-9.
- Step 12 Record any missing documents or any incompleteness and major or minor deviations.
- Step 13 Make sure after opening of the Tenders that all the members and the Chairperson of the TOC have signed the attendance sheets and financial documents.

### 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:

Form	Name/Title
BPD 1-6	Tender Dropping Record Sheet.
BPD 1-7	Tender Record of Attendance (TORA) for BRAC officials.
BPD 1-8	Tender Record of Attendance (TORA) for Tenderers.
BPD 1-9	Statement of Tender Security.
BPD 1-10	Initial Comparative Statement for Tenders (CST). Note this form is ERP generated.



**Form BPD1-6**  
**BRAC**  
**75, Mohakhali, Dhaka - 1212**  
**Tender Dropping Record Sheet**

**Tender Name:** \_\_\_\_\_

**Reference No:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

SI No	Names of the Tender / Bidder	Representative's Name	Signature

**Form BPD 1-7**  
**BRAC**  
**Procurement Department**  
**Tender Opening Record of Attendance**  
**for BRAC Officials**

**Tender Name:** \_\_\_\_\_

**Reference No:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

SI No	Name	Designation	Signature

**Form BPD 1-8**  
**BRAC**  
**Procurement Department**  
**Tender Opening Record of Attendance**  
**for Tenderers**

**Tender Name:** \_\_\_\_\_

**Reference No:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

SI No	Name of the Tenderer / Bidder	Representative(s)	Signature



## Form BPD 1-10

[Note: This is provided in these guidelines for information only. The Initial Comparative Statement is generated electronically via the ERP and may vary in appearance.]

### BRAC Procurement Department Initial Comparative Statement for Tenders

<b>Tender No:</b>	
<b>Tender Title:</b>	

<b>Item:</b>									
<b>Participation List</b>									
SI No	Name of the Tenderer	M.Unit	Qty	Unit Cost	Conversion Rate	Unit Cost (BDT)	Other Cost (BDT)	Offer Price (BDT)	Participation Date
1									
2									
3									
4									

Note: White row indicates online tender participation, shaded row indicates offline tender participation

## Section 7: Tender Submission Forms

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 by the Tender Submission Date and time as stipulated in the ITT.

Form	Name/Title
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, Services and Spare Parts, to be partially completed by the Purchaser prior to issuing the tender document.
BPD 1-14	Specification of the Goods and/or Services and Compliance, to be partially completed by the purchaser prior to issuing the tender documents.
BPD 1-15	Tenderer Information Sheet.
BPD 1-16	Manufacturer's 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 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 amount in figures and in words]*

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 44.1) 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 BPD1-15);
- (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 comply with all applicable Anti-Terrorism Laws (as hereinafter defined) and do not engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. "Anti-Terrorism Laws" shall mean any laws relating to terrorism or money laundering, including: Anti-Terrorism Act 2009 (as may from time to time be amended, renewed, extended, or replaced) and any international conventions related to terrorism and counter-terrorism; and
- (l) 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 40.

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
<b>LOT NO 1</b>		
1	Goods Required	
2	Non-Consulting Services Required	
3	Spare Parts Required	
<b>Sub-Total for Goods, Services &amp; Spare Parts Required, excluding VAT/Taxes.</b>		
<b>VAT/Taxes</b>		
<b>Total Amount of Tender, including VAT/Taxes</b>		

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

<b>LOT NO 2</b>	
<b>LOT NO 3</b>	
<b>LOT NO 4</b>	

<b>Signature of Tenderer</b>	<b>Tenderer's Stamp</b>
Name of Tenderer	
Date	

*[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, Services and Spare Parts**

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

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

**Delivery Due Date:** \_\_\_\_\_

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

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

**Completion Due Date:** \_\_\_\_\_

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

## Form BPD 1-14

### Specification of the Goods and/or 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, with supporting brochures, of exactly what it proposes to supply, if its Tender is accepted).*

Minimum Technical Specification / Requirements			
Item No	Description (From BPD1-13)	Specification / Requirement (to be provided by the Purchaser)	Tenderer Complies (Yes/No)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

1	<b>Delivery/Completion Schedule Required:</b> <ul style="list-style-type: none"> <li>- For the Goods</li> <li>- For the Services</li> </ul>	<i>[State period in weeks]</i> <i>[State period in weeks]</i>
2	Availability of Spares after delivery of the goods	Minimum period is (2) two years
3	<b>Projected Operating Costs (if applicable)</b> The Tenderer should also provide a separate price schedule of consumables that are expected to be required on the basis of a normal utilisation of the equipment. This price schedule will not be taken into account in the Tender evaluation, but will be used to determine anticipated operational costs of the equipment.	Minimum period is (2) two years
4	<b>Inspections and Tests</b> <i>[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].</i>	

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.

<b>Signature of Tenderer</b>	<b>Tenderer's Stamp</b>
Name of Tenderer	
Date	

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

<p>DO NOT OPEN BEFORE [state time] ON [state date] AND ONLY TO BE OPENED AT THE FOLLOWING ADDRESS</p> <p>[state name and address]</p> <p>Tender for the Supply of:  Invitation for Tender No:  Tender Package No:  <i>[state details as shown in the Invitation for Tender]</i></p> <p>Add the name and address of the Tenderer</p>
---

## 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 *[indicate 1-5 Lots]*

Number of Lots:

<b>1. Eligibility Information of the Tenderer [ITT –Clause 4]</b>		
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	drac
	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-Clause 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
	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/TIN Latest VAT Certificate/BIN Certificate Others <i>(to be completed by the Purchaser if required)</i> .	
1.9	Tenderer's Value Added Tax Registration (VAT)/ BIN Number		
1.10	Tenderer's Income Tax Identification (TIN) Number		
<b>2. Qualification Information of the Tenderer [ITT Clauses 10]</b>			
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))		
<b>3. Financial information of Tenderer [ITT Clause 11]</b>			
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	List Below the 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/or 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 Forms

1. The TEC will work as per the procedure enumerated in Paragraphs 7.11 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) whether those tenders passing the qualification stage meet the technical specifications stipulated in the Tender Invitation Documents.
2. **Negotiation.** Negotiation may be carried out following accordance with the broad guidelines of BPGIP, Part I, Clause 13.
3. The following forms are used to document the evaluation outcomes depending on the method used:

Form	Description
BPD 1-18	Comparative Statement of Tender Offers.
BPD 1-19L	Report of the Tender Evaluation Committee and Purchase Approval (Lowest Cost Compliant Method)
BPD 1-19W	Report of the Tender Evaluation Committee and Purchase Approval (Weighted Evaluation Method)

**Form BPD 1–18**  
**Comparative Statement (CS) of Tender Offers**

SI No	Purchaser's Requirements/Specifications	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 1-19L**  
**(Lowest Cost Compliant Method)**  
**REPORT OF THE TENDER EVALUATION COMMITTEE AND**  
**PURCHASE APPROVAL**

**TENDER PACKAGE NO:** \_\_\_\_\_

**FUND:** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

1. Lot No : \_\_\_\_\_
2. Name of Goods and/or Services : \_\_\_\_\_
3. Quantity of Goods / 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)

[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. Summary of 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.

#### Tender Evaluation Committee

Evaluator's Name	Signature	Date
[ <i>TEC Chair</i> ]		[ <i>Date</i> ]
[ <i>TEC Secretary</i> ]		[ <i>Date</i> ]
[ <i>Member, Tender Evaluation Committee</i> ]		[ <i>Date</i> ]
[ <i>Member, Tender Evaluation Committee</i> ]		[ <i>Date</i> ]
[ <i>Member, Tender Evaluation Committee</i> ]		[ <i>Date</i> ]



# Form BPD 1-19W (Weighted Method)

## REPORT OF THE TENDER EVALUATION COMMITTEE AND PURCHASE APPROVAL

TENDER PACKAGE NO: \_\_\_\_\_

FUND: \_\_\_\_\_

PROJECT: \_\_\_\_\_

### 1. Tender Information

1.1 Name of Assignment/Project	[Text]
1.2 Procurement Method	[OTM]
1.3 Invitation to Tender	
(a) Publication Date	[Insert Date]
(b) Closing Date	[Insert Date]
1.4 No. of Invited Tenderers, if any	[OTM: insert "not applicable"]
1.5 Type of Contract	[Insert Lump Sum or Time Based]
1.6 Tender Opening	[Insert Date and Time]
1.7 Number of Proposals received	[Insert Number]
1.8 Name of Tenderers	[Insert Name] [Insert Name] [Insert Name]
1.9 TEC Meeting Date	[Insert Date]
1.10 Evaluation Weighting	
Total Non-Price	[Insert %]
Price	[Insert %]
1.11 Evaluation Rating System	<b>Non-Price:</b> Very good 100% Good 80% Satisfactory 50% Poor 0% <b>Price:</b> $S_f = 100 \times F_m / F$ , 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.
1.12 Estimated Price	[Insert estimated price]

### 2. Evaluation

Tenderers Name	Total Non-	Price Score	Total Combined Score	Rank	Comments
----------------	------------	-------------	----------------------	------	----------



	Price Score				

### 3. Recommendation

### 4. 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.

#### Tender Evaluation Committee

Evaluator's Name	Signature	Date
[ <i>TEC Chair</i> ]		[ <i>Date</i> ]
[ <i>TEC Secretary</i> ]		[ <i>Date</i> ]
[ <i>Member, Tender Evaluation Committee</i> ]		[ <i>Date</i> ]
[ <i>Member, Tender Evaluation Committee</i> ]		[ <i>Date</i> ]
[ <i>Member, Tender Evaluation Committee</i> ]		[ <i>Date</i> ]

## Section 9: Contract Agreement Forms

This Section has to be completed by the Purchaser following the approval of the evaluation recommendation and 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	Description
BPD 1-20	Notification of Award Letter
BPD 1-21	Bank Guarantee for Performance Security
BPD 1-22	Form of Contract Agreement
BPD 1-23	Schedule of Requirements
BPD 1-24	Technical Specifications
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/or 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 of 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 1-21

### 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 Tender No *[reference number of the tender]* dated *[date of the tender]* (hereinafter called “the Tender”), to supply *[description of goods and non-consulting services]* under the Tender. Furthermore, we understand that the contract which eventually been carried out in reference to the said Tender, 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

*[Note: In special cases the Purchase Order Form BPD 2-5 may be used instead of this form BPD1-22. The Purchaser should use normal Letter Headed format or may use a Tk 300 non-judicial stamp or as appropriate]*

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

<b>To:</b> <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/or services, viz, *[brief description of goods and non-consulting services]* and has accepted a Tender by the Supplier for the supply of those goods and/or 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 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 Services (and spare parts, if required) as listed in the schedule of Requirements and requests that you provide the goods, 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/Completion Date: *[to be mentioned]*
5. Delivery Terms for Goods: *[details to be mentioned]*
6. Location for Delivery of Goods / Provision of Services: *[details to be mentioned]*
7. Date of Completion of 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					
Sub-Total for Supply of Goods					
Additional Costs for delivery to Purchaser					
Total amount for supply of Goods, including VAT/Taxes					

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

Item No.	Description	Unit	Qty	Unit price	Total Price
1					
2					
3					
4					
5					
6					
Sub-Total for 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					
5					
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/or 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/or 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 Authorised representative for the  
purchase or 1<sup>st</sup> party

Duly Authorised representative for the  
Tenderer or 2<sup>nd</sup> party

Signature  
Print name:

Signature  
Print name:

Designation:

Designation:

Date:

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 Required	Location for Delivery	Delivery Time
1	2	3	4	5	6
<b>Lot No 1: [enter description]</b>					
	[add as many rows and details as there are individual items in the Lot]				
<b>Lot No 2: [enter description]</b>					
	[add as many rows and details as there are individual items in the Lot]				
<b>Lot No 3: [enter description]</b>					
	[add as many rows and details as there are individual items in the Lot]				
<b>Lot No 4: [enter description]</b>					
	[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 Services and Completion Schedule

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

Item No	Description of Services	Unit Of Supply	Quantity Required	Location for Service Provision	Delivery Time
1	2	3	4	5	6
<b>Lot No 1: [enter description]</b>					
	<i>[add as many rows and details as there are individual items in the Lot]</i>				
<b>Lot No 2: [enter description]</b>					
	<i>[add as many rows and details as there are individual items in the Lot]</i>				
<b>Lot No 3: [enter description]</b>					
	<i>[add as many rows and details as there are individual items in the Lot]</i>				
<b>Lot No 4: [enter description]</b>					
	<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 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 Service	Technical Specification / Description and Standards
1	2	3
<b>Lot No 1: [enter description]</b>		
	<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 services.]</i>
<b>Lot No 2: [enter description]</b>		
	<i>[add as many rows and details as there are individual items in the Lot]</i>	
<b>Lot No 3: [enter description]</b>		
	<i>[add as many rows and details as there are individual items in the Lot]</i>	
<b>Lot No 4: [enter description]</b>		
	<i>[add as many rows and details as there are individual items in the Lot]</i>	

## Form BPD 1-25

### 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 Tender No [reference number of Tender] dated [date of Tender] (hereinafter called "the Tender") to supply of [description of Goods and/or Services] under the Tender.

