

# **CONTRACT AGREEMENT**

**CONTRACT FOR PRINTING AND SUPPLY OF DIARY, WALL AND DESK CALENDAR OF SDF  
UNDER PACKAGE No. BD-SDF-448702-GO-RFB-G-77.0 (RELIP).**

**IDA Credit No. 6876-BD**

**Project: Resilience, Entrepreneurship and Livelihood Improvement (RELI) Project**

Between

**Social Development Foundation (SDF)**  
22/22 Khilji Road Mohammadpur, Dhaka, Bangladesh

And

**Tisha Enterprise**  
32 Narinda Road, Narinda, Dhaka-1100, Bangladesh.

**Dated: 25 November 2025**

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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*[Signature]*

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TISHA ENTERPRISE

### Social Development Foundation (SDF)

22/22, Khilzi Road, Mohammadpur, Dhaka-1207, Bangladesh.

**Project: Resilience, Entrepreneurship and Livelihood Improvement Project (RELIP)**

Contract Number: SDF/Proc./G-77.0/Calendar-26/2025/3510

Date: 25 November 2025

**Contract for the Printing & Supply of Diary, Wall and Desk Calendar-2026 of SDF UNDER Package No. G-77.0 (RELIP)**

THIS AGREEMENT made on the 25<sup>th</sup> day of November, 2025 between **Md. Nurul Amin, Managing Director, Social Development Foundation (SDF), 22/22, Khilzi Road, Mohammadpur, Dhaka-1207, Bangladesh** (hereinafter called “the Procuring Entity”) of the one part and **Md. Hayder Ali Khan, Proprietor, Tisha Enterprise, 32 Narinda Road, Narinda, Dhaka-1100, Bangladesh.** (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Entity (PE) invited Tenders for certain goods and related services, viz, **Printing & Supply of Diary, Wall and Desk Calendar-2026 of SDF** and has accepted a Tender for the supply of those goods and related services in the sum of **BDT 17,89,994 (thirteen lacs thirty-eight thousand thirty-eight) only** including VAT & Taxes and other relevant costs (hereinafter called “the Contract Price”).



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Proprietor  
TISHA ENTERPRISE

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The following documents forming the Contract shall be in the following order of precedence, namely:
  - (a) the signed Form of Contract Agreement;
  - (b) the Notification of Award;
  - (c) The Tender and the appendices to the Tender;
  - (d) Particular Conditions of Contract;
  - (e) General Conditions of Contract;
  - (f) Technical Specifications;
  - (g) Drawings;
  - (h) Price Schedules, Delivery Schedule and Schedule of Requirements and;
  - (i) Other document including correspondences listed in the PCC forming part of the Contract.
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and related services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.






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

**For the Procuring Entity:**



Md. Nurul Amin

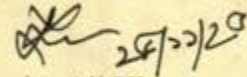
Managing Director

**Social Development Foundation (SDF)**

22/22, Khilzi Road, Mohammadpur

Dhaka-1207, Bangladesh

**For the Supplier:**



Md. Hayder Ali Khan

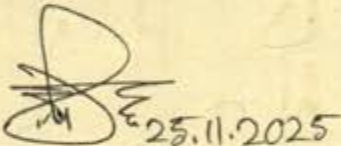
Proprietor

Tisha Enterprise, 32 Narinda Road

Narinda, Dhaka-1100, Bangladesh

Mobile: 01819299430

**In the presence of:**



Name: Md. Hedayet Ullah

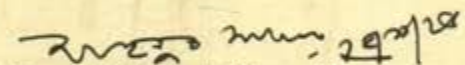
Designation: General Manager-Administration

**Social Development Foundation (SDF)**

22/22, Khilzi Road, Mohammadpur

Dhaka-1207, Bangladesh

**In the presence of:**



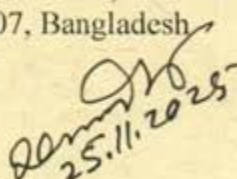
Name: Mahabub Hasan Sagor

Designation: Manger

**Tisha Enterprise, 32 Narinda Road,**

Narinda, Dhaka-1100, Bangladesh

Mobile: 01636148009

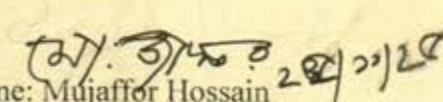
  
Name: Md. Anarul Islam

Designation: Manager-Procurement

**Social Development Foundation (SDF)**

22/22, Khilzi Road, Mohammadpur

Dhaka-1207, Bangladesh

  
Name: Mujaffor Hossain

Designation: Asst. Manager

**Tisha Enterprise, 32 Narinda Road**

Narinda, Dhaka-1100, Bangladesh

Mobile: 01818835125

## (b) The Notification of Award



Social Development Foundation (SDF)  
An autonomous organization under FID, MoF  
22/22, Khilji Road, Mohammadpur, Dhaka-  
1207

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Memo Number: 53.00.0000.000.012.07.0003.25.2735

Date: 12/11/2025

Subject: Notification of Award of the Contract for "Printing and Supply of Diary, Wall & Desk Calendar-2026.

Reference: SDF/Proc-/Goods/2025/3102; Date: 15 October 2025.

This is to notify you that your tender dated 27 October 2025 for the Printing and Supply of Diary, Wall & Desk Calendar-2026 for RELJ Project, SDF has been approved by the Managing Director, Social Development Foundation (SDF), for a total contract price of 17,89,994 (Taka Seventeen lakh eighty-nine thousand nine hundred ninety-four) only, inclusive of VAT, tax, and others relevant costs, as corrected and modified in accordance with the Instructions to Tenderers (ITT). You are therefore requested to take the following actions:

1. Acceptance of Award:

Confirm in writing your acceptance of this Notification of Award within three (3) days of its issuance, in accordance with PPR-2025, Schedule-2, Rule 48(5)(ka).

2. Submission of Performance Security:

Furnish a Performance Security in the prescribed format for an amount of BDT 1,78,994 (Taka One lakh seventy-eight thousand nine hundred ninety-four) only in favor of the Social Development Foundation (SDF) within seven (7) days of your acceptance of this Notification of Award, but no later than 19 November 2025, in accordance with PPR-2025, Schedule-2, Rule 123(5).

3. Signing of Contract:

Execute and sign the Contract within fourteen (14) days of the issuance of this Notification of Award, but no later than 26 November 2025, in accordance with PPR-2025, Schedule-2, Rule 123(9).

