

Invitation to Bid



Danish Refugee Council (DRC)

Sayeman Heritage Residence (3rd Floor),
Sayeman Road, Baharchara
Cox's Bazar, Bangladesh

04 September 2026

To: All interested qualified and specialized Bidders

Invitation to Bid No.: ITB-BGD-CXB-2026-009 for Construction Materials

Dear Valued Bidder,

The Danish Refugee Council (DRC) has received grants from various for the implementation of the humanitarian aid operation in Bangladesh. For smooth running of the operation DRC is looking for the supply of **Construction materials** from professional experienced and duly registered companies with annual turnover **of over 5 million** taka. Therefore, the DRC requests that you submit price bid(s) for the supply of the item(s) listed on the attached **DRC Bid Form Annex- A (Technical Bid Form Annex A.1 & Financial bid form Annex A.2)**

I. TENDER DETAILS

The Tender details are as follows:

Line	Item	Time, date, address as appropriate
1	ITB published	04 September 2026 (9:00 AM) Bangladeshi time
2	Pre-Bid Meeting (Microsoft Teams)	10 September 2026 (11:00 AM) Bangladeshi time Meeting Platform: Microsoft Teams Meeting Link: https://teams.microsoft.com/meet/371708021236340?p=htjdzeS1TogqvqvpQ8 Meeting ID: 371 708 021 236 340 Passcode: nM3tJ3TW
3	Closing date and time for receipt of bids	21 September 2026 (5:00 PM) Bangladeshi time
4	Tender Opening Location	DRC Office Sayeman Heritage Residence (3 rd Floor), Sayeman Road, Baharchara, Jhawtola Cox's Bazar, Bangladesh.
5	Tender Opening Date and time	23 September 2026 (04:00 PM) Bangladeshi time
6	E-mail address for electronic bid submissions	tender.bgd@drc.ngo
7	Postal address for hard copy bid submissions	DRC Office, Sayeman H/R (3 rd Floor), Sayeman Road, Baharchara, Jhawtola, Cox's Bazar, Bangladesh-As per govt. working days and hours.
8	Technical Evaluation (Sample Checks)	To be concluded before contract Award
9	Pre-Award Skills Check	To be concluded before contract Award

Due to space constraints, bidders will not be invited physically to DRC Office premises for tender processes including tender opening. However, the pre-bid meeting will be conducted online to clarify the technical details and terms and conditions.

If you have any queries regarding this ITB and interest in Prebid meeting, please submit your queries via email to bgd.procurement@drc.ngo no later than **17 September 2026** (5:00 PM). DRC will reply to your queries accordingly.

PLEASE NOTE: NO BIDS WILL BE ACCEPTED AFTER THE ABOVE CLOSING TIME AND DATE

II. IMPORTANT INFORMATION REGARDING THIS ITB:

- ITB is launched for the purpose of establishing a Purchase Agreement (PA) with suitable supplier (s) of **Construction Materials** for a period of **12 months with possibility of extension**. Please be informed that under this Procurement and Purchase Agreement (PA), DRC intends to procure Construction Materials equivalent to a total value of **Approximately BDT 28,300,000 throughout the PA period**.

The quantities mentioned in this ITB are tentative. The actual quantities may increase or decrease depending on operational requirements; however, the total value of purchases under this agreement shall not exceed the maximum value BDT 28,300,000.