Furthermore, we understand that, according to your Special Conditions of Contract Sub-Clause 17.3 that Advance Payment(s) of the Tender and the subsequent Contract to be carried out in reference to the Tender, 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 II

### Standard Request for Quotation (RFQ) for Procurement of Goods, Related Services and Non- Consulting Services

#### Guidance Notes for QM and LTM

1. This procedure shall be followed when using the Limited Tendering Method (LTM) as set out in Section 9 and the Quotation Method (QM) as set out in Section 10 of the BPGIP.
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. 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.
5. Any potential supplier's quotation must be delivered either electronically via the eTender portal, or if in hard copy in duplicate 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/services] and DO NOT OPEN before [state of time and date]."
6. All quotations must be valid for a period of thirty (30) days from the closing date of the Request for Quotation.
7. The quotation shall be completed and signed by an authorised 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 authorised by the goods' manufacturer to supply the goods in Bangladesh.
8. There will be no public opening of quotations.
9. Evaluation and award shall be undertaken as described in Section 10.2 of the BPGIP. 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 may be increased or decreased by up to fifteen percent (15%) and this shall be reflected in the Purchase Order.
11. The following forms shall be used when undertaking RFQ's.

Form	Name/Title
BPD 2-1	Request for Quotation (RFQ)
BPD 2-2	Schedule of Items and Price Quotations
BPD 2-3	Technical Specifications of the Goods and/or Services required
BPD 2-4	Standard Specimen of Documentation and Conditions
BPD 2-5	Purchase Order

## BPD 2-1

### Request for Quotation (RFQ)

*[Note: This form may be modified based on the nature of the goods / non-consulting services and applicable terms may be modified / included as appropriate for the requirement. The Purchaser to use normal Letter Head format.]*

[Brief description of the goods / non-consulting services and Contract Package number as per 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 item/service]**

Sealed quotations are hereby invited for the following [name of item/service] under the terms and conditions mentioned below on their Letter Head Pads.

Sl. No	Specification / Description	Quantity	Unit Price	Total Price	Remarks
01.					

\*Note: For detailed specification additional papers may be affixed

#### 2. Terms & Conditions:

(a) Quotations must be submitted 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.
- (iv) At least 1 year's relevant experience on similar Field Applicable
- (v) Product catalogue.

(d) Location for Delivery:

(e) Due Date for Delivery/Completion:

(f) Warranty:

(g) Inspection:

**(h) Sample:**

**(i) Offer Validity:** 30 days from the date of submission.

**(i) Other Terms & Conditions:**

- (i) Income Tax, VAT will be deducted at source as per applicable Government rules.
- (ii) Payment will be transferred to your company bank account directly within 30 days after satisfactory delivery and a notation on the delivery challan by the recipient (with name, designation & date). The supplier must mention his A/C Name, Account No., Bank Name, Branch Name and e-mail address in the Invoice / Bill through a seal.
- (iii) Partial Payment against partial delivery is allowed.
- (iv) Alternative Offer: Alternative offer will not be accepted
- (v) Only one organization can participate in the bidding process under same proprietorship or family. If found more than one organization under above condition both the organizations will be termed as non-responsive.
- (vi) The liquidated damage should be 0.5% per week or part thereof delay until actual delivery, up to a maximum deduction of 5% the contract price.
- (vii) [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.
- (ix) The Supplier must guarantee that it complies with all applicable Anti-Terrorism Laws and does not engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. "Anti-Terrorism Laws" shall mean any laws relating to terrorism or money laundering, including: Anti-Terrorism Act of 2009 (as may from time to time be amended, renewed, extended, or replaced) and any international conventions related to terrorism and counter-terrorism.
- (x) BRAC reserves the right to accept or reject any or all tenders without assigning any reason.
- (xi) For any further clarification any bidder may contact *[Insert contact details]*

Thanking you  
Yours sincerely,  
For, BRAC

Signature



## Form BPD 2-2 *[Note: This form is optional]*

### Schedule of Items and Price Quotation

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

SL	Item / Service	Description & Details	Unit	Qty	Unit Rate Tk.	Total Amount Tk.
<b>Sub-Total</b>						
Additional costs for delivery (if applicable)						
<b>Total, excluding VAT/Taxes</b>						
<b>VAT/Taxes</b>						
<b>Total Amount For Supply of Goods and/or Services to Purchaser (Including VAT/Taxes)</b>						
Location for Goods / Services to be delivered:						

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

In signing this quotation we confirm that we comply with all applicable Anti-Terrorism Laws (as hereinafter defined) and do not engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. "Anti-Terrorism Laws" shall mean any laws relating to terrorism or money laundering, including: Anti-Terrorism Act of 2009 (as may from time to time be amended, renewed, extended, or replaced) and any international conventions related to terrorism and counter-terrorism.

<b>Signature of Supplier</b>	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 BPD 2-3** *[Note: This form is optional]*

**Technical Specification of the Goods and/or Services Required**

Sl.	Item / Service	Specification / Requirement

The Supplier should also provide a price 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 price 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.

<b>Signature of Supplier</b>	<b>Supplier's Stamp</b>
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 Price 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 or services supplied by the Supplier during the last two (2) years.

#### B. Terms and Conditions for the Supply of Goods or Services 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, or performance of the services, shall be completed by the due date specified in item 2(e) of the Request for Quote *[if required, the time period for delivery of goods or completion of services may be adjusted; adjustment shall in that case be made consistently in all applicable documents];*
- c) after completion of the supply of the goods and/or services, 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 and/or 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 goods to be supplied and confirm that if any faults are detected within the Warranty period in the supplied goods and/or services, the Supplier shall be bound to rectify the fault or replace the goods and/or services as the case may be.

## BPD 2-5

*[Note: This form may be modified and appropriate terms and conditions may be modified / included as appropriate for the requirement. In special cases Contract Agreement Form BPD 1-22 may be used instead of this form.]*

### PURCHASE ORDER FOR THE SUPPLY OF GOODS AND/OR SERVICES

[Purchaser to use normal Letter Head format]

**Date:**

**Req. No.:**

**To**

**Date:**

*[Insert Supplier Name]*

*[Insert Supplier Address]*

**Attention:** *[Insert Supplier contact name]*

**Subject:** *[Insert Title of PO]*

Dear Sir,

With reference to your submitted quotation and revised offer on <Insert Date>, the BRAC management has been pleased to accept your offer and request you to supply the below mentioned item under the following terms & conditions.

#### 1. Work Order Details

Lot No.	Item / Service Name	Specification	UoM	Qty	Unit Price (BDT)	Total Price (BDT)
Grand Total						
In Words: <i>[Insert Total Amount in Words]</i>						

#### 2. Warranty:

*[Insert Warranty period]*

#### 3. Inspection:

Inspection will be carried out by concerned technical person before receiving the goods / services which will be ensured by the respective program of BRAC (If required).

#### **4. Work Order Details**

Successful bidder is required to make approved sample from concern programme before delivery.

#### **5. Delivery Date and Pace**

<b>Lot No.</b>	<b>Item /Service Name</b>	<b>Quantity</b>	<b>Delivery Date</b>	<b>Delivery Place</b>

#### **Terms and Conditions:**

**LD Clause:** Ordered items should be supplied as per schedule date, otherwise liquidated damage (0.5 %) for per week delay or part thereof up to maximum 5% from the stipulated time of supply, shall be deducted from the submitted bill. After that BRAC reserves the right to cancel the purchase order.

**Partial Payment against partial delivery is allowed.**

**Mode of Payment:** BRAC Accounts Department will transfer the bill to your Company account in any Bank of Bangladesh, after satisfactory delivery within 30 days and duly received by BRAC representative & a notation on the delivery challan by the recipient (with Name, Designation & date) .The following information is to be provided on the bill a) Name of Account b) Bank Name c) Bank Account no. d) Branch Name & e-mail address. Payment will be subject to deduction of VAT and Tax at source as per Govt. Rule. You are requested to affix revenue stamp of Tk.10.00 on the bill.

The supplier has to provide Mushok-6.3 as per govt. rules.

Thanking You

For BRAC

-----  
[Insert Purchaser Name]

[Insert Purchaser Designation]

CC: 1. Office Copy 2, Accounts Copy

## Appendix III

### 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.*



## **Appendix IV**

### **Single Source Selection (SSS) for Goods and Non-Consulting Services**

#### **Guidance Note**

1. This procedure may be followed in circumstances described in Section 11.3 of Part I of these guidelines.
2. Where a Single Source process is proposed to be used for the procurement of goods and related services or non-consulting services from one single source over the threshold for DPM and outside of the exceptions in Section 11.2 of Part I, a Single Source Selection Request Form (BPD-SSS, Part II (IV), Appendix IV) must be completed and approved prior to conducting the SSS process.
3. SSS for goods and non-consulting services may be conducted using either the Standard Tender Documents or the Standard Request For Quotation documents contained in this Part II (II) as appropriate depending on the complexity and value of the procurement. The response forms may be modified as appropriate to suit the need.
4. The invitation shall be requested via the eTender portal, or where the Supplier does not have capability to receive via the eTender portal by letter, fax, telex or electronic messaging (with proof of receipt and record keeping).
5. The minimum period allowed for the supplier to submit a response shall be 3 days, however this should be longer for higher value or more complex procurements (for example 5 days or more if considered appropriate).
6. After receipt of the Supplier's response, an assessment of the submission against the Technical Specification / requirements shall be undertaken to confirm compliance / suitability and an assessment of the financial proposal shall be undertaken to determine reasonableness / value for money (e.g. against estimated price, historical price, or known market pricing).
7. Contract negotiations, including negotiation of the price is explicitly permitted for SSS.
8. On successful completion of the contract negotiations, the agreed contract / PO shall be issued and signed.
9. The Purchaser is not bound to accept the proposal and reserves the right to accept or reject the proposal without assigning any reason whatsoever.



# III

## Consulting Services

### Forms and Templates



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## 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 through the approval of a Deviation Request Form or a Procurement Management Plan.

Appendix I      Requisition Form and Call for Expression of Interest

Appendix II      Standard Request For Proposal Documents (RFP)

Appendix III      Proposal Opening and Evaluation

Appendix IV      Proposal Method (PM)

Appendix V      Single Source Selection (SSS)

Also applicable are the following Appendices of Part II (IV):

Appendix I      Method Change Request Form Template

Appendix II      Procurement Management Plan Template

Appendix III      Deviation Request Form Template

Appendix IV      Single Source Request Form

Appendix V      Record Keeping

Appendix VI      Procurement Thresholds

# Appendix I

## 1. Requisition Form and Call for Expression of Interest

The following forms will be required during the preparatory phase of calling for proposals. The initiation will happen with the raising of the requisition form by the requestor. Thereafter, for QCBS-O the Call for Expressions of Interest (two-stage QCBS-O) or Call for Proposals (one-stage QCBS-O) is to be published in the national/international newspapers/ websites as applicable. For the procurement of Consulting Services lots are not used.

For QCBS-L and PM, 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 are required for QCBS-L, PM and SSS.

The following forms shall be used when undertaking RFP's.

