

Bangladesh Water Development Board



TENDER DOCUMENT (NATIONAL) FOR THE PROCUREMENT OF WORKS

Supplying 50kg new synthetic bag for Sunamganj O&M Sub-division-1, BWDB, Sunamganj under Sunamganj O&M Division BWDB, Sunamganj During The year 2011-2012.

Issued on : 20.03.2012
Invitation for Tender No. : 10/2011-12
(Memo No-T-3/1737(100) Date: 20.03.2012)
Package No. : Supply/W-63

Sunamganj O&M Division
BWDB, Sunamganj.

Table of Contents

Section 1. Instructions to Tenderers	1
A. General	1
1. Scope of Tender.....	1
2. Corrupt, Fraudulent, Collusive or Coercive Practices	1
3. Eligible Tenderers	1
B. Tender Document	2
4. Clarification of Tender Document.....	2
5. Addendum to Tender Document.....	2
C. Qualification Criteria	2
6. General	2
7. Experience Criteria.....	2
8. Financial Criteria.....	2
9. Subcontractor(s).....	2
D. Tender Preparation	2
10. Only one Tender	2
11. Language of Tender	2
12. Contents of Tender.....	3
13. Tender Prices	3
14. Tender Currency.....	3
15. Documents Establishing the Tenderer's Qualification	3
16. Validity Period of Tender.....	3
17. Tender Security.....	4
18. Form of Tender Security.....	4
19. Forfeiture of Tender Security	4
E. Tender Submission	4
20. Sealing & Marking of Tender	4
21. Deadline for Submission of Tender.....	4
22. Modification, Substitution or Withdrawal of Tender	4
23. Tender Modification	4
24. Tender Substitution.....	4
25. Withdrawal of Tender.....	4
F. Tender Opening & Evaluation	4
26. Tender Opening	4
27. Evaluation of Tenders.....	5
28. Preliminary Examination.....	5
29. Technical Examination & Responsiveness.....	5
30. Clarification on Tender	5
31. Correction of Arithmetical Errors	6
32. Financial Evaluation.....	6
33. Price Comparison.....	6
34. Negotiations	6
35. Post-qualification.....	6
G. Contract Award	6
36. Notification of Award	6
37. Performance Security	6
38. Validity of Performance Security	7
39. Authenticity of Performance Security.....	7
40. Contract Signing.....	7
41. Right to Complain.....	7
Section 2. Tender Data Sheet	8
A. General	8
B. Tender Document	8
C. Qualification Criteria	8
D. Tender Preparation	9
E. Tender Submission	9
F. Tender Opening and Evaluation	9

G. Contract Award	9
Section 3. General Conditions Of Contract.....	10
A. General	10
1. Definitions.....	10
2. Corrupt, Fraudulent, Collusive or Coercive Practices	12
3. Documents Forming the Contract and Priority of Documents.....	12
4. Eligibility	12
5. Possession of the Site.....	12
6. Procuring Entity's Responsibilities	12
7. Contractor's Responsibilities	12
8. Taxes and Duties	12
9. Contractor's Personnel	13
B. Time Control.....	13
10. Start Date	13
11. Intended Completion Date	13
12. Programme of Works	13
13. Extension of the intended completion time	13
C. Quality Control	13
14. Execution of Works	13
15. Identifying Defects	13
16. Testing.....	13
17. Rejection of Works	13
18. Remedial Work	14
19. Correction of Defects.....	14
D. Cost Control	14
20. Contract Price	14
21. Bill of Quantities (BOQ).....	14
22. Changes in the Quantities and Unit Rate or Price	14
23. Variations	15
24. Costing of Variation Orders.....	15
25. Payment Certificates	15
26. Payments to the Contractor.....	16
27. Compensation Events	16
28. Retention Money	16
29. Liquidated Damages	16
30. Performance Security	16
E. Completion of Contract	17
31. Completion	17
32. Completion Certificate and Taking Over	17
33. Amendment to Contract	17
34. Final Account.....	17
35. Release from Performance	18
F. Termination and Settlement of Disputes	18
36. Termination.....	18
37. Payment upon Termination	18
38. Property.....	18
G. Disputes and Arbitration	19
39. Settlement of Disputes	19
Section 4. Particular Conditions of Contract.....	20
Section 5. Tender & Contract Forms	20
Section 6. Bill of Quantities	Error! Bookmark not defined.
Section 7. General Specifications	30
Section 8. Particular Specifications	31
Section 9. Drawings.....	32

Section 1. Instructions to Tenderers

A. General

1. **Scope of Tender**
 - 1.1 The Procuring Entity, as indicated in the Tender Data Sheet (**TDS**) issues this Tender Document for the procurement of Works and associated 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. **Corrupt, Fraudulent, Collusive or Coercive Practices**
 - 2.1 The Government requires that Procuring Entities, as well as Tenderers and Suppliers shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-
 - (a) strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 (Act 24 of 2006);
 - (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
 - (c) that neither it nor 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.
 - 2.2 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against any Tenderer alleged to have carried out such practices, the Procuring Entity shall -
 - (a) exclude the concerned Tenderer from further participation in the particular Procurement proceeding; or
 - (b) reject any recommendation for award that had been proposed for that concerned Tenderer;
or
 - (c) 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.
3. **Eligible Tenderers**
 - 3.1 If so specified in **TDS**, only Enlisted Tenderers of the categories specified in the **TDS** are eligible to participate in the Tender under **Limited Tendering Method**.
 - 3.2 In case of **Open Tendering Method**, invitation for Tenders is open to all potential Tenderers.
 - 3.3 The Tenderer shall have the legal capacity to enter into the Contract.
 - 3.4 Tenderers and all parties constituting the Tenderer shall not have a conflict of interest pursuant to Rule 55 of the Public Procurement Rules, 2008.
 - 3.5 The 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 2 .
 - 3.6 The Tenderer is solvent, e.g. the Tenderer is financially capable to perform the contract for the proposed Procurement.
 - 3.7 The Tenderer shall have fulfilled its obligations to pay taxes under the provisions of laws and regulations of Bangladesh.

B. Tender Document

- | | |
|--|--|
| 4. Clarification of Tender Document | 4.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the TDS before two-third of time allowed for preparation and submission of Tender elapses. |
| 5. Addendum to Tender Document | 5.1 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 pursuant to Rule 95 of the Public Procurement Rules, 2008. |

C. Qualification Criteria

- | | |
|-------------------------------|---|
| 6. General | 6.1 Tenderer to be qualified by meeting predefined, precise minimum requirements, which entails setting pass/fail criteria, which if not met by the Tenderer, will be considered as non-responsive. |
| | 6.2 To qualify for a multiple number of lots in a package for which Tenders are invited in the invitation for Tenders, the Tenderers shall demonstrate having resource and experience sufficient to meet the aggregate of the qualifying criteria for individual lots. |
| 7. Experience Criteria | 7.1 The Tenderer shall have the construction experience of satisfactory completion of similar works of a minimum value under a single or multiple numbers of contracts over a period, as specified in the TDS . |
| 8. Financial Criteria | 8.1 The Tenderer shall have the following minimum level of financial capacity to qualify for the performance of the Works under the Contract.

(a) the average annual construction turnover as specified in the TDS during the period specified in the TDS

(b) availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the TDS . |
| 9. Subcontractor(s) | 9.1 The successful Tenderer shall under no circumstances assign the Works or any part of it to the Subcontractor(s). |

D. Tender Preparation

- | | |
|-------------------------------|--|
| 10. Only one Tender | 10.1 The Tenderer who submits or participates in more than one (1) Tender in one (1) lot will cause all the Tenders of that particular Tenderer to be rejected |
| 11. Language of Tender | 11.1 The Tender shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or <i>Bangla</i> . |

12. Contents of Tender

- 12.1 The Tender prepared by the Tenderer shall comprise the following:
- (a) Tender Submission Letter (**Form PW2-1**), 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 considered as non-responsive as being incomplete;
 - (b) Tenderer Information (**Form PW2-2**);
 - (c) The priced Bill of Quantities using the form(s) furnished in **Section 6: Bill of Quantities**;
 - (d) Tender Security as stated under ITT Clauses **17 & 18**;
 - (e) Valid Trade License;
 - (f) The original and copy of the Tender, signed by the Person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written authorization and shall be attached to the Tender Submission Letter (**Form PW2-1**);
 - (g) an affidavit confirming that the Tenderer is not insolvent as stated under ITT Sub Clause 3.6;
 - (h) a certificate, that the Tenderer is a Tax payer having valid Tax Identification Number(TIN) and VAT registration number as a proof of fulfilment of taxation obligations as stated under ITT Sub Clause 3.7;
 - (i) Documentary evidence as stated under ITT Clause 15; and
 - (j) any other document as specified in the **TDS**.

13. Tender Prices

- 13.1 The Tenderer 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.
- 13.2 All applicable taxes, custom duties, VAT and other levies payable by the Contractor under the Contract shall be included in the unit rates, prices and the total Tender price submitted by the Tenderer.
- 13.3 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.
- 13.4 The price of a Contract shall be fixed in which case the unit rates or prices may not be modified in response to changes in economic or commercial conditions.

14. Tender Currency

- 14.1 The Tenderer shall quote all prices in the Tender Submission Letter and in the Bill of Quantities in Bangladesh Taka.

15. Documents Establishing the Tenderer's Qualification

- 15.1 Tenderers shall complete and submit the Tenderer Information (**Form PW2-2**) and shall include documentary evidence, as applicable to satisfy the following:
- (a) details of specific experience in construction works of similar nature and size on case-by-case procurement proceedings performed for each of the last years along with the sums, dates and recipients; public or private as stated under ITT clause 7.
 - (b) details of average annual construction turnover for a period as stated under ITT Sub Clause 8.1(a);
 - (c) details of adequacy of working capital for this Contract i.e. access to line(s) of credit and availability of other financial resources as stated under ITT Sub Clause 8.1(b);
 - (d) details of Procuring Entities who may be contacted, if necessary, by this Procuring Entity; and
 - (e) authority to seek references from the Tenderer's bankers or any other sources.

16. Validity Period of Tender

- 16.1 Tenders shall remain valid for the period specified in the **TDS** after the date of Tender

submission deadline prescribed by the Procuring Entity.

- 16.2 A Tender valid for a period shorter than that specified shall be considered as non-responsive.
- 17. Tender Security** 17.1 Tender Security as specified is **TDS**.
- 18. Form of Tender Security** 18.1 The Tender Security shall be at the Tenderer's option, be either in the form of a bank draft or pay order.
- 18.2 The Tender Security may be in the form of an irrevocable bank guarantee issued by a scheduled Bank of Bangladesh, in the format **(Form PW2-3)** furnished in Section 5: Tender and Contract Forms.
- 18.3 The Tender Security shall remain valid for at least twenty eight (28) days beyond the expiry date of the Tender Validity.
- 18.4 Tender not accompanied by a valid Tender Security shall be considered as non-responsive.
- 19. Forfeiture of Tender Security** 19.1 The Tender security pursuant to Rule 25 of the Public Procurement Rules, 2008 may be forfeited if a Tenderer:
- (a) withdraws its Tender after opening of Tenders but within the validity of the Tender; or
 - (b) refuses to accept a Notification of Award ; or
 - (c) fails to furnish performance security; or
 - (d) refuses to sign the Contract ; or
 - (e) does not accept the correction of the Tender price following the correction of arithmetic errors

E. Tender Submission

- 20. Sealing & Marking of Tender** 20.1 The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 12 and clearly mark it "ORIGINAL." In addition, the Tenderer shall prepare one (1) copy of the tender, and clearly mark "COPY." In the event of any discrepancy between the original and the copy, the ORIGINAL shall prevail.
- 21. Deadline for Submission of Tender** 21.1 Tenders shall be delivered by hand or by mail, including courier services at the address(s) as specified in the **TDS** and no later than the date and time specified in the **TDS**. Late submissions will not be considered.
- 22. Modification, Substitution or Withdrawal of Tender** 22.1 A Tenderer 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 21.
- 23. Tender Modification** 23.1 The Tenderer shall not be allowed to retrieve its original Tender, but shall be allowed to submit corresponding modification to its original Tender marked as **"MODIFICATION"**.
- 24. Tender Substitution** 24.1 The Tenderer shall not be allowed to retrieve its original Tender, but shall be allowed to submit another Tender marked as **"SUBSTITUTION"**.
- 25. Withdrawal of Tender** 25.1 The Tenderer shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as **"WITHDRAWAL"**

F. Tender Opening & Evaluation

- 26. Tender Opening** 26.1 Tenders shall be opened pursuant to Rule 97 following steps in Part D of Schedule IV of the Public Procurement Rules, 2008.

- 26.2 Tenders shall be opened immediately after the deadline for submission of Tenders at the primary place as specified in the **TDS** but no later than **ONE HOUR** after expiry of the submission deadline at the same primary place.
- 27. Evaluation of Tenders**
- 27.1 The 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 broad steps:
- (a) Preliminary examination
 - (b) Technical examination and responsiveness
 - (c) Financial evaluation and price comparison
 - (d) Post-qualification of the lowest evaluated responsive Tender.
- 28. Preliminary Examination**
- 28.1 The TEC shall **firstly** examine the Tenders to confirm that all documentation requested in ITT Clause 12 has been provided. Examination of the compliance, adequacy and authenticity of the documentary evidence may follow the order below.
- (a) verification of the completeness of the eligibility declarations in the Tender Submission Sheet (**Form PW2-1**);
 - (b) verification of the Trade License.
 - (c) verification of the eligibility in terms of legal capacity and fulfilment of taxation obligations by the Tenderer as stated under ITT Clause **3 & 12**
 - (d) verification of that the Tenderer is not insolvent as stated under ITT Clause **3 & 12**
 - (e) verification of that the written authorisation confirming the signatory of the Tenderer to commit the Tender has been attached with the Tender Submission Letter (**Form PW2-1**).
 - (f) verification of the validity and authenticity of the Tender Security as stated under ITT Clause **17 & 18**, if any
- 28.2 The TEC shall confirm that the above documents and information have been provided in the Tender and the completeness of the documents and compliance of instructions given in corresponding ITT Clauses shall be verified, failing which the tender shall be considered as non-responsive.
- 29. Technical Examination & Responsiveness**
- 29.1 Only those Tenders surviving preliminary examination need to be examined in this phase
- 29.2 **Secondly**, the TEC will examine the adequacy and authenticity of the documentary evidence as stated under ITT Clause 15.
- 29.3 The TEC will further examine the terms and conditions specified in Section 7: General Specifications and Section 8: Particular Specifications.
- 29.4 If after the examination, TEC determines that the Tender has complied the terms and conditions and the technical aspects, set out in ITT Sub Clause **29.2 & 29.3**, it shall be considered responsive.
- 30. Clarification on Tender**
- 30.1 The 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.

- 30.2 If the lowest Evaluated Tender is not balanced or is front loaded in the opinion of the TEC, the TEC may require the Tenderer to produce detailed breakdown of unit price or rates for any or all items of the BOQ, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.
- 30.3 If a Tenderer does not provide clarifications of its Tender by the date and time set in the TEC's written request for clarification, its Tender shall not be considered in the evaluation.
- 31. Correction of Arithmetical Errors**
- 31.1 The TEC shall correct any arithmetic errors that are discovered during the examination of Tenders, and shall promptly notify the concerned Tenderer(s) of any such correction(s) pursuant to Rule 98(11) of the Public Procurement Rule, 2008.
- 31.2 Any Tenderer that does not accept the correction of the Tender amount following correction of arithmetic errors as determined by the application of ITT Sub-Clause 31.1 shall be considered as non-responsive.
- 32. Financial Evaluation**
- 32.1 **Thirdly** the TEC, pursuant to Rule 98 of the Public Procurement Rules, 2008, will evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the mandatory requirements set out in the Tender Document.
- 32.2 To evaluate a Tender, the TEC will consider the following:
- (a) the Tender price as stated under ITT Clause 13;
 - (b) adjustments for correction of arithmetical errors pursuant to ITT Clause 31 .
- 33. Price Comparison**
- 33.1 The TEC will compare all responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 32.
- 34. Negotiations**
- 34.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer pursuant to Rule 99 of the Public Procurement Rules, 2008.
- 35. Post-qualification**
- 35.1 After determining the lowest evaluated responsive Tender in accordance with ITT Clause 33, the Procuring Entity's TEC pursuant to Rule 100 of the Public Procurement Rules, 2008, shall carry out the Post-qualification of the Tenderer, using only the requirements specified in **Sub-section C: Qualification Criteria**.

G. Contract Award

- 36. Notification of Award**
- 36.1 Prior to the expiry of the Tender Validity period and within seven (7) working days of receipt of the approval of the award by the Approving Authority, the Procuring Entity pursuant to Rule 36(4) (a) and 102 of the Public Procurement Rules, 2008, shall issue the Notification of Award (NOA) to the successful Tenderer.
- 37. Performance Security**
- 37.1 The Performance Security shall be provided by the successful Tenderer in the amount as specified in the **TDS**.
- 37.2 Within Seven (7) working days from the date of acceptance of the Notification of Award (NOA) but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security

- 37.3 The Performance Security shall be in the form of a Bank draft, pay order or an irrevocable Bank Guarantee in the format (Form PW2-6), issued by any scheduled bank of Bangladesh acceptable to the Procuring Entity.
- 37.4 The Procuring Entity may increase the amount of the Performance Security above the amounts as stated under ITT Sub Clause 37.1 pursuant to Rule 27(2) & Rule 98(13) of the Public Procurement Rules, 2008 but not exceeding twenty (20) percent of the Contract price, if it is found that the Tender is unbalanced and/or front loaded as stated under ITT Sub-Clause 30.2.
- 38. Validity of Performance Security** 38.1 The Performance Security shall be required to be valid until a date twenty eight (28) days beyond the Intended Completion Date as specified in Tender Document.
- 39. Authenticity of Performance Security** 39.1 The Procuring Entity shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the bank issuing the Pay Order, Bank Draft or irrevocable Bank Guarantee in specified format.
- 40. Contract Signing** 40.1 Within fourteen (14) working days of issuance of the NOA, the successful Tenderer and the Procuring Entity shall sign the contract provided that the Performance Security submitted by the Tenderer is found to be genuine.
- 41. Right to Complain** 41.1 Any Tenderer has the right to complain if it has suffered or likely to suffer loss or damage due to a failure of a duty imposed on the Procuring Entity to fulfil its obligations in accordance with Section 29 of the Public Procurement Act 2006 and Part 12 of Chapter Three of the Public Procurement Rules, 2008. .

Section 2. Tender Data Sheet

<i>Instructions for completing Tender Data Sheet are provided in italics in parenthesis for the relevant ITT clauses</i>													
ITT Clause	Amendments of, and Supplements to, Clauses in the Instructions to Tenderers												
A. General													
ITT 1.1	The Procuring Entity is <i>[state name of Procuring Entity]</i> The Name of the Tender is: Tender No-10/2011-2012 Title of the Works: Supplying 50kg new synthetic bag for Sunamganj O&M Sub-division-1, Bwdb, Sunamganj under Sunamganj O&M Division BWDB, Sunamganj During The year 2011-2012. Tender Ref: T-3/1737(100) Dated: 20.03.2012 Package No(s): Supply/W-63												
ITT 3.1	All Individuals/Firms having enlistment of Sunamganj O&M Division, BWDB, Sunamganj for the year 2011-12. are eligible.												
B. Tender Document													
ITT 4.1	For clarification of Tender Document purposes only, the Procuring Entity's address is: Attention: Executive Engineer, Sunamganj O&M Division, BWDB, Sunamganj. Address: BWDB, Sunamganj. Telephone: 0871-61528 Fax: 0871-55484 Electronic mail address: xen.sunamganj@gmail.com												
C. Qualification Criteria													
ITT 7.1	A satisfactory completion of similar works of at least Tk <i>[insert amount]</i> under <i>[state number]</i> of contract(s) over a period of <i>[state number]</i> years shall be required. Not Applicable.												
ITT 8.1(a)	The required average annual construction turnover shall be greater than Tk <i>[insert amount]</i> over the last <i>[state number]</i> years. Not Applicable.												
ITT 8.1(b)	The minimum amount of liquid assets or working capital or credit facilities of the Tenderer shall be Tk 2.50 Lac. <i>[usually the required liquid asset is the equivalent of 2-6 months payment flow at the average construction rate (straight line distribution), accessible or available after taking into account the financial requirements of existing commitments. The actual period will depend on the speed with which the Procuring Entity will pay the Contractor's monthly certificate, allowing time to prepare an invoice, for the Project Manager's time to certify it, and at least one month contingency for preparing the cheque and making actual payment.]</i> Example: <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Contract Value:</td> <td style="text-align: right;">Tk 24 lakh</td> </tr> <tr> <td>Contract period:</td> <td style="text-align: right;">12 months</td> </tr> <tr> <td>Assuming work time:</td> <td style="text-align: right;">1 month</td> </tr> <tr> <td>Invoice period:</td> <td style="text-align: right;">0.5 month</td> </tr> <tr> <td>Certification Time:</td> <td style="text-align: right;">0.5 month</td> </tr> <tr> <td>Contingency Time:</td> <td style="text-align: right;">1 month</td> </tr> </table> <i>Therefore, the minimum required liquid asset will be Tk. 6 lakh, i.e. 3 months cash flow based on the above assumptions.]</i> [for Tenders where the package contains more than one (1) lot, this qualification requirements shall be mentioned separately for each lot in the package]	Contract Value:	Tk 24 lakh	Contract period:	12 months	Assuming work time:	1 month	Invoice period:	0.5 month	Certification Time:	0.5 month	Contingency Time:	1 month
Contract Value:	Tk 24 lakh												
Contract period:	12 months												
Assuming work time:	1 month												
Invoice period:	0.5 month												
Certification Time:	0.5 month												
Contingency Time:	1 month												

D. Tender Preparation

ITT 12.1(j)	The Tenderer shall submit with its Tender the following additional documents: - Enlistment Copy - Valid Trade Licence, - Vat Registration, - TIN Number, - Nationality Certificate, - Business Address, - Declaration about legal capacity to enter into the contract, - Litigation history, if any,
ITT 16.1	The Tender Validity period shall be 60 (sixty) days. <i>[normally 60 to 90 days deemed reasonable]</i>
ITT 17.1	The amount of the Tender Security shall be Tk. 12,500.00 (Twelve Thousand Five Hundred) only. <i>[note: Not exceeding three percent (3%) of the official estimated cost but as a fixed amount]</i>

E. Tender Submission

ITT 21.1	For <u>Tender submission purposes</u> only, the Employer's address is: Attention: Executive Engineer, Sunamganj O & M Division, BWDB,. Sunamganj. The deadline for the submission of Tenders is: Time & Date: 12:00 hrs. on 05.03.2012
-------------	--

F. Tender Opening and Evaluation

ITT 26.2	The Tender opening shall take place at: Address : Executive Engineer, Sunamganj O&M Division , BWDB, Sunamganj. Time & Date: 13.00 hrs. on 05.03.2012
----------	--

G. Contract Award

ITT37.1	The amount of Performance Security shall be 10% (Ten) percent of the Contract Price. <i>[ten (10) percent of the Contract price and the total percentage of Retention and Performance Security may not exceed ten (10) percent. Maximum twenty (20) percent of the total Contract price, if it is unbalanced and/or front loaded]</i>
---------	--

Section 3. General Conditions Of Contract

A. General

1. Definitions

- 1.1 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:
- (a) **Act** means The Public Procurement Act, 2006 (Act 24 of 2006).
 - (b) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of contract.
 - (c) **Bill of Quantities** (BOQ) means the priced and completed Bill of Quantities forming part of the Contract defined in GCC Clause 21.
 - (d) **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.
 - (e) **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.
 - (f) **Day** means calendar day unless otherwise specified as working days.
 - (g) **Defect** is any part of the work not completed in accordance with the Contract.
 - (h) **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.
 - (i) **Force Majeure** means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origins not due to negligence or lack of care on the part of the Contractor; such events may include, but not be limited to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
 - (j) **Goods** mean the Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate
 - (k) **GCC** means the General Conditions of Contract.
 - (l) **Government** means the Government of the People's Republic of Bangladesh.
 - (m) **"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, 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;
 - (n) **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.
 - (o) **Month** means calendar month.
 - (p) **Original Contract Price** is the Contract Price stated in the Procuring

- Entity's Notification of Award and further clearly determined in the Contract.
- (q) **Permanent works** means the permanent works to be executed by the Contractor under the Contract.
 - (r) **PCC** means the Particular Conditions of Contract.
 - (s) **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.
 - (t) **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.
 - (u) **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.
 - (v) **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.
 - (w) **Site Investigation Reports** are those that were included in the Tender Document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
 - (x) **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.
 - (y) **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.
 - (z) **Variation** means any change to the Works directly procured from the original Contractor under some specific conditions and circumstances following approved procedures, which is instructed as a Variation under GCC Clause 23 by the Project Manager that varies the Works.
 - (aa) **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.