Please note that you may commence the execution of the supply and related services only after completion of the above formalities. This Notification of Award shall constitute the formation of the Contract, which becomes binding upon you once acknowledged in writing.

Enclosed herewith are the draft Contract Agreement and all relevant documents for your review and signature.

We appreciate your cooperation and look forward to the successful execution and completion of the Contract.

  
12-11-2025  
Md. Hedayet Ullah  
General Manager

Proprietor, 32 Narinda Road, Narinda, Dhaka-1100..

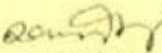
Memo Number: 53.00.0000.000.012.07.0003.25.2735/1 (1)

Date: 12/11/2025

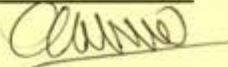
Copy for Kind Information and Necessary Action (Not in the order of seniority):

1. Personal Officer, Managing Director's Office, Social Development Foundation (SDF).



  
12-11-2025  
Md. Anarul Islam  
Manager

  
Proprietor  
TISHA ENTERPRISE





**(c) The Tender and the appendices to the Tender**

**(d) Particular Conditions of Contract**

Instructions for completing the Particular Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant GCC clauses.

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract																				
GCC 1.1(k)	The Procuring Entity is Represented by:  "Social Development Foundation (SDF)"  The Managing Director Social Development Foundation (SDF) 22/22, Khilzi Road, Mohammadpur, Dhaka-1207.																				
GCC 1.1(p)	The site(s)/ point(s) of delivery is/are: <table><tr><th>Sl</th><th>Description</th><th>Quantity (nos)</th><th>Delivery Point</th><th>Delivery Time</th></tr><tr><td>1.</td><td>Diary</td><td>1800nos</td><td rowspan="3">Social Development Foundation (SDF) 22/22 Khilji Road, Mohammadpur, Dhaka.</td><td rowspan="3">Within 21 days in contract signing.</td></tr><tr><td>2.</td><td>Wall calendar</td><td>9800nos</td></tr><tr><td>3.</td><td>Desk calendar</td><td>4100nos</td></tr></table>					Sl	Description	Quantity (nos)	Delivery Point	Delivery Time	1.	Diary	1800nos	Social Development Foundation (SDF) 22/22 Khilji Road, Mohammadpur, Dhaka.	Within 21 days in contract signing.	2.	Wall calendar	9800nos	3.	Desk calendar	4100nos
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2.	Wall calendar	9800nos																			
3.	Desk calendar	4100nos																			
GCC 5.1(j)	The following documents shall also be part of the Contract: None																				
GCC 11.1	For <u>notices</u> , the Procuring Entity's contact details shall be: Attention: Md. Nurul Amin Managing Director Address: Social Development Foundation (SDF) 22/22, Khilzi Road, Mohammadpur, Dhaka-1207.  Telephone: +88-02-41022521-4, Facsimile No.: +88-02-41022525 Web: <a href="http://www.sdfbd.org">www.sdfbd.org</a>  For <u>notices</u> , the Supplier's contact details shall be: Attention: Md. Hayder Ali Khan Rahman, Proprietor, Address: Tisha Enterprise, 32 Narinda Road, Narinda, Dhaka-1100, Bangladesh.  Cell Phone: 01819299430 Telephone: Electronic mail address: t.enterprise2012@gmail.com																				
GCC 18.1	The scope of Supply and delivery will be completed within 21 days i.e. 16 December 2025.																				
GCC 22.2	The packing, marking and documentation within and outside the packages shall be: if required.																				

GCC 23.1	<p>The documents to be furnished by the Supplier shall be as follows:</p> <ul style="list-style-type: none"><li>a. 4 (Four) Copy of Supplier's invoice showing goods' description, quantity, unit price, total amount;</li><li>b. 4 (Four) Copy of Delivery note/ Challan after completed delivery and acceptance report against each destination.</li><li>c. Inspection certificate issued by the nominated inspection agency (or SDF) and/ or the supplier's factory inspection report. (if any)</li><li>e. Certificate of origin (if any).</li></ul>																				
GCC 25.1	<p>The Contract price is <b>BDT 17,89,994 (Seventeen lac eighty-nine thousand nine hundred ninety-four)</b> only including VAT &amp; TAX.</p>																				
GCC 25.2	<p>The Prices charged for the Goods supplied and the Related services to be performed shall not be adjustable.</p>																				
GCC 27.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>(a) Currency:</b> Bangladesh Taka</p> <p><b>(b) Payment Through:</b> After completion of delivery, installation and commissioning of goods, then Social Development Foundation (SDF) will be issue A/C pay cheque in favour of <b>Tisha Enterprise as below Bank Information:-</b></p> <table><tr><td>a.</td><td>A/C Name</td><td>:</td><td>Tisha Enterprise</td></tr><tr><td>b.</td><td>A/C Number</td><td>:</td><td>02100010003517</td></tr><tr><td>c.</td><td>Routing Number</td><td>:</td><td>055271789</td></tr><tr><td>d.</td><td>Name of the Bank</td><td>:</td><td>BASIC Bank limited.</td></tr><tr><td>e.</td><td>Address</td><td>:</td><td>Main Branch, 73 Motijheel C/A, Dhaka.</td></tr></table> <p><b>(c) Advance Payment:</b> Not Applicable</p> <p><b>(d) On Delivery and Acceptance:</b> 100% of the contract price of the goods shall be paid upon submission of documents specified in the GCC clause 23.1 within 30 (thirty) days of submission of claim by the supplier with the acceptance certificate issued by the purchaser. The payment will be made in the following manner:</p> <p><b>i.</b> After completion of the supply of the goods, the Supplier shall submit an original and three (3) copies invoice to submit by the Purchaser. The invoice shall show the cost of the goods and VAT/Taxes separately.</p> <p><b>ii.</b> Payment against VAT/Taxes and other impositions shown in the Supplier's invoice shall be made in advance by the Supplier, who shall then submit the Treasury Challan, which has been paid through the Bangladesh Bank.</p>	a.	A/C Name	:	Tisha Enterprise	b.	A/C Number	:	02100010003517	c.	Routing Number	:	055271789	d.	Name of the Bank	:	BASIC Bank limited.	e.	Address	:	Main Branch, 73 Motijheel C/A, Dhaka.
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d.	Name of the Bank	:	BASIC Bank limited.																		
e.	Address	:	Main Branch, 73 Motijheel C/A, Dhaka.																		
GCC 27.3	<p>Payments shall be made in no case later than the days <b>30</b> days after submission of an invoice or request for payment by the Supplier, and after the SDF has accepted it.</p>																				
GCC 27.5	<p>The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be <b>90 (ninety)</b> days after submission of an invoice or request for payment by the Supplier, and after the SDF has accepted it.</p> <p>The interest rate that shall be applied is 0.035% per day.</p>																				

