**Government of the People’s Republic of Bangladesh**

**Office of the Executive Engineer**

**PWD E/M Division-01, Chittagong.**

**INVITATION FOR TENDER NO.03(2016-2017)**

**Sealed Tenders are hereby invited as per "PPR-2008" under mentioned works as per terms and conditions stated below**

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| 1. | | | Project Name |  | | | | | | |
| 2. | | | **Source of funds** | GOB. | | | | | | |
| 3. | | | **Invitation Ref No. & Date** | **35 Date:- 20-07-2016** | | | | | | |
| 4. | | | **Tendering Method** | **Open Tendering Method (OTM)** | | | | | | |
| 5. | | | **Eligibility of Tenderers**  **This invitation for Tender is open to all eligibility of Tenderers are as mentioned below :-**  **a)The Tenderers must submit Original Money Receipt of purchase of Tender Schedule.**  **b)The Tenderers must have upto date income Tax clearance Certificate, VAT Registration Certificate, Trade license from competent authority.**  **c)The Tenderers must have upto date ABC contractor & supervisory License from Licensing Board.**  **d)The Tenderers must have Experience Certificate for successful completion of similar nature of Work with minimum amount of Tk.40.00 lac within last Five years in a single Tender from the concerned Executive Engineer of PWD. Incase of the work done under any Government / Semi- Government/Autonomous Bodies other than PWD the certifying authority shall be an officer not below the rank of the Executive Engineer and the same duly verified by the concerned Executive Engineer of PWD of that locality / District under whose jurisdiction the work has been done.**  **e) The minimum amount of free fund ( Liquid Assets/Cash flow) or Credit facilities net balance of others contractual (commitments of the successful Tenderer) shall be Tk 25.00 lac should be attached with tenders Bank Statement will be submitted with the tender not before the date 20-07-2016**  **f) The required average annual Construction Turnover shall be minimum Tk 55.00 lac over the last Five years. preceding the date of submission necessary supporting documents from the concerned authority (work certificate) shall be submitted with the Tender.**  **Attested copies of documents mentioned in above Sl. No. b, c, d, e & f must be submitted along with the Tender. Other required eligibilities and conditions of the Tenderer are shown in Tender Data sheet of Tender document.** | | | | | | | | |
| **6.** | **Name and address of the Office(s) Selling Tender Document** | | | **Office of the Divisional Commissioner, Chittagong ,**  **Office of the Police Commissioner, CMP Chittagong.**  **Office of the Executive Engineer PWD Division-1, & 2,Chittagong.**  **(Office of the Executive Engineer PWD E/M Division-1, Dhaka**  **Office of the Executive Engineer, PWD E/M Division-1 & 2, Chittagong** | | | | | |
| **7.** | **Name and address of Receiving Tenders** | | | **Office of the Divisional Commissioner, Chittagong Division.**  **Office of the Police Commissioner, CMP Chittagong.**  **Office of the Superintending Engineer, PWD E/M Circle, Chittagong**  **Office of the Executive Engineer, PWD E/M Division-1, Chittagong** | | | | | |
| **8** | **Name and address of Opening Tenders** | | | **Office of the Executive Engineer, PWD E/M Division-1, Chittagong** | | | | | |
| **9.** | **Last date & Time of Selling Tenders Document** | | | | **Up to 16-08-2016 during office hour.** | | | | |
| **10.** | **Last date & Time for Submission of Tenders Document** | | | | **17-08-2016 at 12.00 noon.** | | | | |
| **11.** | **Date & Time of Opening Tenders** | | | | **17-08-2016 at 3.00 P.M.** | | | | |
| **12.** | **Price of Tender Document** | | | | **Tk. 1,000/ (One Thousand) only (Non-refundable).** | | | | |
| **13.** | **Brief Description of Works** | | | | **Supply & installation of Fire Hidrnt system.** | | | | |
| 14 | | | **Name of works** | | | | **Location** | **Tender Security**  **Amount (Tk.)** | **Time for Completion of works** |
|  | | | **Construction of Chief Judicial Magistrate Court Building of 64 District Head Quarter in Bangladesh.1st Phase (One in Chittagong) (Dc-LvZt- dvqvi nvB‡Wª›U mieivn I ¯’vcb Kib KvR|)** | | | | **Chittagong** | **Tk. 1,37,500/- only.** | **6 (six) Month** |

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| 16. | **The Contractors/Firms those who have been penalized for any reasons what-so-ever in PWD since last 3(three) years will be debarred from contesting in this bid.** |
| 17. | **During execution of the work the quantities of items of work may vary and even some items or all the items of work may not be executed for which no clam is acceptable.** |
| 18. | **Notice inviting Tenders schedule of items additional terms and conditions etc. duly signed by the Tenderer on every page will form a part of the Tender and will be binding upon the Tenderer.** |
| 19. | **The total amount/value of the work to be quoted in figures and words in the Tender submission sheet (Form-W-2).** |
| 20. | **If there by any/ disagreement between the figures and words representing the quoted rates, the rates in words shall govern.** |
| 21. | **If the Tenderers fail to enter a price against an item in the Bill of Quantities the amount shall be deemed to be included else where in his rates.** |
| 22. | **The successful Tenderer shall have to deposit Tk.10% of the contract value as performance Security (excluding Tender security) in the form of Bank Draft, pay order of irrevocable Bank guarantee of any schedule bank of Bangladesh in favour of Executive Engineer, PWD E/M Division No-1, Ctg. before issue of work order. If the Successful Tenderer fails to comply it within the stipulated time, then the Tender will be rejected and Tendered security will be forfeited.** |
| 23. | **Rules Regulations, orders so far as they are inconsistent with the public procurement Rules 2008 stand repealed.** |
| 24. | **The Tenderer shall write his/their full name and address of correspondence/permanent address in the page of Tender document meant for this purpose & note down his/their class of enlistment, VAT regtistration and TIN No etc.** |
| 25. | **The basis of Calculations will be the item wise rates quoted by the Tenderer but not on the total amount.** |
| 26. | **AvB‡Ug wfwËK `i I UvKvi cwigvY D×„wZi †¶‡Î `icÎ`vZv‡K `kwgK Gi ci `yB Digit ch©šÍ `i we‡ePbvq Avbqb Kiv nB‡e Bnvi e¨Zvq NU‡j `icÎ evwZj ewjqv MY¨ nB‡e|** |
| 27. | **The Contractor will be bound to pay VAT & income Tax for the work entrusted to him/them at the rate fixed by the Govt. which will be deducted from his/ their bills irrespective of final bills /R.A bills whatever the case may be.** |
| 28. | **If any of the clause/clauses inserted in this Tender notice due to over sight is mistyped, misspelled, grammatically mistaken as a result of which it appears to be contradicted with prevailing set rules, regulations, terms & conditions, executive orders of the competent authority issued time to time in that case such clause/clauses of this NIT will be assumed corected be read and explained as that put in the prevailing set rules, regulations, terms and condition and code of practice .The decision of the E/ch. in such case will be treated final.**  **The Tenderer therefore will not have any plea nor they will have any scope of claim what so ever in this respect.** |
| 29. | **Awbevh© KviY ekZt `icÎ MÖn‡Yi w`‡b †Kvb miKvix QywU †NvwlZ nB‡j ev e¨vswKs Kvh©µg eÜ \_vwK‡j `icÎ cieZx© Kvh©w`e‡m M„nxZ nB‡e| Z`ªæc `icÎ †Lvjvi Zvwi‡LI hw` †Kvb miKvix QywU †NvwlZ nq ZvnvI cieZx© Kvh©w`e‡m †Lvjv nB‡e| †mB †¶‡Î `icÎ MÖnY I †Lvjvi mgq AcwiewZ©Z \_vwKe|** |
| 30. | **The Tenderer shall enclose the original in one (1) envelope and all the copies of the Tender in another envelope duly marking the envelopes as “ORIGINAL” and “COPY” These two (2) envelopes shall then be enclosed in one (1) single outer envelop.** |
| 31. | **If all envelopes are not sealed and marked as required by ITT sub-clause 28.2 the Employer will assume no responsibility for the misplacement or premature opening of the Tender.** |

**Memo No. 5-3/1770/25 Date:05-06-2016**

**Copy submitted for favour of kind information and wide circulation to: (Not According to Seniority)**

**1. The Chief Engineer, P.W.D. Bangladesh, Purta Bhaban, Segunbagicha, Dhaka for favour of kind information.**

**2. The Addl. Chief Engineer, P.W.D. Ctg. Zone, C.G.O. Bldg. No.1., Agrabad, Chittagong for favour of kind information and wide Circulation.**

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| **03.** The Divisional Commissioner, Chittagong, for kind information & necessary action. Enclose:-1(One) Set Notice & 01(One) set schedule for sale. (for Group-1) (If necessary photo copy of the Schedule may be sold). 28-06-2016Bs ZvwiL `ycyyi 12.00 NwUKvi g‡a¨ Zuvnvi `ß‡i `icÎ cvIqv †M‡j D³ `icÎ mg~n bv Ly‡j wmjMvjvK…Z Ae¯’vq AÎ `ß‡ii cÖwZwbwai wbKU n¯ÍvšÍi Kivi Rb¨ Aby‡iva Kiv nBj Ges D³ Kv‡Ri †Kvb `icÎ cvIqv bv †Mj wbj I‡cwbs †g‡gv AÎ `ß‡ii cÖwZwbwai wbKU mieivn Kivi Rb¨ we‡klfv‡e Aby‡iva Kiv nBj| |

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| **04** The Police Commissioner ,CMP, Chittagong, for kind information and necessary action.  Enclose:-1(One) Set Notice & 01(One) set schedule for group-1). 28-06-2016Bs ZvwiL `ycyyi 12.00 NwUKvi g‡a¨ Zuvnvi `ß‡i `icÎ cvIqv †M‡j D³ `icÎ mg~n bv Ly‡j wmjMvjvK…Z Ae¯’vq AÎ `ß‡ii cÖwZwbwai wbKU n¯ÍvšÍi Kivi Rb¨ Aby‡iva Kiv nBj Ges D³ Kv‡Ri †Kvb `icÎ cvIqv bv †Mj wbj I‡cwbs †g‡gv AÎ `ß‡ii cÖwZwbwai wbKU mieivn Kivi Rb¨ we‡klfv‡e Aby‡iva Kiv nBj| |

**05. The Additional Chief Engineer, P&SP/ PWD E/M, Dhaka for favour of his kind information and circulation.**

**06. The Superintending Engineer (P. P. C), PWD Dhaka for favour of his kind information.**

**Enclosed: Tender document 1 (One) set.**

**07. The Superintending Engineer, Chittagong P.W.D. Circle-1, Chittagong, for favour of his kind information.**

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**08. The Superintending Engineer E/M Circle, Agrabad, Chittagong, for favour of his kind information.**