(bb) Writing means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

2. Corrupt, Fraudulent, Collusive or Coercive Practices

2.1 The Government requires that Procuring Entities, as well as Tenderers and Suppliers shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-

- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 (Act 24 of 2006);
- (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
- (c) that neither it nor 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.

2.2 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against any Tenderer alleged to have carried out such practices, the Procuring Entity shall -

- (a) exclude the concerned Tenderer from further participation in the particular Procurement proceeding; or
- (b) reject any recommendation for award that had been proposed for that concerned Tenderer or;
- (c) 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.

3. Documents Forming the Contract and Priority of Documents

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

- (a) the signed Contract Agreement (**Form PW2-5**);
- (b) the Notification of Award (**PW2-4**);
- (c) the completed Tender and the appendix to the Tender;
- (d) the Particular Conditions of Contract;
- (e) the General Conditions of Contract;
- (f) the Technical Specifications;
- (g) the General Specifications;
- (h) the Drawings;
- (i) the priced Bill of Quantities and the Schedules; and
- (j) any other document listed in the **PCC** forming part of the Contract.

4. Eligibility

4.1 The Contractor shall be a Bangladeshi national.

5. Possession of the Site

5.1 The Procuring Entity shall give possession of the to the Contractor on the date stated in the **PCC**.

6. Procuring Entity's Responsibilities

6.1 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.

7. Contractor's Responsibilities

7.1 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.

8. Taxes and Duties

8.1 The Contractor shall be entirely responsible for all taxes, duties, fees, and other

such levies imposed inside and outside Bangladesh.

9. Contractor's Personnel

- 9.1 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.

B. Time Control

10. Start Date

- 10.1 Start Date is the date defined in the **PCC** and it is the last date when the Contractor shall commence execution of the Works under the Contract.

11. Intended Completion Date

- 11.1 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.

12. Programme of Works

- 12.1 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.

13. Extension of the intended completion time

- 13.1 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.
- 13.2 The Procuring Entity may **extend the Intended Completion Date** by twenty (20) percent of the original Contract time as stated under GCC Sub Clause 13.1
- 13.3 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 for the same shall be required to be obtained.

C. Quality Control

14. Execution of Works

- 14.1 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 3.

15. Identifying Defects

- 15.1 The Project Manager shall check the works executed by the Contractor and notify the Contractor of any Defects found.

16. Testing

- 16.1 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.
- 16.2 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.

17. Rejection of Works

- 17.1 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.

18. Remedial Work

- 18.1 Notwithstanding any test, the Project Manager by visual inspection or field tests may instruct the Contractor to:
- (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
 - (b) remove and re-execute any other work which is not in accordance with the Contract, and
 - (c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.

19. Correction of Defects

- 19.1 The Project Manager shall issue a **Defects Liability Schedule** for correction of Defects within thirty (30) days from the Contractor's request for **Final Payment** stating the scope of corrections or additions that are necessary.
- 19.2 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.

D. Cost Control

20. Contract Price

- 20.1 The Contract price shall be agreed or determined based on that the Contractor shall pay all taxes, duties and fees required to be paid by him or her under the Contract pursuant to GCC Clause 8.1
- 20.2 The contract Price shall be specified in the **PCC**.

21. Bill of Quantities (BOQ)

- 21.1 Except as otherwise stated in the Contract and notwithstanding any other practice
- (a) measurement shall be made of the net actual quantity of each item of the Permanent Works, and
 - (b) the method of measurement shall be in accordance with the BOQ.
- 21.2 Items of works quantified in the BOQ for which no rates or prices have been quoted shall be deemed covered by the amounts at rates and prices of other items in the Contract and shall not be separately paid for.

22. Changes in the Quantities and Unit Rate or Price

- 22.1 A new rate or price for items included in the BOQ shall, however, be appropriate for an item of work if:
- (a) the final measured quantity of the work done for any particular item in the BOQ is increased or decreased by more than twenty five (25) percent from the quantity of this item in the BOQ, provided that; the cost resulting from such increase or decrease in quantity of this particular item in the Bill of Quantities multiplied by its specified rate or price is exceeded by one (1) percent of the original Contract price.
 - (b) this particular item is not specified in the Contract as a fixed rate item;
 - (c) this particular item is not specified in the Contract as for which no rates or prices have been quoted and deemed covered by the amounts at rates and prices of other items in the Bill of Quantities stated under GCC Sub Clause 21.2; and

- 22.2 The new rate or price for the particular item of work included in the Bill of Quantities described under GCC Sub Clause 22.1 shall be derived by the Project Manager from any relevant rates or prices within the Contract by taking into consideration the context and threshold of the **Variation Order** as stated under GCC Clause 23.

23. Variations

- 23.1 The Procuring Entity may issue a Variation Order for Procurement of Works and Physical services in favour of the original Contractor to cover any increase or decrease 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 this Contract.
- 23.2 Variations may include;
- (a) changes to the quantities of any item of work included in the Bill of Quantities as stated under GCC Sub Clause 22.1; not necessarily however, shall always constitute a Variation until the algebraic summation of costs resulting from such increases or decreases in quantities of changing items included in the Bill of Quantities under the Contract exceeds one (1) percent of the original Contract price;
 - (b) changes to the quality and other characteristics of any item of work;
 - (c) changes to the levels, positions and/or dimensions of any part of the Works;
 - (d) omissions of any work unless it is to be carried out by others;
 - (e) any additional work, Plant, Materials, or services necessary for the permanent works, including any associated testing, boreholes and other testing and exploratory work; or
 - (f) changes to the sequence or timing of execution of the Works.
- 23.3 The Contractor shall, under no circumstances, proceed to commence the works under any Variation Order unless it has been approved by the **Approving Authority**.

24. Costing of Variation Orders

- 24.1 The Contractor shall submit a quotation for carrying out the Variation within 7 (seven) days of being requested by the Project Manager.
- 24.2 If the items of works under Variation Order are exactly the same or similar to those in the Bill of Quantities of the original Contract, the applicable unit rates or prices of those work items in the Bill of Quantities of the original Contract shall be used for costing of those additional work items.
- 24.3 If not, the unit rates or prices of those new work items shall be based on ;
- (i) the direct unit costs used in the Bill of Quantities of original Contract for other items (e.g. unit cost of cement, steel rebar, formwork, 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; or
 - (iii) the direct cost of the new work items based on (i) and (ii) above shall then be combined with the mark-up factor (i.e. taxes, overheads and profit) used by the Contractor in his or her Tender to determine the unit rate or price of the new work item.
- 24.4 If the Contractor's quotation is found to be unreasonable, the Project Manager shall exercise his own judgement to fix the Unit rate (s).

25. Payment Certificates

- 25.1 The basis for payment certificates shall be BOQ used to determine the Contract price.
- 25.2 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the works executed less the cumulative amount certified

previously.

- 25.3 The Project Manager may in any payment certificate make any correction or modification that should properly be made to any previous payment certificate.
- 25.4 The Project Manager may withhold the cost of rectification or replacement until such rectification or replacement has been completed, if any thing supplied or work done by the Contractor is not in accordance with the Contract.

26. Payments to the Contractor

- 26.1 The Procuring Entity shall pay the Contractor in Bangladesh Taka currency, the amounts certified by the Project Manager after due adjustments.

27. Compensation Events

- 27.1 The following shall be Compensation Events:
- (a) The Procuring Entity does not give access to or possession of the Site or part of the Site by the Site Possession Date stated in the GCC Sub Clause 5.1;
 - (b) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notification of Award;
 - (c) 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;
 - (d) The Project Manager unreasonably delays issuing a Completion Certificate;
 - (e) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects;
 - (f) Other Compensation Events described in the Contract or determined by the Project Manager in the **PCC** shall apply
- 27.2 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.

28. Retention Money

- 28.1 The Procuring Entity shall retain from each progressive payment due to the Contractor at the percentage specified in the **PCC** until completion of the whole of the Works under the Contract.
- 28.2 On completion of the whole of the Works, the first half the total amount retained under GCC Sub Clause 28.1 shall be repaid to the Contractor and the remaining second half after the Defects Liability Period has passed.
- 28.3 If the provision of Retention Money is not included in this Contract these Sub Clauses shall not apply except the relevant ones.

29. Liquidated Damages

- 29.1 The Contractor shall be liable to pay Liquidated Damages or in other words the Delay Damages to the Procuring Entity at the rate per day as specified in the **PCC** for each day of delay from the Intended Completion Date, for the uncompleted Works or for any part thereof.
- 29.2 The total amount of Liquidated Damages shall not exceed the amount defined in the **PCC**.
- 29.3 Payment of Liquidated Damages by the Contractor shall not relieve the Contractor from its obligations.

30. Performance Security

- 30.1 The Performance Security furnished at the time of signing of the Contract Agreement, shall be substituted by a new Security covering fifty (50) percent of the

amount of the Performance Security to cover the Defects Liability Period.

- 30.2 The Procuring Entity may claim against the security if any of the following events occurs for fourteen (14) days or more.
- (a) The Contractor is in breach of the Contract and the Procuring Entity has duly notified him or her ; and
 - (b) The Contractor has not paid an amount due to the Procuring Entity and the Procuring Entity has duly notified him or her.
- 30.3 In the event the Contractor is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Procuring Entity may call the full amount of the Performance Security.
- 30.4 If there is no reason to call the Performance Security, the Performance Security shall be discharged by the Procuring Entity and returned to the Contractor not later than twenty-eight (28) days after the Defects Liability Period has passed.

E. Completion of Contract

31. Completion

- 31.1 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.

32. Completion Certificate and Taking Over

- 32.1 The Project Manager shall, within fourteen (14) days after receiving the Contractor's application stated under GCC Sub Clause 31.1;
- (a) issue the Completion Certificate to the Contractor, stating the date on which the Works or part thereof were completed in accordance with the Contract, except for any minor outstanding work and defects which may not substantially affect the use of the Works or part thereof for their intended purpose (either until or whilst this work is completed and these defects are remedied); or
 - (b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Completion Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub Clause.
- 32.2 The Procuring Entity shall Take-Over the Site and the Works within fifteen (15) days of the Project Manager issuing a Completion Certificate under GCC Sub Clause 32.1 .

33. Amendment to Contract

- 33.1 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.

34. Final Account

- 34.1 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.
- 34.2 The Project Manager shall certify the **Final Payment** within thirty days (30) days of receiving the Contractor's account if the payable amount claimed by the Contractor is correct and the corresponding works are completed.
- 34.3 If it is not, the Project Manager shall issue within thirty (30) days a **Defects Liability Schedule** under GCC Sub Clause 19.1 that states the scope of the corrections or additions that are necessary.

- 35. Release from Performance** 35.1 If any event or circumstance outside the control of the parties (including, but not limited to, **Force Majeure**) arises which makes it impossible or unlawful for either or both parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the parties to be released from further performance of the Contract, then upon notice by either party to the other party of such event or circumstance:
- (a) 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 and Settlement of Disputes

- 36. Termination** 36.1 **Termination for Default**
- (a) The Procuring Entity or the Contractor, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of Contract.
- (b) Fundamental breaches of the Contract shall include, but shall not be limited to, the following:
- (i) 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;
 - (ii) 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;
 - (iii) 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 29.2;
 - (iv) 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;
 - (v) the Contractor, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices as defined in GCC Clause 2, in competing for or in executing the Contract.
- 37. Payment upon Termination** 37.1 If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 36.1.1 by the Contractor, the Project Manager shall issue a certificate for the value of the Works done and Plant and Materials ordered less advance payments received up to the date of the issue of the certificate and less the amount from percentage to apply to the contract value of the works not completed, as indicated in the **PCC**.
- 38. Property** 38.1 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 Arbitration

39. Settlement of Disputes

39.1 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.

39.2 Arbitration

- (a) If the parties are unable to reach a settlement as per GCC Clause 39.1 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.
- (b) The arbitration shall be conducted in accordance with the Arbitration Act (**Act No 1 of 2001**) of Bangladesh as at present in force and in the place shown in the **PCC**.

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(d)	The Contractor is <i>[Name, address]</i>
GCC 1.1(t)	The Procuring Entity is Bangladesh Water Development Board (BWDB) represented by Executive Engineer, Sunamganj O&M Division, BWDB, Sunamganj.
GCC 1.1(u)	The Engineer is the Name: Md. Mizanur Rahman, Executive Engineer, Address: Sunamganj O&M Division, BWDB, Sunamganj.
GCC 1.1(v)	The place of supplying the bags is located <i>Sunamganj Sadar, Chattak, Dowarabazar, Bishambarpur UNO Office and as per direction of Engineer in charge.</i>
GCC 1.1(aa)	The Supply consists of Supply 50 kg synthetic bag.
GCC 3.1 (j)	Other documents forming part of the Contract are; Not Applicable. <i>[list other documents viz. Site Investigation Reports, relevant correspondences prior to signing of the Contract agreement etc.]</i>
GCC 5.1	Exact location of the supplying the bags to the contractor as per requirement and as per direction of Engineer in charge.
GCC 10.1	The Start Date shall be as per requirement and as per direction of Engineer in charge. <i>[it is the last date when the Contractor shall commence execution of the Works under the Contract]</i>
GCC 11.1	The Intended Completion Date for the whole of the Works shall be within 7 (Seven) Days from starting date in charge.
GCC 12.1	The Contractor shall submit a Programme for the Works within 1 (One) days of signing the Contract.
GCC 19.2	The Defects Liability Period is 180 days.
GCC 20.2	The Contract price is <i>[insert the amount]</i>
GCC 27.1(f)	The following additional events shall also be the Compensation Events: <i>[list events or state none]</i>
GCC 28.1	The proportion of payments retained is 10% (Ten) percent. <i>[state 'none' if not applicable. If applicable then the proportion of Retention Money shall be equal to the percentage-shortfall of ten (10) percent of Performance Security determined at the time of signing the Contract.</i> <i>Again in case of unbalanced Tender or because of front loading, provision for Retention Money shall not be applicable]</i>

GCC 29.1	The liquidated damages for the whole of the Works are half of one percentage of the final contract price per week of delay. The maximum amount of liquidated damages of the whole of the Works is 10 percent of the final contract price. <i>[usually the percent-rate of liquidated damages is set at between 0.05 and 0.10 of ONE (1) percent of final Contract price of the uncompleted Works or any part there of it's per day of delay]</i> <u>Guide to application of GCC Sub Clause 28.1 above</u> <i>[Liquidated damages is equivalent to an amount to be determined in accordance with the following formula</i> $T_{LD} = V_{UW} \times P \times n$ <i>Where;</i> T_{LD} = Total amount of Liquidated Damages V_{UW} = Value of Uncompleted Works (i.e. works not having been completed as of the expiry of the Intended Completion Date plus the works completed after the expiry of the Intended Completion Date). V_{UW} shall be calculated by deducting the value of the completed works under the Contract from the total Contract price. P = Percent-rate at which the Liquidated Damages shall be imposed for every day of delay of the final Contract price of the uncompleted Works or any part there of. n = No of days of delay for completion of works under the Contract]
GCC 29.2	The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is 10% (Ten) percent of the final Contract price of the whole of the Works. <i>[usually the total amount of liquidated damages shall not exceed ten (10) percent of the final Contract price for the whole of the Works]</i>
GCC 37.1	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% (Twenty) percent. <i>[usually between ten (10) to twenty (20) percent depending on the nature of the Works]</i>
GCC 39.2(b)	The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the office of the Superintending Engineer, Sylhet O&M Circle, BWDB, Sylhet.

Section 5. Tender & Contract Forms

Form	Title
Tender Forms	
PW2 ñ 1	Tender Submission Letter
PW2 ñ 2	Tenderer's Information
PW2 ñ 3	Bank Guarantee for Tender Security (<i>when this option is chosen</i>)
Contract Forms	
PW2 ñ 4	Notification of Award
PW2 ñ 5	Contract Agreement
PW2 ñ 6	Bank Guarantee for Performance Security (<i>when this option is chosen</i>)

Forms **PW2-1** to **PW2-3** comprises part of the Tender Format and should be completed as stated in ITT Clauses.12.1

Forms **PW2-4** to **PW-6** comprises part of the Contract as stated in GCC Clause 3.

Tender Submission Letter (Form PW2-1)

*[This letter should be completed and signed by the Authorised Signatory
preferably on the Letter-Head Pad of the Tenderer]*

To: <i>[Name and address of Procuring Entity]</i>	Date :	
Invitation for Tender No:	Tender Package No:	Lot No:

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

The Tender Price is: (ITT Clause 13)	<i>Taka [state amount in figures] and Taka[state amount in words]</i>
---	---

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

- (a) our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 16.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) a Tender Security is attached in the form of a *[pay order/ bank draft/ bank guarantee]* in the amount stated in the Tender Data Sheet (ITT Sub Clause 17.1) and valid for a period of twenty eight (28) days beyond the Tender validity date;
- (c) if our Tender is accepted, we commit to furnishing a Performance Security within the time stated under ITT Sub Clause 37.2 in the amount stated in the Tender Data Sheet (ITT Sub Clause 37.1) and valid for a period of twenty eight (28) days beyond the date of issue of the Completion Certificate of the Works;
- (d) we have examined and have no reservations to the Tender Document, issued by you on *[insert date]*;
- (e) We, declare that we are eligible to participate in this Tender and meet the eligibility criteria specified in the Tender Document (ITT Clause 3);
- (f) furthermore, we are aware of ITT Clause 2.2 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract
- (g) 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

Attachment 1: Written confirmation authorising the above signatory (ies) to commit the Tenderer
[ITT Sub Clause 12.1]

Tenderer Information (Form PW2-2)

[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 ñClauses 3 & 12]				
1.1	Tenderer's legal title			
1.2	Tenderer's registered address			
1.3	Tenderer's year of registration			
1.4	(VAT) Number			
1.5	(TIN) Number			
2. Qualification Information of the Tenderer				
2.1	Specific Experience in Construction Works of Tenderer [ITT ñ Clause 7.1] Completed Contracts of similar nature, complexity and methods/construction technology			
	Contract No	[insert reference no] of [insert year]		
	Name of Contract	[insert name]		
	Role in Contract <i>[tick relevant box].</i>	Prime Contractor	Subcontractor	Management Contractor
	Award date	[insert date]		
	Completion date	[insert date]		
	Total Contract Value	[insert amount]		
	Procuring Entity's Name & Address			
2.2	Average annual construction turnover [ITT Sub Clause 8.1(a)] <i>[Certificate of payments received for each year of works in progress or completed, at the end of the period reported]</i>			
	Year	Amount	Taka	
2.3 Financial Resources available to meet the construction cash flow [ITT Sub Clause 8.1(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 15.1(a), (b) & (c).				
2.4 Contact Details [ITT Sub Clause 15.1 (d) & (e)]				
	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			

Bank Guarantee for Tender Security (Form PW2-3)

[This is the format for the Tender Security to be issued by a scheduled Bank of Bangladesh in accordance with ITT Sub Clause 18.2]

Invitation for Tender No:

Date:

Tender Package / Lot No:

To:[Name and address of the Procuring Entity]

TENDER GUARANTEE No:

We have been informed that *[name of Tenderer]* (hereinafter called 'the Tenderer') intends to submit to you its Tender dated *[date of Tender]* (hereinafter called 'the Tender') for the 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 Tender must be supported by a Bank Guarantee for Tender Security.