Form	Name/Title
BPD 1-1	Requisition Form, refer to BPD 1-1 in Part II (II), Section 5 (for consulting services the column 'unit' shall be left blank).
BPD 5-2	Draft advertisement (for Newspaper Advertisement) for calls for Expressions of Interest (EOI) under QCBS-O (two-stage with EOI)
BPD 5-2B	Call for Proposals under QCBS-O (one-stage without EOI)

## Form BPD 5-2

### Call for Expressions of Interest (Consulting Services)

*[Note: Below is a draft of the advertisement to be published, this may be modified as required to suit the specific requirement / situation, including use of Bangla.]*

#### Proposal 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.

Consultants must also confirm that they comply with all applicable Anti-Terrorism Laws, including the Anti-Terrorism Act 2009 (as may from time to time be amended, renewed, extended, or replaced) and do not engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

#### 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:

EITHER

**[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.

OR

Must be submitted electronically with the accompanying materials to the **BRAC eTender portal (tender.brac.net)** **at or before <insert time> hours on <insert date>** in **<insert file format> format.**

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

## Form BPD 5-2B

### Call for Proposals (Consulting Services)

1	Project Name (if applicable)	
2	Proposal Name	
3	Invitation for Proposal Reference	
4	Invitation for Proposal & Date	
5	Submission Closing Date and Time	
6	Time for Completion of Services	
7	Name and address of the Office Opening Tenders (Optional: complete where Tenders are being opened publicly. If not a public opening then enter not applicable)	
8	Date and Time for Opening of Tenders (Optional: complete where Tenders are being opened publicly. If not a public opening then enter not applicable)	Tenderers and their authorised representatives are allowed to attend
9	Place of Pre-Tender Meeting (Optional)	
10	Date and Time of Pre-Tender Meeting (optional)	
11	Special instructions (optional)	The Procuring Entity reserves the right to reject all tenders prior to acceptance.
12	Background	
13	Description / Scope of Services	

Name of the official inviting the tender \_\_\_\_\_

Designation of the official \_\_\_\_\_

## 2. Expression of Interest Opening Steps and Forms

### A. Expression of Interest Opening Steps.

- Step 1 Check and confirm the deadline for submission and opening of Expressions of Interest.
- Step 2 Check whether the Opening is specified to be Public or not.
- Step 3 Ensure dropping of all Expressions of Interest in accordance with the procedures set in the Call for Expressions of Interest (advertisement).
- Step 4 Make sure that Tender Opening Committee (TOC) members are present.
- Step 5 Obtain signature of the TOC Members in Form BPD 5-4.
- Step 6 If Public Opening, check the presence of Consulting Firm's representatives and obtain their signature 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 For hard copy submissions, during the process under Step-8 above mark Serial Number (TSN) on the sealed cover of the Expression of Interest.
- Step 10 For hard copy submission, tear-open the sealed Expressions of Interest one by one and again mark and encircle SN 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.

### B. Forms to be maintained for Opening Expressions of Interest.

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

Form	Name/Title
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**

**Proposal Name:** \_\_\_\_\_

**Reference No:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

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**

**Proposal Name:** \_\_\_\_\_

**Reference No:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

SI No	Name	Designation	Signature

**Form BPD 5-5**  
**BRAC**  
**Procurement Department**  
**Expression of Interest Opening Record of Attendance**  
**for Consulting Firms**

**Proposal Name:** \_\_\_\_\_

**Reference No:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

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

**Form BPD 5-6**  
**BRAC**  
**Procurement Department**  
**Expression of Interests Received**

**Proposal Name:** \_\_\_\_\_

**Reference No:** \_\_\_\_\_

**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**

- Step 1. An assessment (evaluation) team shall be established by BRAC shall assess all received Expressions of Interest (EOI), from which a short-list of at least 3 qualified consulting firms will be selected 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.
- Step 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.
- Step 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.
- Step 4. Ultimately a minimum of 3 firms providing the best suited EOI responses shall be short-listed. In the event that less than 3 qualified consulting firms are identified, an exception note shall be approved from Director Administration and Road Safety Programme to proceed with less than 3. The result of the assessment of the Expression of Interest and recommendation for short-listing shall be documented in the Expression of Interest Assessment and Short-listing Report, Form BPD 5-32.
- Step 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.

## Form BPD 5-32

### EXPRESSION OF INTEREST ASSESSMENT AND SHORT-LISTING REPORT

#### 1. Introduction

##### 1.1. Expression of Interest Details

1. Name of Assignment/Project	[Text]
2. Description / Scope of Services	
3. Expression of Interest (a) Publication Date (b) Closing Date	[Insert Date] [Insert Date]
4. Publication Media	[QCBS-O: insert]
5. Number of Responses Received	[Insert Number]
6. Names of Consultants that Submitted Responses (prior to Closing Date / Time)	[Insert Name] [Insert Name] [Insert Name]
7. Any Late Responses Received	[Insert Name of Consultant and time received]

##### 1.2. Assessment Criteria

Criteria	Description
[Insert as per TOR]	

#### 2. Assessment Results

Consultant Name	Overall Rating	Short-list for RPF (Yes/No)	Reason / Comment


### 3. Recommendation Summary

It is recommended that the following Consultants are short-listed to progress to the RFP stage as they have been deemed to be the best qualified to deliver the services:

- [Insert short-listed Consultant name]
- [Insert short-listed Consultant name]
- [Insert short-listed Consultant name]
- [Insert short-listed Consultant name]

The following Consultants are not recommended to be short-listed to progress to the RFP stage:

- [Insert non short-listed Consultant name]
- [Insert non short-listed Consultant name]
- [Insert non short-listed Consultant name]
- [Insert non short-listed Consultant name]
- [Insert non short-listed Consultant name]

### 3. Evaluation Committee

Evaluator's Name	Signature	Date
		[Date]
		[Date]
		[Date]
		[Date]

## Appendix II

### Standard Request for Proposal Documents (RFP) for Quality and Cost Based Selection (QCBS) under Open Tendering (QCBS-O) 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 two-stage Open Tendering Method (QCBS-O with Expression of Interest and RFP), the one-stage Open Tendering Method (QCBS-O with RFP only) and also for the Limited Tendering Method (QCBS-L), whereby tenders are invited from a short-list prepared by BRAC,
3. The Call for Expression of Interest is only used for the two-stage Open Tendering Method (QCBS-O with Expression of Interest and RFP). The Call for Expression of Interest is not used for one-stage QCBS-O (RFP only) as the RFP is directly advertised to the open market in line with OTM.
4. RFP is based upon internationally acceptable model formats, which have been adapted to suit the particular needs of procurement within BRAC. The RFP has 7 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.**
5. 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.
6. 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.
7. 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 Letter of Invitation for the RFP is provided in the following documents; the letter of invitation contains basic information for the invited consultants. This is used in the two-stage QCBS-O (EOI followed by RFP to shortlisted consultants), QCBS-L and Proposal Method.

#### 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).

## **Section 8: Advance Payment Security Form**

Advance Payment Security Form template (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 *(not applicable for proposal method)*
2. Proposal Data Sheet *(not applicable for proposal method)*
3. Terms of Reference
4. Proposal Response Schedules *(not applicable for proposal method)*
5. General Conditions of Contract *(not applicable for proposal method)*
6. Special Conditions of Contract *(not applicable for proposal method)*
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 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 Consultant responding to the RFP may not associate with any other Consultant that is responding to the RFP. In case Consultants are responding as an association, partnership 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 shall not be altered without the prior consent of Purchaser. Association or joint venture arrangements shall be detailed in 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 ANTI-TERRORISM**

- 1.4.1 The Purchaser requires that Consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers comply with all applicable Anti-Terrorism Laws (as hereinafter defined) and do not engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. "Anti-Terrorism Laws" shall mean any laws relating to terrorism or money laundering, including: Anti-Terrorism Act of 2009 (as may from time to time be amended, renewed, extended, or replaced) and any international conventions related to terrorism and counter-terrorism.

## **1.5 QUALIFICATIONS OF THE CONSULTANT**

- 1.5.1 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**.
- 1.5.2 The Purchaser shall disqualify the Consultant if it finds that the information submitted in a Proposal concerning its qualifications is false, misleading or incomplete.

## **1.6 PROPOSAL SUBMISSION AND OPENING**

- 1.6.1 Proposals may be submitted in either hard copy and/or electronically as specified in the **PDS**. For hard copy submissions, 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.
- 1.6.2 For hard copy submissions, 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. For electronic submissions the Proposal shall be submitted as set out in the **PDS**.
- 1.6.3 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 of.
- 1.6.4 The Purchaser shall open the Technical Proposals as soon as reasonably practicable after the deadline for their submission. The Proposal opening may either be Public, with Consultants allowed to attend, or not Public, without Consultants invited to attend, as detailed in the **PDS**. The envelopes with the Financial Proposals shall remain sealed and securely stored.
- 1.6.5 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.
- 1.6.6 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.
- 1.6.7 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.

## **1.7 EXAMINATION AND EVALUATION OF PROPOSALS**

- 1.7.1 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.

- 1.7.2 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.
- 1.7.3 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.
- 1.7.4 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.
- 1.7.5 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**.
- 1.7.6 Financial Proposals of technically responsive Proposals who achieved the minimum technical score may either be opened publicly in the presence of the Consultants' representatives who choose to attend, or not in public with no Consultant's present as indicated in the **PDS**. Where the opening is to be public, the applicable 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 documented. Costs incurred by the Consultants' participation to the financial opening shall be borne fully by the Consultants.
- 1.7.7 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**.
- 1.7.8 The weights of the technical evaluation result and financial evaluation result for each proposal shall be as stated in the **PDS**.
- 1.7.8 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.

## **1.8 NEGOTIATIONS**

- 1.8.1 Negotiations, if required, are likely to be held by the date and at the address indicated in the **PDS**.
- 1.8.2 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.
- 1.8.3 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.
- 1.8.4 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.

- 1.8.5 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. 1.8.7 below shall apply accordingly.
- 1.8.6 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.
- 1.8.7 If negotiations fail, the Purchaser will invite the Consultant whose Proposal is ranked second to negotiate a Contract.

## **1.9 ACCEPTANCE OR REJECTION OF ANY OR ALL PROPOSALS**

- 1.9.1 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).

## **1.10 APPROVAL AND NOTIFICATION OF CONTRACT AWARD**

- 1.10.1 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](http://www.brac.net)) and promptly notify all other Consultants who have submitted proposals.

## **1.11 NOTIFICATION AND DEBRIEFING OF UNSUCCESSFUL CONSULTANTS**

- 1.11.1 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.
- 1.11.2 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](http://www.brac.net)).