**Enclosed: - Tender Document 1(One) set** 28-06-2016Bs ZvwiL `ycyyi 12.00 NwUKvi g‡a¨ Zuvnvi `ß‡i `icÎ cvIqv †M‡j D³ `icÎ mg~n bv Ly‡j wmjMvjvK…Z Ae¯’vq AÎ `ß‡ii cÖwZwbwai wbKU n¯ÍvšÍi Kivi Rb¨ Aby‡iva Kiv nBj Ges D³ Kv‡Ri †Kvb `icÎ cvIqv bv †Mj wbj I‡cwbs †g‡gv AÎ `ß‡ii cÖwZwbwai wbKU mieivn Kivi Rb¨ we‡klfv‡e Aby‡iva Kiv nBj|

**09. The Executive Engineer, PWD E/M P&D Division Agrabad, Chittagong for fovour of his kind Information.**

**Enclosed: Tender document 1 (One) set.**

**10. The Executive Engineer, Chittagong PWD Division-I/II Chittagong,**

**Enclosed: Tender Document 01 (One) sets for sale. (For Gr-1)**

**11. The Executive Engineer, PWD E/M Division-II, Chittagong, ,**

**Enclosed: Tender Document 02 (Two) sets for sale. (Gr-1 & 2)**

**12. The Executive Engineer, PWD E/M Division-I, Dhaka**

**Enclosed: Tender Document 01 (TOne) sets for sale. (Gr-1)**

**13. The Sub-Divisional Engineer, Chittagong P.W.D E/M. Sub-Division- 1/Workshop, Chittagong.**

**Enclosed: - Tender Notice 1(One) copy for put up in his office Notice Board.**

**14. Copy to Divisional Accountant of this Division with 1(one) copy of Notice for information.**

**15. Head Assistant of this Division with 1(one) copy of Notice for put up in the office Notice Board.**

**16. Cashier of this Division with 4(Four) copies of Tender Document for sale.**

# Section 1. Instructions to Tenderers

## A. General

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| 1. Scope of Tender | | 1. The Procuring Entity, as indicated in the Tender Data Sheet **(TDS)** issues this Tender Document for the procurement of Works and physical services incidental thereto as specified in the **TDS** and as detailed in **Section 6: Bill of Quantities**. The name of the Tender and the number and identification of its constituent lot(s) are stated in the **TDS.** 2. The successful Tenderer shall be required to execute the Works and physical services as specified in the General Conditions of Contract. | |
| 1. Interpretation | | 1. Throughout this Tender Document:    1. the term “in writing” means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail;    2. if the context so requires, singular means plural and vice versa;    3. “day” means calendar days unless otherwise specified as working days;    4. “Person” means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society that wishes to participate in Procurement proceedings;    5. “Tenderer” means a Person who submits a Tender;    6. “Tender Document” means the Document provided by a Procuring Entity to a Tenderer as a basis for preparation of the Tender; and    7. “Tender” depending on the context, means a Tender submitted by a Tenderer for execution of Works and physical services to a Procuring Entity in response to an Invitation for Tender. | |
| 1. Corrupt, Fraudulent, Collusive or Coercive Practices | | 1. The Government requires that the Procuring Entity as well as the Tenderers or shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-    1. strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 (Act 24 of 2006);    2. abiding by the code of ethics as mentioned in the Rule127 of the Public Procurement Rules, 2008;    3. that neither it’s any officer nor any staff or any other agents or intermediaries working on its behalf engages in any practice as detailed in the Rule 127. | |
| 1. If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against any Tenderer or Contractor in competing for, or in executing, a contract under public fund, the Procuring Entity shall **-** 2. exclude the concerned Tenderer from further participation in the particular Procurement proceeding; or 3. reject any recommendation for award that had been proposed for that concerned Tenderer;or 4. declare, at its discretion, the concerned Tenderer to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time. | |
| 1. Eligible Tenderers | | 1. This Invitation for Tenders is open to all potential Tenderers. | |
| 1. Tenderers shall have the legal capacity to enter into the Contract under the Applicable Law. | |
| 1. Tenderers shall be enrolled in the relevant professional or trade organisations registered in Bangladesh. | |
| 1. Tenderers may be a physical or juridical individual or body of individuals, or company invited to take part in public procurement or seeking to be so invited or submitting a Tender in response to an Invitation for Tenders. | |
| 1. Tenderers shall have fulfilled its obligations to pay taxes under the provisions of laws and regulations of Bangladesh. | |
| 1. Tenderers and all parties constituting the Tenderer shall not have a conflict of interest. | |
| 1. Tenderer in its own name or its other names or also in the case of its Persons in different names, shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices as stated under ITT Clause 3.2. | |
| 1. Tenderers are not restrained or barred from participating in Public Procurement on grounds of poor performance in the past under any Contract. | |
| 1. Tenderers shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing. | |
| 1. Government-owned enterprise in Bangladesh may also participate in the Tender if it is legally and financially autonomous, it operates under commercial law, and it is not a dependent agency of the Procuring Entity. | |
| 1. Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity will reasonably request. | |
| B. Tender Document | | | |
| 1. The Sections comprising the Tender Document are listed below, and should be read in conjunction with any Addendum issued under ITT Clause 11.    * Section 1 Instructions to Tenderers (ITT)    * Section 2 Tender Data Sheet (**TDS**)    * Section 3 General Conditions of Contract (GCC)    * Section 4 Particular Conditions of Contract (**PCC**)    * Section 5 Tender and Contract Forms    * Section 6 Bill of Quantities (BOQ)    * Section 7 General Specifications    * Section 8 Particular Specifications    * Section 9 Drawings. | | | |
| 1. A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity’s address and, within time as specified in the **TDS.** | | | |
| 1. At any time prior to the deadline for submission of Tenders, the Procuring Entity on its own initiative or in response to a clarification request in writing from a Tenderer, may revise the Tender Document by issuing an Addendum. | | | |
| 1. The Addendum issued under ITT Sub Clause 7.1 shall become an integral part of the Tender Document and shall have a date and an issue number and must be circulated by fax, mail or e-mail, to Tenderers who have purchased the Tender Documents, within five (5) working days of issuance of such Addendum, to enable Tenderers to take appropriate action. | | |
| 1. If an Addendum is issued when time remaining is less than **one-third** of the time allowed for the preparation of Tenders, the Procuring Entity at its discretion shall extend the deadline by an appropriate number of days for the submission of Tenders, depending upon the nature of the Procurement requirement and the addendum. In any case, the minimum time for such extension shall not be less than three (3) working days. | | |
| C. Qualification Criteria | | |
| 1. Tenderers shall possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, specific experience, reputation, and the personnel, to perform the contract, which entails setting pass/fail criteria, which if not met by the Tenderers, will result in consideration of its Tender as non-responsive. | | |
| 1. In addition to meeting the eligibility criteria, as stated under ITT Clause 4, Tenderers must satisfy the other criteria stated in ITT Clauses 9 to 12 inclusive . | | |
| 1. To qualify for multiple number of contracts/lots in a package made up of this and other individual contracts/lots for which Tenders are invited in the Invitation for Tenders, the Tenderers shall demonstrate having resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. The requirement of general experience as stated under ITT Sub Clause 9.1(a), and specific experience unless otherwise of different nature, as stated under ITT Sub Clause 9.1(b) shall not be separately applicable for each individual lot | | |
| * 1. Tenderers shall have the following minimum level of construction experience to qualify for the performance of the Works under the Contract:      1. a minimum number of years of general experience in the construction of works as specified in the **TDS**; and      2. specific experience in construction works of a nature, complexity and methods/construction technology similar to the proposed Works, in at least a number of contract(s) and, each with a minimum value over the period, as specified in the **TDS**. | | |
| * + - 1. Tenderer shall have the following minimum level of financial capacity to qualify for the performance of the Works under the Contract.   1. the average annual construction turnover as specified in the **TDS** during the period specified in the **TDS;**   2. availability of minimum liquid assets i.e. working capital or credit line(s) from any scheduled Bank of Bangladesh, net of other contractual commitments, of the amount as specified in the **TDS.** | | |
| * + 1. Tenderers shall have the minimum level of personnel capacity to qualify for the performance of the Works under the Contract consisting of key personnel with qualifications and experience as specified in the **TDS.** | | |
| * + - 1. Tenderness’ shall own suitable equipment and other physical facilities or have proven access through contractual arrangement to hire or lease such equipment or facilities for the desired period, where necessary or have assured access through lease, hire, or other such method, of the essential equipment, in full working order, as specified in the **TDS.** | | |
| 1. No Joint Venture (JV) shall be permissible under this Invitation for Tenders. Tenders submitted in the form of JV shall be considered non-responsive. | | |
| The successful Tenderer shall under no circumstances assign the Works or any part of it to the Subcontractor(s). | | |
| D. Tender Preparation | | |
| 15.1 Tenderers shall submit only one (1) Tender for each lot. Tenderer who submits or participates in more than one (1) Tender in one (1) lot of a package or in one (1) package with one (1) lot will cause all the Tenders of that particular Tenderer to be rejected. | | |
| 1. Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process. | | |
| 1. The Procuring Entity shall make Tender Documents available immediately to the potential Tenderers, requesting and willing to purchase at the corresponding price by the date the advertisement has been published in the newspaper. | | |
| 1. Tenders shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or *Bangla.* | | |
| 1. The Tender prepared by the Tenderer shall comprise the following:    1. Tender Submission Letter (**Form PW2a-1**) as stated under ITT Sub Clause 20.1;    2. Tenderer Information (**Form PW2a-2**) as furnished in Section 5: Tender Forms;    3. the priced Bill of Quantities for each lot as stated under ITT Sub Clause 20,21 and 22**;**    4. the Tender Security as stated under ITT Clauses 26,27 and 28**;**    5. the written confirmation authorizing the signatory of the Tender to commit the Tenderer, as stated under ITT Sub Clause 31.2;    6. the Valid Trade License;    7. documentary evidence of Tax Identification Number (TIN) and VAT as a proof of fulfilment of taxation obligations as stated under ITT Sub Clause 4.5;    8. documentary evidence as stated under ITT Clause 23 establishing the Tenderer’s eligibility and minimum qualifications required to be met for due performance of the Works and physical services under the Contract;    9. document establishing legal and financial autonomy and compliance with commercial law, as stated under ITT Sub Clause 4.10 in case of government owned entity; and    10. any other document as specified in the **TDS**. | | |
| 1. Tenderers shall submit the Tender Submission Letter (**Form PW2a-1**), which shall be completed without any alterations to its format, filling in all blank spaces with the information requested, failing which the Tender may be rejected as being incomplete. | | |
| 1. Tenderers shall submit the priced BOQ using the form(s) furnished in **Section 6: Bill of Quantities.** | | |
| 1. If in preparing its Tender, the Tenderer has made errors in the unit rate or the total price, and wishes to correct such errors prior to submission of its Tender, it may do so, but shall ensure that each correction is initialled by the authorised person of the Tenderer. | | |
| 1. Tenderers shall fill in unit rates or prices for all items of the Works both in figures and in words as described in the **BOQ**. The price to be quoted in the Tender Submission Letter shall be the total price of the Tender. | | |
| 1. The items quantified in the **BOQ** for which no unit rates or prices have been quoted by the Tenderer will not be paid for, by the Procuring Entity when executed and shall be deemed covered by the amounts of other rates or prices in the **BOQ** and, it shall not be a reason to change the Tender price. | | |
| 1. All applicable taxes, custom duties, VAT and other levies payable by the Contractor under the Contract shall be included in the unit prices and the total Tender price submitted by the Tenderer. | | |
| 1. The price of a Contract shall be fixed in which case the unit prices may not be modified in response to changes in economic or commercial conditions. | | |
| 1. Tenderers shall quote all prices in the Tender Submission Letter and in the BOQ in Bangladesh Taka (BDT) currency. | | |
| 1. Documents Establishing the Eligibility and Qualification of the Tenderer | 1. Tenderers shall complete and submit the documentary evidence, as applicable to satisfy the following:    1. complete the eligibility declarations in the Tender Submission Letter (**Form PW 2a-1**);    2. complete the Tenderer Information (**Form PW2a-2**);    3. general experience in construction works as stated under ITT Sub Clause 9.1(a), substantiated by the year of registration/constitution/licensing in its country of origin;    4. specific experience in construction works under public sector of similar nature and size as stated ITT Sub Clause 9.1(b), substantiated by Completion Certificate (s) issued by the relevant Procuring Entity(s);    5. average annual **construction** turnover i.e total certified payments received for contracts in progress or completed under public sector for a period as stated under ITT Sub Clause 10**.**1(a), substantiated by State**m**ent(s) of Receipts, from any scheduled Bank of Bangladesh, issued not earlier than twenty eight (28) days prior to the day of the original deadline for submission of Tenders;    6. adequacy of minimum liquid assets i.e working capital substantiated by Audit Reports mentioned in (j) below or credit line(s), substantiated by any scheduled Bank of Bangladesh in the format as specified (**Form PW2a-3**),without alteration, issued not earlier than twenty eight (28) days prior to the day of the original deadline for submission of Tenders for this Contract as stated under ITT Sub Clause 10**.**1(b);    7. key personnel along with their qualification and experience proposed for the Contract as stated under ITT Clause 11.1;;    8. major items of construction equipment proposed to carry out the Contract as stated under ITT Clause 12.1, substantiated by statement(s) in its letter-head pad declaring source of its availability;    9. authority (s) to seek references from the Tenderer’s Bankers or any other sources in its letter-head pad;    10. reports on the financial standing of the Tenderer, such as profit and loss statements and audited balance sheet for the past years as specified in the **TDS**, substantiated by Audit Reports. |
| 1. Validity Period of Tender | 1. Tenders shall remain valid for the period specified in the **TDS** after the date of Tender submission deadline prescribed by the Procuring Entity. A Tender valid for a period shorter than that specified shall be considered as non-responsive. |
| 1. Extension of Tender Validity and Tender Security | 1. In exceptional circumstances, prior to the expiration of the Tender Validity period, the Procuring Entity may solicit all the Tenderers’ consent to an extension of the period of validity of their Tenders; provided that those Tenderers have passed the preliminary examination as stated under ITT Sub Clause 41.2. |
| 1. The request and the responses shall be made in writing. Validity of the Tender Security provided under ITT Clause 27.2 shall also be suitably extended for twenty eight (28) days beyond the new date for the expiry of the Tender Validity. If a Tenderer does not respond or refuses the request it shall not forfeit its Tender Security, but its Tender shall no longer be considered in the evaluation proceedings. A Tenderer agreeing to the request will not be required or permitted to modify its Tender. |
| 1. Tender Security | 1. Tenderer shall furnish as part of its Tender, in favour of the Procuring Entity or as otherwise directed on account of the Tenderer, a Tender Security in original form (not copy) and in the amount, as specified in the **TDS.** |
| 1. In case of substitution of the Tender as stated under ITT Sub Clause 37.1 a new Tender Security shall be required in the substituted Tender. |
| 1. Form of Tender Security | 1. The Tender Security shall be at the Tenderer’s option, be either in the form of a Bank Draft or Pay Order. |