At the request of the Tenderer, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk *[insert amount in figures and words]* upon receipt by us of your first written demand accompanied by a written statement that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- a. has withdrawn its Tender after opening of Tenders but within the validity of the Tender Security; or
- b. refused to accept the Notification of Award (NOA) within the period as stated under ITT; or
- c. failed to furnish Performance Security within the period stipulated in the NOA; or
- d. refused to sign the Contract Agreement by the time specified in the NOA; or
- e. did not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT.

This guarantee will expire

- (a) if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Contract Agreement signed by the Tenderer or a copy of the Performance Security issued to you in accordance with the ITT; or
- (b) if the Tenderer is not the successful Tenderer, twenty eight (28) days after the expiration of the Tenderer's Tender validity period, being *[date of expiration of the Tender validity plus twenty eight (28) days]*.

Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

Notification of Award (Form PW2-4)

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:

- i. accept in writing the Notification of Award within seven (7) working days of its issuance pursuant to ITT Sub Clause 36.1
- ii. furnish a Performance Security in the amount of Tk *[state amount in figures and words]*, within seven (7) working days of acceptance of this Notification of Award but not later than *[specify date]*, in accordance with ITT Clause 37.2
- iii. sign the Contract within fourteen (14) working days of issuance of this Notification of Award but not later than *[specify date]*, in accordance with ITT Sub Clause 40.1

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 PW2-5)

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:
 - (a) the signed Contract Agreement
 - (b) the Notification of Award
 - (c) the completed Tender and the appendices to the Tender
 - (d) the Particular Conditions of Contract
 - (e) the General Conditions of Contract
 - (f) the Technical Specifications
 - (g) the General Specifications
 - (h) the Drawings
 - (i) the priced Bill of Quantities and the Schedules
 - (j) 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

For the Contractor

Signature

Name

National ID No.

Title

In the presence of

Name

Address

Bank Guarantee for Performance Security (Form PW2-6)

[This is the format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Clauses 37, 38 & 39]

Contract No: [insert reference number]

Date: [insert date]

To:

[insert Name and address of Procuring Entity]

PERFORMANCE GUARANTEE No:

We have been informed that *[name of Contractor]* (hereinafter called 'the Contractor') has undertaken, pursuant to Contract No *[insert reference number of Contract]* dated *[insert date of Contract]* (hereinafter called 'the Contract'), the execution of works *[description of works]* under the Contract.

Furthermore, we understand that, according to your conditions, the Contract must be supported by a Bank Guarantee for Performance Security.

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

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

Signature

Signature

SECTION : 6 BILL OF QUANTITY

Schedule of item for Supplying 50kg new synthetic bag for Sunamganj O&M Sub-division-1, Bwdb, Sunamganj under Sunamganj O&M Division BWDB, Sunamganj During The year 2011-2012.

Package No- Supply/W-63

Sl no. / Code no.	Description of item	Quantity of works.	Unit of works.	Engineers Estimate	Total amount in Tk.
1	2	3	4	5	6
01/ 40-415	Supplying new synthetic bas at site.	52000 kg	P/kg	4,95,040.00	
40-415-10	Synthetic bag; Capacity: 50 kg				
				Total Taka	

Maximum allowable amount (5% above) of Engineer's Estimate Tk. 5,19,792.00 (Taka five lakh nineteen thousand seven hundred ninety two) only.

Minimum allowable amount (5% below) of Engineer's Estimate Tk. 4,70,288.00 (Taka four lakh seventy thousand two hundred eighty eight) only.

Total Price of Tender (In figure):

Total Price of Tender (In word):

Name of Tenderer :

Address:

Telephone No:

Bank Guarantee/Bank Draft/Pay Order no:

Name of the bank:

Signature of Contractor :


 (Md. Mizanur Rahman)
 Executive Engineer
 Sunamganj O & M Division,
 BWDB, Sunamganj.
 20/02/12

Section 7. General Specifications

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 goods and 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 goods, materials, and workmanship, recognized national standards should be used as much as possible. Where other particular standards are used the specifications should state that goods, 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 goods and 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.

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.

Section 8. Particular Specifications

Notes on Particular Specifications

If an item of the Works is not covered in the General Specifications or if any specification clause requires that further details as to precise requirements for the particular Works are to be given or needs to be modified or clarified then these should be reflected in the Particular Specifications. Where the Particular Specification clause replaces or clarifies an existing clause of the General Specification then the same clause numbering system need to be followed.

Section 9. Drawings

Notes on Drawings

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder. The Drawings shall be dated, numbered and show the revision number.

Bangladesh Water Development Board



TENDER DOCUMENT (NATIONAL) FOR THE PROCUREMENT OF WORKS

Supplying 50kg new synthetic bag for Sunamganj O&M Sub-division-2, BWDB, Sunamganj under Sunamganj O&M Division BWDB, Sunamganj During The year 2011-2012.

Issued on : 20.03.2012
Invitation for Tender No. : 10/2011-12
(Memo No-T-3/1737(100) Date: 20.03.2012)
Package No. : Supply/W-64

Sunamganj O&M Division
BWDB, Sunamganj.

3

Table of Contents

Section 1. Instructions to Tenderers	1
A. General	1
1. Scope of Tender.....	1
2. Corrupt, Fraudulent, Collusive or Coercive Practices	1
3. Eligible Tenderers	1
B. Tender Document	2
4. Clarification of Tender Document.....	2
5. Addendum to Tender Document.....	2
C. Qualification Criteria	2
6. General	2
7. Experience Criteria.....	2
8. Financial Criteria.....	2
9. Subcontractor(s).....	2
D. Tender Preparation	2
10. Only one Tender	2
11. Language of Tender	2
12. Contents of Tender.....	3
13. Tender Prices	3
14. Tender Currency.....	3
15. Documents Establishing the Tenderer's Qualification	3
16. Validity Period of Tender.....	4
17. Tender Security.....	4
18. Form of Tender Security.....	4
19. Forfeiture of Tender Security	4
E. Tender Submission	4
20. Sealing & Marking of Tender	4
21. Deadline for Submission of Tender.....	4
22. Modification, Substitution or Withdrawal of Tender	4
23. Tender Modification	4
24. Tender Substitution.....	4
25. Withdrawal of Tender.....	4
F. Tender Opening & Evaluation	5
26. Tender Opening	5
27. Evaluation of Tenders.....	5
28. Preliminary Examination.....	5
29. Technical Examination & Responsiveness.....	5
30. Clarification on Tender	6
31. Correction of Arithmetical Errors	6
32. Financial Evaluation.....	6
33. Price Comparison.....	6
34. Negotiations	6
35. Post-qualification.....	6
G. Contract Award	6
36. Notification of Award	6
37. Performance Security	7
38. Validity of Performance Security	7
39. Authenticity of Performance Security.....	7
40. Contract Signing.....	7
41. Right to Complain.....	7
Section 2. Tender Data Sheet	8
A. General	8
B. Tender Document	8
C. Qualification Criteria	8
D. Tender Preparation	9
E. Tender Submission	9
F. Tender Opening and Evaluation	9

G. Contract Award	9
Section 3. General Conditions Of Contract.....	10
A. General	10
1. Definitions.....	10
2. Corrupt, Fraudulent, Collusive or Coercive Practices	12
3. Documents Forming the Contract and Priority of Documents.....	12
4. Eligibility	12
5. Possession of the Site.....	12
6. Procuring Entity's Responsibilities	13
7. Contractor's Responsibilities	13
8. Taxes and Duties	13
9. Contractor's Personnel	13
B. Time Control.....	13
10. Start Date	13
11. Intended Completion Date	13
12. Programme of Works	13
13. Extension of the intended completion time	13
C. Quality Control	13
14. Execution of Works	13
15. Identifying Defects	13
16. Testing.....	13
17. Rejection of Works	14
18. Remedial Work	14
19. Correction of Defects.....	14
D. Cost Control	14
20. Contract Price	14
21. Bill of Quantities (BOQ).....	14
22. Changes in the Quantities and Unit Rate or Price	14
23. Variations	15
24. Costing of Variation Orders.....	15
25. Payment Certificates	16
26. Payments to the Contractor.....	16
27. Compensation Events	16
28. Retention Money	16
29. Liquidated Damages	16
30. Performance Security	17
E. Completion of Contract	17
31. Completion	17
32. Completion Certificate and Taking Over	17
33. Amendment to Contract	17
34. Final Account.....	17
35. Release from Performance	18
F. Termination and Settlement of Disputes	18
36. Termination.....	18
37. Payment upon Termination	18
38. Property.....	18
G. Disputes and Arbitration	19
39. Settlement of Disputes	19
Section 4. Particular Conditions of Contract.....	20
Section 5. Tender & Contract Forms	20
Section 6. Bill of Quantities	Error! Bookmark not defined.
Section 7. General Specifications	30
Section 8. Particular Specifications	31
Section 9. Drawings.....	32

Section 1. Instructions to Tenderers

A. General

- | | |
|--|--|
| 1. Scope of Tender | 1.1 The Procuring Entity, as indicated in the Tender Data Sheet (TDS) issues this Tender Document for the procurement of Works and associated 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. Corrupt, Fraudulent, Collusive or Coercive Practices | <p>2.1 The Government requires that Procuring Entities, as well as Tenderers and Suppliers shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-</p> <ul style="list-style-type: none">(a) strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 (Act 24 of 2006);(b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;(c) that neither its 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. <p>2.2 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against any Tenderer alleged to have carried out such practices, the Procuring Entity shall -</p> <ul style="list-style-type: none">(a) exclude the concerned Tenderer from further participation in the particular Procurement proceeding; or(b) reject any recommendation for award that had been proposed for that concerned Tenderer;or(c) 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. |
| 3. Eligible Tenderers | <p>3.1 If so specified in TDS, only Enlisted Tenderers of the categories specified in the TDS are eligible to participate in the Tender under Limited Tendering Method.</p> <p>3.2 In case of Open Tendering Method, invitation for Tenders is open to all potential Tenderers.</p> <p>3.3 The Tenderer shall have the legal capacity to enter into the Contract.</p> <p>3.4 Tenderers and all parties constituting the Tenderer shall not have a conflict of interest pursuant to Rule 55 of the Public Procurement Rules, 2008.</p> <p>3.5 The 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 2 .</p> <p>3.6 The Tenderer is solvent, e.g. the Tenderer is financially capable to perform the contract for the proposed Procurement.</p> <p>3.7 The Tenderer shall have fulfilled its obligations to pay taxes under the provisions of laws and regulations of Bangladesh.</p> |

B. Tender Document

- | | |
|--|--|
| 4. Clarification of Tender Document | 4.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the TDS before two-third of time allowed for preparation and submission of Tender elapses. |
| 5. Addendum to Tender Document | 5.1 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 pursuant to Rule 95 of the Public Procurement Rules, 2008. |

C. Qualification Criteria

- | | |
|-------------------------------|---|
| 6. General | 6.1 Tenderer to be qualified by meeting predefined, precise minimum requirements, which entails setting pass/fail criteria, which if not met by the Tenderer, will be considered as non-responsive.

6.2 To qualify for a multiple number of lots in a package for which Tenders are invited in the invitation for Tenders, the Tenderers shall demonstrate having resource and experience sufficient to meet the aggregate of the qualifying criteria for individual lots. |
| 7. Experience Criteria | 7.1 The Tenderer shall have the construction experience of satisfactory completion of similar works of a minimum value under a single or multiple numbers of contracts over a period, as specified in the TDS . |
| 8. Financial Criteria | 8.1 The Tenderer shall have the following minimum level of financial capacity to qualify for the performance of the Works under the Contract.

(a) the average annual construction turnover as specified in the TDS during the period specified in the TDS

(b) availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the TDS . |
| 9. Subcontractor(s) | 9.1 The successful Tenderer shall under no circumstances assign the Works or any part of it to the Subcontractor(s). |

D. Tender Preparation

- | | |
|-------------------------------|--|
| 10. Only one Tender | 10.1 The Tenderer who submits or participates in more than one (1) Tender in one (1) lot will cause all the Tenders of that particular Tenderer to be rejected |
| 11. Language of Tender | 11.1 The Tender shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or <i>Bangla</i> . |

12. Contents of Tender

- 12.1 The Tender prepared by the Tenderer shall comprise the following:
- (a) Tender Submission Letter (**Form PW2-1**), 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 considered as non-responsive as being incomplete;
 - (b) Tenderer Information (**Form PW2-2**);
 - (c) The priced Bill of Quantities using the form(s) furnished in **Section 6: Bill of Quantities**;
 - (d) Tender Security as stated under ITT Clauses **17 & 18**;
 - (e) Valid Trade License;
 - (f) The original and copy of the Tender, signed by the Person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written authorization and shall be attached to the Tender Submission Letter (**Form PW2-1**);
 - (g) an affidavit confirming that the Tenderer is not insolvent as stated under ITT Sub Clause 3.6;
 - (h) a certificate, that the Tenderer is a Tax payer having valid Tax Identification Number(TIN) and VAT registration number as a proof of fulfilment of taxation obligations as stated under ITT Sub Clause 3.7;
 - (i) Documentary evidence as stated under ITT Clause 15; and
 - (j) any other document as specified in the **TDS**.

13. Tender Prices

- 13.1 The Tenderer 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.
- 13.2 All applicable taxes, custom duties, VAT and other levies payable by the Contractor under the Contract shall be included in the unit rates, prices and the total Tender price submitted by the Tenderer.
- 13.3 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.
- 13.4 The price of a Contract shall be fixed in which case the unit rates or prices may not be modified in response to changes in economic or commercial conditions.

14. Tender Currency

- 14.1 The Tenderer shall quote all prices in the Tender Submission Letter and in the Bill of Quantities in Bangladesh Taka.

15. Documents Establishing the Tenderer's Qualification

- 15.1 Tenderers shall complete and submit the Tenderer Information (**Form PW2-2**) and shall include documentary evidence, as applicable to satisfy the following:
- (a) details of specific experience in construction works of similar nature and size on case-by-case procurement proceedings performed for each of the last years along with the sums, dates and recipients; public or private as stated under ITT clause 7.
 - (b) details of average annual construction turnover for a period as stated under ITT Sub Clause 8.1(a);
 - (c) details of adequacy of working capital for this Contract i.e. access to line(s) of credit and availability of other financial resources as stated under ITT Sub Clause 8.1(b);
 - (d) details of Procuring Entities who may be contacted, if necessary, by this Procuring Entity; and
 - (e) authority to seek references from the Tenderer's bankers or any other sources.

16. Validity Period of Tender	16.1	Tenders shall remain valid for the period specified in the TDS after the date of Tender submission deadline prescribed by the Procuring Entity.
	16.2	A Tender valid for a period shorter than that specified shall be considered as non-responsive.
17. Tender Security	17.1	Tender Security as specified is TDS .
18. Form of Tender Security	18.1	The Tender Security shall be at the Tenderer's option, be either in the form of a bank draft or pay order.
	18.2	The Tender Security may be in the form of an irrevocable bank guarantee issued by a scheduled Bank of Bangladesh, in the format (Form PW2-3) furnished in Section 5: Tender and Contract Forms.
	18.3	The Tender Security shall remain valid for at least twenty eight (28) days beyond the expiry date of the Tender Validity.
	18.4	Tender not accompanied by a valid Tender Security shall be considered as non-responsive.
19. Forfeiture of Tender Security	19.1	The Tender security pursuant to Rule 25 of the Public Procurement Rules, 2008 may be forfeited if a Tenderer:
	(a)	withdraws its Tender after opening of Tenders but within the validity of the Tender; or
	(b)	refuses to accept a Notification of Award ; or
	(c)	fails to furnish performance security; or
	(d)	refuses to sign the Contract ; or
	(e)	does not accept the correction of the Tender price following the correction of arithmetic errors

E. Tender Submission

20. Sealing & Marking of Tender	20.1	The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 12 and clearly mark it "ORIGINAL." In addition, the Tenderer shall prepare one (1) copy of the tender, and clearly mark "COPY." In the event of any discrepancy between the original and the copy, the ORIGINAL shall prevail.
21. Deadline for Submission of Tender	21.1	Tenders shall be delivered by hand or by mail, including courier services at the address(s) as specified in the TDS and no later than the date and time specified in the TDS . Late submissions will not be considered.
22. Modification, Substitution or Withdrawal of Tender	22.1	A Tenderer 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 21.
23. Tender Modification	23.1	The Tenderer shall not be allowed to retrieve its original Tender, but shall be allowed to submit corresponding modification to its original Tender marked as "MODIFICATION" .
24. Tender Substitution	24.1	The Tenderer shall not be allowed to retrieve its original Tender, but shall be allowed to submit another Tender marked as "SUBSTITUTION" .
25. Withdrawal of Tender	25.1	The Tenderer shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as "WITHDRAWAL"

F. Tender Opening & Evaluation

- | | |
|---|---|
| 26. Tender Opening | <p>26.1 Tenders shall be opened pursuant to Rule 97 following steps in Part D of Schedule IV of the Public Procurement Rules, 2008.</p> <p>26.2 Tenders shall be opened immediately after the deadline for submission of Tenders at the primary place as specified in the TDS but no later than ONE HOUR after expiry of the submission deadline at the same primary place.</p> |
| 27. Evaluation of Tenders | <p>27.1 The 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 broad steps:</p> <ul style="list-style-type: none"> (a) Preliminary examination (b) Technical examination and responsiveness (c) Financial evaluation and price comparison (d) Post-qualification of the lowest evaluated responsive Tender. |
| 28. Preliminary Examination | <p>28.1 The TEC shall firstly examine the Tenders to confirm that all documentation requested in ITT Clause 12 has been provided. Examination of the compliance, adequacy and authenticity of the documentary evidence may follow the order below.</p> <ul style="list-style-type: none"> (a) verification of the completeness of the eligibility declarations in the Tender Submission Sheet (Form PW2-1); (b) verification of the Trade License. (c) verification of the eligibility in terms of legal capacity and fulfilment of taxation obligations by the Tenderer as stated under ITT Clause 3 & 12 (d) verification of that the Tenderer is not insolvent as stated under ITT Clause 3 & 12 (e) verification of that the written authorisation confirming the signatory of the Tenderer to commit the Tender has been attached with the Tender Submission Letter (Form PW2-1). (f) verification of the validity and authenticity of the Tender Security as stated under ITT Clause 17 & 18, if any <p>28.2 The TEC shall confirm that the above documents and information have been provided in the Tender and the completeness of the documents and compliance of instructions given in corresponding ITT Clauses shall be verified, failing which the tender shall be considered as non-responsive.</p> |
| 29. Technical Examination & Responsiveness | <p>29.1 Only those Tenders surviving preliminary examination need to be examined in this phase</p> <p>29.2 Secondly, the TEC will examine the adequacy and authenticity of the documentary evidence as stated under ITT Clause 15.</p> <p>29.3 The TEC will further examine the terms and conditions specified in Section 7: General Specifications and Section 8: Particular Specifications.</p> |

- 29.4 If after the examination, TEC determines that the Tender has complied the terms and conditions and the technical aspects, set out in ITT Sub Clause **29.2 & 29.3**, it shall be considered responsive.
- 30. Clarification on Tender**
- 30.1 The 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.
- 30.2 If the lowest Evaluated Tender is not balanced or is front loaded in the opinion of the TEC, the TEC may require the Tenderer to produce detailed breakdown of unit price or rates for any or all items of the BOQ, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.
- 30.3 If a Tenderer does not provide clarifications of its Tender by the date and time set in the TEC's written request for clarification, its Tender shall not be considered in the evaluation.
- 31. Correction of Arithmetical Errors**
- 31.1 The TEC shall correct any arithmetic errors that are discovered during the examination of Tenders, and shall promptly notify the concerned Tenderer(s) of any such correction(s) pursuant to Rule 98(11) of the Public Procurement Rule, 2008.
- 31.2 Any Tenderer that does not accept the correction of the Tender amount following correction of arithmetic errors as determined by the application of ITT Sub-Clause 31.1 shall be considered as non-responsive.
- 32. Financial Evaluation**
- 32.1 **Thirdly** the TEC, pursuant to Rule 98 of the Public Procurement Rules, 2008, will evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the mandatory requirements set out in the Tender Document.
- 32.2 To evaluate a Tender, the TEC will consider the following:
- (a) the Tender price as stated under ITT Clause 13;
 - (b) adjustments for correction of arithmetical errors pursuant to ITT Clause 31 .
- 33. Price Comparison**
- 33.1 The TEC will compare all responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 32.
- 34. Negotiations**
- 34.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer pursuant to Rule 99 of the Public Procurement Rules, 2008.
- 35. Post-qualification**
- 35.1 After determining the lowest evaluated responsive Tender in accordance with ITT Clause 33, the Procuring Entity's TEC pursuant to Rule 100 of the Public Procurement Rules, 2008, shall carry out the Post-qualification of the Tenderer, using only the requirements specified in **Sub-section C: Qualification Criteria**.

G. Contract Award

- 36. Notification of Award**
- 36.1 Prior to the expiry of the Tender Validity period and within seven (7) working days of receipt of the approval of the award by the Approving Authority, the Procuring Entity pursuant to Rule 36(4) (a) and 102 of the Public Procurement Rules, 2008, shall issue the Notification of Award (NOA) to the successful Tenderer.