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Proprietor  
TISHA ENTERPRISE

*(Signature)*



GCC 32.1	<p><b>The inspections and tests shall be Goods: <i>Printing &amp; Supply of Diary, Wall and Desk Calendar-2026 of SDF.</i></b></p> <p><b>Phases of tests:</b> Both Pre-delivery (optional) &amp; Post-delivery inspection (Mandatory).</p> <p><b>Type of test:</b> Ensuring conformity with the technical specifications &amp; related Requirements.</p> <p><b>Inspection conducted:</b> By the inspection agency/Representatives to be nominated by SDF.</p> <p><b>Time or milestone:</b> a) Purchaser will conduct Pre-delivery inspection after getting notice from the supplier. (if required) b) Purchaser will conduct Post-delivery inspection after getting the delivery.</p> <p><b>Place:</b> a) At Supplier's Warehouse / Store as informed by the supplier. b) At Purchaser's destination point.</p> <p><b>Procedure:</b> Sample Based/Each Item.</p>
GCC 33.3	<p><b>The period of validity of the Warranty shall be:</b></p> <p>Six-month full replacement warranty.</p>
GCC 33.6	<p>The Supplier shall correct any defects covered by the Warranty within 3 (three) days of being notified by the SDF of the occurrence of such defects.</p>
GCC 35.1	<p>The amount of Liquidated Damages is <b>0.10 of ONE (1) percent</b> of the contract value of the undelivered Goods or any part thereof delivered after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable, <b>per day of delay.</b></p>
	<p>The maximum amount of liquidated damages shall be ten <b>(10%)</b> percent for liquidated damages of the Contract Price.</p>
GCC 47.2(b)	<p>The name of the Adjudicator: Director, Finance &amp; Procurement, SDF</p>
GCC 47.3(b)	<p>Arbitration shall take place in: Dhaka, Bangladesh</p>



  
**Proprietor**  
**TISHA ENTERPRISE**



## (e) General Conditions of Contract

### 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) **The Bank** means International Development Association (IDA)
  - (b) **Completion Schedule** means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
  - (c) **Contract Agreement** means the Agreement entered into between the Procuring Entity 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 stated in the Notification of Award and thereafter as adjusted in accordance with the provisions of the Contract;
  - (f) **Day** means calendar days unless otherwise specified as working days;
  - (g) **Delivery** means the transfer of ownership of the Goods from the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract;
  - (h) **GCC** mean the General Conditions of Contract;
  - (i) **Goods** means raw materials, products and equipment and objects in solid, liquid or gaseous form, electricity, and related Services if the value of such Services does not exceed that of the Goods themselves;
  - (j) **Government** means the Government of the People's Republic of Bangladesh;
  - (k) **Procuring Entity** is the party who employs the Supplier to supply the goods and as specified in the **PCC**;
  - (l) **Related Services** means Services linked to the supply of Goods contracts;
  - (m) **PCC** means the Particular Conditions of Contract;
  - (n) **Subcontractor** means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier;
  - (o) **Supplier** is the party whose Tender to supply the goods under contract has been accepted by the Procuring Entity;
  - (p) **Site** means the point(s) of delivery named in the **PCC**
  - (q) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.
  - (r) **Verified Report** means the report submitted by the Procuring Entity to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.



2. **Contract Documents**
- 2.1 Subject to the order of precedence set forth in the GCC Sub-Clause 5.1, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
3. **Corrupt, Fraudulent, Collusive or Coercive Practices**
- 3.1 The Government and The Bank requires that Procuring Entity, as well as Suppliers (including its suppliers, manufacturers, sub-contractors, agents, personnel, consultants, and service providers), shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.
- 3.2 The Government requires that Procuring Entities, as well as Suppliers shall, during the execution of Contracts under public funds, ensure that neither it nor any other member of its staff or any other agents or intermediaries working on its behalf engages in any practice as detailed in GCC Sub -Clause 3.3
- 3.3 For the purpose of GCC Sub-clause 3.2 the terms –
- (a) **corrupt practice** means offering, giving or promising to give, receiving, or soliciting, either directly or indirectly, to any officer or employee of a Procuring Entity or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an actor decision or method followed by a Procuring Entity in connection with a Procurement proceeding or contract execution;
  - (b) **fraudulent practice** means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;
  - (c) **collusive practice** means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Procuring Entity, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, noncompetitive levels, thereby denying a Procuring Entity the benefits of competitive price arising from genuine and open competition; or
  - (d) **coercive practice** means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in a Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders.
  - (e) **obstructive practice** means 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; and also means acts intended to materially impede the exercise of the inspection and audit rights provided for under GCC Sub-Clause 3.6.
- 3.4 Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind, in competing for or in executing the Contract, is determined by the Procuring Entity, then the Procuring Entity may, upon giving 14 days' notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the



provisions of Clause 42 shall apply as if such expulsion had been made under Sub-Clause 42.1

- 3.5 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against the Supplier alleged to have carried out such practices, the Procuring Entity shall proceed under GCC Clause 42.4
- 3.6 The Supplier (including its manufacturers, sub-contractors, agents, personnel, consultants and service providers) shall permit the Procuring Entity and the Bank 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 In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract. Words have their normal meaning under the English language unless specifically defined.

#### **4.2 Entire Agreement**

- (a) The Contract constitutes the entire agreement between the Procuring Entity 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; except those stated under GCC Sub Clause 5.1(i) .

#### **4.3 Amendment**

- (a) 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.