## **1.12 COMPLAINT HANDLING**

- 1.12.1 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 1.11 above he may submit a complaint. The process to handle and resolve a Consultant's complaint is described in 1.12.2 below:
- 1.12.2 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 Administration and Road Safety Programme, the Executive Director, and the Ombudsperson 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 Administration and Road Safety Programme, BRAC; address **as stated in the PDS**. The Director Administration and Road Safety Programme 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 Administration and Road Safety Programme, 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 Executive Director, BRAC; address **as stated in the PDS**.
- (g) the Executive Director, 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 Ombudsperson, BRAC; address **as stated in the PDS**.
- (i) The Ombudsperson, 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 Ombudsperson 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 Executive Director, BRAC, and Director Administration and Road Safety Programme, BRAC.
- (j) The decision of the Ombudsperson 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 &lt;insert date&gt; at &lt;insert time&gt; at &lt;insert place&gt;]</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: &lt;insert&gt;]</i></p> <p>Or</p> <p><i>[The budget for the required consulting services is: &lt;insert&gt;]</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>
<b>ITC 1.1.5</b>	<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>&lt;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&gt;</i></p>
<b>ITC 1.1.9</b>	<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>
<b>ITC 1.1.10</b>	<p>The proposal validity shall be: <i>&lt;insert&gt;</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>
<b>ITC 1.1.11</b>	<p>Clarifications can be requesting in writing up to ten (10) days before the submission deadline.</p> <p>For <b><u>clarification purposes</u></b> only, the Purchaser's address is:</p> <p>Attention:</p> <p>Address:</p> <p>Facsimile number:</p> <p>Electronic mail address:</p>
<b>ITC 1.1.13</b>	<p>The Consultant shall submit <i>&lt; insert &gt;</i> copies of the Technical Proposal and <i>&lt; insert &gt;</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>
<b>ITC 1.3.1</b>	<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>
<b>ITC 1.5.1</b>	<p>The following documents are required: <i>&lt;insert any additional requirement for supporting documents, not covered in Section 3, to proof the</i></p>

	<i>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&gt;</i>																																						
<b>ITC 1.6.1</b>	<p>Proposals shall be submitted:</p> <p>In Hard Copy</p> <p>AND / OR</p> <p>Electronically via &lt;insert details of electronic submission&gt;. Electronic Tender submissions shall be in &lt;insert file format for the submission&gt;.</p> <p>The date and time by which Proposals must be received by the Purchaser is: &lt;insert the time and date&gt;.</p>																																						
<b>ITC 1.6.4</b>	<p><i>Either</i></p> <p>The Tender Opening shall be Public and take place at:</p> <p>Address:</p> <p>On [state date] at [state time]</p> <p><i>Or</i></p> <p>The Tender Opening will not be Public.</p> <p><i>[Tenders shall be opened in one place only. This is only required if the Tender is to be opened publicly. If the Tender is not opened publicly then enter Not Applicable.]</i></p>																																						
<b>ITC 1.7.1</b>	The selection method is Quality and Cost Based Selection (QCBS).																																						
<b>ITC 1.7.1</b> <b>ITC 1.7.4</b>	<p>Criteria, sub-criteria and point system for the evaluation of the Technical Proposals are:</p> <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 within similar countries</td><td>5</td></tr> <tr> <td><b>Sub-total</b></td><td><b>10</b></td></tr> <tr> <td colspan="2"><i>[Note: may be adjusted, if required, in a range totalling 10 to 20 points]</i></td></tr> <tr> <td>(ii) Approach, Methodology and Work Plan</td><td></td></tr> <tr> <td>Understanding of and comments on the terms of reference</td><td>10</td></tr> <tr> <td>Technical approach and methodology</td><td>20</td></tr> <tr> <td>Work plan</td><td>10</td></tr> <tr> <td><b>Sub-total</b></td><td><b>40</b></td></tr> <tr> <td colspan="2"><i>[Note: may be adjusted, if required, in a range totalling 30 to 50 points]</i></td></tr> <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><b>Sub-total</b></td><td><b>50</b></td></tr> <tr> <td colspan="2">Each of the above experts' total points sub-divided into:</td></tr> <tr> <td>General qualification</td><td>20%</td></tr> <tr> <td>Adequacy for the project</td><td>60%</td></tr> </table>	(i) Consultant's (Firm) Experience		Experience with similar projects	5	Experience within similar countries	5	<b>Sub-total</b>	<b>10</b>	<i>[Note: may be adjusted, if required, in a range totalling 10 to 20 points]</i>		(ii) Approach, Methodology and Work Plan		Understanding of and comments on the terms of reference	10	Technical approach and methodology	20	Work plan	10	<b>Sub-total</b>	<b>40</b>	<i>[Note: may be adjusted, if required, in a range totalling 30 to 50 points]</i>		(iii) Qualification of Experts, including their Experience in the Field of Assignment		Team Leader, or Expert 1	20	Expert 2	15	Expert 3	15	<b>Sub-total</b>	<b>50</b>	Each of the above experts' total points sub-divided into:		General qualification	20%	Adequacy for the project	60%
(i) Consultant's (Firm) Experience																																							
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Each of the above experts' total points sub-divided into:																																							
General qualification	20%																																						
Adequacy for the project	60%																																						

	<p>Experience in region 10%</p> <p>Language 10%</p> <p>[Note: may be adjusted, if required, in a range totalling 40 to 60 points]</p> <p><b>Total 100</b></p> <p>[Note: the overall total must always be 100]</p> <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 <math>10 \times 90\% = 9</math> points.</p>
<b>ITC 1.7.5</b>	<p>The minimum Technical Score St required to pass is: &lt;insert&gt; Points.</p> <p>[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]</p>
<b>ITC 1.7.6</b>	<p>Either</p> <p>The Financial Proposals will be opened publicly, applicable Consultants that achieved the minimum technical score will be informed of the time and location in time to be able to make arrangements for participation in the financial opening.</p> <p>Or</p> <p>Public opening of proposals will not be held.</p> <p>[Select one of the above]</p>
<b>ITC 1.7.7</b>	<p>The single currency for price conversions is: Bangladeshi Taka.</p> <p>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 opening of proposals.</p> <p>The formula for determining the financial scores is the following:</p> <p><math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the price of the lowest proposal and <math>F</math> the price of the proposal under evaluation.</p>
<b>ITC 1.7.8</b>	<p>The weights given to the Technical and Financial Proposals are:</p> <p><math>T = 0.80</math> for the technical proposal, and</p> <p><math>F = 0.20</math> for the financial proposal.</p> <p>[This may be changed for certain standard consultancies, such as financial auditing services to e.g. <math>T = 0.70</math> and <math>F = 0.30</math>]</p>
<b>ITC 1.8.1</b>	<p>The negotiations are expected to be held on &lt;insert date&gt; at &lt;insert address&gt;.</p>
<b>ITC 1.12.2 (d)</b>	<p>The name and address of the office where complaints to the Procuring Entity are to be submitted is:</p> <p>The Director Administration and Road Safety Programme BRAC Head Office BRAC Centre, 75 Mohakhali</p>

	Dhaka 1212
<b>ITC 1.12.2 (f)</b>	The name and address of the office where complaints to the Procuring Entity are to be submitted is: The Executive Director BRAC Head Office BRAC Centre, 75 Mohakhali Dhaka 1212
<b>ITC 1.12.2 (h)</b>	The name and address of the office where complaints to the Procuring Entity are to be submitted is: The Ombudsperson 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.

We confirm that we comply with all applicable Anti-Terrorism Laws (as hereinafter defined) and do not engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. "Anti-Terrorism Laws" shall mean any laws relating to terrorism or money laundering, including: Anti-Terrorism Act of 2009 (as may from time to time be amended, renewed, extended, or replaced) and any international conventions related to terrorism and counter-terrorism

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,

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

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

# STANDARD REQUEST FOR PROPOSALS (RFP) DOCUMENTS

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

*[Using the format below, the Consultant must 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:	
Name of Client:	
Address of Client:	
Location & Country:	
Approximate value of the contract:	
Approximate value of the services provided by your organisation under the contract:	
Duration of assignment (months):	
Total N° of staff-months of the assignment:	
N° of professional staff-months provided by your organisation:	
Start date (month/year): Completion date (month/year):	
Name of senior staff of your organisation involved and functions performed (include key profiles such as Project Director/Coordinator, Team Leader, Key Experts):	
Name of associated Consultants, if any:	
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]  
 For \_\_\_\_\_ [Enter Consultant name and stamp]

Dated \_\_\_\_\_

# 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) <sup>1</sup>														Total input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>2</sup>	Total	
<b>Foreign</b>																		
1		[Home]																
		[Field]																
2																		
n																		
										<b>Subtotal</b>								
<b>Local</b>																		
1		[Home]																
		[Field]																
2																		
n																		
										<b>Total</b>								

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 <sup>1</sup>	Weeks <sup>2</sup>						
		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,

Authorised 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:

- For Time-Based contracts to show the breakdown of costs; required for calculations of payments due under the contract.
- 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 a format acceptable to BRAC 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

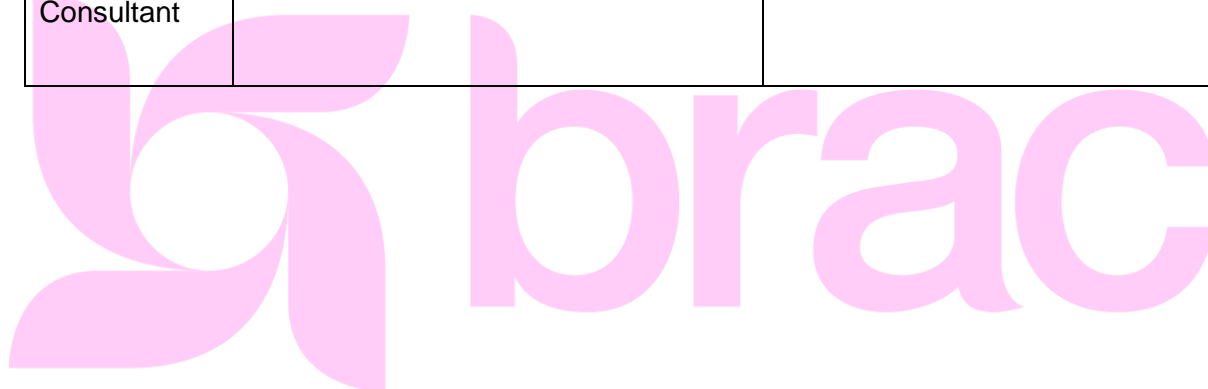
Item	Total Price <i>[insert currency]</i>
Person-day Fee Rates	
Reimbursable Costs Payable	
Total	

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

## Conditions of Contract

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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.
- (2) Money Laundering, Terrorism and Prohibited Parties



- (i) The Consultant shall not engage in any dealing with, or otherwise provide, directly or indirectly, funds, economic resources or support to, any person or organisation who is:
  - (a) designated on any list of targeted persons issued under economic or financial sanctions administered by an official government or is otherwise associated with terrorism; or
  - (b) located within or operating from a Sanctioned Territory as identified by the United Nations Security Council, or the Government of Bangladesh.
- (ii) The Consultant shall provide to BRAC for vetting or screening purposes, the full names and full dates of birth, and any other information requested, of its shareholders, members, directors, trustees (if applicable) and any key staff, and any other person directly or indirectly involved with the Procurement Process, at the request of BRAC. For the avoidance of doubt, this requirement does not extend to beneficiaries.
- (iii) The Consultant shall ensure that none of its funds or resources are transferred to any person or organisation that is located, organised or resident in a Sanctioned Territory as identified by the United Nations Security Council and the Government of Bangladesh, nor directly or indirectly involved in money laundering or terrorism.
- (iv) The Consultant shall notify BRAC immediately if, during the course of its Agreement with BRAC, it becomes aware of any link with any Prohibited Party or organisation or individual who may be perceived to be linked in any way to money laundering and/or terrorism or who appears on any sanctions list, including but not limited to any detected, suspected or attempted (direct or indirect):
  - (a) financial transaction or other dealing with a Prohibited Party or a terrorist group; or
  - (b) diversion of Project assets, funds or resources to a Prohibited Party or a terrorist group.
- (v) The Consultant shall ensure that any person associated, who is performing services or providing goods in connection with an Agreement with BRAC or is otherwise a subcontractor does so only on the basis of a written contract which imposes on and secures from such person Money Laundering, Terrorism and Prohibited Parties terms equivalent to those imposed on the Consultant. The Consultant shall be responsible for the observance and performance by such persons of any of these terms, and shall be directly liable to BRAC for any breach by such persons of any of these terms.
- (vi) "Prohibited Party" includes politically exposed persons, persons, organisations and entities listed in resolutions of the United Nations Security Council, designated by the United States Treasury Department's Office of Foreign Asset Controls ("OFAC") as specially designated nationals ("SDNs") and by United States government agencies, with which one may not engage in business transactions because of terrorism risks or legal restrictions imposed on them.