- | | |
|---|--|
| 37. Performance Security | <p>37.1 The Performance Security shall be provided by the successful Tenderer in the amount as specified in the TDS.</p> <p>37.2 Within Seven (7) working days from the date of acceptance of the Notification of Award (NOA) but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security</p> <p>37.3 The Performance Security shall be in the form of a Bank draft, pay order or an irrevocable Bank Guarantee in the format (Form PW2-6), issued by any scheduled bank of Bangladesh acceptable to the Procuring Entity.</p> <p>37.4 The Procuring Entity may increase the amount of the Performance Security above the amounts as stated under ITT Sub Clause 37.1 pursuant to Rule 27(2) & Rule 98(13) of the Public Procurement Rules, 2008 but not exceeding twenty (20) percent of the Contract price, if it is found that the Tender is unbalanced and/or front loaded as stated under ITT Sub-Clause 30.2.</p> |
| 38. Validity of Performance Security | <p>38.1 The Performance Security shall be required to be valid until a date twenty eight (28) days beyond the Intended Completion Date as specified in Tender Document.</p> |
| 39. Authenticity of Performance Security | <p>39.1 The Procuring Entity shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the bank issuing the Pay Order, Bank Draft or irrevocable Bank Guarantee in specified format.</p> |
| 40. Contract Signing | <p>40.1 Within fourteen (14) working days of issuance of the NOA, the successful Tenderer and the Procuring Entity shall sign the contract provided that the Performance Security submitted by the Tenderer is found to be genuine.</p> |
| 41. Right to Complain | <p>41.1 Any Tenderer has the right to complain if it has suffered or likely to suffer loss or damage due to a failure of a duty imposed on the Procuring Entity to fulfil its obligations in accordance with Section 29 of the Public Procurement Act 2006 and Part 12 of Chapter Three of the Public Procurement Rules, 2008. .</p> |

Section 2. Tender Data Sheet

<i>Instructions for completing Tender Data Sheet are provided in italics in parenthesis for the relevant ITT clauses</i>	
ITT Clause	Amendments of, and Supplements to, Clauses in the Instructions to Tenderers
A. General	
ITT 1.1	The Procuring Entity is <i>[state name of Procuring Entity]</i>
	The Name of the Tender is: Tender No-10/2011-2012 Title of the Works: Supplying 50kg new synthetic bag for Sunamganj O&M Sub-division-2, BWDB, Sunamganj under Sunamganj O&M Division BWDB, Sunamganj During The year 2011-2012. Tender Ref: T-3/1737(100) Dated: 20.03.2012 Package No(s): Supply/W-64
ITT 3.1	All Individuals/Firms having enlistment of Sunamganj O&M Division, BWDB, Sunamganj for the year 2011-12. are eligible.
B. Tender Document	
ITT 4.1	For clarification of Tender Document purposes only, the Procuring Entity's address is: Attention: Executive Engineer, Sunamganj O&M Division, BWDB, Sunamganj. Address: BWDB, Sunamganj. Telephone: 0871-61528 Fax: 0871-55484 Electronic mail address: xen.sunamganj@gmail.com
C. Qualification Criteria	
ITT 7.1	A satisfactory completion of similar works of at least Tk <i>[insert amount]</i> under <i>[state number]</i> of contract(s) over a period of <i>[state number]</i> years shall be required. Not Applicable.
ITT 8.1(a)	The required average annual construction turnover shall be greater than Tk <i>[insert amount]</i> over the last <i>[state number]</i> years. Not Applicable.

ITT 8.1(b)	The minimum amount of liquid assets or working capital or credit facilities of the Tenderer shall be Tk 2.50 Lac. <i>[usually the required liquid asset is the equivalent of 2-6 months payment flow at the average construction rate (straight line distribution), accessible or available after taking into account the financial requirements of existing commitments. The actual period will depend on the speed with which the Procuring Entity will pay the Contractor's monthly certificate, allowing time to prepare an invoice, for the Project Manager's time to certify it, and at least one month contingency for preparing the cheque and making actual payment.]</i> Example: <table border="0"> <tr> <td>Contract Value:</td><td>Tk 24 lakh</td></tr> <tr> <td>Contract period:</td><td>12 months</td></tr> <tr> <td>Assuming work time:</td><td>1 month</td></tr> <tr> <td>Invoice period:</td><td>0.5 month</td></tr> <tr> <td>Certification Time:</td><td>0.5 month</td></tr> <tr> <td>Contingency Time:</td><td>1 month</td></tr> </table> <i>Therefore, the minimum required liquid asset will be Tk. 6 lakh, i.e. 3 months cash flow based on the above assumptions.]</i> [for Tenders where the package contains more than one (1) lot, this qualification requirements shall be mentioned separately for each lot in the package]	Contract Value:	Tk 24 lakh	Contract period:	12 months	Assuming work time:	1 month	Invoice period:	0.5 month	Certification Time:	0.5 month	Contingency Time:	1 month
Contract Value:	Tk 24 lakh												
Contract period:	12 months												
Assuming work time:	1 month												
Invoice period:	0.5 month												
Certification Time:	0.5 month												
Contingency Time:	1 month												

D. Tender Preparation

ITT 12.1(j)	The Tenderer shall submit with its Tender the following additional documents: - Enlistment Copy - Valid Trade Licence, - Vat Registration, - TIN Number, - Nationality Certificate, - Business Address, - Declaration about legal capacity to enter into the contract, - Litigation history, if any,
ITT 16.1	The Tender Validity period shall be 60 (sixty) days. <i>[normally 60 to 90 days deemed reasonable]</i>
ITT 17.1	The amount of the Tender Security shall be Tk. 12,500.00 (Twelve Thousand Five Hundred) only. <i>[note: Not exceeding three percent (3%) of the official estimated cost but as a fixed amount]</i>

E. Tender Submission

ITT 21.1	For <u>Tender submission purposes</u> only, the Employer's address is: Attention: Executive Engineer, Sunamganj O & M Division, BWDB, Sunamganj. The deadline for the submission of Tenders is: Time & Date: 12:00 hrs. on 05.03.2012
----------	--

F. Tender Opening and Evaluation

ITT 26.2	The Tender opening shall take place at: Address : Executive Engineer, Sunamganj O&M Division , BWDB, Sunamganj. Time & Date: 13.00 hrs. on 05.03.2012
----------	---

G. Contract Award

ITT37.1	The amount of Performance Security shall be 10% (Ten) percent of the Contract Price. <i>[ten (10) percent of the Contract price and the total percentage of Retention and Performance Security may not exceed ten (10) percent. Maximum twenty (20) percent of the total Contract price, if it is unbalanced and/or front loaded]</i>
---------	--

Section 3. General Conditions Of Contract

A. General

1. Definitions

- 1.1 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:
- (a) **Act** means The Public Procurement Act, 2006 (Act 24 of 2006).
 - (b) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of contract.
 - (c) **Bill of Quantities** (BOQ) means the priced and completed Bill of Quantities forming part of the Contract defined in GCC Clause 21.
 - (d) **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.
 - (e) **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.
 - (f) **Day** means calendar day unless otherwise specified as working days.
 - (g) **Defect** is any part of the work not completed in accordance with the Contract.
 - (h) **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.
 - (i) **Force Majeure** means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origins not due to negligence or lack of care on the part of the Contractor; such events may include, but not be limited to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
 - (j) **Goods** mean the Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate
 - (k) **GCC** means the General Conditions of Contract.
 - (l) **Government** means the Government of the People's Republic of Bangladesh.

- (m) **"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, 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;
- (n) **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.
- (o) **Month** means calendar month.
- (p) **Original Contract Price** is the Contract Price stated in the Procuring Entity's Notification of Award and further clearly determined in the Contract.
- (q) **Permanent works** means the permanent works to be executed by the Contractor under the Contract.
- (r) **PCC** means the Particular Conditions of Contract.
- (s) **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.
- (t) **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.
- (u) **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.
- (v) **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.
- (w) **Site Investigation Reports** are those that were included in the Tender Document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (x) **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.
- (y) **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.
- (z) **Variation** means any change to the Works directly procured from the original Contractor under some specific conditions and circumstances following approved procedures, which is instructed as a Variation under GCC Clause 23 by the Project Manager that varies the Works.

(aa) **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.

(bb) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

2. Corrupt, Fraudulent, Collusive or Coercive Practices

2.1 The Government requires that Procuring Entities, as well as Tenderers and Suppliers shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-

- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 (Act 24 of 2006);
- (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
- (c) that neither it nor 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.

2.2 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against any Tenderer alleged to have carried out such practices, the Procuring Entity shall -

- (a) exclude the concerned Tenderer from further participation in the particular Procurement proceeding; or
- (b) reject any recommendation for award that had been proposed for that concerned Tenderer or;
- (c) 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.

3. Documents Forming the Contract and Priority of Documents

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

- (a) the signed Contract Agreement (**Form PW2-5**);
- (b) the Notification of Award (**PW2-4**);
- (c) the completed Tender and the appendix to the Tender;
- (d) the Particular Conditions of Contract;
- (e) the General Conditions of Contract;
- (f) the Technical Specifications;
- (g) the General Specifications;
- (h) the Drawings;
- (i) the priced Bill of Quantities and the Schedules; and
- (j) any other document listed in the **PCC** forming part of the Contract.

4. Eligibility

4.1 The Contractor shall be a Bangladeshi national.

5. Possession of the Site

5.1 The Procuring Entity shall give possession of the to the Contractor on the date stated in the **PCC**.

- | | |
|---|---|
| 6. Procuring Entity's Responsibilities | 6.1 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. |
| 7. Contractor's Responsibilities | 7.1 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. |
| 8. Taxes and Duties | 8.1 The Contractor shall be entirely responsible for all taxes, duties, fees, and other such levies imposed inside and outside Bangladesh. |
| 9. Contractor's Personnel | 9.1 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. |

B. Time Control

- | | |
|--|--|
| 10. Start Date | 10.1 Start Date is the date defined in the PCC and it is the last date when the Contractor shall commence execution of the Works under the Contract. |
| 11. Intended Completion Date | 11.1 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. |
| 12. Programme of Works | 12.1 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. |
| 13. Extension of the intended completion time | <p>13.1 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.</p> <p>13.2 The Procuring Entity may extend the Intended Completion Date by twenty (20) percent of the original Contract time as stated under GCC Sub Clause 13.1</p> <p>13.3 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 for the same shall be required to be obtained.</p> |

C. Quality Control

- | | |
|--------------------------------|---|
| 14. Execution of Works | 14.1 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 3. |
| 15. Identifying Defects | 15.1 The Project Manager shall check the works executed by the Contractor and notify the Contractor of any Defects found. |
| 16. Testing | 16.1 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. |

- 16.2 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.
- 17. Rejection of Works**
- 17.1 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.
- 18. Remedial Work**
- 18.1 Notwithstanding any test, the Project Manager by visual inspection or field tests may instruct the Contractor to:
- (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
 - (b) remove and re-execute any other work which is not in accordance with the Contract, and
 - (c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.
- 19. Correction of Defects**
- 19.1 The Project Manager shall issue a **Defects Liability Schedule** for correction of Defects within thirty (30) days from the Contractor's request for **Final Payment** stating the scope of corrections or additions that are necessary.
- 19.2 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.

D. Cost Control

- 20. Contract Price**
- 20.1 The Contract price shall be agreed or determined based on that the Contractor shall pay all taxes, duties and fees required to be paid by him or her under the Contract pursuant to GCC Clause 8.1
- 20.2 The contract Price shall be specified in the **PCC**.
- 21. Bill of Quantities (BOQ)**
- 21.1 Except as otherwise stated in the Contract and notwithstanding any other practice
- (a) measurement shall be made of the net actual quantity of each item of the Permanent Works, and
 - (b) the method of measurement shall be in accordance with the BOQ.
- 21.2 Items of works quantified in the BOQ for which no rates or prices have been quoted shall be deemed covered by the amounts at rates and prices of other items in the Contract and shall not be separately paid for.
- 22. Changes in the Quantities and Unit Rate or Price**
- 22.1 A new rate or price for items included in the BOQ shall, however, be appropriate for an item of work if:
- (a) the final measured quantity of the work done for any particular item in the BOQ is increased or decreased by more than twenty five (25) percent from the quantity of this item in the BOQ, provided that; the cost resulting from such increase or decrease in

quantity of this particular item in the Bill of Quantities multiplied by its specified rate or price is exceeded by one (1) percent of the original Contract price.

- (b) this particular item is not specified in the Contract as a fixed rate item;
- (c) this particular item is not specified in the Contract as for which no rates or prices have been quoted and deemed covered by the amounts at rates and prices of other items in the Bill of Quantities stated under GCC Sub Clause 21.2; and

22.2 The new rate or price for the particular item of work included in the Bill of Quantities described under GCC Sub Clause 22.1 shall be derived by the Project Manager from any relevant rates or prices within the Contract by taking into consideration the context and threshold of the **Variation Order** as stated under GCC Clause 23.

23. Variations

23.1 The Procuring Entity may issue a Variation Order for Procurement of Works and Physical services in favour of the original Contractor to cover any increase or decrease 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 this Contract.

23.2 Variations may include;

- (a) changes to the quantities of any item of work included in the Bill of Quantities as stated under GCC Sub Clause 22.1; not necessarily however, shall always constitute a Variation until the algebraic summation of costs resulting from such increases or decreases in quantities of changing items included in the Bill of Quantities under the Contract exceeds one (1) percent of the original Contract price;
- (b) changes to the quality and other characteristics of any item of work;
- (c) changes to the levels, positions and/or dimensions of any part of the Works;
- (d) omissions of any work unless it is to be carried out by others;
- (e) any additional work, Plant, Materials, or services necessary for the permanent works, including any associated testing, boreholes and other testing and exploratory work; or
- (f) changes to the sequence or timing of execution of the Works.

23.3 The Contractor shall, under no circumstances, proceed to commence the works under any Variation Order unless it has been approved by the **Approving Authority**.

24. Costing of Variation Orders

24.1 The Contractor shall submit a quotation for carrying out the Variation within 7 (seven) days of being requested by the Project Manager.

24.2 If the items of works under Variation Order are exactly the same or similar to those in the Bill of Quantities of the original Contract, the applicable unit rates or prices of those work items in the Bill of Quantities of the original Contract shall be used for costing of those additional work items.

24.3 If not, the unit rates or prices of those new work items shall be based on ;

- (i) the direct unit costs used in the Bill of Quantities of original Contract for other items (e.g. unit cost of cement, steel rebar, formwork, 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; or
- (iii) the direct cost of the new work items based on (i) and (ii) above shall then be combined with the mark-up factor (i.e. taxes, overheads and profit) used by the Contractor in his or her Tender to determine the unit rate or price of the new work item.

	24.4	If the Contractor's quotation is found to be unreasonable, the Project Manager shall exercise his own judgement to fix the Unit rate (s).
25. Payment Certificates	25.1	The basis for payment certificates shall be BOQ used to determine the Contract price.
	25.2	The Contractor shall submit to the Project Manager monthly statements of the estimated value of the works executed less the cumulative amount certified previously.
	25.3	The Project Manager may in any payment certificate make any correction or modification that should properly be made to any previous payment certificate.
	25.4	The Project Manager may withhold the cost of rectification or replacement until such rectification or replacement has been completed, if any thing supplied or work done by the Contractor is not in accordance with the Contract.
26. Payments to the Contractor	26.1	The Procuring Entity shall pay the Contractor in Bangladesh Taka currency, the amounts certified by the Project Manager after due adjustments.
27. Compensation Events	27.1	The following shall be Compensation Events: (a) The Procuring Entity does not give access to or possession of the Site or part of the Site by the Site Possession Date stated in the GCC Sub Clause 5.1; (b) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notification of Award; (c) 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; (d) The Project Manager unreasonably delays issuing a Completion Certificate; (e) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects; (f) Other Compensation Events described in the Contract or determined by the Project Manager in the PCC shall apply
	27.2	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.
28. Retention Money	28.1	The Procuring Entity shall retain from each progressive payment due to the Contractor at the percentage specified in the PCC until completion of the whole of the Works under the Contract.
	28.2	On completion of the whole of the Works, the first half the total amount retained under GCC Sub Clause 28.1 shall be repaid to the Contractor and the remaining second half after the Defects Liability Period has passed.
	28.3	If the provision of Retention Money is not included in this Contract these Sub Clauses shall not apply except the relevant ones.
29. Liquidated Damages	29.1	The Contractor shall be liable to pay Liquidated Damages or in other words the Delay Damages to the Procuring Entity at the rate per day as specified in the PCC for each day of delay from the Intended Completion Date, for the uncompleted Works or for any part thereof.

29.2 The total amount of Liquidated Damages shall not exceed the amount defined in the **PCC**.

29.3 Payment of Liquidated Damages by the Contractor shall not relieve the Contractor from its obligations.

30. Performance Security

30.1 The Performance Security furnished at the time of signing of the Contract Agreement, shall be substituted by a new Security covering fifty (50) percent of the amount of the Performance Security to cover the Defects Liability Period.

30.2 The Procuring Entity may claim against the security if any of the following events occurs for fourteen (14) days or more.

(a) The Contractor is in breach of the Contract and the Procuring Entity has duly notified him or her ; and

(b) The Contractor has not paid an amount due to the Procuring Entity and the Procuring Entity has duly notified him or her.

30.3 In the event the Contractor is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Procuring Entity may call the full amount of the Performance Security.

30.4 If there is no reason to call the Performance Security, the Performance Security shall be discharged by the Procuring Entity and returned to the Contractor not later than twenty-eight (28) days after the Defects Liability Period has passed.

E. Completion of Contract

31. Completion

31.1 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.

32. Completion Certificate and Taking Over

32.1 The Project Manager shall, within fourteen (14) days after receiving the Contractor's application stated under GCC Sub Clause 31.1;

(a) issue the Completion Certificate to the Contractor, stating the date on which the Works or part thereof were completed in accordance with the Contract, except for any minor outstanding work and defects which may not substantially affect the use of the Works or part thereof for their intended purpose (either until or whilst this work is completed and these defects are remedied); or

(b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Completion Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub Clause.

32.2 The Procuring Entity shall Take-Over the Site and the Works within fifteen (15) days of the Project Manager issuing a Completion Certificate under GCC Sub Clause 32.1 .

33. Amendment to Contract

33.1 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.

34. Final Account

34.1 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.

34.2 The Project Manager shall certify the **Final Payment** within thirty days (30) days of receiving the Contractor's account if the payable amount claimed by the Contractor

is correct and the corresponding works are completed.

- 34.3 If it is not, the Project Manager shall issue within thirty (30) days a **Defects Liability Schedule** under GCC Sub Clause 19.1 that states the scope of the corrections or additions that are necessary.

35. Release from Performance

- 35.1 If any event or circumstance outside the control of the parties (including, but not limited to, **Force Majeure**) arises which makes it impossible or unlawful for either or both parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the parties to be released from further performance of the Contract, then upon notice by either party to the other party of such event or circumstance:
- (a) 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 and Settlement of Disputes

36. Termination

36.1 Termination for Default

- (a) The Procuring Entity or the Contractor, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of Contract.
- (b) Fundamental breaches of the Contract shall include, but shall not be limited to, the following:
- (i) 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;
- (ii) 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;
- (iii) 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 29.2;
- (iv) 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;
- (v) the Contractor, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices as defined in GCC Clause 2, in competing for or in executing the Contract.

37. Payment upon Termination

- 37.1 If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 36.1.1 by the Contractor, the Project Manager shall issue a certificate for the value of the Works done and Plant and Materials ordered less advance payments received up to the date of the issue of the certificate and less the amount from percentage to apply to the contract value of the works not completed, as indicated in the **PCC**.

38. Property

- 38.1 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 Arbitration

39. Settlement of Disputes

39.1 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.

39.2 Arbitration

- (a) If the parties are unable to reach a settlement as per GCC Clause 39.1 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.
- (b) The arbitration shall be conducted in accordance with the Arbitration Act (**Act No 1 of 2001**) of Bangladesh as at present in force and in the place shown in the **PCC**.

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(d)	The Contractor is <i>[Name, address]</i>
GCC 1.1(t)	The Procuring Entity is Bangladesh Water Development Board (BWDB) represented by Executive Engineer, Sunamganj O&M Division, BWDB, Sunamganj.
GCC 1.1(u)	The Engineer is the Name: Md. Mizanur Rahman, Executive Engineer, Address: Sunamganj O&M Division, BWDB, Sunamganj.
GCC 1.1(v)	The place of supplying the bags is located Tahirpur, Jamalgonj, Dharmapasha UNO Office and as per direction of Engineer in charge.
GCC 1.1(aa)	The Supply consists of Supply 50 kg synthetic bag.
GCC 3.1 (j)	Other documents forming part of the Contract are; Not Applicable. <i>[list other documents viz. Site Investigation Reports, relevant correspondences prior to signing of the Contract agreement etc.]</i>
GCC 5.1	Exact location of the supplying the bags to the contractor as per requirement and as per direction of Engineer in charge.
GCC 10.1	The Start Date shall be as per requirement and as per direction of Engineer in charge. <i>[it is the last date when the Contractor shall commence execution of the Works under the Contract]</i>
GCC 11.1	The Intended Completion Date for the whole of the Works shall be within 7 (Seven) Days from starting date in charge.
GCC 12.1	The Contractor shall submit a Programme for the Works within 1 (One) days of signing the Contract.
GCC 19.2	The Defects Liability Period is 180 days.
GCC 20.2	The Contract price is <i>[insert the amount]</i>
GCC 27.1(f)	The following additional events shall also be the Compensation Events: <i>[list events or state none]</i>
GCC 28.1	The proportion of payments retained is 10% (Ten) percent. <i>[state "none" if not applicable. If applicable then the proportion of Retention Money shall be equal to the percentage-shortfall of ten (10) percent of Performance Security determined at the time of signing the Contract.</i> <i>Again in case of unbalanced Tender or because of front loading, provision for Retention Money shall not be applicable]</i>

GCC 29.1	The liquidated damages for the whole of the Works are half of one percentage of the final contract price per week of delay. The maximum amount of liquidated damages of the whole of the Works is 10 percent of the final contract price. <i>[usually the percent-rate of liquidated damages is set at between 0.05 and 0.10 of ONE (1) percent of final Contract price of the uncompleted Works or any part there of it's per day of delay]</i> <u>Guide to application of GCC Sub Clause 28.1 above</u> <i>[Liquidated damages is equivalent to an amount to be determined in accordance with the following formula</i> $T_{LD} = V_{UW} \times P \times n$ <i>Where;</i> T_{LD} = Total amount of Liquidated Damages V_{UW} = Value of Uncompleted Works (i.e. works not having been completed as of the expiry of the Intended Completion Date plus the works completed after the expiry of the Intended Completion Date). V_{UW} shall be calculated by deducting the value of the completed works under the Contract from the total Contract price. P = Percent-rate at which the Liquidated Damages shall be imposed for every day of delay of the final Contract price of the uncompleted Works or any part there of. n = No of days of delay for completion of works under the Contract]
GCC 29.2	The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is 10% (Ten) percent of the final Contract price of the whole of the Works. <i>[usually the total amount of liquidated damages shall not exceed ten (10) percent of the final Contract price for the whole of the Works]</i>
GCC 37.1	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% (Twenty) percent. <i>[usually between ten (10) to twenty (20) percent depending on the nature of the Works]</i>
GCC 39.2(b)	The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the office of the Superintending Engineer, Sylhet O&M Circle, BWDB, Sylhet.