#### **4.4 Non-waiver**

- (a) Subject to GCC Sub-Clause 4.4(b), no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### **4.5 Severability**

- (a) If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

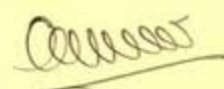
#### **5. Documents Forming the Contract and the order of**

- 5.1 The following documents forming the Contract shall be in the following order of precedence, namely:
  - (a) the signed Contract Agreement;
  - (b) the Notification of Award;
  - (c) The Tender and the appendices to the Tender;



<b>precedence</b>	<ul style="list-style-type: none"> <li>(d) Particular Conditions of Contract;</li> <li>(e) General Conditions of Contract;</li> <li>(f) Technical Specifications;</li> <li>(g) Drawings;</li> <li>(h) Price Schedules and Schedule of Requirements and;</li> <li>(i) Other document including correspondences listed in the PCC forming part of the Contract.</li> </ul>
<b>6. Eligibility</b>	<p>6.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.</p> <p>6.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p>
<b>7. Governing Language</b>	<p>7.1 The Contract shall be written in English language. Correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity may be written in English or Bangla language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>7.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
<b>8. Governing Law</b>	<p>8.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.</p>
<b>9. No fees/Gratuities</b>	<p>9.1 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.</p>
<b>10. Use of Contract Documents and Information</b>	<p>10.1 The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>10.2 Any document, other than this Contract itself, enumerated in GCC Clause 10.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.</p>
<b>11. Communications and Notices</b>	<p>11.1 Communications between Parties (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 to the addresses specified in the PCC.</p>

  
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- 11.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 11.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.
- 12. Trademark, Patent and Intellectual Property Rights**
- 12.1 The Procuring Entity should not be liable for any infringement of intellectual property rights arising from use of the goods procured. In case there are third-party claims of such infringement of patent, trademark, or industrial design rights, the supplier must indemnify and hold the Procuring Entity free and harmless against such claims and shall not be in contravention of Trademark Ordinance, 2008 and Patent and Design Act, 1911.
- 13. Copyright**
- 13.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 14. Assignment of Rights**
- 14.1 The Supplier shall not assign his rights or obligations under the Contract, in whole or in part, except with the Procuring Entity's prior written consent.
- 15. Sub contracting**
- 15.1 Any subcontracting arrangements made during contract implementation and not disclosed at the time of the Tendering shall not be allowed.
- 15.2 Subcontracting of any portion of the Goods shall not relieve the Tenderer from any liability or obligations that may arise from its performance.
- 15.3 Supplier shall retain full responsibility for the contract and cannot pass any contractual obligations to the subcontractor and under no circumstances assignment of the contract to the subcontractor be allowed.
- 15.4 Subcontractors shall comply with the provisions of GCC Clause 3 and 6.
- 16. Supplier's Responsibilities**
- 16.1 The Supplier shall supply all the Goods and Related Services specified in the Scope of Supply as stated under GCC Clause 18 and the Delivery and Completion schedule, as stated under GCC Clauses 23 and 24 in conformity with the provisions of the Contract Agreement.
- 17. Procuring Entity's Responsibilities**
- 17.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals and other license from local public authorities, the Procuring Entity may, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner. However, the supplier shall bear the costs of such permits and/or licenses. On the other hand, the Procuring Entity shall pay all costs involved in the performance of its responsibilities, in accordance with the contract.
- 17.2 The Procuring Entity shall pay the Supplier, in consideration of the provision of Goods and Related Services, the Contract Price under the provisions of the Contract at the times and manner prescribed in the Contract Agreement.
- 18. Scope of**
- 18.1 Subject to the PCC, the Goods and Related Services to be supplied



## Supply

shall be as specified in Section 6: Schedule of Requirements.

- 18.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

## 19. Amendment to Order

- 19.1 The Procuring Entity may make an amendment to Order for necessary adjustment within the general scope of the contract in any one or more of the following aspects in order to fully meet the requirement of the Contract:

- (a) Drawing, design or specifications of the goods, provided that:
  - i. The goods to be furnished are to be specifically manufactured for the government in accordance therewith;
  - ii. The change is an improvement of the goods and advantageous to the Government;
  - iii. It is done at no extra cost; and
  - iv. It is not prejudicial to the losing Tenderers in the sense that such change/s could not have been foreseen during the conduct of the tendering and would have significantly affected the other tenderer's tender;
- (b) The place of delivery;
- (c) The place of performance of the services;
- (d) Additional items needed and necessary for the protection of the goods procured, which were not included in the original contract.

- 19.2 Such amendment may or may not result to an increase or a decrease of the contract price, and/or an extension or reduction of the delivery period. However, the amendment should not have the result of changing the subject matter of the contract or the specifications of the goods or services, in any material aspect and to such an extent that, if introduced during the Tendering stage, may have had a significant effect on other Tenderer's tender, because this situation would actually require another tendering activity.

## 20. Instances When Amendment to Order May be Issued

- 20.1 The Procuring Entity may issue amendments order at any time during contract implementation, through a notice as stated under GCC Clause 11, provided that such adjustment is required to fully meet the requirements of the contract. Any of the following circumstances may serve as basis for such amendment/s:
- (a) Emergency cases, fortuitous events or unforeseen contingencies arising during contract implementation, and such contingencies have an impact on the procurement at hand, such as:
    - i. Changes in the conditions affecting the contract, e.g., a change in the place of delivery;
    - ii. Time is of the essence in the implementation of the contract, and any changes require immediate implementation; and
    - iii. Additional requirements have been identified as necessary for the protection of the goods procured, such as changes in the packaging of the goods, or



additional items have become necessary to ensure that the goods are sufficiently protected from the elements;

(b) When the contract does not reflect the real intention of the parties due to mistake or accident, and the amendment is necessary to reflect the party's intention; and

(c) Other analogous circumstances that could affect the conditions of the procurement at hand

**21. Adjustments in Contract Price and/or Delivery Schedule in Amendment to Order**

21.1 If an amendment to order increases or decreases the cost of, or the time required for executing any part of the delivery under the original contract, an equitable adjustment in contract price and/or delivery schedule should be mutually agreed upon between parties concerned, and the contract should be modified as stated under GCC Clause 46

21.2 If the amendment to order consists of additional items, the price adjustment shall be based on the unit price in the original contract for items of goods similar to those in the original contract. If the contract does not contain any rate applicable to the additional items, then suitable prices shall be mutually agreed upon between the parties, based on prevailing market prices.

21.3 It is required, however, that any increase in contract price must not exceed ten percent (10%) of the original contract price.

**22. Packing and Documents**

22.1 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 and in accordance with existing industry standards. The packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract as stated under GCC Clause 22.1, including additional requirements, if any, specified in the PCC, and in any subsequent instructions ordered by the Procuring Entity.

22.3 The outer packaging must contain a "Packing List" which must reflect the actual contents of the package.

**23. Delivery and Documents**

23.1 Subject to GCC Sub-Clause 19, the Delivery of the Goods and completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6: Schedule of Requirements. The documents to be furnished by the Supplier shall be specified in the PCC.