| 1. The Tender Security shall remain valid for at least twenty eight (28) days beyond the expiry date of the Tender Validity. |
| 1. Authenticity of Tender Security | 1. The authenticity of the Tender Security submitted by a Tenderer may be examined and verified by the Procuring Entity at its discretion in writing from the Bank issuing the security. |
| 1. If a Tender Security is found to be not authentic, the Procuring Entity may proceed to take measures against that Tenderer as stated under ITT Sub Clause 3.2. |
| 1. A Tender not accompanied by a valid Tender Security shall be considered as non-responsive. |
| 1. Return of Tender Security | 1. No Tender Security shall be returned to the Tenderers before contract signing. |
| 1. Unsuccessful Tenderer’s Tender Security will be discharged or released as soon as possible but within 28 days after the expiry of the Tender Validity period as stated under ITT Clause 24. |
|  | 1. The Tender Security of the successful Tenderer shall not be returned and in lieu, shall be subsumed under Retention Money during Contract implementation, if awarded the Contract. |
| 1. Forfeiture of Tender Security | 1. The Tender security may be forfeited if a Tenderer:    1. withdraws its Tender after opening of Tenders but within the validity of the Tender as stated under ITT Clause 24 and 25; or    2. refuses to accept a Notification of Award, as stated under ITT Sub Clause 53.3 ; or    3. refuses to sign the Contract, as stated under ITT Sub Clause 55.2.    4. does not accept the correction of the Tender price following the correction of arithmetic errors, as stated under ITT Clause 44. |
| 1. Format and Signing of Tender | 1. Tenderers shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 19 and clearly mark it “ORIGINAL.” In addition, the Tenderers shall prepare the number of copies of the Tender, as specified in the **TDS** and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the ORIGINAL shall prevail. |
| 1. The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by the Person duly authorized to sign on behalf of the Tenderer. This Tender specific authorization shall be attached to the Tender Submission Letter (**Form PW2a-1**). The name and position held by each Person(s) signing the authorization must be typed or printed below the signature. All pages of the original and of each copy of the Tender, except for un-amended printed literature, shall be numbered sequentially and signed by the person signing the Tender. |
|  | 1. Any interlineations, erasures, or overwriting will be valid only if they are signed or initialled by the Person signing the Tender. |
| E. Tender Submission | |
| 1. Sealing, & Marking of Tender | 1. Tenderers shall enclose the original in one (1) envelope and all the copies of the Tender, in another envelope, duly marking the envelopes as “ORIGINAL (O)” and “COPY”. These sealed envelopes will then be enclosed and sealed in one (1) single outer envelope with all the relevant particulars of the Tender on the envelopes. |
| 1. Deadline for Submission of Tender | 1. Tenders shall be delivered by hand or by mail, including courier services at the address(s) as specified in the **TDS** and not later than the date and time specified in the **TDS**. |
| 1. The Procuring Entity may, at its discretion, extend the deadline for submission of Tender as stated under ITT Sub Clause 33.1, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be subject to the new deadline as extended. |
| 1. If submission of Tenders is allowed in more than one location, the date and time, for submission of Tenders for both the primary and the secondary place(s), shall be the “**same and not different**” as specified in the **TDS.** |
| 1. The Procuring Entity shall ensure that the Tenders received at the secondary place(s) are hand-delivered at the primary place as stated under ITT Sub Clause 33.1, within THREE (3) HOURS after the deadline for submission of Tenders at the secondary place (s), in case of MULTIPLE DROPPING as stated under ITT Sub Clause 42.3, as specified in the **TDS**. |
| 1. Late Tender | 1. Any Tender received by the Procuring Entity after the deadline for submission of Tenders as stated under ITT Sub Clause 33.1 shall be declared LATE and returned unopened to the Tenderer. |
| 1. **Modification, Substitution or Withdrawal of Tender** | 1. Tenderers may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice duly signed by the authorized signatory and properly sealed, and shall include a copy of the authorization; provided that such written notice including the affidavit is received by the Procuring Entity prior to the deadline for submission of Tenders as stated under ITT Clause 33 |
| 1. Tender Modification | 1. Tenderers shall not be allowed to retrieve its original Tender, but shall be allowed to submit corresponding modification to its original Tender marked as “**MODIFICATION (M)”.** |
| 1. **Tender Substitution** | 1. Tenderers shall not be allowed to retrieve its original Tender, but shall be allowed to submit another Tender marked as **“SUBSTITUTION (S)”.** |
| 1. **Tender Withdrawal** | 1. Tenderers shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as **“WITHDRAWAL(W)”.** |
| F. Tender Opening & Evaluation | |
| 1. Tender Opening | 1. Tenders shall be opened immediately after the deadline for submission of Tenders at the primary place as specified in the **TDS** but not later than **ONE HOUR** after expiry of the submission deadline at the same primary place, unless otherwise stated under ITT Sub Clause 39.2. |
| 1. If submission of Tenders is allowed in more than one location as stated under ITT Sub Clause 33.3 and 33.4, Tenders shall be opened, immediately after receipt of Tenders from all the secondary place(s), at the primary place at the date and time as stated under ITT Sub Clause 39.1. |
| 1. Tenderers’ representatives shall be duly authorised by the Tenderer. Tenderers or their authorised representatives will be allowed to attend and witness the opening of Tenders, and will sign a register evidencing their attendance. |
| 1. The authenticity of withdrawal or substitution of, or modifications to original Tender, if any made by a Tenderer in specified manner, shall be examined and verified by the Tender Opening Committee (TOC) based on documents submitted as stated under ITT Sub Clause 35.1. |
| 1. Ensuring that only the correct (M), (S), and (O) envelopes are opened, details of each Tender will be dealt with as follows: 2. the Chairperson of the TOC will read aloud each Tender and record in the Tender Opening Sheet (TOS):    1. the name and address of the Tenderer;    2. state if it is a withdrawn, modified, substituted or original Tender;    3. the Tender price;    4. the presence or absence of any requisite Tender Security; and    5. such other details as the Procuring Entity, at its discretion, may consider appropriate. 3. all pages of the original version of the Tender, except for un-amended printed literature, will be initialled by members of the TOC. |
|  | 1. Upon completion of Tender opening, all members of the TOC and the Tenderers or Tenderer’s duly authorised representatives attending the Tender opening shall sign by name, address, designation, the TOS, copies of which shall be issued to the Head of the Procuring Entity or an officer authorised by him or her and also to the members of the TOC and any authorised Consultants and, to the Tenderers immediately. |
| 1. No Tender will be rejected at the Tender opening stage except the LATE Tenders as stated in the ITT Clause 34. |
| 1. Evaluation Process | 1. Tender Evaluation Committee (TEC) may consider a Tender as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the Tender Document. The evaluation process should begin immediately after Tender opening following four steps: 2. Preliminary Examination; 3. Technical Examinations and Responsiveness; 4. Financial evaluation and price comparison; 5. Post-qualification of the Tender. |
| 1. Preliminary Examination | 1. TEC shall examine the Tenders to confirm that all documentation requested in ITT Clause 19 has been provided, to determine the completeness of each document submitted. |
| 1. TEC shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the Tender shall be rejected. 2. Tender Submission Letter; 3. Priced Bill of Quantities; 4. Written confirmation of authorization to commit the Tenderer; and 5. Valid Tender Security. |
| 1. Technical Examination & Responsiveness | 1. If a Tender is not responsive to the mandatory requirements set out in the Tender Document, shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission. |
| 1. There shall be no requirement as to the minimum number of responsive Tenders. |
| 1. There shall be no automatic exclusion of Tenders which are above or below the official estimate. |
| 1. TEC shall examine the adequacy and authenticity of the documentary evidence as stated under ITT Clause 23. |
| 1. TEC shall further examine the terms and conditions specified in Section 7: General Specifications and Section 8: Particular Specifications. |
| 1. If after the examination, TEC determines that the Tender has complied the terms and conditions and the technical aspects, set out in ITT Sub Clause42.4 & 42.5**,** it shall be considered responsive. |
| 1. Clarification on Tender | 1. TEC may ask Tenderers for clarifications of their Tenders, including breakdowns of unit rates, in order to assist the examination and evaluation of the Tenders. |
| 1. Any request for clarifications by the TEC shall not be directed towards making an apparently non-responsive Tender responsive and reciprocally the response from the concerned Tenderer shall not be articulated towards any addition, alteration or modification to its Tender. |
| 1. If a Tenderer does not provide clarifications of its Tender by the date and time, its Tender shall not be considered in the evaluation. |
| 1. **Correction of Arithmetical Errors** | 1. Provided that the Tender is responsive, the TEC shall correct arithmetical errors on the following basis:    1. if there is a discrepancy between the unit price and the line item total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the line item total price shall be corrected, unless in the opinion of the TEC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted will govern and the unit price will be corrected; and    2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and    3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. 2. TEC shall correct the arithmetic errors and shall promptly notify the concerned Tenderer(s) If the Tenderer that does not accept the correction of arithmetic errors, its Tender shall be considered non-responsive. |
| 1. Financial Evaluation | 1. TEC shall evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the requirements set out in the Tender Document. |
| 1. To evaluate a Tender, the TEC shall consider the Tender price after adjustments for correction of arithmetical errors, as stated under ITT Sub Clause 44.1. |
| 1. Variations, deviations and other factors which are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Procuring Entity will not be taken into account in the Tender evaluation. |
| 1. To determine the lowest-evaluated lot(s), the TEC will take into account:    1. the lowest-evaluated Tender for each lot;    2. the resources sufficient to meet the qualifying criteria for the individual lot or aggregate of the qualifying criteria for the multiple lots. |
| 1. Price Comparison | * + 1. TEC will compare all responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause45. |
| * + 1. In the extremely unlikely event that there is a tie for the lowest evaluated price, the Tenderer with the superior past performance of works with the Procuring Entity and, if necessary with the other Procuring Entities, shall be selected, whereby factors such as quality of Works executed, complaints history and performance indicators could be taken into consideration. |
| * + 1. The successful Tenderer as stated under ITT Sub Clauses 46.1 shall not be selected through lottery under any circumstances. |
| 1. Negotiations | 1. No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer. |
| 1. Post-qualification | 1. The determination on Post-Qualification shall be based upon an examination of the documentary evidence of the Tenderer’s eligibility and qualifications submitted by the Tenderer, pursuant to ITT Clause 23, clarifications in accordance with ITT Clause 43 and the qualification criteria indicated in ITT Clause 8, 9,10,11 and 12. Factors not included therein shall not be used in the evaluation of the Tenderer’s qualification. |
| 1. In the event that the Tenderer with lowest evaluated Tender price fails the Post-qualification, the TEC shall make a similar determination for the Tenderer with the next lowest evaluated Tender price and so on from the remaining responsive Tenders, if the evaluated cost of the Tender is acceptable to the TEC. |
| 1. Procuring Entity’s Right to Accept any or to Reject Any or All Tenders | 1. The Procuring Entity reserves the right to accept any Tender or to reject any or all theTenders any time prior to contract award and, to annul the Procurement proceedings with prior approval of the Head of the Procuring Entity, any time prior to the deadline for submission of Tenders following specified procedures, without thereby incurring any liability to Tenderers, or any obligations to inform the Tenderers of the grounds for the Procuring Entity’s action. |
| 1. Rejection of All Tenders | * 1. The Procuring Entity may, in the circumstances as stated under ITT Sub Clause 50.2 reject all Tenders following recommendations from the TEC only after the approval of such recommendations by the Head of the Procuring Entity. |
| * 1. All Tenders can be rejected, if -  1. the price of the lowest evaluated Tender significantly exceeds the official estimated cost, provided the estimate is realistic; or 2. there is evidence of lack of effective competition; such as non-participation by a number of potential Tenderers; or 3. all Tenders are non-responsive; or 4. evidence of professional misconduct, affecting seriously the Procurement process, is established pursuant to Rule 127 of the Public Procurement Rules, 2008. |
| 1. Informing Reasons for Rejection | 1. Notice of the rejection will be given promptly within seven (7) working days of decision taken by the Procuring Entity to all Tenderers and, the Procuring Entity will, upon receipt of a written request, communicate to any Tenderer the reason(s) for its rejection but is not required to justify those reason(s). |
| G. Contract Award | |
| 1. Award Criteria | 1. The Procuring Entity shall award the Contract to the Tenderer whose Tender is responsive to all the requirements of the Tender Document and that has been determined to be the lowest evaluated Tender, provided further that the Tenderer is determined to be Post-qualified in accordance with ITT Clouse 48. |
| 1. Notification of Award | 1. Prior to the expiry of the Tender Validity period and within one (1) week of receipt of the approval of the award by the Approving Authority, the Procuring Entity shall issue the Notification of Award (NOA) to the successful Tenderer. |
| 1. The NOA, attaching the contract as per the sample (**Form PW2a-3**) to be signed, shall state :    1. the acceptance of the Tender by the Procuring Entity;    2. the price at which the contract is awarded;    3. the date and time within which the Contract shall be signed. |
| 1. The NOA shall be accepted by the successful Tenderer within seven (7) working days from the date of its issuance. |
| 1. Until a formal contract is signed, the NOA will constitute a Contract, which shall become binding upon the signing of the Contract by both parties. |
| 1. Performance Security | 1. No Performance Security shall be required for the purpose of Contract signing and, in lieu, the Tender Security as stated under ITT Sub Clause 29.3, shall be subsumed under Retention Money as specified in the **TDS.**. |
| 1. Contract Signing | 1. Within twenty-eight (28) days of the issuance of the NOA, the successful Tenderer and the Procuring Entity shall sign the contract. |
| 1. Failure of the successful Tenderer to sign the Contract, as stated under ITT Sub Clause 55.1, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated responsive Tenderer, who is determined by the TEC to be qualified to perform the Contract satisfactorily. |
| 1. Publication of Notification of Award of Contract | 1. The NOA for contracts of BDT one crore and above shall be notified by the Procuring Entity to the Central Procurement Technical Unit (CPTU) within seven (7) days of its issuance for publication in their website and that notice shall be kept posted for not less than a month. |
| 1. The NOA for contracts below BDT one crore shall be published by the Procuring Entity on its Notice Board and where applicable, on website of the Procuring Entity and, that notice shall be kept posted for not less than a month. |
| 1. Debriefing of Tenderers | 1. Debriefing of Tenderers by the Procuring Entity shall outline the relative status and weakness only of his or her Tender requesting to be informed of the grounds for not accepting the Tender submitted by him or her, without disclosing information about any other Tenderer. |
| 1. Right to Complain | 1. Tenderer has the right to complain in accordance with the Public Procurement Act 2006 and the Public Procurement Rules, 2008. |