Section 5. Tender & Contract Forms

Form	Title
Tender Forms	
PW2 ñ 1	Tender Submission Letter
PW2 ñ 2	Tenderer's Information
PW2 ñ 3	Bank Guarantee for Tender Security (<i>when this option is chosen</i>)
Contract Forms	
PW2 ñ 4	Notification of Award
PW2 ñ 5	Contract Agreement
PW2 ñ 6	Bank Guarantee for Performance Security (<i>when this option is chosen</i>)

Forms **PW2-1** to **PW2-3** comprises part of the Tender Format and should be completed as stated in ITT Clauses.12.1

Forms **PW2-4** to **PW-6** comprises part of the Contract as stated in GCC Clause 3.

Tender Submission Letter (Form PW2-1)

[This letter should be completed and signed by the Authorised Signatory preferably on the Letter-Head Pad of the Tenderer]

To: <i>[Name and address of Procuring Entity]</i>	Date :	
Invitation for Tender No:	Tender Package No:	Lot No:

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

The Tender Price is: (ITT Clause 13)	<i>Taka [state amount in figures] and Taka[state amount in words]</i>
---	---

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

- (a) our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 16.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) a Tender Security is attached in the form of a *[pay order/ bank draft/ bank guarantee]* in the amount stated in the Tender Data Sheet (ITT Sub Clause 17.1) and valid for a period of twenty eight (28) days beyond the Tender validity date;
- (c) if our Tender is accepted, we commit to furnishing a Performance Security within the time stated under ITT Sub Clause 37.2 in the amount stated in the Tender Data Sheet (ITT Sub Clause 37.1) and valid for a period of twenty eight (28) days beyond the date of issue of the Completion Certificate of the Works;
- (d) we have examined and have no reservations to the Tender Document, issued by you on *[insert date]*;
- (e) We, declare that we are eligible to participate in this Tender and meet the eligibility criteria specified in the Tender Document (ITT Clause 3);
- (f) furthermore, we are aware of ITT Clause 2.2 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract
- (g) 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

Attachment 1: Written confirmation authorising the above signatory (ies) to commit the Tenderer
[ITT Sub Clause 12.1]

Tenderer Information (Form PW2-2)

[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 nClauses 3 & 12]				
1.1	Tenderer's legal title			
1.2	Tenderer's registered address			
1.3	Tenderer's year of registration			
1.4	(VAT) Number			
1.5	(TIN) Number			
2. Qualification Information of the Tenderer				
2.1	Specific Experience in Construction Works of Tenderer [ITT n Clause 7.1] Completed Contracts of similar nature, complexity and methods/construction technology			
	Contract No	[insert reference no] of [insert year]		
	Name of Contract	[insert name]		
	Role in Contract <i>[tick relevant box].</i>	Prime Contractor	Subcontractor	Management Contractor
	Award date	[insert date]		
	Completion date	[insert date]		
		Total Contract Value		
		[insert amount]		
Procuring Entity's Name & Address				
2.2	Average annual construction turnover [ITT Sub Clause 8.1(a)] <i>[Certificate of payments received for each year of works in progress or completed, at the end of the period reported]</i>			
	Year	Amount	Taka	
2.3 Financial Resources available to meet the construction cash flow [ITT Sub Clause 8.1(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 15.1(a), (b) & (c).				
2.4 Contact Details [ITT Sub Clause 15.1 (d) & (e)]				
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				

Bank Guarantee for Tender Security (Form PW2-3)

[This is the format for the Tender Security to be issued by a scheduled Bank of Bangladesh in accordance with ITT Sub Clause 18.2]

Invitation for Tender No:

Date:

Tender Package / Lot No:

To:[Name and address of the Procuring Entity]

TENDER GUARANTEE No:

We have been informed that *[name of Tenderer]* (hereinafter called 'the Tenderer') intends to submit to you its Tender dated *[date of Tender]* (hereinafter called 'the Tender') for the 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 Tender must be supported by a Bank Guarantee for Tender Security.

At the request of the Tenderer, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk *[insert amount in figures and words]* upon receipt by us of your first written demand accompanied by a written statement that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- a. has withdrawn its Tender after opening of Tenders but within the validity of the Tender Security; or
- b. refused to accept the Notification of Award (NOA) within the period as stated under ITT; or
- c. failed to furnish Performance Security within the period stipulated in the NOA; or
- d. refused to sign the Contract Agreement by the time specified in the NOA; or
- e. did not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT.

This guarantee will expire

- (a) if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Contract Agreement signed by the Tenderer or a copy of the Performance Security issued to you in accordance with the ITT; or
- (b) if the Tenderer is not the successful Tenderer, twenty eight (28) days after the expiration of the Tenderer's Tender validity period, being *[date of expiration of the Tender validity plus twenty eight (28) days]*.

Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

Notification of Award (Form PW2-4)

Contract No:
To:

Date:

[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:

- i. accept in writing the Notification of Award within seven (7) working days of its issuance pursuant to ITT Sub Clause 36.1
- ii. furnish a Performance Security in the amount of Tk *[state amount in figures and words]*, within seven (7) working days of acceptance of this Notification of Award but not later than *[specify date]*, in accordance with ITT Clause 37.2
- iii. sign the Contract within fourteen (14) working days of issuance of this Notification of Award but not later than *[specify date]*, in accordance with ITT Sub Clause 40.1

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 PW2-5)

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:
 - (a) the signed Contract Agreement
 - (b) the Notification of Award
 - (c) the completed Tender and the appendices to the Tender
 - (d) the Particular Conditions of Contract
 - (e) the General Conditions of Contract
 - (f) the Technical Specifications
 - (g) the General Specifications
 - (h) the Drawings
 - (i) the priced Bill of Quantities and the Schedules
 - (j) 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

For the Contractor

Signature

Name

National ID No.

Title

In the presence of

Name

Address

Bank Guarantee for Performance Security (Form PW2-6)

[This is the format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Clauses 37, 38 & 39]

Contract No: [insert reference number]

Date: [insert date]

To:

[insert Name and address of Procuring Entity]

PERFORMANCE GUARANTEE No:

We have been informed that *[name of Contractor]* (hereinafter called 'the Contractor') has undertaken, pursuant to Contract No *[insert reference number of Contract]* dated *[insert date of Contract]* (hereinafter called 'the Contract'), the execution of works *[description of works]* under the Contract.

Furthermore, we understand that, according to your conditions, the Contract must be supported by a Bank Guarantee for Performance Security.

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

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

Signature

Signature

SECTION : 6 BILL OF QUANTITY

Supplying 50kg new synthetic bag for Sunamganj O&M Sub-division-2, BWDB, Sunamganj under Sunamganj O&M Division BWDB, Sunamganj During The year 2011-2012.

Package No- Supply/W-64

Sl no. / Code no.	Description of item	Quantity of work.	Unit of work.	Engineers Estimate	Total amount in Tk.
1	2	3	4	5	6
01/ 40-415	Supplying new synthetic bag at site.	52000 kg	P/kg	4,95,040.00	
40-415-10	Synthetic bag; Capacity 50 kg				
				Total Taka	

Maximum allowable amount (5% above) of Engineer's Estimate Tk. 5,19,792.00 (Taka five lakh nineteen thousand seven hundred ninety two) only.

Minimum allowable amount (5% below) of Engineer's Estimate Tk. 4,70,288.00 (Taka four lakh seventy thousand two hundred eighty eight) only.

Total Price of Tender (In figure):

Total Price of Tender (In word):

Name of Tenderer :

Address:

Telephone No:

Bank Guarantee/Bank Draft/Pay Order no:

Name of the bank:

Signature of Contractor :


 (Md. Mizanur Rahman)
 Executive Engineer
 Sunamganj O & M Division,
 BWDB, Sunamganj.
 20/03/12

Section 7. General Specifications

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 goods and 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 goods, materials, and workmanship, recognized national standards should be used as much as possible. Where other particular standards are used the specifications should state that goods, 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 goods and 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.

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.

Section 8. Particular Specifications

Notes on Particular Specifications

If an item of the Works is not covered in the General Specifications or if any specification clause requires that further details as to precise requirements for the particular Works are to be given or needs to be modified or clarified then these should be reflected in the Particular Specifications. Where the Particular Specification clause replaces or clarifies an existing clause of the General Specification then the same clause numbering system need to be followed.

Section 9. Drawings

Notes on Drawings

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder. The Drawings shall be dated, numbered and show the revision number.

Bangladesh Water Development Board



TENDER DOCUMENT (NATIONAL) FOR THE PROCUREMENT OF WORKS

Supplying 50kg new synthetic bag for Derai O&M Sub-division,
BWDB, Sunamganj under Sunamganj O&M Division BWDB,
Sunamganj During The year 2011-2012.

Issued on : 20.03.2012
Invitation for Tender No. : 10/2011-12
(Memo No-T-3/1737(100) Date: 20.03.2012)
Package No. : Supply/W-65

Sunamganj O&M Division
BWDB, Sunamganj.

Table of Contents

Section 1. Instructions to Tenderers	1
A. General	1
1. Scope of Tender.....	1
2. Corrupt, Fraudulent, Collusive or Coercive Practices	1
3. Eligible Tenderers	1
B. Tender Document	2
4. Clarification of Tender Document.....	2
5. Addendum to Tender Document.....	2
C. Qualification Criteria	2
6. General	2
7. Experience Criteria.....	2
8. Financial Criteria.....	2
9. Subcontractor(s).....	2
D. Tender Preparation	2
10. Only one Tender	2
11. Language of Tender	2
12. Contents of Tender.....	3
13. Tender Prices	3
14. Tender Currency.....	3
15. Documents Establishing the Tenderer's Qualification	4
16. Validity Period of Tender.....	4
17. Tender Security.....	4
18. Form of Tender Security.....	4
19. Forfeiture of Tender Security	4
E. Tender Submission	4
20. Sealing & Marking of Tender	4
21. Deadline for Submission of Tender.....	5
22. Modification, Substitution or Withdrawal of Tender	5
23. Tender Modification	5
24. Tender Substitution.....	5
25. Withdrawal of Tender.....	5
F. Tender Opening & Evaluation	5
26. Tender Opening	5
27. Evaluation of Tenders.....	5
28. Preliminary Examination.....	6
29. Technical Examination & Responsiveness.....	6
30. Clarification on Tender	6
31. Correction of Arithmetical Errors	6
32. Financial Evaluation.....	7
33. Price Comparison.....	7
34. Negotiations	7
35. Post-qualification.....	7
G. Contract Award	7
36. Notification of Award	7
37. Performance Security	7
38. Validity of Performance Security	7
39. Authenticity of Performance Security.....	7
40. Contract Signing.....	7
41. Right to Complain.....	7
Section 2. Tender Data Sheet	8
A. General	8
B. Tender Document	8
C. Qualification Criteria	8
D. Tender Preparation	9
E. Tender Submission	9
F. Tender Opening and Evaluation	9

G. Contract Award	9
Section 3. General Conditions Of Contract.....	10
A. General	10
1. Definitions.....	10
2. Corrupt, Fraudulent, Collusive or Coercive Practices	12
3. Documents Forming the Contract and Priority of Documents.....	12
4. Eligibility	12
5. Possession of the Site.....	12
6. Procuring Entity's Responsibilities	13
7. Contractor's Responsibilities.....	13
8. Taxes and Duties	13
9. Contractor's Personnel	13
B. Time Control.....	13
10. Start Date	13
11. Intended Completion Date	13
12. Programme of Works	13
13. Extension of the intended completion time	13
C. Quality Control	13
14. Execution of Works	13
15. Identifying Defects	13
16. Testing.....	13
17. Rejection of Works	14
18. Remedial Work	14
19. Correction of Defects.....	14
D. Cost Control	14
20. Contract Price	14
21. Bill of Quantities (BOQ).....	14
22. Changes in the Quantities and Unit Rate or Price	14
23. Variations	15
24. Costing of Variation Orders.....	15
25. Payment Certificates	16
26. Payments to the Contractor.....	16
27. Compensation Events	16
28. Retention Money	16
29. Liquidated Damages	16
30. Performance Security	17
E. Completion of Contract	17
31. Completion	17
32. Completion Certificate and Taking Over	17
33. Amendment to Contract	17
34. Final Account.....	17
35. Release from Performance	18
F. Termination and Settlement of Disputes	18
36. Termination.....	18
37. Payment upon Termination	18
38. Property.....	19
G. Disputes and Arbitration	19
39. Settlement of Disputes	19
Section 4. Particular Conditions of Contract.....	20
Section 5. Tender & Contract Forms	20
Section 6. Bill of Quantities	Error! Bookmark not defined.
Section 7. General Specifications	30
Section 8. Particular Specifications	31
Section 9. Drawings.....	32

Section 1. Instructions to Tenderers

A. General

1. **Scope of Tender**
 - 1.1 The Procuring Entity, as indicated in the Tender Data Sheet (**TDS**) issues this Tender Document for the procurement of Works and associated 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. **Corrupt, Fraudulent, Collusive or Coercive Practices**
 - 2.1 The Government requires that Procuring Entities, as well as Tenderers and Suppliers shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-
 - (a) strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 (Act 24 of 2006);
 - (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
 - (c) that neither it nor 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.
 - 2.2 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against any Tenderer alleged to have carried out such practices, the Procuring Entity shall -
 - (a) exclude the concerned Tenderer from further participation in the particular Procurement proceeding; or
 - (b) reject any recommendation for award that had been proposed for that concerned Tenderer;
or
 - (c) 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.
3. **Eligible Tenderers**
 - 3.1 If so specified in **TDS**, only Enlisted Tenderers of the categories specified in the **TDS** are eligible to participate in the Tender under **Limited Tendering Method**.
 - 3.2 In case of **Open Tendering Method**, invitation for Tenders is open to all potential Tenderers.
 - 3.3 The Tenderer shall have the legal capacity to enter into the Contract.
 - 3.4 Tenderers and all parties constituting the Tenderer shall not have a conflict of interest pursuant to Rule 55 of the Public Procurement Rules, 2008.
 - 3.5 The 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 2 .
 - 3.6 The Tenderer is solvent, e.g. the Tenderer is financially capable to perform the contract for the proposed Procurement.
 - 3.7 The Tenderer shall have fulfilled its obligations to pay taxes under the provisions of laws and regulations of Bangladesh.

B. Tender Document

- | | |
|--|--|
| 4. Clarification of Tender Document | 4.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the TDS before two-third of time allowed for preparation and submission of Tender elapses. |
| 5. Addendum to Tender Document | 5.1 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 pursuant to Rule 95 of the Public Procurement Rules, 2008. |

C. Qualification Criteria

- | | |
|-------------------------------|---|
| 6. General | 6.1 Tenderer to be qualified by meeting predefined, precise minimum requirements, which entails setting pass/fail criteria, which if not met by the Tenderer, will be considered as non-responsive.

6.2 To qualify for a multiple number of lots in a package for which Tenders are invited in the invitation for Tenders, the Tenderers shall demonstrate having resource and experience sufficient to meet the aggregate of the qualifying criteria for individual lots. |
| 7. Experience Criteria | 7.1 The Tenderer shall have the construction experience of satisfactory completion of similar works of a minimum value under a single or multiple numbers of contracts over a period, as specified in the TDS . |
| 8. Financial Criteria | 8.1 The Tenderer shall have the following minimum level of financial capacity to qualify for the performance of the Works under the Contract.
<div style="margin-left: 20px;"><p>(a) the average annual construction turnover as specified in the TDS during the period specified in the TDS</p><p>(b) availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the TDS.</p></div> |
| 9. Subcontractor(s) | 9.1 The successful Tenderer shall under no circumstances assign the Works or any part of it to the Subcontractor(s). |

D. Tender Preparation

- | | |
|-------------------------------|--|
| 10. Only one Tender | 10.1 The Tenderer who submits or participates in more than one (1) Tender in one (1) lot will cause all the Tenders of that particular Tenderer to be rejected |
| 11. Language of Tender | 11.1 The Tender shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or <i>Bangla</i> . |

12. Contents of Tender

- 12.1 The Tender prepared by the Tenderer shall comprise the following:
- (a) Tender Submission Letter (**Form PW2-1**), 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 considered as non-responsive as being incomplete;
 - (b) Tenderer Information (**Form PW2-2**);
 - (c) The priced Bill of Quantities using the form(s) furnished in **Section 6: Bill of Quantities**;
 - (d) Tender Security as stated under ITT Clauses **17 & 18**;
 - (e) Valid Trade License;
 - (f) The original and copy of the Tender, signed by the Person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written authorization and shall be attached to the Tender Submission Letter (**Form PW2-1**);
 - (g) an affidavit confirming that the Tenderer is not insolvent as stated under ITT Sub Clause 3.6;
 - (h) a certificate, that the Tenderer is a Tax payer having valid Tax Identification Number(TIN) and VAT registration number as a proof of fulfilment of taxation obligations as stated under ITT Sub Clause 3.7;
 - (i) Documentary evidence as stated under ITT Clause 15; and
 - (j) any other document as specified in the **TDS**.

13. Tender Prices

- 13.1 The Tenderer 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.
- 13.2 All applicable taxes, custom duties, VAT and other levies payable by the Contractor under the Contract shall be included in the unit rates, prices and the total Tender price submitted by the Tenderer.
- 13.3 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.
- 13.4 The price of a Contract shall be fixed in which case the unit rates or prices may not be modified in response to changes in economic or commercial conditions.

14. Tender Currency

- 14.1 The Tenderer shall quote all prices in the Tender Submission Letter and in the Bill of Quantities in Bangladesh Taka.

- | | |
|--|--|
| 15. Documents Establishing the Tenderer's Qualification | <p>15.1 Tenderers shall complete and submit the Tenderer Information (Form PW2-2) and shall include documentary evidence, as applicable to satisfy the following:</p> <ul style="list-style-type: none"> (a) details of specific experience in construction works of similar nature and size on case-by-case procurement proceedings performed for each of the last years along with the sums, dates and recipients; public or private as stated under ITT clause 7. (b) details of average annual construction turnover for a period as stated under ITT Sub Clause 8.1(a); (c) details of adequacy of working capital for this Contract i.e. access to line(s) of credit and availability of other financial resources as stated under ITT Sub Clause 8.1(b); (d) details of Procuring Entities who may be contacted, if necessary, by this Procuring Entity; and (e) authority to seek references from the Tenderer's bankers or any other sources. |
| 16. Validity Period of Tender | <p>16.1 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission deadline prescribed by the Procuring Entity.</p> <p>16.2 A Tender valid for a period shorter than that specified shall be considered as non-responsive.</p> |
| 17. Tender Security | <p>17.1 Tender Security as specified is TDS.</p> |
| 18. Form of Tender Security | <p>18.1 The Tender Security shall be at the Tenderer's option, be either in the form of a bank draft or pay order.</p> <p>18.2 The Tender Security may be in the form of an irrevocable bank guarantee issued by a scheduled Bank of Bangladesh, in the format (Form PW2-3) furnished in Section 5: Tender and Contract Forms.</p> <p>18.3 The Tender Security shall remain valid for at least twenty eight (28) days beyond the expiry date of the Tender Validity.</p> <p>18.4 Tender not accompanied by a valid Tender Security shall be considered as non-responsive.</p> |
| 19. Forfeiture of Tender Security | <p>19.1 The Tender security pursuant to Rule 25 of the Public Procurement Rules, 2008 may be forfeited if a Tenderer:</p> <ul style="list-style-type: none"> (a) withdraws its Tender after opening of Tenders but within the validity of the Tender; or (b) refuses to accept a Notification of Award ; or (c) fails to furnish performance security; or (d) refuses to sign the Contract ; or (e) does not accept the correction of the Tender price following the correction of arithmetic errors |

E. Tender Submission

- | | |
|--|--|
| 20. Sealing & Marking of Tender | <p>20.1 The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 12 and clearly mark it "ORIGINAL." In addition, the Tenderer shall prepare one (1) copy of the tender, and clearly mark "COPY." In the event of any discrepancy between the original and the copy, the ORIGINAL shall prevail.</p> |
|--|--|

- | | |
|---|--|
| 21. Deadline for Submission of Tender | 21.1 Tenders shall be delivered by hand or by mail, including courier services at the address(s) as specified in the TDS and no later than the date and time specified in the TDS . Late submissions will not be considered. |
| 22. Modification, Substitution or Withdrawal of Tender | 22.1 A Tenderer 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 21. |
| 23. Tender Modification | 23.1 The Tenderer shall not be allowed to retrieve its original Tender, but shall be allowed to submit corresponding modification to its original Tender marked as “MODIFICATION” . |
| 24. Tender Substitution | 24.1 The Tenderer shall not be allowed to retrieve its original Tender, but shall be allowed to submit another Tender marked as “SUBSTITUTION” . |
| 25. Withdrawal of Tender | 25.1 The Tenderer shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as “WITHDRAWAL” |

F. Tender Opening & Evaluation

- | | |
|----------------------------------|---|
| 26. Tender Opening | <p>26.1 Tenders shall be opened pursuant to Rule 97 following steps in Part D of Schedule IV of the Public Procurement Rules, 2008.</p> <p>26.2 Tenders shall be opened immediately after the deadline for submission of Tenders at the primary place as specified in the TDS but no later than ONE HOUR after expiry of the submission deadline at the same primary place.</p> |
| 27. Evaluation of Tenders | <p>27.1 The 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 broad steps:</p> <ul style="list-style-type: none"> (a) Preliminary examination (b) Technical examination and responsiveness (c) Financial evaluation and price comparison (d) Post-qualification of the lowest evaluated responsive Tender. |

- 28. Preliminary Examination**
- 28.1 The TEC shall **firstly** examine the Tenders to confirm that all documentation requested in ITT Clause 12 has been provided. Examination of the compliance, adequacy and authenticity of the documentary evidence may follow the order below.
- (a) verification of the completeness of the eligibility declarations in the Tender Submission Sheet (**Form PW2-1**);
 - (b) verification of the Trade License.
 - (c) verification of the eligibility in terms of legal capacity and fulfilment of taxation obligations by the Tenderer as stated under ITT Clause **3 & 12**
 - (d) verification of that the Tenderer is not insolvent as stated under ITT Clause **3 & 12**
 - (e) verification of that the written authorisation confirming the signatory of the Tenderer to commit the Tender has been attached with the Tender Submission Letter (**Form PW2-1**).
 - (f) verification of the validity and authenticity of the Tender Security as stated under ITT Clause **17 & 18**, if any
- 28.2 The TEC shall confirm that the above documents and information have been provided in the Tender and the completeness of the documents and compliance of instructions given in corresponding ITT Clauses shall be verified, failing which the tender shall be considered as non-responsive.
- 29. Technical Examination & Responsiveness**
- 29.1 Only those Tenders surviving preliminary examination need to be examined in this phase
- 29.2 **Secondly**, the TEC will examine the adequacy and authenticity of the documentary evidence as stated under ITT Clause 15.
- 29.3 The TEC will further examine the terms and conditions specified in Section 7: General Specifications and Section 8: Particular Specifications.
- 29.4 If after the examination, TEC determines that the Tender has complied the terms and conditions and the technical aspects, set out in ITT Sub Clause **29.2 & 29.3**, it shall be considered responsive.
- 30. Clarification on Tender**
- 30.1 The 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.
- 30.2 If the lowest Evaluated Tender is not balanced or is front loaded in the opinion of the TEC, the TEC may require the Tenderer to produce detailed breakdown of unit price or rates for any or all items of the BOQ, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.
- 30.3 If a Tenderer does not provide clarifications of its Tender by the date and time set in the TEC's written request for clarification, its Tender shall not be considered in the evaluation.
- 31. Correction of Arithmetical Errors**
- 31.1 The TEC shall correct any arithmetic errors that are discovered during the examination of Tenders, and shall promptly notify the concerned Tenderer(s) of any such correction(s) pursuant to Rule 98(11) of the Public Procurement Rule, 2008.
- 31.2 Any Tenderer that does not accept the correction of the Tender amount following correction of arithmetic errors as determined by the application of ITT Sub-Clause 31.1

shall be considered as non-responsive.