- A Purchase Agreement (PA) is an agreement with a single bidder (or bidders) to establish terms governing contracts that may be awarded during the period of the PA. DRC, as contracting authority, does not guarantee any volume of orders under PA as all purchases will be based on the needs and activities of DRC.
- The PA will set prices for the PA duration. Prices and the quality of the items received will be reviewed regularly and, on a need-by-need basis by DRC and selected bidders are responsible for making sure it's satisfactory and within current market value.
- To be selected for the PA, respondents will need to be successful in this competitive tender exercise. When a PA is established with a bidder, the purchasing mechanism will be based on a Purchase Order/Purchase Contract for a specified period and schedule of services - so when DRC requires **Construction Materials**, a Purchase Order / Purchase Contract will be sent to the bidder to contract each specific order and confirm terms. Each Purchase Order / Purchase Contract will be an individual contract based on the agreed terms in the PA and governing terms and conditions in the Purchase Order / Purchase Contract and DRC General Conditions of Contract.
- A Purchase Agreement is not binding to DRC to place any Purchase Contracts/ Purchase Orders. DRC will place orders to the awarded bidder based on the agreement as per its requirement.
- DRC may deem to cancel the agreement at any time should it be deemed necessary.
- For this procurement, as specified in the technical requirement - it can be awarded to **Multiple suppliers** - Primary and Secondary.
 - **All Construction Materials shall be delivered as per INCOTERMS 2020 (DDP). The areas operation includes Camps: 2E, 2W, 5, 6, 7, 8E, 8W, 10, 11, 12, 26 and Host Community: Ukhiya, Rajapalong, Palongkhali, Jaliapalong, Teknaf camps, Ramu, Ukhiya or DRC Warehouse etc.**

- No advance payment will be paid to the awarded bidder. The awarded bidder is expected to mobilize its own resources to deliver the agreed **Construction Materials** deliveries.
- This tender is open for companies with legal permission to operate supplier business in Bangladesh.
- The bidder must be able to show sufficient financial capacity to provide the **Construction Materials** (with a turnover of 5 million Bangladeshi Taka and above and DRC reserve rights to verify this.
- The payment will be processed within fourteen (14) calendar days after successful delivery of the **Construction Materials** and submission of the supplier's invoice, in accordance with the Purchase Order value.

III. SELECTION AND AWARD CRITERIA

The criteria for awarding contracts resulting from this Tender is based on the 'best value for money' principle. For the purpose of all tenders DRC defines best value for money as:

Best value for money should not be equated with the lowest initial bid option. It requires an integrated assessment of technical, organizational and pricing factors considering their relative importance (i.e. reliability, quality, experience, and reputation, past performance, cost/fee realism, delivery time, reasonableness, need for standardization, and other criteria depending on the item to be procured).

This tender will be awarded to the **lowest cost technically compliant bidder**. The technical evaluation criteria are as follows and the list of item specifications stated in Annex A.1.

A. Administrative Evaluation

A bid shall pass the administrative evaluation stage before being considered for technical and financial evaluation. Bids that are deemed administratively non-compliant may be rejected. Documents listed below shall be submitted with your bid. Submission of these documents is mandatory to ensure administrative compliance. Failure to provide/submit any of the required documents, as specified in the Instructions, will result in automatic disqualification.

#	Annex #	Document	Instructions
1		Valid Trade License (current fiscal year) FY 26-27	Submit the document.
2		TIN Certificate	Submit the document.
3		BIN Certificate -13 Digit	Submit the document.
4		Income Tax Clearance Certificate -last year	Submit the document.
5		NID of the Majority Owner	Submit the document.

6	A.1	Bid Form (Technical)	Fill up, Sign, stamp and submit the document.
7	B	Tender and Contract Award Acknowledge Certificate	Fill up, Sign, stamp and submit the document.
8	C	DRC General Conditions of Contract	Sign, stamp and submit the document.
9	D	Supplier Code of Conduct	Fill up, Sign, stamp and submit the document.
10	E	Supplier Profile and Registration Form	Fill up, Sign, stamp and submit the document.
11		Evidence of annual turnover of BDT 50,00,000 (Fifty Lakh Taka) for the last one year (1 July 2025 – 30 June 2026), relevant to the nature of the business	Submit the Bank Statement for the last 1 year - Closing Balance of till 30 June 2026
12		Document submission. 1. Technical Bid with Document 2. Financial Bid	To be submitted in a separate email/envelope (if hard copy submission)

