

Government Republic of Bangladesh
Office of the Controller General of Accounts (CGA)
Finance Division, Ministry of Finance
Hishab Bhaban, Segun Bagicha
Dhaka-1000, Bangladesh.



File No.: 07.03.0000.005.60.21.18- ১০৬৩

Date: 21.06.2021

Notification of Award

(Tender Ref. No.: CGA/FSMU/Network/2012/04/146, Date: 28-04-2021)

To:

Managing Director
Gazi Communications
37/2 Bir Protik Gazi Dastagir Road,
Pritom Zaman Tower (15th Floor),
Purana Paltan, Dhaka-1000
Bangladesh.

Attn: Mr. Javed Islam Molla (Sumon)
Deputy Manager, Technical Sales


This is to notify you that your tender dated 25.05.2021 for the supply of goods and related services for "Procurement of Network/Internet Equipment/Devices Requirement in CGA Server/Network Operation Room" for the contract price of Tk. 1,98,76,410.00 (Taka One Crore Ninety-Eight Lac Seventy Six Thousand Four Hundred and Ten Only) including VAT and Taxes as corrected and modified in accordance with the instructions to tenderers, has been approved by the Office of the Controller General of Accounts (CGA).

You are thus requested to take following actions:

- i. Accept in writing the notification of award within three (3) days of its issuance pursuant to ITT sub-clause 61.3
- ii. Furnish a performance security in the specified format and in the amount of Tk. 19,87,641.00 (Taka Nineteen Lac Eighty-Seven Thousand Six Hundred and Forty One Only), within five (5) days of acceptance of this notification of award, in accordance with ITT clause 63.2
- iii. Sign the contract within seven (7) days of issuance of this notification of award, in accordance with ITT clause 66.2

You may proceed with the execution of the supply of goods and related services only upon completion of the above tasks. You may also please note that this notification of award shall constitute the formation of this contract, which shall become binding upon you.

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


(Md. Azizul Hoque)
Additional CGA (Administration)

Duly authorized to sign for and on behalf of
Office of the Controller General of Accounts (CGA)

Contract Agreement

This agreement made the [day] day of [month][year] between [name and address of procuring entity] (hereinafter called "the procuring entity") of the one part and [name and address of supplier] (hereinafter called "the supplier") of the other part:

Whereas the procuring entity invited tenders for certain goods and related services, viz, [brief description of goods and related services] and has accepted a tender by the supplier for the supply of those goods and related services in the sum of taka [contract price in figures and in words] (hereinafter called "the contract price").

Now this agreement witnesseth as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the general conditions of contract hereafter referred to.
2. The following documents forming the contract shall be in the following order of precedence, namely :
 - (a) The signed form of contract agreement;
 - (b) The notification of award
 - (c) The completed tender
 - (d) Particular conditions of contract;
 - (e) General conditions of contract;
 - (f) Technical specifications;
 - (g) Drawings;
 - (h) Price schedules and schedule of requirements and;
 - (i) Other document including correspondences listed in the PCC forming part of the contract
3. In consideration of the payments to be made by the 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.
5. The purchaser reserves the right to have information system audit conducted (internal or external) as per it policy of the purchaser and Bangladesh bank's related guidelines.

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

	For the procuring entity:	For the supplier:
Signature		
Print name		
Title		
In the presence of Name		
Address		

Bank Guarantee for Performance Security

[The performance security to be issued by a scheduled bank of Bangladesh in accordance with ITT sub clause 63.1]

Contract No.:

Date:

To:

[Name and address of procuring entity]

Performance Guarantee No: [insert number]

We have been informed that [name of supplier] (hereinafter called "the supplier") has undertaken, pursuant to contract no [reference number of contract] dated [date of contract] (hereinafter called "the contract") for the supply of [description of goods and related services] under the contract.

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

At the request of the supplier, we [name of bank] hereby irrevocably unconditionally undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk. [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the supplier is in breach of its obligation(s) under the contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until [date of validity of guarantee], consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

[Signatures of authorized representatives of the bank]

Signature

Seal

The validity would be