- | | |
|---------------------------------|--|
| 32. Financial Evaluation | <p>32.1 Thirdly the TEC, pursuant to Rule 98 of the Public Procurement Rules, 2008, will evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the mandatory requirements set out in the Tender Document.</p> <p>32.2 To evaluate a Tender, the TEC will consider the following:</p> <p style="margin-left: 20px;">(a) the Tender price as stated under ITT Clause 13;</p> <p style="margin-left: 20px;">(b) adjustments for correction of arithmetical errors pursuant to ITT Clause 31 .</p> |
| 33. Price Comparison | <p>33.1 The TEC will compare all responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 32.</p> |
| 34. Negotiations | <p>34.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer pursuant to Rule 99 of the Public Procurement Rules, 2008.</p> |
| 35. Post-qualification | <p>35.1 After determining the lowest evaluated responsive Tender in accordance with ITT Clause 33, the Procuring Entity's TEC pursuant to Rule 100 of the Public Procurement Rules, 2008, shall carry out the Post-qualification of the Tenderer, using only the requirements specified in Sub-section C: Qualification Criteria.</p> |

G. Contract Award

- | | |
|---|--|
| 36. Notification of Award | <p>36.1 Prior to the expiry of the Tender Validity period and within seven (7) working days of receipt of the approval of the award by the Approving Authority, the Procuring Entity pursuant to Rule 36(4) (a) and 102 of the Public Procurement Rules, 2008, shall issue the Notification of Award (NOA) to the successful Tenderer.</p> |
| 37. Performance Security | <p>37.1 The Performance Security shall be provided by the successful Tenderer in the amount as specified in the TDS.</p> <p>37.2 Within Seven (7) working days from the date of acceptance of the Notification of Award (NOA) but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security</p> <p>37.3 The Performance Security shall be in the form of a Bank draft, pay order or an irrevocable Bank Guarantee in the format (Form PW2-6), issued by any scheduled bank of Bangladesh acceptable to the Procuring Entity.</p> <p>37.4 The Procuring Entity may increase the amount of the Performance Security above the amounts as stated under ITT Sub Clause 37.1 pursuant to Rule 27(2) & Rule 98(13) of the Public Procurement Rules, 2008 but not exceeding twenty (20) percent of the Contract price, if it is found that the Tender is unbalanced and/or front loaded as stated under ITT Sub-Clause 30.2.</p> |
| 38. Validity of Performance Security | <p>38.1 The Performance Security shall be required to be valid until a date twenty eight (28) days beyond the Intended Completion Date as specified in Tender Document.</p> |
| 39. Authenticity of Performance Security | <p>39.1 The Procuring Entity shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the bank issuing the Pay Order, Bank Draft or irrevocable Bank Guarantee in specified format.</p> |
| 40. Contract Signing | <p>40.1 Within fourteen (14) working days of issuance of the NOA, the successful Tenderer and the Procuring Entity shall sign the contract provided that the Performance Security submitted by the Tenderer is found to be genuine.</p> |
| 41. Right to Complain | <p>41.1 Any Tenderer has the right to complain if it has suffered or likely to suffer loss or damage due to a failure of a duty imposed on the Procuring Entity to fulfil its obligations in accordance with Section 29 of the Public Procurement Act 2006 and Part 12 of Chapter Three of the Public Procurement Rules, 2008. .</p> |

Section 2. Tender Data Sheet

<i>Instructions for completing Tender Data Sheet are provided in italics in parenthesis for the relevant ITT clauses</i>													
ITT Clause	Amendments of, and Supplements to, Clauses in the Instructions to Tenderers												
A. General													
ITT 1.1	The Procuring Entity is <i>[state name of Procuring Entity]</i> The Name of the Tender is: Tender No-10/2011-2012 Title of the Works: Supplying 50kg new synthetic bag for Derai O&M Sub-division, BWDB, Sunamganj under Sunamganj O&M Division BWDB, Sunamganj During The year 2011-2012. Tender Ref: T-3/1737(100) Dated: 20.03.2012 Package No(s): Supply/W-65												
ITT 3.1	All Individuals/Firms having enlistment of Sunamganj O&M Division, BWDB, Sunamganj for the year 2011-12. are eligible.												
B. Tender Document													
ITT 4.1	For clarification of Tender Document purposes only, the Procuring Entity's address is: Attention: Executive Engineer, Sunamganj O&M Division, BWDB, Sunamganj. Address: BWDB, Sunamganj. Telephone: 0871-61528 Fax: 0871-55484 Electronic mail address: xen.sunamganj@gmail.com												
C. Qualification Criteria													
ITT 7.1	A satisfactory completion of similar works of at least Tk <i>[insert amount]</i> under <i>[state number]</i> of contract(s) over a period of <i>[state number]</i> years shall be required. Not Applicable.												
ITT 8.1(a)	The required average annual construction turnover shall be greater than Tk <i>[insert amount]</i> over the last <i>[state number]</i> years. Not Applicable.												
ITT 8.1(b)	The minimum amount of liquid assets or working capital or credit facilities of the Tenderer shall be Tk 2.50 Lac. <i>[usually the required liquid asset is the equivalent of 2-6 months payment flow at the average construction rate (straight line distribution), accessible or available after taking into account the financial requirements of existing commitments. The actual period will depend on the speed with which the Procuring Entity will pay the Contractor's monthly certificate, allowing time to prepare an invoice, for the Project Manager's time to certify it, and at least one month contingency for preparing the cheque and making actual payment.]</i> Example: <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Contract Value:</td> <td style="text-align: right;">Tk 24 lakh</td> </tr> <tr> <td>Contract period:</td> <td style="text-align: right;">12 months</td> </tr> <tr> <td>Assuming work time:</td> <td style="text-align: right;">1 month</td> </tr> <tr> <td>Invoice period:</td> <td style="text-align: right;">0.5 month</td> </tr> <tr> <td>Certification Time:</td> <td style="text-align: right;">0.5 month</td> </tr> <tr> <td>Contingency Time:</td> <td style="text-align: right;">1 month</td> </tr> </table> <i>Therefore, the minimum required liquid asset will be Tk. 6 lakh, i.e. 3 months cash flow based on the above assumptions.]</i> [for Tenders where the package contains more than one (1) lot, this qualification requirements shall be mentioned separately for each lot in the package]	Contract Value:	Tk 24 lakh	Contract period:	12 months	Assuming work time:	1 month	Invoice period:	0.5 month	Certification Time:	0.5 month	Contingency Time:	1 month
Contract Value:	Tk 24 lakh												
Contract period:	12 months												
Assuming work time:	1 month												
Invoice period:	0.5 month												
Certification Time:	0.5 month												
Contingency Time:	1 month												

D. Tender Preparation

ITT 12.1(j)	The Tenderer shall submit with its Tender the following additional documents: - Enlistment Copy - Valid Trade Licence, - Vat Registration, - TIN Number, - Nationality Certificate, - Business Address, - Declaration about legal capacity to enter into the contract, - Litigation history, if any,
ITT 16.1	The Tender Validity period shall be 60 (sixty) days. <i>[normally 60 to 90 days deemed reasonable]</i>
ITT 17.1	The amount of the Tender Security shall be Tk. 12,500.00 (Twelve Thousand Five Hundred) only. <i>[note: Not exceeding three percent (3%) of the official estimated cost but as a fixed amount]</i>

E. Tender Submission

ITT 21.1	For Tender submission purposes only, the Employer's address is: Attention: Executive Engineer, Sunamganj O & M Division, BWDB, Sunamganj. The deadline for the submission of Tenders is: Time & Date: 12:00 hrs. on 05.03.2012
----------	--

F. Tender Opening and Evaluation

ITT 26.2	The Tender opening shall take place at: Address : Executive Engineer, Sunamganj O&M Division , BWDB, Sunamganj. Time & Date: 13.00 hrs. on 05.03.2012
----------	---

G. Contract Award

ITT37.1	The amount of Performance Security shall be 10% (Ten) percent of the Contract Price. <i>[ten (10) percent of the Contract price and the total percentage of Retention and Performance Security may not exceed ten (10) percent. Maximum twenty (20) percent of the total Contract price, if it is unbalanced and/or front loaded]</i>
---------	--

Section 3. General Conditions Of Contract

A. General

1. Definitions

- 1.1 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:
- (a) **Act** means The Public Procurement Act, 2006 (Act 24 of 2006).
 - (b) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of contract.
 - (c) **Bill of Quantities** (BOQ) means the priced and completed Bill of Quantities forming part of the Contract defined in GCC Clause 21.
 - (d) **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.
 - (e) **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.
 - (f) **Day** means calendar day unless otherwise specified as working days.
 - (g) **Defect** is any part of the work not completed in accordance with the Contract.
 - (h) **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.
 - (i) **Force Majeure** means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origins not due to negligence or lack of care on the part of the Contractor; such events may include, but not be limited to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
 - (j) **Goods** mean the Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate
 - (k) **GCC** means the General Conditions of Contract.
 - (l) **Government** means the Government of the People's Republic of Bangladesh.

- (m) **"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, 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;
- (n) **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.
- (o) **Month** means calendar month.
- (p) **Original Contract Price** is the Contract Price stated in the Procuring Entity's Notification of Award and further clearly determined in the Contract.
- (q) **Permanent works** means the permanent works to be executed by the Contractor under the Contract.
- (r) **PCC** means the Particular Conditions of Contract.
- (s) **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.
- (t) **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.
- (u) **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.
- (v) **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.
- (w) **Site Investigation Reports** are those that were included in the Tender Document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (x) **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.
- (y) **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.
- (z) **Variation** means any change to the Works directly procured from the original Contractor under some specific conditions and circumstances following approved procedures, which is instructed as a Variation under GCC Clause 23 by the Project Manager that varies the Works.

(aa) **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.

(bb) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

2. Corrupt, Fraudulent, Collusive or Coercive Practices

2.1 The Government requires that Procuring Entities, as well as Tenderers and Suppliers shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-

- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 (Act 24 of 2006);
- (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
- (c) that neither it nor 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.

2.2 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against any Tenderer alleged to have carried out such practices, the Procuring Entity shall -

- (a) exclude the concerned Tenderer from further participation in the particular Procurement proceeding; or
- (b) reject any recommendation for award that had been proposed for that concerned Tenderer or;
- (c) 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.

3. Documents Forming the Contract and Priority of Documents

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

- (a) the signed Contract Agreement (**Form PW2-5**);
- (b) the Notification of Award (**PW2-4**);
- (c) the completed Tender and the appendix to the Tender;
- (d) the Particular Conditions of Contract;
- (e) the General Conditions of Contract;
- (f) the Technical Specifications;
- (g) the General Specifications;
- (h) the Drawings;
- (i) the priced Bill of Quantities and the Schedules; and
- (j) any other document listed in the **PCC** forming part of the Contract.

4. Eligibility

4.1 The Contractor shall be a Bangladeshi national.

5. Possession of the Site

5.1 The Procuring Entity shall give possession of the to the Contractor on the date stated in the **PCC**.

- | | |
|---|---|
| 6. Procuring Entity's Responsibilities | 6.1 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. |
| 7. Contractor's Responsibilities | 7.1 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. |
| 8. Taxes and Duties | 8.1 The Contractor shall be entirely responsible for all taxes, duties, fees, and other such levies imposed inside and outside Bangladesh. |
| 9. Contractor's Personnel | 9.1 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. |

B. Time Control

- | | |
|--|--|
| 10. Start Date | 10.1 Start Date is the date defined in the PCC and it is the last date when the Contractor shall commence execution of the Works under the Contract. |
| 11. Intended Completion Date | 11.1 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. |
| 12. Programme of Works | 12.1 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. |
| 13. Extension of the intended completion time | <p>13.1 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.</p> <p>13.2 The Procuring Entity may extend the Intended Completion Date by twenty (20) percent of the original Contract time as stated under GCC Sub Clause 13.1</p> <p>13.3 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 for the same shall be required to be obtained.</p> |

C. Quality Control

- | | |
|--------------------------------|---|
| 14. Execution of Works | 14.1 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 3. |
| 15. Identifying Defects | 15.1 The Project Manager shall check the works executed by the Contractor and notify the Contractor of any Defects found. |
| 16. Testing | 16.1 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. |

- 16.2 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.
- 17. Rejection of Works**
- 17.1 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.
- 18. Remedial Work**
- 18.1 Notwithstanding any test, the Project Manager by visual inspection or field tests may instruct the Contractor to:
- (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
 - (b) remove and re-execute any other work which is not in accordance with the Contract, and
 - (c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.
- 19. Correction of Defects**
- 19.1 The Project Manager shall issue a **Defects Liability Schedule** for correction of Defects within thirty (30) days from the Contractor's request for **Final Payment** stating the scope of corrections or additions that are necessary.
- 19.2 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.

D. Cost Control

- 20. Contract Price**
- 20.1 The Contract price shall be agreed or determined based on that the Contractor shall pay all taxes, duties and fees required to be paid by him or her under the Contract pursuant to GCC Clause 8.1
- 20.2 The contract Price shall be specified in the **PCC**.
- 21. Bill of Quantities (BOQ)**
- 21.1 Except as otherwise stated in the Contract and notwithstanding any other practice
- (a) measurement shall be made of the net actual quantity of each item of the Permanent Works, and
 - (b) the method of measurement shall be in accordance with the BOQ.
- 21.2 Items of works quantified in the BOQ for which no rates or prices have been quoted shall be deemed covered by the amounts at rates and prices of other items in the Contract and shall not be separately paid for.
- 22. Changes in the Quantities and Unit Rate or Price**
- 22.1 A new rate or price for items included in the BOQ shall, however, be appropriate for an item of work if:
- (a) the final measured quantity of the work done for any particular item in the BOQ is increased or decreased by more than twenty five (25) percent from the quantity of this item in the BOQ, provided that; the cost resulting from such increase or decrease in

quantity of this particular item in the Bill of Quantities multiplied by its specified rate or price is exceeded by one (1) percent of the original Contract price.

- (b) this particular item is not specified in the Contract as a fixed rate item;
- (c) this particular item is not specified in the Contract as for which no rates or prices have been quoted and deemed covered by the amounts at rates and prices of other items in the Bill of Quantities stated under GCC Sub Clause 21.2; and

22.2 The new rate or price for the particular item of work included in the Bill of Quantities described under GCC Sub Clause 22.1 shall be derived by the Project Manager from any relevant rates or prices within the Contract by taking into consideration the context and threshold of the **Variation Order** as stated under GCC Clause 23.

23. Variations

23.1 The Procuring Entity may issue a Variation Order for Procurement of Works and Physical services in favour of the original Contractor to cover any increase or decrease 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 this Contract.

23.2 Variations may include;

- (a) changes to the quantities of any item of work included in the Bill of Quantities as stated under GCC Sub Clause 22.1; not necessarily however, shall always constitute a Variation until the algebraic summation of costs resulting from such increases or decreases in quantities of changing items included in the Bill of Quantities under the Contract exceeds one (1) percent of the original Contract price;
- (b) changes to the quality and other characteristics of any item of work;
- (c) changes to the levels, positions and/or dimensions of any part of the Works;
- (d) omissions of any work unless it is to be carried out by others;
- (e) any additional work, Plant, Materials, or services necessary for the permanent works, including any associated testing, boreholes and other testing and exploratory work; or
- (f) changes to the sequence or timing of execution of the Works.

23.3 The Contractor shall, under no circumstances, proceed to commence the works under any Variation Order unless it has been approved by the **Approving Authority**.

24. Costing of Variation Orders

24.1 The Contractor shall submit a quotation for carrying out the Variation within 7 (seven) days of being requested by the Project Manager.

24.2 If the items of works under Variation Order are exactly the same or similar to those in the Bill of Quantities of the original Contract, the applicable unit rates or prices of those work items in the Bill of Quantities of the original Contract shall be used for costing of those additional work items.

24.3 If not, the unit rates or prices of those new work items shall be based on ;

- (i) the direct unit costs used in the Bill of Quantities of original Contract for other items (e.g. unit cost of cement, steel rebar, formwork, 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; or
- (iii) the direct cost of the new work items based on (i) and (ii) above shall then be combined with the mark-up factor (i.e. taxes, overheads and profit) used by the Contractor in his or her Tender to determine the unit rate or price of the new work item.

	24.4	If the Contractor's quotation is found to be unreasonable, the Project Manager shall exercise his own judgement to fix the Unit rate (s).
25. Payment Certificates	25.1	The basis for payment certificates shall be BOQ used to determine the Contract price.
	25.2	The Contractor shall submit to the Project Manager monthly statements of the estimated value of the works executed less the cumulative amount certified previously.
	25.3	The Project Manager may in any payment certificate make any correction or modification that should properly be made to any previous payment certificate.
	25.4	The Project Manager may withhold the cost of rectification or replacement until such rectification or replacement has been completed, if any thing supplied or work done by the Contractor is not in accordance with the Contract.
26. Payments to the Contractor	26.1	The Procuring Entity shall pay the Contractor in Bangladesh Taka currency, the amounts certified by the Project Manager after due adjustments.
27. Compensation Events	27.1	The following shall be Compensation Events: (a) The Procuring Entity does not give access to or possession of the Site or part of the Site by the Site Possession Date stated in the GCC Sub Clause 5.1; (b) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notification of Award; (c) 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; (d) The Project Manager unreasonably delays issuing a Completion Certificate; (e) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects; (f) Other Compensation Events described in the Contract or determined by the Project Manager in the PCC shall apply
	27.2	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.
28. Retention Money	28.1	The Procuring Entity shall retain from each progressive payment due to the Contractor at the percentage specified in the PCC until completion of the whole of the Works under the Contract.
	28.2	On completion of the whole of the Works, the first half the total amount retained under GCC Sub Clause 28.1 shall be repaid to the Contractor and the remaining second half after the Defects Liability Period has passed.
	28.3	If the provision of Retention Money is not included in this Contract these Sub Clauses shall not apply except the relevant ones.
29. Liquidated Damages	29.1	The Contractor shall be liable to pay Liquidated Damages or in other words the Delay Damages to the Procuring Entity at the rate per day as specified in the PCC for each day of delay from the Intended Completion Date, for the uncompleted Works or for any part thereof.

- 29.2 The total amount of Liquidated Damages shall not exceed the amount defined in the **PCC**.
- 29.3 Payment of Liquidated Damages by the Contractor shall not relieve the Contractor from its obligations.
- 30. Performance Security**
- 30.1 The Performance Security furnished at the time of signing of the Contract Agreement, shall be substituted by a new Security covering fifty (50) percent of the amount of the Performance Security to cover the Defects Liability Period.
- 30.2 The Procuring Entity may claim against the security if any of the following events occurs for fourteen (14) days or more.
- (a) The Contractor is in breach of the Contract and the Procuring Entity has duly notified him or her ; and
 - (b) The Contractor has not paid an amount due to the Procuring Entity and the Procuring Entity has duly notified him or her.
- 30.3 In the event the Contractor is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Procuring Entity may call the full amount of the Performance Security.
- 30.4 If there is no reason to call the Performance Security, the Performance Security shall be discharged by the Procuring Entity and returned to the Contractor not later than twenty-eight (28) days after the Defects Liability Period has passed.

E. Completion of Contract

- 31. Completion**
- 31.1 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.
- 32. Completion Certificate and Taking Over**
- 32.1 The Project Manager shall, within fourteen (14) days after receiving the Contractor's application stated under GCC Sub Clause 31.1;
- (a) issue the Completion Certificate to the Contractor, stating the date on which the Works or part thereof were completed in accordance with the Contract, except for any minor outstanding work and defects which may not substantially affect the use of the Works or part thereof for their intended purpose (either until or whilst this work is completed and these defects are remedied); or
 - (b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Completion Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub Clause.
- 32.2 The Procuring Entity shall Take-Over the Site and the Works within fifteen (15) days of the Project Manager issuing a Completion Certificate under GCC Sub Clause 32.1 .
- 33. Amendment to Contract**
- 33.1 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.
- 34. Final Account**
- 34.1 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.
- 34.2 The Project Manager shall certify the **Final Payment** within thirty days (30) days of receiving the Contractor's account if the payable amount claimed by the Contractor is correct and the corresponding works are completed.