B. Technical Evaluation

To be technically acceptable, the bid shall meet or exceed the stipulated requirements and specifications in the ITB. A Bid is deemed to meet the criteria if it confirms that it meets all mandatory conditions, procedures and specifications in the ITB without substantially departing from or attaching restrictions to them. If a Bid does not technically comply with the ITB, it will be rejected. The technical criteria are stipulated in **DRC Technical Bid Form – Annex A.1**

Sl. No	DRC Requirements	Documents Details	Weighted Score in Technical Evaluation [Total 100%]
1	Experiences and References	The bidder shall have a minimum of three (03) years of relevant experience in supplying construction materials to INGOs, UN agencies or Government organizations, preferably within the Cox's Bazar district and Rohingya camps. The bidder must submit documentary evidence demonstrating successful completion of similar assignments during the period: 01 July 2023 – 30 June 2026 The following conditions shall apply: Submit at least three (03) Purchase Orders (POs), Framework Agreements, Contracts, or Work Completion Certificates. The experience must be from three different organizations. The supplied items shall be similar or comparable to the construction materials included in this ITB.	40%
		The bidder shall submit at least three (03) satisfactory client references for similar assignments. Each reference shall include: Organization Name Contact Person Designation Mobile Number Official Email Address Nature of Assignment The evaluation committee reserves the right to verify the submitted references.	10%

3	Physical Sample Inspection and Evaluation	Administratively complaint and technical shortlisted bidders will be formally notified to submit samples of the construction materials, to the DRC Cox's Bazar office within five (5) working days from the date of notification. DRC will conduct a physical inspection and evaluation of the submitted construction materials in accordance with the Technical Specifications. Bidders are expected to ensure that the quality of the samples submitted for inspection and evaluation is identical to the quality of the items that will be supplied to DRC if the contract is awarded.	50%
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**NOTE: NO FINIACIAL BID INFORMATION TO BE SUBMITTED IN THE TECHNICAL BID ENVELOPE.
PRICING INFORMATION SUBMITTED IN THE TECHNICAL BID ENVELOPE WILL RESULT IN THE BID BEING REJECTED.**

C. Financial Evaluation

All bids that pass the Technical Evaluation will proceed to the Financial Evaluation. Bids that are deemed technically non-compliant will not be financially evaluated and the Financial Bid Envelope will be returned to the Bidder unopened.

The technical acceptable offers will undergo a financial evaluation process under the 'best value of money' principle as stipulated in Section III; **Selection and Award Criteria**.

Sl. No	Annex #	Document	Instructions
1	A.2	DRC Financial Bid Form	Complete ALL sections in full, sign, stamp and submit in the Financial Bid Envelope

NB: A physical sample inspection and evaluation of the construction materials will be conducted for the technically shortlisted/qualified bidders only. The shortlisted bidders will be formally notified in writing during the evaluation process. All costs related to the preparation, arrangement, and submission of construction materials samples for the purpose of physical inspection and evaluation shall be borne by the respective bidders, and DRC shall not take any responsibility or liability for these costs.

Partial Submission of the quotation will not be accepted.

IV. Tender Process

The following processes will be applied to this Tender:

- Tender Period
- Tender Closing
- Tender Opening
- Administrative Evaluation
- Technical Evaluation
- Financial Evaluation
- Notification of Contract Award
- Contract Award

V. Submission of Bids

Bidders are solely responsible for ensuring that the full bid is received by DRC in accordance with the ITB requirements, prior to the specified date and time mentioned above. DRC will consider only those portions of the bids received prior to the closing date and time specified.

All responsive Bids shall be written on the DRC Bid Form (Annex A.1 and A.2). Beyond

the DRC Bid Form, the following documents shall be contained with the bid:

- Tender & Contract Award Acknowledgment Certificate (Annex B), and if required the Supplier Profile and Registration form (Annex E), plus any other documents required.

Bids not submitted on Annex A or not received before the indicated time and date as set forth on page 1, or delivered to any other email address, or physical address will be disqualified.