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| Section 2. Tender Data Sheet | | | |
| **ITT Clause** | | **Amendments of, and Supplements to, Clauses in the Instructions to Tenderers** | |
| A. General | | | |
| **ITT 1.1** | | The Procuring Entity is *:* The Executive Engineer, PWD E/M Division-1, Chittagong. | |
| The Name of the Tender is Kv‡Ri bvg **wmGgwc `vgcvov¯’ cywjk jvB‡Ýi Af¨šÍ‡i Aew¯’Z 250 †KwfG Bb‡Wvi UvBc ˆe`y¨wZK mve-‡ók‡bi mvwf©wms I wi-Avw\_©s Kib KvR| MÖæc-2**  Tender Ref: **5-3/1770 Date:05-06-2016** | |
| B. Tender Document | | | |
| **ITT 6.1** | | For **clarification of Tender Document purposes** only, the Procuring Entity’s address is:  Attention:  Address: Executive Engineer, PWD E/M Division-1, Chittagong.  Telephone: 723125  Fax No.: 723125 | |
| C. Qualification Criteria | | | |
| **ITT 9.1(a)** | The minimum number of years of general experience of the Tenderer in the construction works shall be 5(Five) years. | | |
| **ITT 9.1(b)** | The minimum specific experience in construction works of at least 1(one) Similar E/I work contract(s) of successfully completed within the last 5(Five) years, each with a value of at least Tk.1.00 Lac *(Gr.2)* | | |
| **ITT 10.1(a)** | The required average annual construction turnover shall be greater than Tk 2.00Lac (For Gr.2)*[insert amount]* over the last 5(Five) years. | | |
| **ITT 10.1(b)** | The minimum amount of liquid assets i.e. working capital or credit line(s) of the Tenderer shall be Tk 1.00 Lac. (for Gr.2) | | |
| **ITT 11.1** | The following key personnel shall have the qualifications and experience mentioned against each:   |  |  |  | | --- | --- | --- | | **No** | **Position** | **Total Works Experience (Years)** | |  |  |  | |  |  |  | | | |
| **ITT 12.1** | Tenderers shall own or have proven access to hire or lease of the major construction equipments, in full working order as follows :   |  |  |  | | --- | --- | --- | | **No** | **Equipment Type and Characteristics** | **Minimum Number Required** | |  |  |  | |  |  |  | | | |
| D. Tender Preparation | | | |
| **ITT 19.1(g)** | Tenderer shall submit with its Tender, the following additional documents:  a) Original Money receipt b) Valid ABC Licence. c) Photo copy of Trade Licence. | | |
| **ITT 24.1** | The Tender Validity period shall be **120 days**. | | |
| E. Tender Submission | | | |
| **ITT 33.1** | | | For **Tender submission purposes**, the Procuring Entity’s address is:  Attention: Executive Engineer,  Address: PWD E/M Division-1, Chittagong.  The deadline for submission of Tenders is :  Time & Date: 28/06/2016 at 12-00 A.M. |
| F. Tender Opening and Evaluation | | | |
| **ITT 39.1** | | | The Tender opening shall take place at  Address: Office of the Executive Engineer, PWD E/M Division-1, Chittagong.  Time & Date : 28/06/2016at 3.00 P.M. |
| **G. Contract Award** | | | |
| **ITT 54.1** | | | The Retention Money, in lieu of the Performance Security, shall be deducted @ ten (10) percent from the successful Tenderer’s payable invoices during Contract implementation, if awarded the Contract. |