### (3) Safeguarding

The Consultant shall:

- I. Ensure that children and adults at risk are safeguarded from any form of abuse, sexual harassment, intimidation, violence, bullying, humiliation, neglect, exploitation and discrimination, including physical, financial, psychological and sexual abuse, sexual exploitation, neglect, or self-harm or inhuman or degrading treatment howsoever arising (collectively, "Behaviour"), based on the BRAC safeguarding policies from time to time, and take all reasonable steps necessary to eliminate or minimise risk of actual, attempted or threatened Behaviour, and whether or not such conduct would amount to a criminal offence;
- II. Ensure that all allegations, suspicions and incidents of abuse, harm or the risk of harm to children and/or adults or where there is concern about the behaviour of an individual, or about the welfare of a child or adult, and believes they are suffering or likely to suffer abuse, harm or neglect, or otherwise related to safeguarding, are reported immediately to BRAC on a strictly confidential basis; BRAC shall review and, if considered appropriate in its sole discretion, investigate and inquire into any reported allegation, suspicion or incident of

Behaviour. Such review, investigation and inquiry will be confidential, independent of and without prejudice to a report and proceedings under any applicable law;

- III. If required by BRAC, ensure that all the its personnel (paid and voluntary) taking part in any aspect related to this Agreement attend safeguarding awareness training provided by BRAC and submit its safeguarding policy and procedures to BRAC for approval; the supplier / consultant must incorporate any amendments to its safeguarding policy and procedures required by BRAC from time to time;

#### 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
<b>GCC 5.1 (1)</b>	<p>The Purchaser is represented by:  <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>
<b>GCC 5.1 (2)</b>	<p>The Consultant is represented by:  <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>
<b>GCC 5.1</b>	<p>The Contract Manager appointed by Purchaser is:  <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:  <i>[enter names and tasks covered, as per the Consultant's proposal, or as negotiated]</i></p> <p>The Consultant's Other Personnel is:  <i>[enter names and tasks covered, as per the Consultant's proposal, or as negotiated]</i></p>

<b>GCC 5.3 (2)</b>	<p>The Member-in-Charge is:  [enter name of entity]  [enter name of individual]  [enter contact address]  Tel: [enter telephone number]  Fax: [enter fax number]  e-mail: [enter e-mail address]  <i>[If this consultancy is not a joint venture or consortium or association, enter “not applicable”.]</i></p>
<b>GCC 5.4</b>	<p>The addresses for submitting Notices shall be:  <u>For Purchaser</u>  [enter name]  BRAC Procurement Department (BPD)  BRAC Head Office  BRAC Centre, Ground Floor  75 Mohakhali  Dhaka 1212, Bangladesh  Phone: [enter phone number]  Fax: [enter fax number]  Email: [enter email address]  <u>For the Consultant</u>  [enter name of person]  [enter name of Consultant]  [enter address of Consultant]  [enter contact details]</p>
<b>GCC 5.5.4</b>	<p>The Purchaser shall provide the following assistance: [enter as appropriate]  <i>[If no such assistance is provided by the Purchaser, enter “not applicable”.]</i></p>
<b>GCC 5.6.3</b>	<p><i>[If BRAC is required to retain intellectual property and copyright – e.g. in the case of textbooks to be developed by a Consultant, state so here; in all other cases delete this entry line.]</i></p>
<b>GCC 5.6.9 (c)</b>	<p>The following actions shall require Purchaser’s prior approval:  [enter details as appropriate]</p>
<b>GCC 5.8.1</b>	<p>The services are to be performed in [enter details/place]</p>
<b>GCC 5.8.2</b>	<p>The date of effectiveness is: [enter date]</p>
<b>GCC 5.8.3</b>	<p>The Consultant shall commence the Contract within [enter number of days] from the date of effectiveness</p>
<b>GCC 5.8.4</b>	<p>The Contract shall end by [enter date]</p>



<b>GCC 5.9.1</b>	Professional Indemnity Insurance shall be for <i>[enter currency/amount]</i>
<b>GCC 5.9.2</b>	Public Liability Insurance shall be for <i>[enter currency/amount]</i> <i>[If appropriate, the Purchaser may waive either or both requirements for smaller value contracts]</i>
<b>GCC 5.11 (2)</b> <b>GCC 5.11 (3)</b>	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>
<b>GCC 5.11 (4)</b>	An Advance Payment shall be for <i>[enter currency/amount or percentage of the contract value]</i>  Conditions applicable for other payments shall be <i>[enter details; schedule of deduction of advance payment from subsequent invoices]</i>  <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:

Form	Description
BPD 5-17	Contract Agreement
BPD 5-18	Terms of Reference
BPD 5-19	Sample Costing Breakdown
BPD 5-20	Sample Time Sheet



## 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	Hours Worked	Activities / Comments
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]*<sup>1</sup> 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]*<sup>1</sup> 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]*.<sup>2</sup> 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.*

<sup>1</sup> *The Bank shall insert an amount representing the amount of the advance payment.*

<sup>2</sup> *Insert the date stipulated in the Contract for completion of Services.*

## Appendix III

### Proposal Opening and Evaluation

#### Section 1: Technical Proposals Opening Steps

##### Opening Steps

- Step 1 Check and confirm the date and time for Submission and Opening of Proposals.
- Step 2 Check whether the Opening is specified to be Public or not.
- Step 3 Ensure dropping of all Proposals in accordance with the procedures set in the Request for Proposals (PFP).
- Step 4 Make sure that Tender Opening Committee (TOC) members are present.
- Step 5 Obtain signature of the TOC Members in Form BPD 5-23.
- Step 6 If Public Opening, check the presence of intending participating Tenderers / Consultants or their authorised representatives and obtain signature of the Tenderers and/or their authorised 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 For hard copy submissions, mark Serial Number (TSN) and encircle on the sealed cover of the Proposals.
- Step 10 Tear-open the sealed Proposals one by one and again mark and encircle SN 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.

##### 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:

Form	Name/Title
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	Record of Proposals Received



**Form BPD 5-22**  
**BRAC**  
**75, Mohakhali, Dhaka - 1212**  
**Proposal Dropping Record Sheet**

**Proposal Name:** \_\_\_\_\_

**Reference No:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

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**

**Proposal Name:** \_\_\_\_\_

**Reference No:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

SI No	Name	Designation	Signature

**Form BPD 5-24**  
**BRAC**  
**Procurement Department**  
**Proposal Opening Record of Attendance**  
**for Consulting Firms**

**Proposal Name:** \_\_\_\_\_

**Reference No:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

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

**Form BPD 5-25**  
**BRAC**  
**Procurement Department**  
**Record of Proposals Received**

Proposal Name: \_\_\_\_\_

Reference No: \_\_\_\_\_

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].*

## **Appendix III**

### **Section 2: Technical Evaluation of Consulting Services**

1. BRAC shall appoint 3 to 5 evaluators for the technical evaluation as appropriate; for low complexity and/or low value consultancies 3 evaluators will be sufficient, whereas for High complexity / high value consultancies 5 is recommended.
2. 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) whether those tenders passing the qualification stage meet the Terms of Reference stipulated in the RFP.
3. It is important that each evaluator does an independent evaluation from the other evaluators. The final score shall be the average of the individual evaluations.
4. If large differences between evaluators on some sub-criteria do occur (for example if one evaluator gives a very high score and another evaluator a very low score for the same criteria), this would indicate an error or problem with the evaluation scoring as two evaluators should not determine vastly different scores for the same criteria based on the same information. As such, in this instance the basis for the scoring shall be discussed to identify the reason for the variance with the objective of correcting any errors and reducing the variation in the score.
5. The technical evaluation shall be documented in the Technical Evaluation Report, Form BPD 5-26.

## Form BPD 5-26

### TECHNICAL EVALUATION REPORT

#### 1. Introduction

##### 1.1 RFP Details

1. Name of Assignment/Project	[Text]
2. Description / Scope of Services	
3. Type of Contract	[Insert Lump Sum or Time Based]
4. Request for Proposal (a) Invitation Date (b) Closing Date / Time	[Insert Date] [Insert Date/Time]
5. Consultants Invited	[If advertised Publicly, i.e. one-stage QCBS-O, then insert the advertisement details. If invited, i.e. two-stage QCBS-O with EOI or QCBS-L, then insert the names of the invited Consultants]
6. Pre-Proposal Meeting Pre-Proposal Minutes issued	[Insert Date or state "not applicable"] [Insert Date or state "not applicable"]
7. Technical Proposal Opening	[Insert Date and Insert Time]
8. Number of Proposal Received	[Insert Number]
9. Names of Consultants that Submitted Proposals (prior to Closing Date / Time)	[Insert Name] [Insert Name] [Insert Name]
10. Any Late Proposals Received	[Insert Name of Consultant and time received]

##### 1.2 Selection Process Prior to Technical Evaluation

[Insert briefly the procurement and selection process prior to the issue of the RFP. For one-stage QCBS-O delete this section. For two-stage QCBS-O summarise the outcome of the EOI Assessment from the EOI Assessment and Short-listing Report. For QCBS-L detail how the invited consultants were identified and selected.]

[Text]

#### 2. 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]

##### 2.1. Evaluation Methodology

###### 2.1.1. Minimum Qualification Requirements

Requirement	Description

### 2.1.2. Technical Evaluation Criteria

Criteria	Sub-Criteria	Description	Weighting	Marks
	Sub-Total			
	Sub-Total			
	Sub-Total			
Total				
Minimum Qualifying Score				

### 2.2. Technical Evaluation Results

*[Present result of the technical evaluation: scores and technical ranking]*

Rank	Consultant Name and Country	Minimum Qualification Requirements (Pass/Fail)	Total Score
1	[Name, Country]	[Pass/Fail]	[Score]
2	[Name, Country]	[Pass/Fail]	[Score]
3	[Name, Country]	[Pass/Fail]	[Score]
4	[Name, Country]	[Pass/Fail]	[Score]

### 3. Recommendation

The following firms have passed the Minimum Qualification Requirements and achieved the minimum technical score of *[insert]* points, and will therefore progress to the next stage of the evaluation (opening of financial proposals, and financial evaluation):

Rank	Consultant Name	Technical Scores
1	[Name, Country]	[Score]
2	[Name, Country]	[Score]

3		
---	--	--

#### 4. Technical Evaluation Committee

Evaluator's Name	Signature	Date
		[Date]
		[Date]
		[Date]
		[Date]

#### ATTACHMENTS

1. Notes of Pre-proposal Meeting, if any
2. Record of Proposals received
3. Minutes of Opening of Technical Proposals
4. Summary of Clarifications, if any





## Appendix III

### Section 3: Financial Proposals Opening Steps

#### 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 Those achieving at least the minimum technical score will be invited to attend the opening of the financial proposals
- Step 3 Retrieve the appropriate financial proposals (only of those consultants having achieved at least the minimum technical score).
- Step 4 Make sure that Tender Opening Committee (TOC) members are present.
- Step 5 Obtain signature of the TOC Members in Form BPD 5-27.
- Step 6 Check the presence of Consulting firms' representatives and obtain their signature in Form BPD 5-28.
- Step 7 Open the sealed Financial Proposals one by one and, where they are hard copy, mark and encircle SN 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 Proposals that all the members and the Chairperson of the TOC have signed Form BPD 5-29.

#### Forms to be maintained for Opening (Financial) Proposals.

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

Form	Name/Title
BPD 5-27	Financial Proposal Opening Record of Attendance for BRAC officials.
BPD 5-28	Financial Proposal Opening Record of Attendance for Consulting Firms (if any).
BPD 5-29	Record of Financial Proposals Opened

**Form BPD 5-27**  
**BRAC**  
**Procurement Department**  
**Financial Proposal Opening Record of Attendance**  
**for BRAC Officials**

**Proposal Name:** \_\_\_\_\_

**Reference No:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

SI No	Name	Designation	Signature

**Form BPD 5-28**  
**BRAC**  
**Procurement Department**  
**Financial Proposal Opening Record of Attendance**  
**for Consulting Firms**

**Proposal Name:** \_\_\_\_\_

**Reference No:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

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

**Form BPD 5-29**  
**BRAC**  
**Procurement Department**  
**Record of Financial Proposals Received**

**Proposal Name:** \_\_\_\_\_

**Reference No:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

SI No	Name of the Consulting Firm	Country	Technical Evaluation Score	Price and Currency	Comments

*[Notes: enter for each qualified firm, i.e. those firms that passed the requirements of the Technical Evaluation, open each financial proposal and read currency and price from the Financial Submission Form]*

*[Comments shall include: check if original and required copies of the financial proposal are provided, and record observations made during the opening session].*

Members of the opening committee shall sign the completed form.

## **Appendix III**

### **Section 4: Financial Evaluation of Consulting Services**

1. BRAC shall appoint not less than 3 evaluators for the financial evaluation.
2. 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 be documented the Financial Evaluation Report, Form BPD 5-30, Financial Evaluation Report.