Bids submitted by mail, email or courier by so is at the Bidders risk and DRC takes no responsibility for the receipt of such Bids.

Bidders are solely responsible for ensuring that the full Bid is received by DRC in accordance with the ITB requirements.

A. Hard Copy Submission:

Hard copy Bids shall be separated into 'Technical Bid' and 'Financial Bid':

- The Technical Bid shall contain all other documents required by the tender as mentioned in section A.1
- The Financial Bid shall only contain the financial bid form, Annex A.2
- Technical, and Financial proposals shall each be sealed in separate envelopes and then placed together in one larger outer envelope/package.
- All envelopes shall be placed in an outer sealed envelope, addressed and delivered to:

Each part shall be placed in a sealed envelope, marked as follows:

ITB No.: ITB-BGD-CXB-2026-009 Construction Materials TECHNICAL BID <i>with documents</i> Bidder Name:	ITB No.: ITB-BGD-CXB-2026-009 Construction Materials FINANCIAL BID Bidder Name:
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ITB No.: **ITB-BGD-CXB-2026-009 for Construction Materials**
Danish Refugee Council (DRC)
Sayeman Heritage Residence (3rd Floor), Sayeman Road,
Baharchara, Cox's Bazar
Bidder Name:

B. Email submission

Bids can be submitted by email to the following dedicated, controlled, & secure email address:

tender.bgd@drc.ngo

When Bids are emailed, the following conditions shall be complied with:

- The ITB number “ITB-BGD-CXB-2026-009 for Construction Materials” shall be inserted in the Subject Heading of the email
- Separate emails shall be used for the ‘Financial Bid’ and ‘Technical Bid’, and the Subject Heading of the email shall indicate which type the email contains
 - The Technical Bid shall contain all other documents required by the tender as mentioned in section A.1
 - The Financial Bid shall only contain the financial bid form, Annex A.2
- Bid documents required shall be included as an attachment to the email in PDF, JPEG, TIF format, or the same type of files provided as a ZIP file. Documents in **MS Word or excel formats**, will result in the bid being **disqualified**.
- Email attachments **shall not exceed 10 MB**; otherwise, the bidder shall send his bid in multiple emails.

Failure to comply with the above may disqualify the Bid.

DRC is not responsible for the failure of the Internet, network, server, or any other hardware, or software, used by either the Bidder or DRC in the processing of emails.

DRC is not responsible for the non-receipt of Bids submitted by email as part of the e-Tendering process.

Bids can be submitted in one of two ways, hardcopy or electronically. If the Bidder submits a Bid in both Hardcopy and electronically, DRC will choose the version that is the most advantageous to DRC.

VI. SUBMISSION OF SAMPLES

applicable

VII. COMPLETION OF BID FORM

A. Prices Quoted

Any discount offered shall be included in the Bid price. The price must include all applicable government taxes (AIT & VAT) and any kind of associated cost.

B. Currency

The currency of the Bid shall be in **BDT**. No other currencies are acceptable.

C. Language

The Bid Form, and all correspondence and documents related to this ITB shall be in English.

D. Packaging

Not applicable.

E. Origin

Country of origin of the items shall be clearly stated.

F. Presentation

Bids should be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations shall be initialed by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules which are unnecessary for your offer. All documentation shall be written in English. All Bids shall be signed by a duly authorized representative of the Bidder.

G. Split Awards

DRC reserves the right to split awards.

H. Validity Period

Bids shall be valid for at least the minimum number of days specified in the ITB from the date of Bid closure. DRC reserves the right to determine, at its sole discretion, the validity period in respect of Bids which do not specify any such maximum or minimum limitation.

VIII. ACCEPTANCE

DRC reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is a) not clear; b) incomplete in any material detail such as specification, terms delivery, quantity etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the ITB Closure.

IX. AWARD OF CONTRACTS

This ITB does not commit DRC to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid submitted will be regarded as an offer made by the Bidder and not as an acceptance by

the Bidder of an offer made by DRC. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of DRC and the successful Bidder.