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| Section 3. General Conditions Of Contract | | | |
| A. General | | | |
| 1. Definitions | * 1. In the Conditions of Contract, which include Particular Conditions and these General Conditions, the following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined terms: | | |
| 1. **Act** means The Public Procurement Act, 2006 (Act 24 of 2006). | | |
| 1. **Approving Authority** meansthe authority which, in accordance with the Delegation of Financial Powers, approves the award of contract. | | |
| 1. **Bill of Quantities** (BOQ) means the priced and completed Bill of Quantities forming part of the Contract defined in GCCClause22**.** | | |
| 1. **Compensation Events** are those defined in GCC Clause 67. | | |
| 1. **Completion Date** is the actual date of completion of the Works and physical services certified by the Project Manager, in accordance with GCC Clause 31 & 32. | | |
| 1. **Contract Agreement** means the Agreement entered into between the Procuring Entity and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein to execute, complete, and maintain the Works. | | |
| 1. **Contract Documents** means the documents listed in GCC Clause 6, including any amendments thereto. | | |
| 1. **Contractor** means the Person under contract with the Procuring Entity for the execution of Works under the Rules and the Act as stated in the **PCC**. | | |
| 1. **Contract Price** means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, for the execution, completion and maintenance of the Works in accordance with the provisions of the Contract. | | |
| 1. **Contractor’s Tender** is the completed Tender Document including the priced BOQ and the Schedules submitted by the Contractor to the Procuring Entity. | | |
| 1. **Cost** means all expenditures reasonably incurred or to be incurred by the Contractor, whether on or off the Site, including overhead, profit, taxes, duties, fees and such other similar levies. | | |
| 1. **Day** means calendar day unless otherwise specified as working days. | | |
| 1. **Defect** isany part of the work not completed in accordance with the Contract. | | |
| 1. **Defects Correction Certificate** is the certificate issued by the Project Manager upon correction of defects by the Contractor. | | |
| 1. **Drawings** include calculations and other information provided in Section 9 or as approved by the Project Manager for the execution and completion of the Contract. | | |
| 1. **Equipment** is the Contractor’s apparatus, machinery, vehicles and other things required for the execution and completion of the Works and remedying any defects excluding Temporary Works and the Procuring Entity’s Equipment (if any ), Plant, Materials and any other things to form or forming part of the Permanent Works. | | |
| 1. **GCC** means the General Conditions of Contract. | | |
| 1. **Government** means the Government of the People’s Republic of Bangladesh. | | |
| 1. **"Head of the Procuring Entity"** means the Secretary of a Ministry or a Division, the Head of a Government Department or Directorate; or the Chief Executive, or as applicable, Divisional Commissioner, Deputy Commissioner, Zilla Judge; or by whatever designation called, of a local Government agency, an autonomous or semi-autonomous body or a corporation, or a corporate body established under the Companies Act. | | |
| 1. **Materials** means things of all kinds other than Plant intended to form or forming part of the Permanent Works, including the supply-only materials, if any, to be supplied by the Contractor under the Contract. | | |
| 1. **Month** means calendar month. | | |
| 1. **Original Contract Price** is the Contract Price stated in the Procuring Entity’s Notification of Award and further clearly determined in the Contract. | | |
| 1. **Permanent works** means the permanent works to be executed by the Contractor under the Contract. | | |
| 1. **PCC** means the Particular Conditions of Contract. | | |
| 1. **Plant** means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Procuring Entity and relating to the construction of the Works and physical services. | | |
| 1. **Procuring Entity** means a Procuring Entity having administrative and financial powers to undertake procurement of Works and physical services using public funds and is as named in the **PCC** who employs the Contractor to carry out the Works. | | |
| 1. **Project Manager** is the person named in the **PCC** or any other competent person appointed by the Procuring Entity and notified to the Contractor who is responsible for supervising the execution and completion of the Works and physical services and administering the Contract. | | |
| 1. **Schedules** means the document(s) entitled schedules, completed by the Contractor and submitted with the Tender Submission Letter, as included in the Contract. Such document may include the data, lists and schedules of rates and/or prices. | | |
| 1. **Site** means the places where the Permanent Works are to be executed including storage and working areas and to which Plant and Materials are to be delivered, and any other places as may be specified in the **PCC** as forming part of the Site. | | |
| 1. **Specification** means the Specification of the Works included in the Contract and any modifications or additions to the specifications made or approved by the Project Manager in accordance with the Contract. | | |
| 1. **Start Date** is the last date by which the Contractor shall commence execution of the Works under the Contract. | | |
| 1. **Temporary Works** means all temporary works of every kind other than Contractor’s Equipment required on the Site for the execution and completion of the Permanent Works and remedying of any defects. | | |
| 1. **Variation** means any change to the Works directly procured from the original Contractor to cover increases or decreases in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract. | | |
| 1. **Works** means all works associated with the construction, reconstruction, site preparation, demolition, repair, maintenance or renovation of railways, roads, highways, or a building, an infrastructure or structure or an installation or any construction work relating to excavation, installation of equipment and materials, decoration, as well as physical services ancillary to works as detailed in the **PCC**, if the value of those services does not exceed that of the Works themselves. | | |
| 1. **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail. | | |
| 1. Communications & Notices | 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**. A notice shall be effective when delivered or on the notice’s effective date, whichever is later. | | |
| 1. Governing Law | 1. The Contract shall be governed by and interpreted in accordance with the laws of the People’s Republic of Bangladesh. | | |
| 1. Governing Language | 1. The Contract shall be written in English. All correspondences and documents relating to the Contract may be written in English or *Bangla*. | | |
| 1. Documents Forming the Contract and Priority of Documents | 1. The following documents forming the Contract shall be interpreted in the following order of priority: 2. signed Contract Agreement (**Form PW2a-5**); 3. Notification of Award (**PW2a-4**); 4. the completed Tender ; 5. the Particular Conditions of Contract; 6. the General Conditions of Contract; 7. the Technical Specifications; 8. the General Specifications; 9. the Drawings; 10. the priced Bill of Quantities and the Schedules ; and 11. any other document listed in the **PCC** forming part of the Contract. | | |
| 1. Scope of Works | * 1. The Works to be executed, completed and maintained shall be as specified in the BOQ, the General and Particular Specifications and Drawings. | | |
| 1. Assignment | 1. Neither the Contractor nor the Procuring Entity shall assign, in whole or in part, its obligations under the Contract. | | |
| 1. Eligibility | 1. The Contractor or its Sub Contractor shall be a Bangladsehi national. | | |
| 1. Gratuities / Agency Fees | 1. No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or in the Contract, have been given or received in connection with the procurement process or in the Contract execution. | | |
| 1. Possession of the Site | 1. The Procuring Entity shall give possession of the Site to the Contractor on the date specified in the **PCC.** If possession of the Site is not given by the date specified, the Procuring Entity will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event as stated under GCC Sub Clause 38.1(a). | | |
| 1. Procuring Entity’s Responsibilities | 1. The Procuring Entity shall pay the Contractor, in consideration of the satisfactory progress of execution and completion of the Works and physical 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 Agreement. | | |
| 1. Contractor’s Responsibilities | 1. The Contractor shall execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract Agreement. | | |
| 1. Taxes and Duties | 1. The Contractor shall be entirely responsible for all applicable taxes, custom duties, VATand other levies imposed or incurred inside and outside Bangladesh. | | |
| 1. Contractor’s Personnel | 1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the **PCC**, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. | | |
| 1. If the Project Manager asks the Contractor to remove a particular person who is a member of the Contractor’s staff or work force from the Site, he or she shall state the reasons, and the Contractor shall ensure that the person leaves the Site within three (3) days and has no further connection with the work in the Contract. | | |
| 1. Subcontracting | 1. Subcontracting the whole of the Works by the Contractor shall not be permissible. The Contractor shall be responsible for the acts or defaults of any Subcontractor, his or her agents or employees, as if they were the acts or defaults of the Contractor. | | |
| 1. Instructions | 1. The Contractor shall carry out all instructions of the Project Manager that comply with the applicable law. | | |
| 1. Corrupt, Fraudulent, Collusive or Coercive Practices | 1. The Government requires that Procuring Entity, as well as the Contractor shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under public funds | | |
| 1. If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against the Contractor alleged to have carried out such practices, the Procuring Entity shall **-** 2. exclude the concerned Tenderer from further participation in the particular Procurement proceeding; or 3. declare, at its discretion, the concerned Tenderer to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time. | | |
| B. Time Control | | | |
| 1. **Start Date** | | | 1. Start Dateis the date defined in the **PCC** and it is the last date by which the Contractor shall start execution of the Works under the Contract. |
| 1. **Intended Completion Date** | | | 1. Intended Completion Date is the date calculated from the Start Date as specified in the **PCC**, on which it is intended that the Contractor shall complete the Works and physical services as specified in the Contract and may be revised only by the Project Manager by issuing an extension of time. |
| 1. **Completion of Works** | | | 1. The Contractor shall carry out the Works in accordance with the Programme of Works submitted by the Contractor and as updated with the approval of the Project Manager as stated under GCC Clause 21 to complete them in all respects by the Intended Completion Date. |
| 1. **Programme of Works** | | | 1. Within the time stated in the **PCC**, the Contractor shall submit to the Project Manager, for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works. |
| 1. The Contractor shall submit to the Project Manager for approval of an updated programme as required by the Project Manager. |
| 1. **Pro-rata Progress** | | | 1. The Contractor shall maintain Pro-rata progress of the Works. Progress to be achieved shall be pursuant to GCC Clause 21 and shall be determined in terms of the value of the works done. |
| 1. **Extension of the Intended Completion Date** | | | 1. The Contractor shall be entitled to an extension of the Intended Completion Date, if and to the extent that completion of the Works or any part thereof is or will be delayed by Compensation Events or a Variation Order. |
| 1. If the Contractor considers itself to be entitled to an extension of the execution period as stated under GCC Sub Clause 23.1, the Contractor shall give notice, not later than twenty eight (28) days after the Contractor became aware or should have become aware of the event or circumstance, to the Project Manager. |
| 1. The Project Manager may extend the Intended Completion Date by twenty (20) percent of the original Contract time as stated under GCC Sub Clause 19.1. |
| 1. In the case an extension of the Intended Completion Date required more than twenty (20) percent of the original Contract time, approval of the Head of the Procuring Entity or an officer authorised by him/her for the same shall be required to be obtained. |
| C. Quality Control | | | |
| 1. **Execution of Works** | | | 1. The Contractor shall construct, install and carry out the Works and physical services in accordance with the Specifications and Drawings as scheduled in GCC Clause 5**.** |
| 1. **Identifying Defects** | | | 1. The Project Manager shall check the works executed by the Contractor and notify the Contractor of any Defects found. Such checking shall not relieve the Contractor from his or her obligations. The Project Manager may also instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect. |
| 1. **Testing** | | | 1. The Contractor shall carry out routine Tests of materials and works based on the progress of works to ensure the quality of completed works in accordance with standard methods determined by the Project Manager. |
| 1. If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event pursuant to GCC Sub Clause 38.1(d). |
| 1. **Rejection of Works** | | | 1. If, as a result of an examination, inspection, measurement or testing, of Works it is found to be defective or otherwise not in accordance with the Contract, the Project Manager may reject the Works by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected Works subsequently complies with the Contract. |
| 1. **Remedial Work** | | | 1. Notwithstanding any test, the Project Manager by visual inspection or field tests may instruct the Contractor to:    1. remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,    2. remove and re-execute any other work which is not in accordance with the Contract, and    3. execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise. |