## Form BPD 5-30

### FINANCIAL EVALUATION REPORT

#### 1. Introduction

##### 1.1. RFP Details

1. Name of Assignment/Project	[Text]
2. Financial Proposal Opening	[Insert Date and Insert Time]
3. Number of Proposal Opened	[Insert Number]
4. Evaluation Weighting	
Non-Price	[Insert %]
Price	[Insert %]

##### 1.2. Result of Technical Evaluation

The following firms achieved the minimum technical score of [insert] points, and therefore progressed to the Financial Evaluation stage.

Rank	Consultant Name and Country	Technical Scores
1	[Name, Country]	[Score]
2	[Name, Country]	[Score]
3	[Name, Country]	[Score]

#### 2. Financial Evaluation

##### 2.1. 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:

$$\text{Financial score of proposal B} = \frac{8,000,000}{10,000,000} \times 100 = 80$$

##### 2.2. Financial Evaluation Result

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:

Consultant Name	Total Price (Converted to Tk)	Financial Score
[Name]	[Price]	[Score]
[Name]	[Price]	[Score]
[Name]	[Price]	[Score]

### 3. Combined Technical and Financial Evaluation

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.

Consultant Name	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	
[Name]						
[Name]						
[Name]						
Award Recommendation	To highest combined technical/financial score: Consultant's name: [insert name]					

### 4. Award Recommendation

[Insert the name of the company proposed for award, i.e. the firm with the highest final score]

### 5. Tender Evaluation Committee

Evaluator's Name	Signature	Date
		[Date]
		[Date]
		[Date]
		[Date]

## ATTACHMENTS

- Minutes of Opening of Financial Proposals.

## Appendix III

### Section 5: Notification of Award Letter Form (BPD 5-31)

#### 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 IV

### Proposal Method (PM) for Consulting Services

#### Guidance Note

1. PM shall be conducted generally in accordance with the process, standard RFP template and Forms used for QCBS-L with the exceptions detailed below.
2. The evaluation method to be used shall be based on the compliance of the proposal against the requirements of the RFP and TOR and the total price (Cost Based Selection), not QCBS. The proposal that shall be determined to be the most advantageous and represent the best value for money and therefore recommended for award, shall be the proposal with the lowest total price that meets the requirements of the RFP and TOR.
3. In order to reflect the Cost Based Selection approach in the RFP document, the following changes are required to be made to Section 2 – Proposal Data Sheet of the RFP:

<i>Instructions for completing the Proposal Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITC Clauses.</i>	
<b>ITC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the Instruction to Consultants</b>
<b>ITC 1.7.1</b>	The selection method is Cost Based Selection (the Proposal with the lowest total price that meets the requirements of the RFP and Terms of Reference).
<b>ITC 1.7.4</b>	Technical evaluation shall be based on compliance with the requirements set out in the Terms of Reference. Proposals shall be assessed on a pass and fail basis.
<b>ITC 1.7.5</b>	Not Applicable. No scoring will be applied to the technical assessment. Proposals that are assessed to meet the requirements of the Terms of Reference will pass the Technical Evaluation.
<b>ITC 1.7.6</b>	Public opening of proposals will not be held.
<b>ITC 1.7.7</b>	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 opening of proposals.  The proposals will be ranked in accordance with the Total Price, with the Proposal that represents the lowest Total Price being ranked highest.
<b>ITC 1.7.8</b>	No Weighting shall be applied to Technical and Financial Evaluation. The proposals deemed to pass the Technical evaluation will be ranked in accordance with the Total Price, with the Proposal representing the lowest Total Price being ranked highest.

4. The responsible procurement officer shall determine which Proposal Response Forms (forms BPD 5-7 to 5-16) shall be included in the RFP for submission by the consultant based on the complexity and nature of the requirements.
5. It is not mandatory that 3 Proposals are received for evaluation, the evaluation may proceed based on the number of Proposals received.

6. A team of 3 evaluators shall be sufficient to evaluate to the Proposals.
7. Following the completion of the Technical Evaluation, the Financial Evaluation will immediately commence for the Proposal's that passed the Technical Evaluation and were deemed to meet the requirements.
8. There will be no public opening of the financial proposal. The Consultants shall not be invited to attend the opening of the Financial Proposals and shall not be advised of the result of the evaluation until after the completion of the Financial Evaluation.
9. Separate Technical and Financial evaluation reports will not be produced. A single Proposal Evaluation Report (Form BPD 5-33) shall be prepared at the conclusion of the evaluation. Following the completion of the evaluation, the Consultants shall be advised of the outcome.



## Form BPD 5-33

### PROPOSAL EVALUATION REPORT

#### 1. RFP Details

1. Name of Assignment/Project	[Text]
2. Description / Scope of Services	
3. Type of Contract	[Insert Lump Sum or Time Based]
4. Request for Proposal (a) Invitation Date (b) Closing Date / Time	[Insert Date] [Insert Date/Time]
5. Proposal Opening	[Insert Date and Insert Time]
6. Number of Proposal Received	[Insert Number]
7. Names of Consultants that Submitted Proposals	[Insert Name] [Insert Name] [Insert Name]

#### 2. Summary of Proposals

[Provide a summary of the proposals received and their strengths and weaknesses]

#### 3. Technical Evaluation

[Describe briefly the meetings and actions take]

Consultant Name and Country	Technical Evaluation Result (Pass/Fail)	Reason / Justification
[Name, Country]		
[Name, Country]		
[Name, Country]		
[Name, Country]		

#### 4. Financial Evaluation Result

The Financial proposals of those consultants that passed the Technical Evaluation 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:

Consultant Name	Total Price (Converted to BDT)
[Name]	[Price]
[Name]	[Price]
[Name]	[Price]
[Name]	[Price]

## 5. Award Recommendation

*[Insert the name of the company proposed for award, i.e. the firm with the highest final score]*

## 6. Approval of Tender Evaluation Committee

Evaluator's Name	Signature	Date
		[Date]
		[Date]
		[Date]
		[Date]

## ATTACHMENTS (if applicable)

1. Minutes of Opening of Technical Proposals.
2. Minutes of Opening of Financial Proposals.

## Appendix V

### Single Source Selection (SSS) for Consulting Services

#### Guidance Note

1. This procedure may be followed in circumstances described in Part I of these guidelines.
2. Where a Single Source process is proposed to be used for the procurement of consulting services, a Single Source Selection Request Form (BPD-SSS, Part II (IV), Appendix IV) must be completed and approved prior to conducting the SSS process.
3. SSS will be conducted based on Terms of Reference (Part II (III), Appendix II, Section 3).
4. 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).
5. The Consultant's financial proposal shall remain valid for 30 days and completed and signed by an authorised representative of the Consultant.
6. 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).
7. On successful completion of the contract negotiations, the discussed/agreed contract shall be issued and signed.
8. There will be no public opening of the financial proposal.
9. 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)					
<b>Total</b>					

[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

# **IV**

## **Procurement Governance**

### **Forms and Templates**



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# APPENDIX I

## Form BPD-MCR

### METHOD CHANGE REQUEST FORM

#### 1. Requestor Details

Enterprise  
Requestor Name  
Position / Title

#### 2. Procurement Details

Description of Goods or Service  
*(Note: a specification or TOR may be added for further details)*  
Budget / Estimated Value  
Estimated Quantity  
Estimated Commencement Date  
Estimated Delivery / Completion Date  
Source of Funds

#### 3. Details of Method Change

Procurement Method Specified in BPGIP  
Proposed Procurement Method to be used

Please detail below the reason / justification for the Method Change (including how the proposal will provide the best outcome for BRAC)

**4. Requestor**

Name	Position	Signature	Date

**5. Recommender**

Name	Position	Signature	Date

**6. Approvals**

Enterprise Director	
Name	Position
Signature	Date

## APPENDIX II

### Form BPD-PMP

#### PROCUREMENT MANAGEMENT PLAN

##### 1. Purpose

The purpose of this Procurement Management Plan is to document and approve tailoring of the procurement processes set out in the BPGIP in order to deal with special circumstances surrounding the particular Programme, Enterprise, Supplier, Category or Procurement set out in the Scope.

##### 2. Scope

*[Note: Insert the scope covered by the Procurement Management Plan, i.e. the scope of procurement activities that will be covered by the tailored processes set out in the Procurement Management Plan. This includes as applicable the Programme(s) / Enterprise(s) covered, the Goods / Services covered, the Supplier(s) covered (for example Strategic Suppliers where there is a partnership in place).]*

##### 3. Timeframe

*[Note: Insert period of time which the Procurement Management Plan applies.]*

##### 4. Reason / Circumstances

*[Note: Detail the specific circumstances or reason that the tailoring / revision of the procurement process is required.]*

##### 5. Business Requirement

*[Note: Provide details of the business requirements relating to the scope of the Procurement Management Plan. For example, what is the criticality / importance to BRAC, who are the users, what is the nature of the demand, what are the options to service the demand, etc.]*

##### 6. Supply Market

*[Note: Provide details of the Supply Market relevant to the scope of the Procurement Management Plan. For example, are there many suppliers available or is it specialised with limited suppliers, are the goods / services readily available or scarce, is the market competitive, are there any particular regulatory requirements, etc.]*

##### 7. Risks (to be conducted by the Risk Management Department)

Topic	Risk Description	Risk Rating	Risk Management Actions

##### 8. Details of Proposed Procurement Process Tailoring

BPGIP Reference	Current Process	Proposed Revision

### 9. Alignment with BRAC Objectives

*[Note: Detail how the proposed revisions to the procurement process are aligned with BRAC's objectives and will ensure that value for money is achieved for the activities under the Scope.]*

### 10. Proposer(s)

Name	Position	Signature	Date

### 11. Recommender

#### Director, Programme / Enterprise

Name	Position
Signature	Date

### 12. Approver

#### Executive Director / Managing Director, Enterprises

Name	Position
Signature	Date

# APPENDIX III

## Form BPD-DRF

### DEVIATION REQUEST FORM

#### 1. Requestor Details

Programme/Enterprise/Department

Requestor Name

Position / Title

#### 2. Procurement Details

Description of Goods or Service  
(Note: a specification or TOR may be added for further details)

Budget / Estimated Value

Estimated Quantity

Estimated Commencement Date

Estimated Delivery / Completion Date

Source of Funds

#### 3. Details of Deviation to BPGIP

Requirement / Provisions Specified in BPGIP

Proposed Change / Deviation to Provision Specified in BPGIP

Please detail below the reason / justification for the Deviation (including how the proposed will provide the best outcome for BRAC)

**4. Requestor**

Name	Position	Signature	Date

**5. Recommender (Director Programme / Enterprises)**

Name	Position	Signature	Date

**6. Approvals****Executive Director / Managing Director, Enterprises**

<b>Name</b>	<b>Position</b>
<b>Signature</b>	<b>Date</b>

## APPENDIX IV

### Form BPD-SSS

#### SINGLE SOURCE SELECTION REQUEST FORM

##### 1. Requestor Details

Programme/Enterprise/Department

Requestor Name

Position / Title

##### 2. Procurement Details

Description of Goods or Service  
(Note: a specification or Terms of Reference may be added for further details)

Budget / Estimated Value

Estimated Commencement Date

Estimated Delivery / Completion Date

Source of Funds

Proposed Supplier Name

Brand (if applicable, for Goods only)

##### 3. Single Source Justification

Reason for Single Source Selection  
(mark the relevant item(s) and add explanation below)

- ☐ A genuine operational emergency where time is critical
- ☐ The manufacturer/importer/distributor requires permission by the respective ministry of the People Republic of Bangladesh for the goods / services
- ☐ Market analysis has identified that there is genuinely only one Supplier / Consultant that is qualified / capable to provide the goods / services.
- ☐ The work is downstream where knowledge gained from the previous work is important for effective delivery of services (i.e. re-appointing consultant / BMRE for further work following on from a previous engagement),
- ☐ Repair services or parts are unavailable from any other source except the original equipment manufacturer or their designated servicing dealer.
- ☐ Other

Please prove below further explanation/details/commentary to justify the request.