DRC may award contracts for part quantities or individual items. DRC will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened. DRC reserves the right to cancel any ITB, to reject any or all Bids in whole or in part, and to award any contract.

Bidders who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future DRC ITBs.

X. CONFIDENTIALITY

This ITB or any part hereof, and all copies hereof shall be returned to DRC upon request. This ITB is confidential and proprietary to DRC, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of DRC, except that Bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the ITB, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this ITB.

XI. COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT

Bidders and their employees, officers, advisers, agent or sub-contractors shall not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

- The preparation of submission of Bids,
- The clarification of Bids,
- The conduct and content of negotiations,
- Including final contract negotiations,

In respect of this ITB or procurement process, or any other procurement process being conducted by DRC in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to DRC, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

XII. IMPROPER ASSISTANCE

Bids that, in the sole opinion of DRC, have been compiled:

- With the assistance of current or former employees of DRC, or current or former contractors of DRC in violation of confidentiality obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
- With the utilization of confidential and/or internal DRC information not made available to the public or to the other Bidders,
- In breach of an obligation of confidentiality to DRC, or contrary to these terms and conditions for submission of a Bid, shall be excluded from further consideration

Without limiting the operation of the above clause, a Bidder shall not, in the absence of prior written approval from DRC, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or

the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this ITB was an official, agent, functionary, or employee of, or otherwise engaged by, DRC and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this ITB relates.

XIII. CORRUPT PRACTICES

DRC has zero tolerance for corruption.

The Bidder represents and warrants that neither it nor any of its potential subcontractors are engaged in any form of corruption, defined by DRC as the misuse of entrusted power for private gain.

This definition is not limited to interactions with public officials and covers both attempted and actual corruption, as well as monetary and non-monetary corruption. The definition includes, but is not limited to, corruption in the form of: facilitation payments, bribery, gifts constituting an undue influence, kickbacks, favouritism, cronyism, nepotism, extortion, embezzlement, misuse of confidential information, theft, and various forms of fraud, such as forgery or falsification of documents, and financial or procurement fraud. No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – directly or indirectly – as an inducement or reward in relation to activities funded by DRC, including tendering, award or execution of contracts. DRC reserves the right, without prejudice to any other right or remedy available to it, according to any violation of this clause to immediately reject the submitted offer, and to take such additional action, civil and/or criminal, as may be appropriate.

The Bidder agrees to accurately communicate DRC's policy with regards to Anti- Corruption to Third Parties. The Bidder furthermore agrees to inform DRC immediately of any suspicion or information it receives from any source alleging a violation of this policy to the contact details of the specific DRC country operations via www.drc.dk/where-we-work, or via DRC's Code of Conduct Reporting Mechanism: www.drc.dk/relief-work/concerns-complaints/code-of-conduct-reporting-mechanism. Reports of suspected corruption can also be reported directly to DRC HQ at c.o.conduct@drc.dk.

XIV. CONFLICT OF INTEREST

A Bidder shall not, and shall ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of DRC and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any DRC contract a conflict of interest arises, or appears likely to arise, the Bidder shall notify DRC immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of DRC, or cases in which any DRC official, employee or person under contract with DRC may have, or appear to have, an interest of any kind in the Bidder's business or any kind of economic ties with the Bidder. The Bidder shall take steps as DRC may reasonably require, to resolve or otherwise deal with the conflict to the satisfaction of DRC.

XV. WITHDRAWAL/MODIFICATION OF BIDS

Requests to withdraw a Bid after the Bid closure time shall not be honored.

Withdrawal of a Bid may result in your suspension or removal from the DRC bidders List.

A Bidder may modify its Bid prior to the ITB closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the ITB closure.

XVI. LATE BIDS

All Bids received after the ITB closure will be rejected.

XVII. OPENING OF THE ITB

The Tender Opening will take place at the time and location stated above.