| 1. If the Contractor fails to comply with the instruction issued under GCC Sub Clause 28.1, the Procuring Entity shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall be liable to pay all such costs arising from this failure. |
| 1. **Correction of Defects** | | | 1. The Project Manager shall give notice to the Contractor, with a copy to the Procuring Entity and others concerned, of any Defects before the end of the **Defects Liability Period**, which begins at Completion Date, and is defined in the **PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. |
| 1. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager’s notice. |
| 1. **Uncorrected Defects** | | | 1. If the Contractor has not corrected a Defect within the time specified in the Project Manager’s notice, the Project Manager shall assess the cost of having the Defect corrected by it, and the Contractor shall remain liable to pay the expenditures incurred on account of correction of such Defect. |
| D. Cost Control | | | |
| 1. **Contract Price** | | 1. The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to Contract. | |
| 1. **Bill of Quantities (BOQ)** | | 1. The Bill of Quantities shall contain priced items for the construction, installation, testing, and commissioning work to be done by the Contractor. | |
| 1. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done in the Bill of Quantities for each item. | |
| 1. Items of works quantified in the BOQ for which no rates have been quoted shall be deemed covered by the amounts at rates of other items in the Contract and, shall under no circumstances be paid for, by the Procuring Entity. | |
| 1. **Changes in the Quantities and Unit Rate** | | 33.1 If the final quantity of the work done for any particular item increases from the quantity in the BOQ by more than twenty-five (25) percent,, and, such increase in quantity of that particular item alone concurrently causes the original Contract Price to exceed by more than one (1) percent , the Project Manager shall adjust the unit rate of the item to allow for the change. | |
| 1. **Issue of Variation or Extra Work Order** | | 1. The Project Manager may issue a **Variation Order** to the Contractor to cover increase or decrease in quantities, including the introduction of new work items (non-Tendered items) that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract. 2. The Project Manager may issue an **Extra Work Order** to cover the introduction of such new works necessary for the completion, improvement or protection of the original works which were not included in the original contract, on the grounds where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those usually encountered and generally recognized as inherent in the work or character provided for in the Contract. 3. The Project Manager deems it necessary that a Variation or Extra Work Order should be issued, he or she shall prepare the proposed order, the necessary plans , his or her computations as to the quantities of the additional Works involved per item indicating the specific locations where such Works are needed, the date of his or her inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work as stated under GCC Clause 35, together with his or her justifications for the need of such Variation or Extra Work Order, and shall submit the same to the Approving Authority. 4. The Head of the Procuring Entity may, in exceptions to the GCC Sub Clause 34.3 and subject to the availability of funds, in the event of extreme emergency and when time is of the essence, authorize the immediate start of work under any Variation or Extra Work Order; provided that the cumulative increase in the value of Works not yet duly approved exceeded ten (10) percent of the adjusted original Contract Price. 5. Increase or decrease in the quantities of any item of work included in the BOQ for the reasons other than those stated under GCC Sub Clause 34.1 and 34.2, in particular for field level actual measurements under this contract (admeasurements), not necessarily however, shall constitute a **Variation**. 6. All Variations and Extra Work Orders under the Contract shall be included in the updated Programme of Works produced by the Contractor. | |
| 1. **Costing of Variation Orders or Extra Work Orders** | | 1. The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) working days of the request or within any longer period stated by the Project Manager and before the Variation is ordered. | |
| 1. If the item of work in the Variation corresponds to an item of work in the BOQ and if, in the opinion of the Project Manager, the increased quantity and cost of the works of that particular item does not concurrently cause to exceed the limit stated in GCC Sub Clause 33.1, the same unit rate in the BOQ shall be used to calculate the cost of the Variation. If the item of work in the Variation does not correspond to an item in the BOQ, the unit rates for the new items of works shall be determined based on (i) the direct unit costs used in the original Contract for other items (e.g. unit cost of cement, steel bar, labour rate, equipment rental, etc) as indicated in the Contractor’s price breakdown of the cost estimate, if available or (ii) fixed prices acceptable to both, the Procuring Entity and the Contractor, based on market prices. The direct cost of the new work items based on (i) or (ii) stated herein shall then be combined with the mark-up factor (i.e. profit, overhead and VAT) used by the Contractor in its Tender to determine the unit rate of the new items of work. | |
| 1. If the Contractor’s quotation is found to be unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager’s own forecast of the effects of the Variation on the Contractor’s costs.. | |
| 1. **Payment Certificates** | | 1. The basis for payment certificates shall be BOQ used to determine the Contract price. | |
| 1. The Contractor shall submit to the Project Manager monthly statements of the estimated value of the works executed less the cumulative amount certified previously. | |
| 1. The Project Manager shall check the Contractor’s monthly statement and certify the amount to be paid to the Contractor. | |
| 1. The value of work executed shall be determined by the Project Manager and, may also include the valuation of Variations or Extra Work Orders and Compensation Events. | |
| 1. The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information. | |
| 1. **Payments to the Contractor** | | 37.1 The Procuring Entity shall pay the Contractor, the amounts certified by the Project Manager within twenty eight (28) days of the date of each certificate after due adjustments. | |
| * 1. Payments for Works under Variation Orders or Extra Work Orders satisfactorily accomplished, pursuant to GCC Clause 34, may be made only after approval of the same by the Approving Authority or next higher, as appropriate. | |
| * 1. Payments due to the Contractor in each certificate shall be made into the Bank Account, in any scheduled Bank of Bangladesh, of the legal title of the Contract specified in the **PCC**, nominated by the Contractor in the currency specified in the Contract. | |
| 1. **Compensation Events** | | 1. The following shall be Compensation Events: 2. The Procuring Entity does not give access to or possession of the Site or part of the Site by the Site Possession Date as stated under GCC Sub Clause 10.1; 3. Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notification of Award; 4. Other Contractors, public authorities, utilities, or the Procuring Entity do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor; 5. The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects as stated under GCC sub Clause 26.2 ; 6. Other Compensation Events described in the Contract or determined by the Project Manager in the **PCC** shall apply; 7. If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. | |
| 1. **Retention Money** | | 39.1 The Procuring Entity shall retain Retention Money from the progressive payments due to the Contractor at the percentage specified in the **PCC** until completion of the whole of the Works under the Contract in the manner as stated under GCC Sub Clause 39.2.   1. The Tender Security submitted along with the Tender shall first be subsumed under Retention Money and, then the balance that falls short of the amount derived at the percentage as specified in the GCC Sub Clause 39.1 shall be deducted from the Contractor’s progressive invoices. 2. On completion of the whole of the Works, the first half of the total amount retained under GCC Sub Clause 39.1 and 39.2, shall be returned to the Contractor and the remaining second half after the Defects Liability Period has passed and the Project Manager has certified in the form of **Defects Corrections Certificate.** 3. Procuring Entity may claim against the Retention Money if any of the following events occurs for fourteen (14) days or more.   The Contractor is in breach of the Contract and the Procuring Entity has duly notified him or her ; and  The Contractor has not paid an amount due to the Procuring Entity and the Procuring Entity has duly notified him or her.   1. In the event, as stated under GCC Sub Clause 29.4, the Contractor is liable to pay compensation under the Contract amounting to the full value of the Retention Money or more, the Procuring Entity may call the full amount of the Retention Money. | |
| 1. The Procuring Entity shall not make any claim under the security, except for amounts to which the Procuring Entity is entitled under this Contract. | |
| 1. **Liquidated Damages** | | 1. If the Contractor fails to complete the Works and physical services within the Intended Completion Date or extended Intended Completion Date, the Procuring Entity shall, as Liquidated Damages, deduct from the Contract Price, a sum at the percent-rate per day of delay as specified in the **PCC**, of the contract value of the uncompleted works or part thereof completed after the Intended Completion Date or extended Intended Completion Date, as applicable. The total amount of Liquidated Damages shall not exceed the amount specified in the **PCC**. The Procuring Entity may deduct Liquidated Damages from payments due to the Contractor. Payment of Liquidated damages shall not affect the Contractor’s liabilities. | |
| 40.2 If the Intended Completion Date is extended after Liquidated Damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. | |
| E. Completion of Contract | | | |
| 1. **Completion** | | | 1. The Contractor shall apply by notice to the Project Manager for issuing a **Completion Certificate** of the Works, and the Project Manager shall do so upon deciding that the work is completed. |
| 1. **Taking Over** | | | 1. Procuring Entity shall Take-Over the Site and the Works within seven (7) days of the Project Manager issuing a Completion Certificate under GCC Sub Clause 41.1 |
| 1. **Amendment to Contract** | | | 1. The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease in original Contract price and any other changes acceptable under the conditions of the Contract. |
| 1. The Procuring Entity shall amend the Contract incorporating the changes approved, in accordance with the Delegation of Financial Power or Sub-delegation thereof and ,introduced to the original terms and conditions of the Contract. |
| 1. **Final Account** | | | * 1. The Contractor shall submit with a detailed account of the total amount that the Contractor considers payable under the Contract to the Project Manager before the end of the **Defects Liability Period**. |
| * 1. The Project Manager shall certify the **Final Payment** within thirty (30) days of receiving the Contractor’s account if the payable amount claimed by the Contractor is correct and the corresponding works are completed. |
| * 1. If it is not, the Project Manager shall issue within thirty (30) days a **Defects Liability Schedule** that states the scope of the corrections or additions that are necessary. |
| 1. **Release from Performance** | | | 1. If any event or circumstance outside the control of the Parties arises which makes it impossible or unlawful for either or both parties to fulfil its or their contractual obligations, then upon notice by either party to the other party of such event or circumstance, the parties shall be discharged from further performance, without prejudice to the rights of either party in respect of any previous breach of the Contract. |
| F. Termination | | | |
| 1. **Termination** | | | 1. **Termination for Default**    1. The Procuring Entity, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default to the Contractor, may terminate the Contract in whole or in part if the Contractor causes a fundamental breach of Contract.    2. Fundamental breaches of the Contract shall include, but shall not be limited to, the following:    3. the Contractor stops work for twenty-eight (28)days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Project Manager;    4. the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;    5. the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of Liquidated Damages can be paid, as specified in GCC Sub Clause 40.1;    6. the Contractor has subcontracted the whole of the Works or has assigned the Contract without the required agreement and without the approval of the Project Manager;    7. the Contractor, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices as defined in GCC Clause 17, in competing for or in executing the Contract. |
| 1. The expiration of the Intended Completion Date under GCC Sub Clause 19.1 and, the initiation of settlement of disputes like amicable and arbitration under GCC Clause 49 shall not be deemed a termination of the Contract under GCC Clause 46. |
| 1. **Payment upon Termination** | | | 1. If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 46.1 by the Contractor, the Project Manager shall issue a certificate for the value of the Works done less payments made up to the date of the issuance of the certificate and, further less the amount from percentage to apply to the contract value of the works not completed, as indicated in the **PCC.** If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity. |
| 1. **Property** | | | 1. All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Contractor’s default. |
| G. Disputes and Settlement | | | |
| 1. **Settlement of Disputes** | | | 1. **Amicable settlement**   The Procuring Entity and the Contractor shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation. |
| 1. **Arbitration** 2. If the parties are unable to reach a settlement as per GCC Clause 49.1 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. 3. 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**. |