#### 4. Basis for Supplier Selection

Detail how the proposed supplier was identified and selected

What is the basis for believing that the single source supplier identified is able to meet the needs will provide value for money? What comparisons have been made in this area?

#### 5. Requestor

Name	Position	Signature	Date

#### 6. Recommender (Director Programme / Enterprise)

Name	Position
Signature	Date

#### 7. Approval

(CFO if the value is up to Tk. 2 crore, or Executive Director/Managing Director if the value is over Tk. 2 crore)

Name	Position
Signature	Date

Note: Attach TOR, plus any other relevant information that supports the justification for Single Source Selection



## APPENDIX V

### 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 the 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 the 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	QCBS-O	QCBS-L	PM	SSS	FA	VE
Requisition	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
Specifications/Terms of Reference	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
Approval Note for Newspaper Advertisement & Advertisement Notice	Yes	No	No	No	Yes	No	No	No	No	Yes
Copy of Actual Advertisement	Yes	No	No	No	Yes	No	No	No	No	Yes
IFT/RFQ/RFP/ Schedule	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
Records of Tender Documents' Sale by BPD Accounts	Yes	No	No	No	No	No	No	No	No	No
Record of Venue for Tender Opening	Yes	No	No	No	No	No	No	No	No	No
Record of Security for Tender Opening	Yes	No	No	No	No	No	No	No	No	No
Tender Submission Records	Yes	Yes	Yes	No	Yes	Yes	Yes	No	Yes	Yes
Attendance Sheets (BRAC Staff, Tenderers) during Tender Opening	Yes	No	No	No	Yes	No	No	No	No	No
Initial Comparative Statement (Tender Opening)	Yes	Yes	No	No	No	No	No	No	No	No
Tender/Quotation/Enlistment Documents	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
Record of Tender Security	Yes	No	No	No	No	No	No	No	No	No
Comparative Statement	Yes	Yes	Yes	No	Yes	Yes	Yes	No	Yes	No
TEC Meeting (If any)	Yes	No	No	No	Yes	No	No	No	No	No
Approval Sheet by TEC/Appropriate Authority	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
Notification of Award Letter	Yes	Yes	Yes	No	Yes	Yes	Yes	No	Yes	No
Contract/Work Order/Direct Purchase order	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
Challan/Certificate of Service receipt/GRN	Yes	Yes	Yes	If any	Yes	Yes	Yes	Yes	No	No
Bill/Invoice	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	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 a package basis, and then be sub-divided into contracts.

For 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 BPGIP. The concerned Procurement Officer shall ensure the relevant branch in complying with the requirement of the Procedures. This situation may arise in the case of documents / records maintained by the Accounts Branch who may retain the original documents for audit or other purposes. The photocopy of such correspondences may be preserved in the file with a 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 VI

### Procurement Thresholds under Different Methods of Purchase

1. Goods (and related services) and Non-consulting Services			
Method	Para	Value	Remarks
Open Tendering Method (OTM)	7	Over Tk 20,000,000	Considering the availability, complexity and delivery schedule of the product, OTM may be applied even where the value of any contract is less than Tk 2 crore. ICT may be used where BPD has determined that there are insufficient local suppliers or unknown suppliers.
Limited Tendering Method (LTM)	9	Over Tk 5,000,000 up to Tk 20,000,000	
Quotation Method (QM)	10	Over Tk 200,000 up to Tk 5,000,000	
Direct Purchase Method (DPM)	11	For unit price up to Tk 50,000 and total value up to Tk 200,000	
DPM - For field level procurement of Poverty Alleviation, Emergency Health Care, BEP goods	11.2 (i)	No threshold	
DPM - For Additional Deliveries	11.2 (ii)	Up to 30% of the original contract value	30% of additional delivery can be taken within six months from the issuing of the original PO/contract.
DPM - For Perishable Goods	11.2 (iii)	No threshold	
DPM - For Emergency goods, i.e.: humanitarian crisis or natural crisis.	11.2 (iv)	No threshold	
DPM - For special projects where BRAC provides inputs and buys back the products	11.2 (v)	No threshold	
DPM - For proprietary items (where there is no genuine alternative)	11.2 (vi)	No threshold	
DPM - For breakdown situations	11.2 (vii)	No threshold	
DPM - For pandemic situation (such as COVID-	11.2 (ix)	No threshold	

19 or other future Pandemic).			
SSS - Single Source Selection for Goods and Non-Consulting Services	11.3	No Threshold	A Single Source Request Form must be approved for the use of SSS for goods and non-consulting services as per Part I Section 11.3.
Decentralised Departmental Purchase		up to Tk 10,000	Procurement under Tk 10,000 is decentralised to Departments.
<b>2. Consulting Services</b>			
Method	Para	Value	Remarks
QCBS-O Quality and Cost Based Selection, Open Tendering (Expression of Interest)	12.2	Over Tk 20,000,000	Considering the requirements and available time, QCBS-O may be applied even where the value of any contract is less than Tk 2 crore. ICT may be used for the procurement of international consultants
QCBS-L Quality and Cost Based Selection, Limited Tendering	12.3	Over Tk 5,000,000 up to Tk 20,000,000	Considering the requirements, and available time frame, QCBS-L may be applied even where the value of any contract is less than Tk 50 lac.
Proposal Method (PM)	12.5	Up to Tk 5,000,000,	
SSS Single Source Selection	12.6	No Threshold	A Single Source Request Form must be approved for the use of SSS for any consultants as per Part I Section 12.6.

## Appendix VII

### BPD Service Levels

Service	Description	Target
Open Tendering Method (not including ICT)	<p>Time from the receipt of an approved Requisition Form to the issuance of the contract.</p> <p><i>Notes:</i></p> <ul style="list-style-type: none"> <li>• See caveats below.</li> <li>• This including the advertising and response period of 21 days, any additional advertising period will increase the target timeframe.</li> </ul>	83 days
Limited Tendering Method	<p>Time from the receipt of an approved Requisition Form to the issuance of the contract.</p> <p><i>Notes:</i></p> <ul style="list-style-type: none"> <li>• See caveats below.</li> <li>• This assumes the goods / services were identified in the PR / PP and the Enlistment process has been completed.</li> <li>• This including the advertising and response period of 7 days, any additional advertising period will increase the target timeframe.</li> </ul>	47 Days (if there is no prior enlistment then additional 5 days will be considered for the enlistment process)
Supplier Enlistment	<p>Time from the commencement of Enlistment process to the approval of final listing.</p> <p><i>Note: This includes the advertising and response period.</i></p>	60 days
QM – RFQ Process	<p>Time from receipt of an approved RF to issue of the PO.</p> <p><i>Note: This includes the Supplier response period of 5 days.</i></p>	22 days
Direct Procurement Method	<p>Time from receipt of an approved requisition form to issue of the PO.</p>	10 days
Single Source Selection for Goods and Related Services or Non-Consulting Services	<p>Time from receipt of an approved requisition form to issue of the PO.</p> <p><i>Note: This includes the Supplier response period of 5 days.</i></p>	29 days
QCBS-O (Two-Stage EOI and RFP)	<p>Time from the receipt of an approved Requisition Form to the issuance of the contract.</p> <p><i>Notes:</i></p> <ul style="list-style-type: none"> <li>• See caveats below.</li> </ul>	146 days

	<ul style="list-style-type: none"> <li>• This including the EOI advertising and response period of 28 days and RFP response period of 21 days.</li> </ul>	
QCBS-O (One-Stage RFP)	<p>Time from the receipt of an approved Requisition Form to the issuance of the contract.</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>• See the caveats below.</li> <li>• This including the advertising and response period of 21 days.</li> </ul>	83 days
QCBS-L	<p>Time from the receipt of an approved Requisition Form to the issuance of the contract.</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>• See caveats below.</li> <li>• This including the RFP response period of 21 days.</li> </ul>	66 days
Proposal Method	<p>Time from the receipt of an approved Requisition Form to the issuance of the contract.</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>• See caveats below.</li> <li>• This including the RFP response period of 14 days.</li> </ul>	50 days
Single Source Selection	<p>Time from the receipt of an approved Requisition Form, and approved Single Source Request Form if required, to the issue of the ITT to the market.</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>• See caveats below.</li> <li>• This including the RFP response period of 10 days.</li> </ul>	28 days.
Invoice Approval (BPD activities)	<p>Time from receipt of invoice by BPD to validate the invoice and provide to Finance with supporting documentation.</p>	14 days

The following caveats shall apply to the Target time:

1. Time will be measured from the actual date of receiving a complete TOR/Specification.
2. In the case of any justification, the SLA will be counted from the received date of the approved justification.
3. In the case of sample evaluation of critical/complex items, the time to evaluate samples will be added to the Target time.
4. In the case of any time extensions, the Target time will be adjusted accordingly.
5. In the case a site visit is required, the Target time will be adjusted to include the time taken for a site visit.

6. In the case that a pre-bid meeting is required, the Target time will be adjusted to include the additional time for the pre-bid meeting.
7. After post tender negotiations, if there is any budget review issue, the Target time will be adjusted for the time taken to undertake the budget review.
8. In case of any delay in Cross-Functional Team from programme and other stakeholders, the Target time will be adjusted for the amount of the delay.
9. Where the time allowed for the supplier responses (for example RFT or IFT response period) is greater than the minimum required time, then the Target time will be adjusted for the additional time allowed.
10. The Target time does not apply in the case of DPM generally beyond the typical threshold where DPMs are carried out with the pace of site/business infrastructure to be ready or developed (for example SDP purchase).



## Appendix VIII

### Budgeted Approval of Expense and Comparative Expenditure Statement

#### Capital Items

Amount	Proposer	Recommender	Approver
Up to BDT 20 lac	BPD Grade 3	Concerned Programme Grade 6 and BPD Grade 6*	BPD Grade 7
Up to BDT 1 crore	BPD Grade 3	Concerned Programme and BPD Grade 7	BPD Grade 9
Up to BDT 5 crore	BPD Grade 3	Concerned Programme and BPD Grade 9	BPD Grade 12
More than BDT 5 crore	BPD Grade 3	Concerned Programme and BPD Grade 12	ED/ MD

#### Recurrent Expenditure

Amount	proposer	Recommender	Approver
Up to BDT 20 lac	BPD Grade 3	Concerned Programme Grade 6 and BPD Grade 6*	BPD Grade 7
Up to BDT 1 crore	BPD Grade 3	Concerned Programme and BPD Grade 7	BPD Grade 9
More than BDT 1 crore	BPD Grade 3	Concerned Programme and BPD Grade 9	BPD Grade 12

#### Notes:

1. Single grade defines the minimum grade required
2. (\*) where available as per line management and organogram
3. For more than 5 crore if grade 12 is unavailable, then the highest grade of that concern programme / enterprise shall act as Recommender.