34.3 If it is not, the Project Manager shall issue within thirty (30) days a **Defects Liability Schedule** under GCC Sub Clause 19.1 that states the scope of the corrections or additions that are necessary.

35. Release from Performance

35.1 If any event or circumstance outside the control of the parties (including, but not limited to, **Force Majeure**) arises which makes it impossible or unlawful for either or both parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the parties to be released from further performance of the Contract, then upon notice by either party to the other party of such event or circumstance:

- (a) 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 and Settlement of Disputes

36. Termination

36.1 Termination for Default

- (a) The Procuring Entity or the Contractor, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of Contract.
- (b) Fundamental breaches of the Contract shall include, but shall not be limited to, the following:
 - (i) 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;
 - (ii) 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;
 - (iii) 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 29.2;
 - (iv) 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;
 - (v) the Contractor, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices as defined in GCC Clause 2, in competing for or in executing the Contract.

37. Payment upon Termination

37.1 If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 36.1.1 by the Contractor, the Project Manager shall issue a certificate for the value of the Works done and Plant and Materials ordered less

advance payments received up to the date of the issue of the certificate and less the amount from percentage to apply to the contract value of the works not completed, as indicated in the **PCC**.

38. Property

- 38.1 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 Arbitration

39. Settlement of Disputes

39.1 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.

39.2 Arbitration

- (a) If the parties are unable to reach a settlement as per GCC Clause 39.1 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.
- (b) The arbitration shall be conducted in accordance with the Arbitration Act (**Act No 1 of 2001**) of Bangladesh as at present in force and in the place shown in the **PCC**.

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(d)	The Contractor is <i>[Name, address]</i>
GCC 1.1(t)	The Procuring Entity is Bangladesh Water Development Board (BWDB) represented by Executive Engineer, Sunamganj O&M Division, BWDB, Sunamganj.
GCC 1.1(u)	The Engineer is the Name: Md. Mizanur Rahman, Executive Engineer, Address: Sunamganj O&M Division, BWDB, Sunamganj.
GCC 1.1(v)	The place of supplying the bags is located <i>Deraï, Shulla UNO Office and as per direction of Engineer in charge.</i>
GCC 1.1(aa)	The Supply consists of Supply 50 kg synthetic bag.
GCC 3.1 (j)	Other documents forming part of the Contract are; Not Applicable. <i>[list other documents viz. Site Investigation Reports, relevant correspondences prior to signing of the Contract agreement etc.]</i>
GCC 5.1	Exact location of the supplying the bags to the contractor as per requirement and as per direction of Engineer in charge.
GCC 10.1	The Start Date shall be as per requirement and as per direction of Engineer in charge. <i>[it is the last date when the Contractor shall commence execution of the Works under the Contract]</i>
GCC 11.1	The Intended Completion Date for the whole of the Works shall be within 7 (Seven) Days from starting date in charge.
GCC 12.1	The Contractor shall submit a Programme for the Works within 1 (One) days of signing the Contract.
GCC 19.2	The Defects Liability Period is 180 days.
GCC 20.2	The Contract price is <i>[insert the amount]</i>
GCC 27.1(f)	The following additional events shall also be the Compensation Events: <i>[list events or state none]</i>
GCC 28.1	The proportion of payments retained is 10% (Ten) percent. <i>[state "none" if not applicable. If applicable then the proportion of Retention Money shall be equal to the percentage-shortfall of ten (10) percent of Performance Security determined at the time of signing the Contract.</i> <i>Again in case of unbalanced Tender or because of front loading, provision for Retention Money shall not be applicable]</i>

GCC 29.1	The liquidated damages for the whole of the Works are half of one percentage of the final contract price per week of delay. The maximum amount of liquidated damages of the whole of the Works is 10 percent of the final contract price. <i>[usually the percent-rate of liquidated damages is set at between 0.05 and 0.10 of ONE (1) percent of final Contract price of the uncompleted Works or any part there of it's per day of delay]</i> <u>Guide to application of GCC Sub Clause 28.1 above</u> <i>[Liquidated damages is equivalent to an amount to be determined in accordance with the following formula</i> $T_{LD} = V_{UW} \times P \times n$ Where; T_{LD} = Total amount of Liquidated Damages V_{UW} = Value of Uncompleted Works (i.e. works not having been completed as of the expiry of the Intended Completion Date plus the works completed after the expiry of the Intended Completion Date). V_{UW} shall be calculated by deducting the value of the completed works under the Contract from the total Contract price. P = Percent-rate at which the Liquidated Damages shall be imposed for every day of delay of the final Contract price of the uncompleted Works or any part there of. n = No of days of delay for completion of works under the Contract]
GCC 29.2	The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is 10% (Ten) percent of the final Contract price of the whole of the Works. <i>[usually the total amount of liquidated damages shall not exceed ten (10) percent of the final Contract price for the whole of the Works]</i>
GCC 37.1	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% (Twenty) percent. <i>[usually between ten (10) to twenty (20) percent depending on the nature of the Works]</i>
GCC 39.2(b)	The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the office of the Superintending Engineer, Sylhet O&M Circle, BWDB, Sylhet.

Section 5. Tender & Contract Forms

Form	Title
Tender Forms	
PW2 ñ 1	Tender Submission Letter
PW2 ñ 2	Tenderer's Information
PW2 ñ 3	Bank Guarantee for Tender Security (<i>when this option is chosen</i>)
Contract Forms	
PW2 ñ 4	Notification of Award
PW2 ñ 5	Contract Agreement
PW2 ñ 6	Bank Guarantee for Performance Security (<i>when this option is chosen</i>)

Forms **PW2-1** to **PW2-3** comprises part of the Tender Format and should be completed as stated in ITT Clauses.12.1

Forms **PW2-4** to **PW-6** comprises part of the Contract as stated in GCC Clause 3.

Tender Submission Letter (Form PW2-1)

[This letter should be completed and signed by the Authorised Signatory preferably on the Letter-Head Pad of the Tenderer]

To: <i>[Name and address of Procuring Entity]</i>		Date :
Invitation for Tender No:	Tender Package No:	Lot No:

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

The Tender Price is: (ITT Clause 13)	<i>Taka [state amount in figures] and Taka[state amount in words]</i>
---	---

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

- (a) our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 16.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) a Tender Security is attached in the form of a *[pay order/ bank draft/ bank guarantee]* in the amount stated in the Tender Data Sheet (ITT Sub Clause 17.1) and valid for a period of twenty eight (28) days beyond the Tender validity date;
- (c) if our Tender is accepted, we commit to furnishing a Performance Security within the time stated under ITT Sub Clause 37.2 in the amount stated in the Tender Data Sheet (ITT Sub Clause 37.1) and valid for a period of twenty eight (28) days beyond the date of issue of the Completion Certificate of the Works;
- (d) we have examined and have no reservations to the Tender Document, issued by you on *[insert date]*;
- (e) We, declare that we are eligible to participate in this Tender and meet the eligibility criteria specified in the Tender Document (ITT Clause 3);
- (f) furthermore, we are aware of ITT Clause 2.2 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract
- (g) 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

Attachment 1: Written confirmation authorising the above signatory (ies) to commit the Tenderer
[ITT Sub Clause 12.1]

Tenderer Information (Form PW2-2)

[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 ñClauses 3 & 12]				
1.1	Tenderer's legal title			
1.2	Tenderer's registered address			
1.3	Tenderer's year of registration			
1.4	(VAT) Number			
1.5	(TIN) Number			
2. Qualification Information of the Tenderer				
2.1	Specific Experience in Construction Works of Tenderer [ITT ñ Clause 7.1] Completed Contracts of similar nature, complexity and methods/construction technology			
	Contract No	[insert reference no] of [insert year]		
	Name of Contract	[insert name]		
	Role in Contract <i>[tick relevant box].</i>	Prime Contractor	Subcontractor	Management Contractor
	Award date	[insert date]		
	Completion date	[insert date]		
		Total Contract Value		
		[insert amount]		
Procuring Entity's Name & Address				
2.2	Average annual construction turnover [ITT Sub Clause 8.1(a)] <i>[Certificate of payments received for each year of works in progress or completed, at the end of the period reported]</i>			
	Year	Amount	Taka	
2.3 Financial Resources available to meet the construction cash flow [ITT Sub Clause 8.1(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 15.1(a), (b) & (c).				
2.4 Contact Details [ITT Sub Clause 15.1 (d) & (e)]				
	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			

Bank Guarantee for Tender Security (Form PW2-3)

[This is the format for the Tender Security to be issued by a scheduled Bank of Bangladesh in accordance with ITT Sub Clause 18.2]

Invitation for Tender No:

Date:

Tender Package / Lot No:

To:[Name and address of the Procuring Entity]

TENDER GUARANTEE No:

We have been informed that *[name of Tenderer]* (hereinafter called 'the Tenderer') intends to submit to you its Tender dated *[date of Tender]* (hereinafter called 'the Tender') for the 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 Tender must be supported by a Bank Guarantee for Tender Security.

At the request of the Tenderer, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk *[insert amount in figures and words]* upon receipt by us of your first written demand accompanied by a written statement that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- a. has withdrawn its Tender after opening of Tenders but within the validity of the Tender Security; or
- b. refused to accept the Notification of Award (NOA) within the period as stated under ITT; or
- c. failed to furnish Performance Security within the period stipulated in the NOA; or
- d. refused to sign the Contract Agreement by the time specified in the NOA; or
- e. did not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT.

This guarantee will expire

- (a) if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Contract Agreement signed by the Tenderer or a copy of the Performance Security issued to you in accordance with the ITT; or
- (b) if the Tenderer is not the successful Tenderer, twenty eight (28) days after the expiration of the Tenderer's Tender validity period, being *[date of expiration of the Tender validity plus twenty eight (28) days]*.

Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

Notification of Award (Form PW2-4)

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:

- i. accept in writing the Notification of Award within seven (7) working days of its issuance pursuant to ITT Sub Clause 36.1
- ii. furnish a Performance Security in the amount of Tk *[state amount in figures and words]*, within seven (7) working days of acceptance of this Notification of Award but not later than *[specify date]*, in accordance with ITT Clause 37.2
- iii. sign the Contract within fourteen (14) working days of issuance of this Notification of Award but not later than *[specify date]*, in accordance with ITT Sub Clause 40.1

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 PW2-5)

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:
 - (a) the signed Contract Agreement
 - (b) the Notification of Award
 - (c) the completed Tender and the appendices to the Tender
 - (d) the Particular Conditions of Contract
 - (e) the General Conditions of Contract
 - (f) the Technical Specifications
 - (g) the General Specifications
 - (h) the Drawings
 - (i) the priced Bill of Quantities and the Schedules
 - (j) 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

For the Contractor

Signature

Name

National ID No.

Title

In the presence of

Name

Address

Bank Guarantee for Performance Security (Form PW2-6)

[This is the format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Clauses 37, 38 & 39]

Contract No: [insert reference number]

Date: [insert date]

To:

[insert Name and address of Procuring Entity]

PERFORMANCE GUARANTEE No:

We have been informed that *[name of Contractor]* (hereinafter called 'the Contractor') has undertaken, pursuant to Contract No *[insert reference number of Contract]* dated *[insert date of Contract]* (hereinafter called 'the Contract'), the execution of works *[description of works]* under the Contract.

Furthermore, we understand that, according to your conditions, the Contract must be supported by a Bank Guarantee for Performance Security.

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

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

Signature

Signature

SECTION : 6 BILL OF QUANTITY

Supplying 50kg new synthetic bag for Deraí O&M Sub-division, BWDB, Sunamganj under Sunamganj O&M Division BWDB, Sunamganj During The year 2011-2012.

Package No- Supply/W-65

Sl no. / Code no.	Description of item	Quantity of works.	Unit of works.	Engineers Estimate	Total amount in Tk.
1	2	3	4	5	6
40/ 40-415	Supplying new synthetic bas at site.	52000 kg	P/kg	4,95,040.00	
40-415-10	Synthetic bags Capacity 50 kg				
				Total Taka	

Maximum allowable amount (5% above) of Engineer's Estimate Tk. 5,19,792.00 (Taka five lakh nineteen thousand seven hundred ninety two) only.

Minimum allowable amount (5% below) of Engineer's Estimate Tk. 4,70,288.00 (Taka four lakh seventy thousand two hundred eighty eight) only.

Total Price of Tender (In figure):

Total Price of Tender (In word):

Name of Tenderer :

Address:

Telephone No:

Bank Guarantee/Bank Draft/Pay Order no:

Name of the bank:

Signature of Contractor :


 (Md. Mirazul Rahman)
 Executive Engineer
 Sunamganj O & M Division,
 BWDB, Sunamganj.


Section 7. General Specifications

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 goods and 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 goods, materials, and workmanship, recognized national standards should be used as much as possible. Where other particular standards are used the specifications should state that goods, 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 goods and 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.

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.

Section 8. Particular Specifications

Notes on Particular Specifications

If an item of the Works is not covered in the General Specifications or if any specification clause requires that further details as to precise requirements for the particular Works are to be given or needs to be modified or clarified then these should be reflected in the Particular Specifications. Where the Particular Specification clause replaces or clarifies an existing clause of the General Specification then the same clause numbering system need to be followed.

Section 9. Drawings

Notes on Drawings

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder. The Drawings shall be dated, numbered and show the revision number.

Bangladesh Water Development Board



TENDER DOCUMENT (NATIONAL) FOR THE PROCUREMENT OF WORKS

Supplying 50kg new synthetic bag for Jagannathpur O&M Sub-division, BWDB, Sunamganj under Sunamganj O&M Division BWDB, Sunamganj During The year 2011-2012.

Issued on : 20.03.2012
Invitation for Tender No. : 10/2011-12
(Memo No-T-3/1737(100) Date: 20.03.2012)
Package No. : Supply/W-66

Sunamganj O&M Division
BWDB, Sunamganj.

Table of Contents

Section 1. Instructions to Tenderers	1
A. General	1
1. Scope of Tender.....	1
2. Corrupt, Fraudulent, Collusive or Coercive Practices	1
3. Eligible Tenderers	1
B. Tender Document	2
4. Clarification of Tender Document.....	2
5. Addendum to Tender Document.....	2
C. Qualification Criteria	2
6. General	2
7. Experience Criteria.....	2
8. Financial Criteria.....	2
9. Subcontractor(s).....	2
D. Tender Preparation	2
10. Only one Tender	2
11. Language of Tender	2
12. Contents of Tender.....	3
13. Tender Prices	3
14. Tender Currency.....	3
15. Documents Establishing the Tenderer's Qualification	3
16. Validity Period of Tender.....	3
17. Tender Security.....	4
18. Form of Tender Security.....	4
19. Forfeiture of Tender Security	4
E. Tender Submission	4
20. Sealing & Marking of Tender	4
21. Deadline for Submission of Tender.....	4
22. Modification, Substitution or Withdrawal of Tender	4
23. Tender Modification	4
24. Tender Substitution.....	4
25. Withdrawal of Tender.....	4
F. Tender Opening & Evaluation	4
26. Tender Opening	4
27. Evaluation of Tenders.....	5
28. Preliminary Examination.....	5
29. Technical Examination & Responsiveness.....	5
30. Clarification on Tender	5
31. Correction of Arithmetical Errors	6
32. Financial Evaluation.....	6
33. Price Comparison.....	6
34. Negotiations	6
35. Post-qualification.....	6
G. Contract Award	6
36. Notification of Award	6
37. Performance Security	6
38. Validity of Performance Security	7
39. Authenticity of Performance Security.....	7
40. Contract Signing.....	7
41. Right to Complain.....	7
Section 2. Tender Data Sheet	8
A. General	8
B. Tender Document	8
C. Qualification Criteria	8
D. Tender Preparation	9
E. Tender Submission	9
F. Tender Opening and Evaluation	9

G. Contract Award	9
Section 3. General Conditions Of Contract.....	10
A. General	10
1. Definitions.....	10
2. Corrupt, Fraudulent, Collusive or Coercive Practices	12
3. Documents Forming the Contract and Priority of Documents.....	12
4. Eligibility	12
5. Possession of the Site.....	12
6. Procuring Entity's Responsibilities	12
7. Contractor's Responsibilities.....	12
8. Taxes and Duties	12
9. Contractor's Personnel	13
B. Time Control.....	13
10. Start Date	13
11. Intended Completion Date	13
12. Programme of Works	13
13. Extension of the intended completion time	13
C. Quality Control	13
14. Execution of Works	13
15. Identifying Defects	13
16. Testing.....	13
17. Rejection of Works	13
18. Remedial Work.....	14
19. Correction of Defects.....	14
D. Cost Control	14
20. Contract Price	14
21. Bill of Quantities (BOQ).....	14
22. Changes in the Quantities and Unit Rate or Price	14
23. Variations	15
24. Costing of Variation Orders.....	15
25. Payment Certificates.....	15
26. Payments to the Contractor.....	16
27. Compensation Events	16
28. Retention Money	16
29. Liquidated Damages	16
30. Performance Security.....	16
E. Completion of Contract	17
31. Completion	17
32. Completion Certificate and Taking Over	17
33. Amendment to Contract	17
34. Final Account.....	17
35. Release from Performance	17
F. Termination and Settlement of Disputes	18
36. Termination.....	18
37. Payment upon Termination	18
38. Property.....	18
G. Disputes and Arbitration	18
39. Settlement of Disputes	18
Section 4. Particular Conditions of Contract.....	19
Section 5. Tender & Contract Forms	19
Section 6. Bill of Quantities	Error! Bookmark not defined.
Section 7. General Specifications	29
Section 8. Particular Specifications	30
Section 9. Drawings.....	31

Section 1. Instructions to Tenderers

A. General

1. **Scope of Tender**
 - 1.1 The Procuring Entity, as indicated in the Tender Data Sheet (**TDS**) issues this Tender Document for the procurement of Works and associated 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. **Corrupt, Fraudulent, Collusive or Coercive Practices**
 - 2.1 The Government requires that Procuring Entities, as well as Tenderers and Suppliers shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-
 - (a) strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 (Act 24 of 2006);
 - (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
 - (c) that neither it nor 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.
 - 2.2 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against any Tenderer alleged to have carried out such practices, the Procuring Entity shall -
 - (a) exclude the concerned Tenderer from further participation in the particular Procurement proceeding; or
 - (b) reject any recommendation for award that had been proposed for that concerned Tenderer;
or
 - (c) 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.
3. **Eligible Tenderers**
 - 3.1 If so specified in **TDS**, only Enlisted Tenderers of the categories specified in the **TDS** are eligible to participate in the Tender under **Limited Tendering Method**.
 - 3.2 In case of **Open Tendering Method**, invitation for Tenders is open to all potential Tenderers.
 - 3.3 The Tenderer shall have the legal capacity to enter into the Contract.
 - 3.4 Tenderers and all parties constituting the Tenderer shall not have a conflict of interest pursuant to Rule 55 of the Public Procurement Rules, 2008.
 - 3.5 The 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 2 .
 - 3.6 The Tenderer is solvent, e.g. the Tenderer is financially capable to perform the contract for the proposed Procurement.
 - 3.7 The Tenderer shall have fulfilled its obligations to pay taxes under the provisions of laws and regulations of Bangladesh.

B. Tender Document

- | | |
|--|--|
| 4. Clarification of Tender Document | 4.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the TDS before two-third of time allowed for preparation and submission of Tender elapses. |
| 5. Addendum to Tender Document | 5.1 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 pursuant to Rule 95 of the Public Procurement Rules, 2008. |

C. Qualification Criteria

- | | |
|-------------------------------|---|
| 6. General | 6.1 Tenderer to be qualified by meeting predefined, precise minimum requirements, which entails setting pass/fail criteria, which if not met by the Tenderer, will be considered as non-responsive. |
| | 6.2 To qualify for a multiple number of lots in a package for which Tenders are invited in the invitation for Tenders, the Tenderers shall demonstrate having resource and experience sufficient to meet the aggregate of the qualifying criteria for individual lots. |
| 7. Experience Criteria | 7.1 The Tenderer shall have the construction experience of satisfactory completion of similar works of a minimum value under a single or multiple numbers of contracts over a period, as specified in the TDS . |
| 8. Financial Criteria | 8.1 The Tenderer shall have the following minimum level of financial capacity to qualify for the performance of the Works under the Contract.
<div style="margin-left: 20px;">(a) the average annual construction turnover as specified in the TDS during the period specified in the TDS
(b) availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the TDS.</div> |
| 9. Subcontractor(s) | 9.1 The successful Tenderer shall under no circumstances assign the Works or any part of it to the Subcontractor(s). |

D. Tender Preparation

- | | |
|-------------------------------|--|
| 10. Only one Tender | 10.1 The Tenderer who submits or participates in more than one (1) Tender in one (1) lot will cause all the Tenders of that particular Tenderer to be rejected |
| 11. Language of Tender | 11.1 The Tender shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or <i>Bangla</i> . |

12. Contents of Tender

- 12.1 The Tender prepared by the Tenderer shall comprise the following:
- (a) Tender Submission Letter (**Form PW2-1**), 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 considered as non-responsive as being incomplete;
 - (b) Tenderer Information (**Form PW2-2**);
 - (c) The priced Bill of Quantities using the form(s) furnished in **Section 6: Bill of Quantities**;
 - (d) Tender Security as stated under ITT Clauses **17 & 18**;
 - (e) Valid Trade License;
 - (f) The original and copy of the Tender, signed by the Person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written authorization and shall be attached to the Tender Submission Letter (**Form PW2-1**);
 - (g) an affidavit confirming that the Tenderer is not insolvent as stated under ITT Sub Clause 3.6;
 - (h) a certificate, that the Tenderer is a Tax payer having valid Tax Identification Number(TIN) and VAT registration number as a proof of fulfilment of taxation obligations as stated under ITT Sub Clause 3.7;
 - (i) Documentary evidence as stated under ITT Clause 15; and
 - (j) any other document as specified in the **TDS**.