**24. Acceptance**

24.1 Acceptance by the Procuring Entity 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 transportation or any failure to meet the required performance criteria of the supply are identified and reported to the Supplier as stated under GCC Clause 31 and GCC Clause 32. In such cases the Acceptance Certificate will be issued only for those parts of the contract supplies which are accepted. The Acceptance Certificate for the remaining supplies will only be issued after the supplier has remedied the defects and/or any non-



conformity under GCC Clause 31 and GCC Clause 32.

- 24.2 The appropriate Technical Inspection and Acceptance Committee of the Procuring Entity must commence the inspection and acceptance process within twenty-four(24) hours from delivery of the goods, and shall complete the same as soon as practicable.
- 25. Contract Price**
- 25.1 The Contract Price shall be specified in the **PCC**.
- 25.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the price as stated under GCC Sub-Clause 25.1, with the exception of any change in price resulting from a Change Order issued under GCC Clause 19, or if applicable, adjustments authorized in accordance with the price adjustment provision specified in the **PCC**.
- 26. Transportation**
- 26.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination as specified in Section 6: Schedule of Requirements, defined as the Site, transport to such place of destination, including insurance, other incidental costs, and temporary storage, if any. These costs shall be included in the Contract Price.
- 27. Terms of Payment**
- 27.1 The Contract Price, including any Advance Payments, if applicable, shall be paid in the manner as specified in the **PCC**.
- 27.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Related Services performed, and accompanied by the documents as stated under GCC Clause 23 and 24 and upon fulfilment of any other obligations stipulated in the Contract.
- 27.3 Payments shall be made promptly by the Procuring Entity, but in no case later than the days indicated in the **PCC** after submission of an invoice or request for payment by the Supplier, and after the procuring Entity has accepted it.
- 27.4 Payment shall be made to the Supplier under this Contract shall be in Bangladeshi Taka.
- 27.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its respective due date or within the period set forth in the **PCC**, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **PCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.
- 28. Insurance**
- 28.1 The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.
- 29. Taxes and Duties**
- 29.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies imposed or incurred until delivery of the contracted goods to the Procuring Entity.
- 30. Performance Security**
- 30.1 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.



30.2 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than Thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract and the issuance of certification to that effect by the Procuring Entity, including any warranty obligations as stated under GCC Clause 33, unless specified otherwise in the PCC, provided that there are no claims filed against the supplier.

**31. Specifications  
and  
Standards**

31.1 The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section 7, Technical Specification and in Section 8, Drawings, if any.

31.2 If there is no applicable standard, the goods must conform to the authoritative standards appropriate to the good's country of origin. Such standards must be the latest issued by the concerned institution.

31.3 Subject to the GCC Clause 19, 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 Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.

31.4 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Technical Specification. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated under GCC Clause 19.

**32. Inspections  
and Tests**

32.1 The Procuring Entity shall have the right to test the Goods to confirm their conformity to the Contract specifications. The PCC and Technical specifications shall specify what tests the Procuring Entity requires and where they are to be conducted. The supplier shall at its own expense and at no cost to the Procuring Entity, carry out all such tests of the Goods and related services as are specified in the Contract.

32.2 The Supplier shall provide the Procuring Entity with a report of the results of any such test.

32.3 The Procuring Entity may engage external agents for the purpose of conducting inspection of Goods, provided that the Procuring Entity shall bear all of its costs and expenses.

32.4 The Procuring Entity or its designated representative as specified shall be entitled to attend the tests and/or inspections under GCC Clause 32.1, provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance.

32.5 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 Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

32.6 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract, but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under



the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 32.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice under GCC Sub-Clause 32.5.
- 32.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report as stated under GCC Sub-Clause 32.2, shall relieve the Supplier from any warranties or other obligations under the Contract.

### 33. Warranty

- 33.1 The Supplier warrants that all the Goods supplied under the Contract are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the design and/or material required by the Procuring Entity provides otherwise under GCC Clause 19.
- 33.2 The Supplier further warrants that the all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in Bangladesh.
- 33.3 In order to assure that manufacturing defects shall be corrected by the Supplier, manufacturer, or distributor, as the case may be, a warranty shall be required from the Supplier for a minimum period of three (3) months, in the case of supplies, and one (1) year, in the case of equipment, after performance of the contract or other such period as may be specified in the PCC.
- 33.4 The warranty periods may vary among the various items and lots. The warranty for Goods delivered ahead will lapse earlier than the succeeding deliveries.
- 33.5 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 33.6 Upon receipt of such notice, the Supplier shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 33.7 If the Supplier, having been notified, fails to remedy the defect(s) within the period as stated under GCC Sub Clause 33.6, the Procuring Entity may proceed to call upon the Performance security without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.
- 33.8 Performance Security under GCC Clause no 30 shall only be released after the lapse of the warranty period, provided that the



goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

- (a) A patent defect, which is one that is apparent to the buyer on normal observation. It is an apparent or obvious defect.
  - i. For example, a ball pen that does not write is patently defective.
- (b) A latent defect, which is one that is not apparent to the buyer by reasonable observation. A latent defect is "hidden" or one that is not immediately determinable.
  - i. For example, a ball pen that writes .75 kilometers instead of the expected 1.5 kilometers, has a latent defect.

**34. Delays in Delivery and Extensions of Time**

- 34.1 The Supplier must deliver the Goods or perform the services procured within the period prescribed by the Procuring Entity, as specified in the Contract.
- 34.2 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services as stated under GCC Clause 23, the Supplier shall promptly notify the Procuring Entity in writing. It must state therein the cause/s and duration of the expected delay. The Procuring Entity shall decide whether and by how much to extend the time. In all cases, the request for extension should be submitted before the lapse of the original delivery date.
- 34.3 Within twenty-one (21) days of receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may grant time extensions, if based on justifiable grounds, without liquidated damages.
- 34.4 The Procuring may extend up to twenty percent (20%) of the original contract time, above 20% of the original contract time approval of Head of Procuring Entity (HOPE) shall be required, in which case the extension shall be ratified by the Parties by amendment of the Contract as stated under GCC Clause 46.
- 34.5 Except in the case of Force Majeure, as provided under GCC Clause 38, 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 as stated under GCC Clause 35, unless an extension of time is agreed upon, under GCC Sub-Clause 34.3.

**35. Liquidated Damages**

- 35.1 Subject to GCC Clause 34 and 38, if the , if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery and/or perform the Related Services within the period specified in the Contract as stated under GCC Clause 23, the Procuring Entity shall , without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the delivered price of the delayed Goods or unperformed / Related Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those PCC. Once the maximum is reached, the Procuring Entity may terminate the Contract as stated under GCC Clause 42.