## Appendix IX Tender Evaluation Committee

Amount	Proposer	Recommender	Approver
BDT 2 Crore and above	<p>Committee Comprising of:</p> <ul style="list-style-type: none"> <li>• Director Administration and Road Safety Programme</li> <li>• Concerned Programme Director</li> <li>• CFO</li> <li>• Member Secretary (Head of Procurement)</li> </ul> <p>An expert can be included in the committee if necessary</p>	The BPD representative will fulfil the responsibilities of the Committee Chairman	

**V**

**Vendor Management  
Forms and Templates**



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## APPENDIX I

### List of Categories

Category Name	Sub-category
<b>Chemical</b>	Chemical
<b>Civil Works &amp; Maintenance</b>	Civil Works
<b>CSR Activities</b>	CSR
<b>Fleet Management</b>	Transport Vehicle Purchase
<b>Food &amp; Kitchen Appliances</b>	Food and beverage
<b>HR Support Service</b>	Consultancy Head Hunting Insurance Security Training Uniform
<b>IT Equipment &amp; Service</b>	Accessories & Spare Parts Handset Laptop Software Development Tab
<b>Marketing &amp; Support Services</b>	Advertisement Campaign Events Printing Profiling Promotional Items
<b>Medical Items &amp; Equipment</b>	Equipment Medicines
<b>Office Support</b>	Office Equipment & Appliance

## APPENDIX II

### Supplier Performance Evaluation Forms

#### Detailed Evaluation Form

Supplier Performance Evaluation						
<b>Supplier Name</b>						
<b>PO Reference</b>						
<b>Scope</b>						
<b>Evaluators</b>						
<b>Date</b>						
<b>A. Quality of product or services</b>						
<b>Criteria</b>	<b>Description</b>	<b>Score</b>				
Quality Commitment	Met quality specifications in PO Delivered correct goods/ services	1	2	3	4	5
Quality Consistency	Met the quality specification consistently in every delivery	1	2	3	4	5
Creativity / Innovation	Innovation / creativity to design desired solution (Systems/Services Productivity)	1	2	3	4	5
Satisfaction Level	Satisfaction level in terms of quality	1	2	3	4	5
<b>Quality Score</b>						
<b>B. Delivery of product or services</b>						
<b>Criteria</b>	<b>Description</b>	<b>Score</b>				
Delivery requirements	Met all delivered requirements	1	2	3	4	5
Consistency and timeliness	Consistently delivered on-time	1	2	3	4	5
Delivery Flexibility	Were able to meet flexible delivery requirement	1	2	3	4	5
Satisfaction Level	Satisfaction level in terms of delivery	1	2	3	4	5
<b>Delivery Score</b>						
<b>C. Cost of product or services</b>						
<b>Criteria</b>	<b>Description</b>	<b>Score</b>				
Competitiveness	PO price is highly competitive	1	2	3	4	5
Cooperation in Negotiation	Provided desired information regarding negotiation promptly and correctly	1	2	3	4	5

Unfair Competition	Did not take part in any unfair competition / syndication against BRAC	1	2	3	4	5
Cost Satisfaction	Satisfaction level in terms of pricing/costing	1	2	3	4	5
Cost Score						
D. Supplier Responsiveness						
Criteria	Description	Score				
Commitment	Committed to BRAC and proactively follows up	1	2	3	4	5
Issue resolution	Efficient in addressing and resolving issues raised by BRAC	1	2	3	4	5
Consistency	Communication is fast, predictable and consistent	1	2	3	4	5
Attitude / Mindset	Positive and service-oriented mind-set	1	2	3	4	5
Satisfaction	Satisfaction level in terms of communication	1	2	3	4	5
Responsiveness Score						
E. Supplier Ethics and Social Responsibility						
Criteria	Description	Score				
Registration Compliance	Submitted and updated all enlistment documents	1	2	3	4	5
Social Responsibility	Has demonstrated BRAC social development values and in their own business activities	1	2	3	4	5
Social Reputation	No report of any breach of law or regulations by media, governmental authorities or statutory auditors within past 5 years	1	2	3	4	5
Responsibility Score						
Overall Score (out of 100)						

## Supplier Performance Evaluation Forms

### Evaluation Summary

Supplier Performance Summary	
<b>Supplier Name</b>	
<b>PO Reference</b>	
<b>Scope</b>	
<b>Evaluators</b>	
<b>Date</b>	
Area	Score
A. Quality of product or services	
B. Delivery of product or services	
C. Cost of product or services	
D. Supplier Responsiveness	
E. Supplier Ethics and Social Responsibility	
<b>Overall Score</b> <i>(out of 100)</i>	

## APPENDIX III

### Supplier Development Plan Template

Supplier Development Plan			
Supplier Name			
Performance Summary			
Parameters	Target Score	Actual Score	Comments
Quality			
Delivery			
Cost			
Responsiveness			
Ethical and Social Responsibility			
Overall performance	Excellent	Good	Poor
Improvement Plan			
Improvement Area & Target	Responsible	Timeline	Status
Agreement			
Date of agreement			
Date of review			
Parties	Name	Designation	Signature
BRAC			
Supplier			



## APPENDIX IV (a)

### List of Compliance Documents for Local Vendor Enlistment

Document	Comment
1. Trade License (updated)	Update copy to ensure the vendor has permission to conduct the intended Business (except for individual consultant)
2. Business Identification Number (BIN)	Updated copy to ascertain correct VAT classification
3. TIN (Tax Identification Number) or Income Tax Certificate	Updated copy to ascertain correct tax identification or tax payment
4. Company profile (registered address, contact person, list of customers, etc.) or CV of individual consultant	Preferred no older than 30 days from the date of submission. To assess vendor's/consultant's background, size and nature of business/consultancy. To establish a point of contact.
5. Experience certificate from the client or at least two POs from deferent clients (Not older than 3 years)	Copy of the certificate with contact details of the client to establish the year of experience and reputation in the same industry, or at least two POs/contracts from different clients.
6. Bank solvency certificate from any Scheduled Bank Or bank statement of last 6 months	Actual bank letter assuring continuous financial strength and capacity, in cash or in guaranteed credit, to handle general business volume with BRAC and the specified volume in any particular RFQ (if any) issued within the last 3 months, or bank statement of last 6 months. Any other form of financial security instrument covering the amounts can also be used.
7. Memorandum / Articles of Association (If any)	Copy of the approved document to ascertain and record the supplier's purpose of incorporation.
8. Certificate of Incorporation (If any)	Copy of the approved document to confirm the supplier's incorporation.
9. Industry-specific license / approval (If any)	Updated copy to establish supplier's right and competence to conduct any work that may be restricted by authorities (e.g. mining license, Bar council approval etc.)
10. Relationship declaration (If any)	Lists of names, designation and contact details of all related persons to disclose of any potential conflict of interest and to protect reputation. The relationship would include family members and close friends or allies of owners and relevant key personnel of the supplier's business.
11. Self-Disclosure Form	Appendix VIII

## APPENDIX IV (b)

### List of Compliance Documents for Vendor Enlistment- Foreign

Document	Comment
1. Export Registration Certificate (ERC)	ERC from appropriate authority (except for consultants)
2. Bank Details	Bank Details information: Name of Account, Bank Name, Bank Account no., Branch Name, State/Country Name.
3. Credit Report (preferred)	Containing detailed breakdown of credit history of the company (except for individual consultant).
4. Company profile (registered address, contact person, list of customers, etc.) or CV of individual consultant	Preferred no older than 30 days from the date of submission. To assess vendor's/consultant's background, size and nature of business. To establish a point of contact.
5. Relationship declaration (If any)	Lists of names, designation and contact details of all related persons to disclose any potential conflict of interest and to protect reputation. Relationship would include family members and close friends or allies of owners and relevant key personnel of supplier's business.
6. Self-Disclosure Form	Appendix VIII

## APPENDIX V (a)

### Vendor Information Review Form- Local Vendor Enlistment

Vendor Information Review Form			
Document	Submitted	Reviewed	Status
1. Trade License (updated)			
2. Business Identification Number (BIN)			
3. TIN (Tax Identification Number) or Income Tax Certificate			
4. Company profile (registered address, contact person, list of customers, etc.) or CV of individual consultant			
5. Experience certificate from the client or at least two POs from deferent clients			
6. Bank solvency certificate from any Scheduled Bank Or bank statement of last 6 months			
7. Memorandum / Articles of Association (If any)			
8. Certificate of Incorporation (If any)			
9. Industry-specific license / approval (If any)			
10. Relationship declaration			
11. Self-Disclosure Form			
Approval			
Parties	Name	Designation	Date
Submittedby			
BRAC reviewer			

## APPENDIX V (b)

### Vendor Information Review Form- Foreign Vendor Enlistment

Vendor Information Review Form			
Document	Submitted	Reviewed	Status
1. Export Registration Certificate (ERC)			
2. Bank Details			
3. Credit Report (preferred)			
4. Company profile (registered address, contact person, list of customers, etc.) or CV of individual consultant			
5. Relationship declaration (if any)			
7. Self-Disclosure Form			
Approval			
Parties	Name	Designation	Date
Submittedby			
BRAC reviewer			

## APPENDIX VI

### Supplier Experience Certificate

*[Note: This form is an example and may be modified as required based on the need]*

Date \_\_\_\_\_

### EXPERIENCE CERTIFICATE

This is to certify that *<insert Supplier name>* is / has been a Supplier to BRAC.

BRAC, having its office at BRAC Center, 75 Mohakhali, Dhaka and *<insert Supplier name>*, having its office at *<insert Supplier address>* have been working together since or had worked together in/during *<insert date>*.

BRAC has / had signed an agreement with *<insert Supplier name>*, for *<insert name / description of goods / services supplied>*

Signature \_\_\_\_\_


Date \_\_\_\_\_

Name \_\_\_\_\_

Designation Head of Procurement, BRAC

## APPENDIX VII

### Supplier Ban / Debar / Warning Template

Supplier Ban / Debar / Warning Report	
Supplier Name	
Supplier Performance Summary	
Parameters	Comments
Quality	
Delivery	
Cost	
Responsiveness	
Ethical and Social Responsibility	
Overall Performance	
Ban / Debar / Warning Information	
Details of Complaint	
	
Specific Recommendation	
Type of Action Taken	<input type="checkbox"/> Supplier Ban (permanent / forever) <input type="checkbox"/> Supplier Debar (temporary / periodic) <input type="checkbox"/> Supplier Warning.
Details of Action Taken	
Debar/Suspension Completion Date	

Approval			
Parties	Name	Designation	Signature
BRAC			
BRAC			
BRAC			
BRAC			
Supplier (Optional)			



## APPENDIX VIII

### Self-Disclosure Form

#### Safeguarding Standards for Service agencies/Suppliers

BRAC is committed to safeguard its people and assets from any kind of harm, harassment and misconduct as guided by the safeguarding policy and code of conduct.

Under no circumstances can BRAC staff or any party associated with BRAC cause any harm (physical, emotional, sexual and cyber) to an individual or a group of people who are engaged with BRAC.

BRAC staff and/or any party engaged with BRAC are under the duty to report any suspected misconduct or misbehaviour (sexual harassment, intimidation, bullying, violence, discrimination, neglect and exploitation) through the following number and e-mail addresses:

Phone number: 01729071546 or 01730346883

E-mail address: [complaint.shrc@brac.net](mailto:complaint.shrc@brac.net) or [hrd.gmt@brac.net](mailto:hrd.gmt@brac.net)

Anyone reporting in good faith of any incident of suspected or real misconduct are entitled to protection by BRAC from retaliation, in accordance with whistleblowing policy of BRAC.

The following are minimum standards of behaviour that are expected from any agency or supplier or service providers that in terms of safeguarding:

1. Treat everyone with respect.
2. Not engage in any forms of abusive behaviours like bullying, *sexual harassment, child abuse or harassment, intimidation and violence, humiliation and discrimination, neglect and exploitation*, degrading or exploitative behaviour. (description of abusive behaviour is attached as annex-I).
3. Not exploit children, adolescents, adults with special needs or other participants or BRAC employees in any form.
4. Not use inappropriate language or do any misconduct with BRAC employees or programme participants or anyone associated with BRAC.
5. Must not assault or threaten to assault anyone.
6. Must not engage in any inappropriate sexual interaction, for example, with children or adolescent, or with programme participants or BRAC staff.
7. Report any abuse that is witnessed or have reliable information about, to BRAC authority, or via safeguarding helpline contact numbers and e-mail.



8. Respect confidentiality of the incident, other than reporting it to Safeguarding hotline numbers and/or emails.
9. Respect everybody's privacy.
10. Respect visiting and working hours.
11. Do not take photos or videos without consent.

Confirmation of Declaration	
<input type="checkbox"/>	We agree with the Safeguarding Policy and sub-set policies (Child and adolescent protection policy, Sexual harassment elimination policy, Adult with special needs policy, Whistle blowing policy, Workplace bullying and violence prevention policy) and minimum behavioural standard of BRAC.
<input type="checkbox"/>	We agree that the information provided here may be processed in connection with selection purposes and this is considered necessary to safeguard children, adolescent, women and adult with special needs.
<input type="checkbox"/>	We confirm that the information that is provided in this form is correct and complete and we understand that the agreement may be withdrawn or disciplinary action may be taken if any misconduct will happen by our agency.
<b>Signature</b>	
<b>Name</b>	
<b>Name of the agency</b>	
<b>Date</b>	

***Safeguarding is everyone's responsibility***