Any attempt by a Bidder to influence the Evaluation Committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence DRC in its decision concerning the award of the contract will result in the immediate rejection of the tender.

XVIII. CONDITIONS OF CONTRACT

All Bidders shall acknowledge that the DRC General Conditions of Contract for the Procurement of Goods, or Services, or the Special Conditions of Contract, as applicable, are acceptable.

XIX. CANCELLATION OF THE ITB

In the event of an ITB cancellation, Bidders will be notified by DRC. If the ITB is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders

The ITB may be cancelled in the following situations:

- where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered.
- exceptional circumstances or force majeure render normal performance of the project impossible.
- all technically compliant Bids exceed the financial resources available; or
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

DRC shall not be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an ITB, even if DRC has been advised of the possibility of damages. The publication of a procurement notice does not commit DRC to implement the programme or project announced.

XX. QUERIES ABOUT THIS ITB

For queries on this ITB, please contact the DRC Supply Chain Department, bgd.procurement@drc.ngo.

All questions regarding this ITB shall be submitted in writing to the above. On the subject line, please indicate the ITB number. **Bids shall not be sent to the above email.**

All questions during the tender period, as well as the associated answers, will be shared with all bidders invited, or published for open tenders.

XXI. ITB DOCUMENTS

This ITB document contains the following:

1. This covering Letter
2. Annex A.1: DRC Bid Form (Technical bid)
3. Annex A.2: DRC Bid Form (Financial bid)

4. Annex B: Tender and Contract Award Acknowledgment Certificate
5. Annex C: DRC General Conditions of Contract
6. Annex D: Supplier Codes of Conduct
7. Annex E: Supplier Profile and Registration
8. Annex F: Technical Specification
9. Annex G: DRC Purchase Agreement -Supply of Services (sample only)
10. Annex H: ITB Submission Checklist

Under DRC's Anticorruption Policy Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. DRC will reject a Bid if it determines that the Bidder recommended for award, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

Yours sincerely,
DRC Supply Chain Unit

Tender and Contract Award Acknowledge Certificate

This attachment shall be signed and submitted with the Bid

1. In compliance with the ITB Instructions and General Conditions of Contract for the Procurement of Goods, we the undersigned, offer to furnish some or all of the items quoted for, at the prices entered in the attached DRC Bid Form No: **ITB-BGD-CXB-2026-009 for Construction Materials** delivered to the destination specified therein.
2. We accept the terms and conditions set forth in the ITB Letter) and the following requirements have been noted and will be complied with where applicable:
 - a. That unless otherwise stated, the Bids per each line item shall be on a **DDP** (Incoterms 2020) basis.
 - b. We confirm that for any offer made where the delivery destination is not as requested in the ITB, that DRC reserves the right to disregard the offer.
 - c. That conditional Bid's cannot be accepted.
 - d. That the currency of the Bid should be in **BDT**.
 - e. DRC reserves the right, at its own discretion:
 - i. To award a contract for a lesser or greater quantity than the total quantity Bid for.
 - ii. To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder.
 - f. Successful Bidders who are awarded contracts will be notified by the receipt of the original Purchase Order/Contract and acknowledgement copy. In case of urgency successful Bidders(s) may also be notified by email.
 - g. Any samples requested, either with the Bid, or at a later date, will be in accordance with the specifications of the required item(s). Failure to comply with this may result in the Bid not being considered
 - h. We confirm that the validity of this offer is for calendar days from the date of the ITB closure

- i. We agree to the terms and conditions set forth in the DRC General Conditions of Contract for the Procurement of Goods Annex C
 - j. We certify that the below mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any Contracts.
 - k. We agree to abide by the DRC Code of Conduct as attached as **Annex D**
3. We note that DRC is not bound to proceed with this ITB and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

We agree to the above terms and conditions.

Submitted by:

Company Name

Place

Date

Title/Position

Print Name

Signature

A duly authorized company representative
Company Stamp