**36. Limitation of Liability**

- 36.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement of patent and intellectual property



rights, if applicable, the Supplier shall not be liable to the Procuring Entity, 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, the aggregate liability of the Supplier to the Procuring Entity 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 pay liquidated damages to the Procuring Entity.

**37. Change in  
Laws and  
Regulations**

- 37.1 Unless otherwise specified in the Contract, if after 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. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, under GCC Clause 25

**38. Definition of  
Force  
Majeure**

- 38.1 In this Clause, "Force Majeure" means an exceptional event or circumstance:

- (a) which is beyond a Party's control;
- (b) which such Party could not reasonably have provided against before entering into the Contract;
- (c) which, having arisen, such Party could not reasonably have avoided or overcome; and
- (d) which is not substantially attributable to the other Party.

- 38.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war;
- (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel;
- (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (v) natural catastrophes such as cyclone, hurricane, typhoon, tsunami, storm surge, floods, earthquake, landslides, fires, epidemics, quarantine restrictions, or volcanic activity;
- (vi) freight embargoes;
- (vii) acts of the Government in its sovereign capacity.

**39. Notice of  
Force  
Majeure**

- 39.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of



the relevant event or circumstance constituting Force Majeure.

39.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

39.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

**40. Duty to Minimise Delay**

40.1 Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure.

40.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

**41. Consequences of Force Majeure**

41.1 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.

41.2 The Procuring Entity may suspend the delivery or contract implementation, wholly or partly, by written order for a certain period of time, as it deems necessary due to force majeure as defined in the contract.

41.3 Delivery made either upon the lifting or the expiration of the suspension order. However, if the procuring Entity terminates the contract as stated under GCC clause 42, resumption of delivery cannot be done.

41.4 Head of Procuring Entity determines the existence of a force majeure that will be basis of the issuance of suspension of order.

41.5 Adjustments in the delivery or contract schedule and/or contract price, including any need to modify contract under GCC Clause 46.

**42. Termination for Default**

42.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

(a) Outside of force majeure, the Supplier fails to deliver or perform any or all of the GOODS within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay;

(b) As a result of force majeure, the Supplier is unable to deliver or perform any or all of the GOODS, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or

(c) The Supplier fails to perform any other obligation under the Contract;

(d) If the Supplier, in the judgment of the Procuring Entity has engaged in corrupt, fraudulent, collusive or coercive practices, as stated under GCC Clause 3, in competing for or in executing the Contract;

(e) When deductible amount due to liquidated damage reaches



its maximum as stated under GCC Clause 35.

- 42.2 Termination of a contract for default is without prejudice to other remedies available to the Procuring Entity for breach of contract, such as payment of liquidated and other damages, if there are grounds for the latter.
- 42.3 In the event the Procuring Entity terminates the Contract in whole or in part, as stated under GCC Clause 42.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 42.4 In the event as stated under GCC Clause 42.1(d), the Procuring Entity shall,
- (a) terminate the Supplier's employment under the Contract and cancel the contract, after giving 14 days' notice to the Supplier and the provisions of Clause 42 shall apply as if such expulsion had been made under Sub-Clause 42.1
  - (b) declare, at its discretion, the concerned Person to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.
- 43. Termination for insolvency** 43.1 The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.
- 44. Termination for Convenience** 44.1 The Procuring Entity, by written notice sent to the supplier, may terminate this Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring Entity's convenience, the extent to which performance of the supplier under the contract is terminated, and the date upon which such termination becomes effective.
- 44.2 Any of the following circumstances may constitute sufficient grounds to terminate a contract for conveniences:
- (a) If Physical and economic conditions have significantly changed so as to render the contract no longer economically, financially or technically feasible, as determined by the Head of Procuring Entity;
  - (b) The Head of Procuring Entity has determined the existences of conditions that make contract implementation impractical and/or unnecessary, such as, but not limited to, fortuitous event/s, change in laws and government policies;
  - (c) Funding for the contract has been withheld or reduced;
  - (d) Any circumstances analogous to the foregoing.
- 44.3 The GOODS that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For GOODS not yet performed and/or ready for delivery, the Procuring Entity may elect:



- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

**45. Procedures  
for  
Termination  
of Contracts**

45.1 The following provisions shall govern the procedures for termination of this Contract as stated under GCC Clauses 42,43 and 44:

- (d) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (e) Upon recommendation by the Procuring Entity, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
  - i. that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - ii. the extent of termination, whether in whole or in part;
  - iii. an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
  - iv. special instructions of the Procuring Entity, if any.
- (f) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (g) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- (h) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper to withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (i) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (j) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity.

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**46. Contract  
Amendment**

- 46.1 Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.
- 46.2 The Procuring Entity, in accordance with their Delegation of Financial Powers, may amend the Contract to reflect the changes introduced to the original terms and Conditions of the Contract.

**47. Settlement of  
Disputes**

47.1 Amicable Settlement:

- (a) The Procuring Entity 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.

47.2 Adjudication

- (a) If the Supplier /Procuring Entity believe that amicable settlement of dispute is not possible between the two parties, the dispute shall be referred to the Adjudicator within fourteen (14) days of first written correspondence on the matter of disagreement;
- (b) The Adjudicator named in the PCC is jointly appointed by the parties. In case of disagreement between the parties, the Appointing Authority designated in the PCC shall appoint the Adjudicator within fourteen (14) days of receipt of a request from either party;
- (c) The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it;
- (d) The supplier shall make all payments (fees and reimbursable expenses) to the Adjudicator, and the Procuring Entity shall reimburse half of these fees through the regular progress payments;
- (e) Should the Adjudicator resign or die, or should the Procuring Entity and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Procuring Entity and the Supplier. In case of disagreement between the Procuring Entity and the Supplier the Adjudicator shall be designated by the Appointing Authority designated in the PCC at the request of either party, within fourteen (14) days of receipt of a request from either party.

47.3 Arbitration

- (a) If the Parties are unable to reach a settlement under GCC Clause 47.1(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 47.3(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 and in the place shown in the PCC.