# Section 4. Particular Conditions of Contract

|  |  |
| --- | --- |
| *Instructions for completing the Particular Conditions of Contract are provided in italics in parenthesis for the relevant GCC Clauses.* | |
| **GCC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
| **GCC 1.1(h)** | The Contractor is  *[Name and address]* |
| **GCC 1.1(z)** | The Procuring Entity is ***Executive Engineer, PWD E/M Division-1 Chittagong.***  *[Name and address]* |
| **GCC 1.1(aa)** | The Project Manager is : **Sub-Divisional Engineer, PWD E/M Sub-division-1, Chittagong.** |
| **GCC 1.1(cc)** | The Site is located at **Dampara Police line, Chittagong** and is defined in drawings No: |
| **GCC 1.1(hh)** | The Works consist of **Supply & installation of E/I works etc.** |
| **GCC 5.1 (j)** | Other documents forming part of the Contract are |
| **GCC 10.1** | Possession of the Site to the Contractor shall be given on the following date 7(Seven) days from the date of contract or actual date decided by Project manager. |
| **GCC 14.1** | The following Key Personnel to carry out the functions stated in the Schedule shall   |  |  |  | | --- | --- | --- | | **No** | **Name of Key Personnel** | **Position** | |  |  |  | |  |  |  | |  |  |  |   be employed by the Contractor: |
| **GCC 18.1** | The Start Date shall be considered as the 7th day from the date of handing over of the site or actual date decided by Project manager. |
| **GCC 19.1** | The Intended Completion Date for the whole of the Works shall be **15((Fifteen)** days reckoned from the date of commencement of work (Start Date) |
| **GCC 21.1** | The Contractor shall submit a Programme for the Works within 7 days of signing the Contract. |
| **GCC 29.1** | The Defects Liability Period is **365 Days.** |
| **GCC 37.3** | The particulars of the Bank Account nominated are as follows :  Title of the Account :  Name of the Bank :  Name of the Branch :  Account Number :  Address :  Tel :  Fax :  e-mail address :  *[information furnished by the Contractor shall be substantiated by the concerned Bank and authenticated by the Procuring Entity]* |
| **GCC 38.1(e)** | The following additional events shall also be the Compensation Events: None |
| **GCC 39.1** | The **Retention Money** @ ten (10) percent shall be deducted from the progressive payments. |
| **GCC 40.1** | The amount of Liquidated Damages is (*0.10)* of ONE (1) percent of the contract value of the uncompleted works or any part thereof completed after expiry of the Intended Completion Date or extended Intended Completion Date, as applicable, per day of delay. |
| The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is *(10)* percent of the final Contract Price of the whole of the Works. |
| **GCC 47.1** | The percentage to apply to the contract value of the works not completed, representing the Procuring Entity’s additional cost for completing the uncompleted Works, is *[20]* percent. |
| **GCC 49.2(b)** | The arbitration shall be conducted in the place mentioned below; Chittagong District. |

# Section 5. Tender & Contract Forms

|  |  |
| --- | --- |
| **Form** | **Title** |
|  | **Tender Forms** |
| PW2a-1 | Tender Submission Letter |
| PW2a-2 | Tenderer’s Information |
| PW2a-3 | Bank’s Commitment for Line of Credit *(when this option is choosen)* |
|  | **Contract Forms** |
| PW2a-4 | Notification of Award |
| PW2a-5 | Contract Agreement |
|  |  |

Forms **PW2a-1** and **PW2a-3** comprises part of the Tender Format and should be completed as stated in ITT Clauses.19.

Forms **PW2a-4** to **PW2a-5** comprises part of the Contract as stated in GCC Clause 5.

#### Tender Submission Letter (Form PW2a-1)

|  |
| --- |
| To: Date :  The Executive Engineer,  PWD E/M Division-1,  Chittagong. |
| Invitation for Tender No: 96(2015-2016) Tender Gr.No: -2 |

Kv‡Ri bvg :- **wmGgwc `vgcvov¯’ cywjk jvB‡Ýi Af¨šÍ‡i Aew¯’Z 250 †KwfG Bb‡Wvi UvBc ˆe`y¨wZK mve-‡ók‡bi mvwf©wms I wi-Avw\_©s Kib KvR| MÖæc-2**

|In accordance with ITT Clauses 13, the following prices apply to our Tender:

|  |  |
| --- | --- |
| The Tender Price is:  (ITT Clause 21) | *Taka [state amount in figures]…………………………………………………..*  *and Taka[state amount in words]……………………………………………….*  *……………………………………………………………………………………….* |

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

1. our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 24.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. a Tender Security is attached in the form of a *[pay order/ bank draft]* in the amount stated in the Tender Data Sheet (ITT Sub Clause 26.1) and valid for a period of twenty eight (28) days beyond the Tender Validity date;
3. we have examined and have no reservations to the Tender Document, issued by you on *[insert date];* including Addendum to Tender Document No(s) [*state numbers*] , issued in accordance with the Instructions to Tenderers (ITT Clause 7). *[insert the number and issuing date of each addendum; or delete this sentence if no Addendum has been issued];*
4. we are not a Government owned entity as defined in ITT Sub Clause 4.10;

or

we are a Government owned entity, and we meet the requirements of ITT Sub Clause 4.10;

1. We, declare that we are eligible to participate in this Tender and meet the eligibility criteria specified in the Tender Document (ITT Clause 4);
2. furthermore, we are aware of ITT Clause 3.2 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;
3. we are not participating as Tenderers in more than one Tender in this Tendering process. We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding Contract between us, until a formal Contract is prepared and executed;

|  |  |
| --- | --- |
| Signature: | *[insert signature of authorised representative of the Tenderer]* |
| Name: | *[insert full name of signatory with National ID Number]* |
| In the capacity of: | *[insert capacity of signatory]* |
| Duly authorised to sign the Tender for and on behalf of the Tenderer | |

[ ITT Sub Clause 31.2

**Attachment 1**: Written confirmation authorising the above signatory (ies) to commit the Tenderer

Tenderer Information (Form PW2a-2)

*[This Form should be completed only by the Tenderer, preferably on its Letter-Head Pad]*

|  |
| --- |
| Invitation for Tender No: Tender Package No: Lot No: |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. Eligibility Information of the Tenderer [ITT –Clauses 4 & 23] | | | | | | | | | | | | |
| 1.1 | | Tenderer’s legal title | | | | | |  | | | | |
| 1.2 | | Tenderer’s registered address | | | | | |  | | | | |
| 1.3 | | Tenderer’s year of registration | | | | | |  | | | | |
| 1.4 | | Tenderer’s Value Added Tax (VAT) Registration Number | | | | | |  | | | | |
| 1.5 | | Tenderer’s Tax Identification Number(TIN) | | | | | |  | | | | |
| 1.6 | | Tenderer to attach photocopies of original documents mentioned aside | | | | | | All relevant documents stated under ITT Clause 4 & 23 | | | | |
| 2. Qualification Information of the Tenderer | | | | | | | | | | | | |
| 2.1 | General Experience in Construction Works of Tenderer [insert years of experience]; [ITT Sub Clause 9.1(a)] | | | | | | | | | | | |
| 2.2 | Specific Experience in Construction Works of Tenderer [ITT Sub Clause 9.1(b)]  Completed Contracts of similar nature, complexity and methods/construction technology | | | | | | | | | | | |
|  | Contract No    Name of Contract | | | | [ insert reference no] of [ insert year]  [insert name] | | | | | | | |
|  | Award date  Completion date  Total Contract Value | | | | [insert date]  [insert date]  [insert amount] | | | | | | | |
|  | Procuring Entity’s Name &  Address | | | | [insert details] | | | | | | | |
| 2.3 | Average Annual Construction Turnover [ITT Sub Clause 10.1(a)]  *[ total certified payments received for contracts in progress or completed under public sector for a period as stated under ITT Sub Clause 10.1(a)]* | | | | | | | | | | | |
| Year | | | Amount | | | | | Taka | | | |
|  | | |  | | | | |  | | | |
| 2.4 | Liquid Assets available to meet the construction cash flow [ITT Sub Clause 10.1(b)] | | | | | | | | | | | |
| No | | Source of Financing | | | | | | | | | Amount Available |
|  | |  | | | | | | | | |  |
| In order to confirm the above statements the Tenderer shall submit, as applicable, the documents mentioned in ITT Sub Clause 23.1(f). | | | | | | | | | | | | |
| 2.5 | Contact Details [ITT Sub Clause 23.1 (j) | | | | | | | | | | | |
|  | Name, address, and other contact details of Tenderer’s Bankers and other Procuring Entity(s) that may provide references, if contacted by this Procuring Entity | | | | | | | | | | | |
| 2.6 | Qualifications and Experience of Key Personnel Proposed for Contract administration and management [ITT Sub Clause 23.1(g)] | | | | | | | | | | | |
| Name | | | | | Position | | | | Years of Experience | | |
|  | | | | |  | | | |  | | |
| 2.7 | Construction Equipments Proposed to Carry out the Contract [ITT Sub Clause 23.1(h)] | | | | | | | | | | | |
| Item of Equipment | | | | | | Condition  (new, good, average, poor) | | | | Owned, leased or to be purchased  (state owner, lessor or seller) | |
|  |  | | | | | |  | | | |  | |
| *[Tenderer to list details of each item of construction equipment, as applicable]* | | | | | | | | | | | | |

Letter of Commitment for Bank’s Undertaking for Line of Credit (Form PW2a-3)

*[This is the format for the Credit Line to be issued by any scheduled Bank of Bangladesh in accordance with ITT Clause 23.1 (f)]*

|  |  |
| --- | --- |
| Invitation for Tender No:-96 | Date:05-06-2016 |
| Tender Gr.No:2 |  |
| Lot No (*when applicable*) |  |
| To:  [*Name and address of the Procuring Entity*] |  |

**CREDIT COMMITTMENT No:** [*insert number*]

We have been informed that *[name of Tenderer]* (hereinafter called “the Tenderer”) intends to submit to you its Tender (hereinafter called “the Tender”) for the execution of the Works of *[description of works]* under the above Invitation for Tenders (hereinafter called “the IFT”).