  
Proprietor  
TISHA ENTERPRISE





## (f) Technical Specifications



**তিশা এন্টারপ্রাইজ**  
**TISHA ENTERPRISE**

৩২ নারিন্দা রোড, নারিন্দা, ঢাকা-১১০০

মোবাইল : ০১৮১৯-২৯৯৪৩০, ০১৮১৮-৮৩৫১২৫

E-mail : t.enterprise2012@gmail.com

e-GP : tishaenterprise16@gmail.com

## Specifications Submission and Compliance Sheet (Form PG-3)

Invitation for Tender No:	SDF/Proc-/Goods/2025/3102	Date:	26-10-2025
Tender Package No:	G 77.0(RELIP)	Package Description:	Printing and Supply of Diary, Wall & Desk Calendar-2026
Tender Lot No:	Single Lot	Lot Description:	

Item No	Name of Goods	Detailed Technical Specification and Standers required		Inspection /or tests required and test place	Quantity	
1.	Diary	Size	:	9.5 Inch X 7 Inch (LXW)	SDF, HQ, 22/22 Khilji Road, Mohammadpur, Dhaka-1207	1800 nos.
		Cover	:	Rexin with foam layer over hard cover, SDF Diary 2026 and Office Name and Logo Embossing		
		Office information with cover back pasting page	:	2 Forma, 150 GSM. Art paper, 4 color print		
		Inner page Monthly date panel	:	26 Forma, 80 GSM. Offset paper, 2 color print.		
		Note	:	1 Forma, 80 GSM. Offset paper, 2 color print		
		Monthly Divider page (Official Documentary Picture)	:	3 Forma, 150 GSM. Art paper, 4 color print		
		Banding	:	Juse Banding with Rebon		
		Designing	:	Following the work order, the design will be determined		
2.	Wall Calendar-2025	Size	:	17.00 inch x 22.00 inch (WxH)		9800 nos.
		No of Sheets	:	06 Date Sheets, 01 Top Sheet and 01 back page		
		Paper	:	Inner-150 gsm, Matt paper (Indonesia), Top sheet and back page 80gsm partex premium/papertech offset paper.		
		Color	:	Four color both side, image will be used		
		Type of Binding	:	17.00 inch wire-O-Binding-foreign (with stand 16.00 inch)		
		Back Board	:	600gsm White Duplex Board (17.00inch x 4.00 inch)		
		Cartoon	:	Made of 5 ply cardboard must be capable to pack 50 pieces Calendar.		
		Packaging	:	50 pieces per cartoon (5 ply)		
		Envelop	:	80gsm partex premium/paper tech offset paper with 04 color printing.		
			:	(Size: as per calendar dimension)		





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**Specifications Submission and Compliance Sheet (Form PG-3)**

Invitation for Tender No:	SDF/Proc-/Goods/2025/3102	Date:	26-10-2025
Tender Package No:	G 77.0(RELIP)	Package Description:	Printing and Supply of Diary, Wall & Desk Calendar-2026
Tender Lot No:	Single Lot	Lot Description:	

Item No	Name of Goods	Detailed Technical Specification and Standers required		Inspection /or tests required and test place	Quantity
3.	<u>Desk Calendar</u>	Size	: 8.50 inch x 5.00 inch (WxH)		4100 nos.
		No of Leaves	: 06 Leaves and 01 Top Sheet		
		Paper	: 300 gsm, Art Card (hansol brand), Total 07 sheets		
		Color	: Four color		
		Print	: Back to Back		
		Binding	: Wire-O-Binding-foreign, Stand Size- 8.50inch x 5.50inch x 3.50 inch by 24 lbs Pasting Board with 120 gsm art paper (outside), 80 gsm offset (inner side) and one side matt laminations.		
		Envelop	: 80gsm partex premium/papertech offset paper with 04 color printing.		
		: (Size: as per calendar dimension)			

**N.B. Number of pages may be increased or decreased due to size, font and computer compose.**

**Note : Special Terms and conditions:**

- The Tenderer shall confirm that:
  - Illustration, Design, Color and proportion of text & illustration must be as per samples approved by the SDF Management.
  - If the materials are not printed as per specification, they are bound to re-print the materials as decided by the SDF Management.
- Message of printing will be provided along with the Contract Agreement/Purchase Order.
- Message of printing may be changed at purchaser's premise before final printing.
- Sample of the Printing items must be approved by the SDF Management before final printing
- Delivery Time: 3 (three) weeks from the date of contract signing.

*[Signature]*  
Proprietor  
TISHA ENTERPRISE

*[Signature]*



(g) Drawings (Not Applicable)

(h) Price Schedules, Delivery Schedule and Schedule of Requirements and;



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Price Schedule for Goods (Form PG3-4A)

Invitation for Tender No:	SDF/Proc-/Goods/2025/3102	Date:	26-10-2025
Tender Package No:	G 77.0(RELIP)	Package Description:	Printing and Supply of Diary, Wall & Desk Calendar-2026
Tender Lot No:	Single Lot	Lot Description:	

A: PRICE OF GOODS (Including Spare Parts, if any) AND DELIVERY SCHEDULE

1	2	3	4	5	6	7	8	
Item No	Description of Item	Country of Origin	Unit of Measurement	Qty of units Required	Unit Price	Total Price (col. 4 X 5)	Point of Delivery as per schedule of Requirement	Delivery Period Offered as per Schedule of Requirement
1	Printing and Supply of Diary	Bangladesh	nos	1800	263.33	4,73,994/-	As per Schedule	As per Schedule
2.	Printing and Supply of Wall Calendar	Bangladesh	nos	9800	105.00	10,29,000/-	As per Schedule	As per Schedule
3.	Printing and Supply of Desk Calendar	Bangladesh	nos	4100	70.00	2,87,000/-	As per Schedule	As per Schedule
				Total=		17,89,994/-	As per Schedule	As per Schedule

In word: Seventeen Lac Eighty Nine Thousand Nine Hundred Ninety Four Taka Only.

Note 1: All unit rates and prices quoted by the Tenderers against each basic item or activity shall include the tenderer's profit, overheads, VAT and all other charges including corresponding incidental service charges for banking and, shall be the delivered price in final destination or at point of delivery and, thus forth the total Tender Price quoted by Tenderers.

Note 2: Tenderers will complete these columns as appropriate following the details specified in Section 6: Schedule of Requirements.


Signature:	
Name:	Hayder Ali Khan NID No: 9312323740444
In the capacity of:	Proprietor

Proprietor  
TISHA ENTERPRISE



(i) Other document including correspondences listed in the PCC forming part of the Contract (if)

**eReturn**  
Reference Number: 5430319148

  
Government of the People's Republic of Bangladesh  
National Board of Revenue  
Income Tax Department  
Income Tax Certificate  
Assessment Year: 2025-2026

Taxpayer's Name	:	HAYDER ALI KHAN
Taxpayer's Identification Number (TIN)	:	466693212980
Father's Name	:	Md.Dabir Uddin Khan
Mother's Name	:	Rokeya Begum
Current Address	:	Tisha Enterprise 32,Narinda Road, Sutrapur, Dhaka
Permanent Address	:	Tisha Enterprise 32,Narinda Road, Sutrapur, Dhaka
Status	:	Individual -> Bangladeshi -> Having NID

This is to certify that HAYDER ALI KHAN is a registered taxpayer of Taxes Circle-153, Taxes Zone-07, Dhaka. The taxpayer has filed the return of income for the Assessment Year 2025-2026. Shown Total Income 8,50,000 BDT, Net Wealth 7,15,68,747 BDT and Paid Tax 97,735 BDT.



This is a system generated certificate, and requires no signature.




Government of the People's Republic of Bangladesh  
National Board of Revenue

Mushak 2.3

Customs, Excise and VAT Commissionerate, Dhaka (East)  
Sutrapur Division

**Value Added Tax Registration Certificate**

This is to certify that the person whose details are given below is registered under  
Value Added Tax and Supplementary Duty Act, 2012 (Act No. 47 of 2012)

**BIN : 002889373-0301**

Name of the Entity	: TISHA ENTERPRISE
Trading Brand Name	: Tisha Enterprise
Old BIN	: N/A
e-TIN	: 466693212980
Address	: 32, Narinda Road Dhaka; Sutrapur PS; Dhaka-1100; Bangladesh
Issue Date	: 07/07/2020
Effective Date	: 01/07/2020
Type of Ownership	: Proprietorship
Major Area of Economic Activity	: Supplier



*This is a system generated certificate and doesn't require any signature*

**Proprietor**  
**TISHA ENTERPRISE**

*[Handwritten signature]*





**তিশা এন্টারপ্রাইজ**  
**TISHA ENTERPRISE**

৩২ নারিন্দা রোড, নারিন্দা, ঢাকা-১১০০  
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E-mail : t.enterprise2012@gmail.com  
e-GP : tishaenterprise16@gmail.com

**Tender Submission Letter(Form PG3 - 1)**

*[This letter shall be completed and signed by the Authorized Signatory preferably on the Letter-Head pad of the Tenderer.]*

<b>To</b> <b>Managing Director</b> Social Development Foundation (SDF) 22/22, Khilji Road, Mohammadpur, Dhaka-1207.	Date : 26-10-2025
Invitation for Tender No:	SDF/Proc-/Goods/2025/3102
Tender Package No:	G 77.0(RELIP)
Lot No:	Single Lot

We, the undersigned, tender to supply in conformity with the Tender Document the following Goods and related services, viz:

In accordance with ITT Clauses 22 and 23, the following prices and discounts applies to our Tender:

The Tender Price in:  
(ITT Sub-Clause 23.1)

Taka [17,89,994/-]

The Conditional/unconditional discount for being awarded more than one lot in this package is:  
(ITT Sub-Clause 23.9)

Taka [Seventeen Lac Eighty Nine Thousand Nine Hundred Ninety Four Taka Only.]


The methodology for Application of the discount is:  
(ITT Sub-Clause 23.10)

The advance payment is:  
GCC Sub-Clause 27.1)

and we shall accordingly submit an Advance Payment Guarantee in the format shown in Form PG3-10.

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

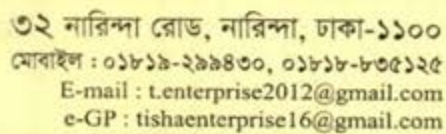
- our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 27.2) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- a Tender Security is attached in the form of a (Bank Guarantee: Bank Guarantee No:0002-25-BG-0028 Dated- 22-10-2025 BDT. 60,000/- (Taka Sixty Thousand) Only A/C- Tisha Enterprise) in the amount stated in the Tender Data Sheet (ITT Clause 31) and valid for a period of twenty-eight (28) days beyond the Tender Validity date;
- if our Tender is accepted, we commit to furnishing a Performance Security in the amount stated in the Tender Data Sheet (ITT Sub Clause 62.1) in the form stated in Tender Data Sheet (ITT Sub Clause 63.1) and valid for a period of twenty-eight (28) days beyond the date of completion of our performance obligations;
- we have examined and have no reservations to the Tender Document, issued by you on [insert date];

  
প্রোগ্রাইটর  
তিশা এন্টারপ্রাইজ

  
Proprietor  
TISHA ENTERPRISE







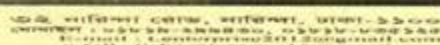
- e) we, including as applicable, subcontractor for any part of the contract resulting from this Tender process, have nationalities from eligible countries, in accordance with ITT Sub Clause 5.1;
- f) we are submitting this Tender as a sole Tenderer
- g) we are not a Government owned entity as defined in ITT Sub Clause 5.10 or we are a Government owned entity, and we meet the requirements of ITT Sub Clause 5.10]; (delete one of the above as appropriate)
- h) we, declare that we are not associated, nor have been associated in the past, directly or indirectly, with a consultant or any other entity that has prepared the design, specifications and other documents, in accordance with ITT Sub Clause 5.6:
- i) we, including as applicable Subcontractor have not been declared ineligible by the Government of Bangladesh or the Development Partner, under the laws of Bangladesh or official regulations or by an act of compliance with a decision of the United Nations Security Council on charges of engaging in corrupt, fraudulent, collusive, coercive (or obstructive in case of Development Partner) practices, in accordance with ITT Sub Clause 5.9;
- j) furthermore, we are aware of ITT Sub Clause 4.2 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;
- k) we intend to subcontract an activity or part of the Supply, in accordance with ITT Sub Clause 16.1 to the following Subcontractor(s):

Name and address of

- l) we, confirm that we do not have a record of poor performance, such as abandoning the Supply, not properly completing contracts, inordinate delays, or financial failure as stated in IT SubClause 5.8, and that we do not have, or have had, any litigation against us, other than that stated in the Tenderer Information Sheet(Form PG3-2);
- m) we are not participating as Tenderers in more than one Tender in this Tendering process. We understand that your written Notification of Award shall become a binding Contract between us, until a formal Contract is prepared and executed;

শোভাচিহ্ন  
কিনা এন্টারপ্রাইজ

শ্রীমতী

[illegible][illegible]

Proprietor  
TISHA ENTERPRISE

Qumran