Furthermore, we understand that, according to your conditions, the Tenderer’s Financial Capacity i.e. Liquid Asset must be substantiated by a Letter of Commitment of Bank’s Undertaking for Line of Credit.

At the request of, and arrangement with, the Tenderer, we *[name and address of the Bank]* do hereby agree and undertake that [*name and address of the Tenderer*] will be provided by us with a revolving line of credit, in case awarded the Contract, for execution of the Works viz. [*insert name of the works*], for an amount not less than BDT[*in figure*] ( *in words*) for the sole purpose of the execution of the above Contract. This Revolving Line of Credit will be maintained by us until issuance of “**Taking-Over Certificate**” by the Procuring Entity.

In witness whereof, authorised representative of the Bank has hereunto signed and sealed this Letter of Commitment.

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

#### Notification of Award (Form PW2a-4)

|  |  |
| --- | --- |
| Contract No: | Date: |
| To:  *[Name of Contractor]* |  |

This is to notify you that your Tender dated *[insert date]* for the execution of the Works for *[name of project/Contract]* for the Contract Price of Tk *[state amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Tenderers, has been approved by *[name of Procuring Entity].*

You are thus requested to take following actions:

* + 1. accept in writing the Notification of Award within seven (7) working days of its issuance in accordance with ITT Sub Clause 53.3.
    2. sign the Contract within twenty-eight (28) days of issuance of this Notification of Award but not later than *(specify date),* in accordance with ITT Sub Clause 55.1.

You may proceed with the execution of the Works only upon completion of the above tasks. You may also please note that this Notification of Award shall constitute the formation of this Contract which shall become binding upon you.

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

|  |  |
| --- | --- |
|  | Signed |
|  | Duly authorised to sign for and on behalf of *[name of Procuring Entity]* |
|  | Date: |

#### Contract Agreement (Form PW2a-5)

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

WHEREAS the Procuring Entity invited Tenders for certain works, viz, *[brief description of works]* and has accepted a Tender by the Contractor for the execution of those works in the sum of Taka *[Contract price in figures and in words]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.

2. The documents forming the Contract shall be interpreted in the following order of priority:

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

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

|  |  |  |
| --- | --- | --- |
|  | For the Procuring Entity | The Contractor |
| Signature |  |  |
| Name |  |  |
| National ID No. |  |  |
| Title |  |  |
| In the presence of  Name |  |  |
| Address |  |  |

**Section 6. Bill of Quantities**

Kv‡Ri bvg :- **wmGgwc `vgcvov¯’ cywjk jvB‡Ýi Af¨šÍ‡i Aew¯’Z 250 †KwfG Bb‡Wvi UvBc ˆe`y¨wZK mve-‡ók‡bi mvwf©wms I wi-Avw\_©s Kib KvR| | MÖæc-2**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1) | 3-Phase 50 Hz 250 KVA indoor type transformer of centrifusing as per direction of the E/ch. | **1** | **Job** | **@ Tk.** |  |  | **Tk.** |  |
|  | (Taka | | | | | | | |
| 2) | Re-filling the Transformer oil by Supplying of the following components/ equipments suitable for use at 11/ 0.415/ 0.240KV substation & power supply system, manufactured and tested in accordance with NEMA/ IEC/ VDE/ BS/ JIS standards accepted/approved by the Engineer. |  |  |  |  |  |  |  |
|  | Transformer oil | **100** | **Lit** | **@ Tk.** |  |  | **Tk.** |  |
|  | (Taka | | | | | | | |
| 3) | Re-Installation, testing and commissioning of following 11 KV/.415KV transformer on prepared platform on pole / c.c. foundation with the help of necessary tools & plants. skilled labour & technician as per direction of the Engineer-in-charge. |  |  |  |  |  |  |  |
|  | 200-315 KVA 3 phase transformer on C.C. pad | 1 | Job | **@ Tk**. |  |  | Tk. |  |
|  | (Taka | | | | | | | |
| 4) | Supplying of 415V, 3 phase, 50Hz following capacity Control Circuit Breaker feeder unit as per following specification with thermal overcurrent & instantaneous electromagnetic short-circuit release manufactured and tested as per NEMA/IEC/VDE/BS/JIS standards (adjustable type above 100A rating) for sub-station L.T panel. |  |  |  |  |  |  |  |
|  | Rated operating voltage: 220-690 V, Rated insulation voltage 690 volt Rated impulse withstand voltage 6 KV Utilization Category: A or B |  |  |  |  |  |  |  |
| a) | **250A (35KA) TPMCCB** |  |  |  |  |  |  |  |
|  | AEG / Dorman Smith /MEM /Siemens /Eaton/Schneider or equivalent accepted/approved by the Engineer. | 1 | Nos | @ Tk. |  |  | Tk. |  |
|  | (Taka | | | | | | | |
| 5) | Re-Earthing the electrical installation with 40 mm. (1.5") dia G.I. pipe (Earth electrode) having 6.35 mm. dia hole across the pipe at 305 mm. interval securedly bonded by soldering with 2 nos.of No2 SWG HDBC earth leads with its protection by 20 mm. (3/4") dia G.I. pipe up-to plinth level run at a depth of 609.6 mm. (2 ft.) below G.L.up-to main board to be earthed including necessary connecting copper sockets, bolts, nuts, etc. complete for maintaining earth resistance within 1 ohm. |  |  |  |  |  |  |  |
| a) | Depth of bottom of main electrode at 19050 mm. (62.5 ft) from GL & length of electrode 18288 mm. (60 ft).(For LT & PFI) | **1** | **Set** | **@ Tk.** |  |  | Tk. |  |
|  | (Taka |  |  |  |  |  |  |  |
| b) | Depth of bottom of main electrode at 31242 mm. (102.5 ft) from GL & length of electrode 30480 mm. (100 ft).(For X-former Nutral) | **1** | **Set** | **@ Tk.** |  |  | Tk. |  |
|  | (Taka |  |  |  |  |  |  |  |
| 6) | Supply & fixing of heat shrink termination kit out-door / in-door use complete with DIN lugs earth connection hardware & cable preparation kit (In-door & outdoor) at the point of cable termination for 11 KV 3-core PVC insulated & PVC sheathed & armoured / non-armoured cable of the following sizes (Made in GERMANY/ USA/UK/ FRANCE/ JAPAN/ITALY/ SWEDEN/ SWITZERLANDor equivalent accepted/approved by the Engineer. |  |  |  |  |  |  |  |
|  | **FOR IN-DOOR USE** |  |  |  |  |  |  |  |
|  | 3 x 95 mm2 | 1 | kit | @ Tk. | 11208/- | P/Kit | Tk. | 11208/- |
|  | (Taka | | | | | | | |
| 7) | Supplying and fixing of **heat shrink self-amalgamating tape** of the following sizes for bus-bar of both HT switch-gear (11 KV) & LT switch-gear / PFI, transformer terminals as protection against flash-over. |  |  |  |  |  |  |  |
|  | Width 50 mm thickness 1 mm | 18 | Mtrs | @ Tk. | 1111/- | P/Mrt | Tk. | 19998/- |
|  | (Taka | | | | | | | |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 8 | Supply and fixing of copper made sockets/ferules for following size cables |  |  |  |  |  |  |  |
|  | 95 sq.mm | 15 | Nos | @ Tk. | 142/- | Each | Tk. | 2130/- |
|  | (Taka | | | | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Total Amount** | | | | **Tk.** |
|  |  |  |  |  |

Total quoted amount In words. ( .......................................................................................................................................

......................................................................................................................................................................................) only.

1. Estimate Cost Tk. item wise quoted rate.

2. Tender Security Tk. 5,000/- only.

3. Time allowed = 15 (Fifteen) days

***N.B.*** 1. Rate should be quoted both in words and figures on item wise basis.

# Section 7. General Specifications (GS)

|  |
| --- |
| THESE NOTES FOR PREPARING SPECIFICATIONS ARE INTENDED ONLY AS INFORMATION FOR THE PROCURING ENTITY OR THE PERSON DRAFTING THE TENDER DOCUMENT AND SHOULD NOT BE INCLUDED IN THE FINAL TENDER DOCUMENT. PROCURING ENTITY WILL ADD GENERAL SPECIFICATION IN THIS SECTION |
| Notes on Specifications  A set of precise and clear specifications is a prerequisite for Tenderers to respond realistically and competitively to the requirements of the Procuring Entity without introducing deviations or conditionalities in their Tenders. In the context of national competitive Tendering, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the works to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Tenders be ensured, and the subsequent task of Tender evaluation facilitated. The specifications should require that all materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.  Samples of specifications from previous similar projects are useful in this respect. Most specifications are normally written specially by the Procuring Entity or Project Manager to suit the Contract Works in hand. There is no standard set of Specifications for universal application in all sectors, but there are established principles and practices, which are reflected in these documents.  There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, flood control, drainage and irrigation, and water supply, where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly used in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works. Such General Specifications are those issued by the specialised ministries/professional bodies in Bangladesh and/or those of the International Standards Organisation (ISO)  Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for materials, and workmanship, recognized national standards should be used as much as possible. Where other particular standards are used the specifications should state that materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.  Provision as such be kept that wherever reference is made in the Contract to specific standards and codes to be met by the materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. |

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GOVERNMENT OF THE PEOPLE’S REPUBLIC OF BANGLADESH

OFFICE OF THE EXECUTIVE ENGINEER

PWD E/M DIVISION-1,

CHITTAGONG.

NAME OF THE WORK :-

**wmGgwc `vgcvov¯’ cywjk jvB‡Ýi Af¨šÍ‡i Aew¯’Z 250 †KwfG Bb‡Wvi UvBc ˆe`y¨wZK mve-‡ók‡bi mvwf©wms I wi-Avw\_©s Kib KvR|** | **(MÖæc-2)**

**[Open Tendering Method]**

INVITATION FOR TENDERS

**TENDER NO. 96(2015-2016)**

ISSUED TO :-

MONEY RECEIPT NO :-

DATE :-