13. Tender Prices

- 13.1 The Tenderer 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.
- 13.2 All applicable taxes, custom duties, VAT and other levies payable by the Contractor under the Contract shall be included in the unit rates, prices and the total Tender price submitted by the Tenderer.
- 13.3 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.
- 13.4 The price of a Contract shall be fixed in which case the unit rates or prices may not be modified in response to changes in economic or commercial conditions.

14. Tender Currency

- 14.1 The Tenderer shall quote all prices in the Tender Submission Letter and in the Bill of Quantities in Bangladesh Taka.

15. Documents Establishing the Tenderer's Qualification

- 15.1 Tenderers shall complete and submit the Tenderer Information (**Form PW2-2**) and shall include documentary evidence, as applicable to satisfy the following:
- (a) details of specific experience in construction works of similar nature and size on case-by-case procurement proceedings performed for each of the last years along with the sums, dates and recipients; public or private as stated under ITT clause 7.
 - (b) details of average annual construction turnover for a period as stated under ITT Sub Clause 8.1(a);
 - (c) details of adequacy of working capital for this Contract i.e. access to line(s) of credit and availability of other financial resources as stated under ITT Sub Clause 8.1(b);
 - (d) details of Procuring Entities who may be contacted, if necessary, by this Procuring Entity; and
 - (e) authority to seek references from the Tenderer's bankers or any other sources.

16. Validity Period of Tender

- 16.1 Tenders shall remain valid for the period specified in the **TDS** after the date of Tender

submission deadline prescribed by the Procuring Entity.

- | | | |
|--|------|---|
| | 16.2 | A Tender valid for a period shorter than that specified shall be considered as non-responsive. |
| 17. Tender Security | 17.1 | Tender Security as specified is TDS . |
| 18. Form of Tender Security | 18.1 | The Tender Security shall be at the Tenderer's option, be either in the form of a bank draft or pay order. |
| | 18.2 | The Tender Security may be in the form of an irrevocable bank guarantee issued by a scheduled Bank of Bangladesh, in the format (Form PW2-3) furnished in Section 5: Tender and Contract Forms. |
| | 18.3 | The Tender Security shall remain valid for at least twenty eight (28) days beyond the expiry date of the Tender Validity. |
| | 18.4 | Tender not accompanied by a valid Tender Security shall be considered as non-responsive. |
| 19. Forfeiture of Tender Security | 19.1 | The Tender security pursuant to Rule 25 of the Public Procurement Rules, 2008 may be forfeited if a Tenderer: <ul style="list-style-type: none"> (a) withdraws its Tender after opening of Tenders but within the validity of the Tender; or (b) refuses to accept a Notification of Award ; or (c) fails to furnish performance security; or (d) refuses to sign the Contract ; or (e) does not accept the correction of the Tender price following the correction of arithmetic errors |

E. Tender Submission

- | | | |
|---|------|---|
| 20. Sealing & Marking of Tender | 20.1 | The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 12 and clearly mark it "ORIGINAL." In addition, the Tenderer shall prepare one (1) copy of the tender, and clearly mark "COPY." In the event of any discrepancy between the original and the copy, the ORIGINAL shall prevail. |
| 21. Deadline for Submission of Tender | 21.1 | Tenders shall be delivered by hand or by mail, including courier services at the address(s) as specified in the TDS and no later than the date and time specified in the TDS . Late submissions will not be considered. |
| 22. Modification, Substitution or Withdrawal of Tender | 22.1 | A Tenderer 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 21. |
| 23. Tender Modification | 23.1 | The Tenderer shall not be allowed to retrieve its original Tender, but shall be allowed to submit corresponding modification to its original Tender marked as "MODIFICATION" . |
| 24. Tender Substitution | 24.1 | The Tenderer shall not be allowed to retrieve its original Tender, but shall be allowed to submit another Tender marked as "SUBSTITUTION" . |
| 25. Withdrawal of Tender | 25.1 | The Tenderer shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as "WITHDRAWAL" |

F. Tender Opening & Evaluation

- | | | |
|---------------------------|------|---|
| 26. Tender Opening | 26.1 | Tenders shall be opened pursuant to Rule 97 following steps in Part D of Schedule IV of the Public Procurement Rules, 2008. |
|---------------------------|------|---|

- 26.2 Tenders shall be opened immediately after the deadline for submission of Tenders at the primary place as specified in the **TDS** but no later than **ONE HOUR** after expiry of the submission deadline at the same primary place.
- 27. Evaluation of Tenders**
- 27.1 The 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 broad steps:
- (a) Preliminary examination
 - (b) Technical examination and responsiveness
 - (c) Financial evaluation and price comparison
 - (d) Post-qualification of the lowest evaluated responsive Tender.
- 28. Preliminary Examination**
- 28.1 The TEC shall **firstly** examine the Tenders to confirm that all documentation requested in ITT Clause 12 has been provided. Examination of the compliance, adequacy and authenticity of the documentary evidence may follow the order below.
- (a) verification of the completeness of the eligibility declarations in the Tender Submission Sheet (**Form PW2-1**);
 - (b) verification of the Trade License.
 - (c) verification of the eligibility in terms of legal capacity and fulfilment of taxation obligations by the Tenderer as stated under ITT Clause **3 & 12**
 - (d) verification of that the Tenderer is not insolvent as stated under ITT Clause **3 & 12**
 - (e) verification of that the written authorisation confirming the signatory of the Tenderer to commit the Tender has been attached with the Tender Submission Letter (**Form PW2-1**).
 - (f) verification of the validity and authenticity of the Tender Security as stated under ITT Clause **17 & 18**, if any
- 28.2 The TEC shall confirm that the above documents and information have been provided in the Tender and the completeness of the documents and compliance of instructions given in corresponding ITT Clauses shall be verified, failing which the tender shall be considered as non-responsive.
- 29. Technical Examination & Responsiveness**
- 29.1 Only those Tenders surviving preliminary examination need to be examined in this phase
- 29.2 **Secondly**, the TEC will examine the adequacy and authenticity of the documentary evidence as stated under ITT Clause 15.
- 29.3 The TEC will further examine the terms and conditions specified in Section 7: General Specifications and Section 8: Particular Specifications.
- 29.4 If after the examination, TEC determines that the Tender has complied the terms and conditions and the technical aspects, set out in ITT Sub Clause **29.2 & 29.3**, it shall be considered responsive.
- 30. Clarification on Tender**
- 30.1 The 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.

- 30.2 If the lowest Evaluated Tender is not balanced or is front loaded in the opinion of the TEC, the TEC may require the Tenderer to produce detailed breakdown of unit price or rates for any or all items of the BOQ, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.
- 30.3 If a Tenderer does not provide clarifications of its Tender by the date and time set in the TEC's written request for clarification, its Tender shall not be considered in the evaluation.
- 31. Correction of Arithmetical Errors**
- 31.1 The TEC shall correct any arithmetic errors that are discovered during the examination of Tenders, and shall promptly notify the concerned Tenderer(s) of any such correction(s) pursuant to Rule 98(11) of the Public Procurement Rule, 2008.
- 31.2 Any Tenderer that does not accept the correction of the Tender amount following correction of arithmetic errors as determined by the application of ITT Sub-Clause 31.1 shall be considered as non-responsive.
- 32. Financial Evaluation**
- 32.1 **Thirdly** the TEC, pursuant to Rule 98 of the Public Procurement Rules, 2008, will evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the mandatory requirements set out in the Tender Document.
- 32.2 To evaluate a Tender, the TEC will consider the following:
- (a) the Tender price as stated under ITT Clause 13;
 - (b) adjustments for correction of arithmetical errors pursuant to ITT Clause 31 .
- 33. Price Comparison**
- 33.1 The TEC will compare all responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 32.
- 34. Negotiations**
- 34.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer pursuant to Rule 99 of the Public Procurement Rules, 2008.
- 35. Post-qualification**
- 35.1 After determining the lowest evaluated responsive Tender in accordance with ITT Clause 33, the Procuring Entity's TEC pursuant to Rule 100 of the Public Procurement Rules, 2008, shall carry out the Post-qualification of the Tenderer, using only the requirements specified in **Sub-section C: Qualification Criteria**.

G. Contract Award

- 36. Notification of Award**
- 36.1 Prior to the expiry of the Tender Validity period and within seven (7) working days of receipt of the approval of the award by the Approving Authority, the Procuring Entity pursuant to Rule 36(4) (a) and 102 of the Public Procurement Rules, 2008, shall issue the Notification of Award (NOA) to the successful Tenderer.
- 37. Performance Security**
- 37.1 The Performance Security shall be provided by the successful Tenderer in the amount as specified in the **TDS**.
- 37.2 Within Seven (7) working days from the date of acceptance of the Notification of Award (NOA) but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security

- 37.3 The Performance Security shall be in the form of a Bank draft, pay order or an irrevocable Bank Guarantee in the format (Form PW2-6), issued by any scheduled bank of Bangladesh acceptable to the Procuring Entity.
- 37.4 The Procuring Entity may increase the amount of the Performance Security above the amounts as stated under ITT Sub Clause 37.1 pursuant to Rule 27(2) & Rule 98(13) of the Public Procurement Rules, 2008 but not exceeding twenty (20) percent of the Contract price, if it is found that the Tender is unbalanced and/or front loaded as stated under ITT Sub-Clause 30.2.
- 38. Validity of Performance Security** 38.1 The Performance Security shall be required to be valid until a date twenty eight (28) days beyond the Intended Completion Date as specified in Tender Document.
- 39. Authenticity of Performance Security** 39.1 The Procuring Entity shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the bank issuing the Pay Order, Bank Draft or irrevocable Bank Guarantee in specified format.
- 40. Contract Signing** 40.1 Within fourteen (14) working days of issuance of the NOA, the successful Tenderer and the Procuring Entity shall sign the contract provided that the Performance Security submitted by the Tenderer is found to be genuine.
- 41. Right to Complain** 41.1 Any Tenderer has the right to complain if it has suffered or likely to suffer loss or damage due to a failure of a duty imposed on the Procuring Entity to fulfil its obligations in accordance with Section 29 of the Public Procurement Act 2006 and Part 12 of Chapter Three of the Public Procurement Rules, 2008. .

Section 2. Tender Data Sheet

<i>Instructions for completing Tender Data Sheet are provided in italics in parenthesis for the relevant ITT clauses</i>	
ITT Clause	Amendments of, and Supplements to, Clauses in the Instructions to Tenderers
A. General	
ITT 1.1	The Procuring Entity is <i>[state name of Procuring Entity]</i>
	The Name of the Tender is: Tender No-10/2011-2012 Title of the Works: Supplying 50kg new synthetic bag for Jagannathpur O&M Sub-division, BWDB, Sunamganj under Sunamganj O&M Division BWDB, Sunamganj During The year 2011-2012. Tender Ref: T-3/1737(100) Dated: 20.03.2012 Package No(s): Supply/W-66
ITT 3.1	All Individuals/Firms having enlistment of Sunamganj O&M Division, BWDB, Sunamganj for the year 2011-12. are eligible.
B. Tender Document	
ITT 4.1	For clarification of Tender Document purposes only, the Procuring Entity's address is: Attention: Executive Engineer, Sunamganj O&M Division, BWDB, Sunamganj. Address: BWDB, Sunamganj. Telephone: 0871-61528 Fax: 0871-55484 Electronic mail address: xen.sunamganj@gmail.com
C. Qualification Criteria	
ITT 7.1	A satisfactory completion of similar works of at least Tk <i>[insert amount]</i> under <i>[state number]</i> of contract(s) over a period of <i>[state number]</i> years shall be required. Not Applicable.
ITT 8.1(a)	The required average annual construction turnover shall be greater than Tk <i>[insert amount]</i> over the last <i>[state number]</i> years. Not Applicable.

ITT 8.1(b)	The minimum amount of liquid assets or working capital or credit facilities of the Tenderer shall be Tk 2.50 Lac. <i>[usually the required liquid asset is the equivalent of 2-6 months payment flow at the average construction rate (straight line distribution), accessible or available after taking into account the financial requirements of existing commitments. The actual period will depend on the speed with which the Procuring Entity will pay the Contractor's monthly certificate, allowing time to prepare an invoice, for the Project Manager's time to certify it, and at least one month contingency for preparing the cheque and making actual payment.]</i> Example: <table border="0"> <tr> <td>Contract Value:</td><td>Tk 24 lakh</td></tr> <tr> <td>Contract period:</td><td>12 months</td></tr> <tr> <td>Assuming work time:</td><td>1 month</td></tr> <tr> <td>Invoice period:</td><td>0.5 month</td></tr> <tr> <td>Certification Time:</td><td>0.5 month</td></tr> <tr> <td>Contingency Time:</td><td>1 month</td></tr> </table> <i>Therefore, the minimum required liquid asset will be Tk. 6 lakh, i.e. 3 months cash flow based on the above assumptions.]</i> [for Tenders where the package contains more than one (1) lot, this qualification requirements shall be mentioned separately for each lot in the package]	Contract Value:	Tk 24 lakh	Contract period:	12 months	Assuming work time:	1 month	Invoice period:	0.5 month	Certification Time:	0.5 month	Contingency Time:	1 month
Contract Value:	Tk 24 lakh												
Contract period:	12 months												
Assuming work time:	1 month												
Invoice period:	0.5 month												
Certification Time:	0.5 month												
Contingency Time:	1 month												
D. Tender Preparation													
ITT 12.1(j)	The Tenderer shall submit with its Tender the following additional documents: - Enlistment Copy - Valid Trade Licence, - Vat Registration, - TIN Number, - Nationality Certificate, - Business Address, - Declaration about legal capacity to enter into the contract, - Litigation history, if any,												
ITT 16.1	The Tender Validity period shall be 60 (sixty) days. <i>[normally 60 to 90 days deemed reasonable]</i>												
ITT 17.1	The amount of the Tender Security shall be Tk. 12,500.00 (Twelve Thousand Five Hundred) only. <i>[note: Not exceeding three percent (3%) of the official estimated cost but as a fixed amount]</i>												
E. Tender Submission													
ITT 21.1	For <u>Tender submission purposes</u> only, the Employer's address is: Attention: Executive Engineer, Sunamganj O & M Division, BWDB, Sunamganj. The deadline for the submission of Tenders is: Time & Date: 12:00 hrs. on 05.03.2012												
F. Tender Opening and Evaluation													
ITT 26.2	The Tender opening shall take place at: Address : Executive Engineer, Sunamganj O&M Division , BWDB, Sunamganj. Time & Date: 13.00 hrs. on 05.03.2012												
G. Contract Award													
ITT37.1	The amount of Performance Security shall be 10% (Ten) percent of the Contract Price. <i>[ten (10) percent of the Contract price and the total percentage of Retention and Performance Security may not exceed ten (10) percent. Maximum twenty (20) percent of the total Contract price, if it is unbalanced and/or front loaded]</i>												

Section 3. General Conditions Of Contract

A. General

1. Definitions

1.1 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:

- (a) **Act** means The Public Procurement Act, 2006 (Act 24 of 2006).
- (b) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of contract.
- (c) **Bill of Quantities** (BOQ) means the priced and completed Bill of Quantities forming part of the Contract defined in GCC Clause 21.
- (d) **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.
- (e) **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.
- (f) **Day** means calendar day unless otherwise specified as working days.
- (g) **Defect** is any part of the work not completed in accordance with the Contract.
- (h) **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.
- (i) **Force Majeure** means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origins not due to negligence or lack of care on the part of the Contractor; such events may include, but not be limited to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (j) **Goods** mean the Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate
- (k) **GCC** means the General Conditions of Contract.
- (l) **Government** means the Government of the People's Republic of Bangladesh.
- (m) **"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, 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;
- (n) **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.
- (o) **Month** means calendar month.
- (p) **Original Contract Price** is the Contract Price stated in the Procuring Entity's Notification of Award and further clearly determined in the Contract.

- (q) **Permanent works** means the permanent works to be executed by the Contractor under the Contract.
- (r) **PCC** means the Particular Conditions of Contract.
- (s) **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.
- (t) **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.
- (u) **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.
- (v) **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.
- (w) **Site Investigation Reports** are those that were included in the Tender Document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (x) **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.
- (y) **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.
- (z) **Variation** means any change to the Works directly procured from the original Contractor under some specific conditions and circumstances following approved procedures, which is instructed as a Variation under GCC Clause 23 by the Project Manager that varies the Works.
- (aa) **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.
- (bb) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

2. Corrupt, Fraudulent, Collusive or Coercive Practices	2.1 The Government requires that Procuring Entities, as well as Tenderers and Suppliers shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 (Act 24 of 2006); (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008; (c) that neither it\$ 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. 2.2 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against any Tenderer alleged to have carried out such practices, the Procuring Entity shall - (a) exclude the concerned Tenderer from further participation in the particular Procurement proceeding; or (b) reject any recommendation for award that had been proposed for that concerned Tenderer or; (c) 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.
3. Documents Forming the Contract and Priority of Documents	3.1 The following documents forming the Contract shall be interpreted in the following order of priority: (a) the signed Contract Agreement (Form PW2-5); (b) the Notification of Award (PW2-4); (c) the completed Tender and the appendix to the Tender; (d) the Particular Conditions of Contract; (e) the General Conditions of Contract; (f) the Technical Specifications; (g) the General Specifications; (h) the Drawings; (i) the priced Bill of Quantities and the Schedules; and (j) any other document listed in the PCC forming part of the Contract.
4. Eligibility	4.1 The Contractor shall be a Bangladeshi national.
5. Possession of the Site	5.1 The Procuring Entity shall give possession of the to the Contractor on the date stated in the PCC.
6. Procuring Entity's Responsibilities	6.1 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.
7. Contractor's Responsibilities	7.1 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.
8. Taxes and Duties	8.1 The Contractor shall be entirely responsible for all taxes, duties, fees, and other such levies imposed inside and outside Bangladesh.

- 9. Contractor's Personnel**
- 9.1 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.

B. Time Control

- 10. Start Date**
- 10.1 Start Date is the date defined in the **PCC** and it is the last date when the Contractor shall commence execution of the Works under the Contract.
- 11. Intended Completion Date**
- 11.1 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.
- 12. Programme of Works**
- 12.1 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.
- 13. Extension of the intended completion time**
- 13.1 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.
- 13.2 The Procuring Entity may **extend the Intended Completion Date** by twenty (20) percent of the original Contract time as stated under GCC Sub Clause 13.1
- 13.3 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 for the same shall be required to be obtained.

C. Quality Control

- 14. Execution of Works**
- 14.1 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 3.
- 15. Identifying Defects**
- 15.1 The Project Manager shall check the works executed by the Contractor and notify the Contractor of any Defects found.
- 16. Testing**
- 16.1 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.
- 16.2 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.
- 17. Rejection of Works**
- 17.1 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.

18. Remedial Work

- 18.1 Notwithstanding any test, the Project Manager by visual inspection or field tests may instruct the Contractor to:
- (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
 - (b) remove and re-execute any other work which is not in accordance with the Contract, and
 - (c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.

19. Correction of Defects

- 19.1 The Project Manager shall issue a **Defects Liability Schedule** for correction of Defects within thirty (30) days from the Contractor's request for **Final Payment** stating the scope of corrections or additions that are necessary.
- 19.2 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.

D. Cost Control

20. Contract Price

- 20.1 The Contract price shall be agreed or determined based on that the Contractor shall pay all taxes, duties and fees required to be paid by him or her under the Contract pursuant to GCC Clause 8.1
- 20.2 The contract Price shall be specified in the **PCC**.

21. Bill of Quantities (BOQ)

- 21.1 Except as otherwise stated in the Contract and notwithstanding any other practice
- (a) measurement shall be made of the net actual quantity of each item of the Permanent Works, and
 - (b) the method of measurement shall be in accordance with the BOQ.
- 21.2 Items of works quantified in the BOQ for which no rates or prices have been quoted shall be deemed covered by the amounts at rates and prices of other items in the Contract and shall not be separately paid for.

22. Changes in the Quantities and Unit Rate or Price

- 22.1 A new rate or price for items included in the BOQ shall, however, be appropriate for an item of work if:
- (a) the final measured quantity of the work done for any particular item in the BOQ is increased or decreased by more than twenty five (25) percent from the quantity of this item in the BOQ, provided that; the cost resulting from such increase or decrease in quantity of this particular item in the Bill of Quantities multiplied by its specified rate or price is exceeded by one (1) percent of the original Contract price.
 - (b) this particular item is not specified in the Contract as a fixed rate item;
 - (c) this particular item is not specified in the Contract as for which no rates or prices have been quoted and deemed covered by the amounts at rates and prices of other items in the Bill of Quantities stated under GCC Sub Clause 21.2; and
- 22.2 The new rate or price for the particular item of work included in the Bill of Quantities described under GCC Sub Clause 22.1 shall be derived by the Project Manager from any relevant rates or prices within the Contract by taking into consideration the

context and threshold of the **Variation Order** as stated under GCC Clause 23.

23. Variations

- 23.1 The Procuring Entity may issue a Variation Order for Procurement of Works and Physical services in favour of the original Contractor to cover any increase or decrease 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 this Contract.
- 23.2 Variations may include;
- (a) changes to the quantities of any item of work included in the Bill of Quantities as stated under GCC Sub Clause 22.1; not necessarily however, shall always constitute a Variation until the algebraic summation of costs resulting from such increases or decreases in quantities of changing items included in the Bill of Quantities under the Contract exceeds one (1) percent of the original Contract price;
 - (b) changes to the quality and other characteristics of any item of work;
 - (c) changes to the levels, positions and/or dimensions of any part of the Works;
 - (d) omissions of any work unless it is to be carried out by others;
 - (e) any additional work, Plant, Materials, or services necessary for the permanent works, including any associated testing, boreholes and other testing and exploratory work; or
 - (f) changes to the sequence or timing of execution of the Works.
- 23.3 The Contractor shall, under no circumstances, proceed to commence the works under any Variation Order unless it has been approved by the **Approving Authority**.

24. Costing of Variation Orders

- 24.1 The Contractor shall submit a quotation for carrying out the Variation within 7 (seven) days of being requested by the Project Manager.
- 24.2 If the items of works under Variation Order are exactly the same or similar to those in the Bill of Quantities of the original Contract, the applicable unit rates or prices of those work items in the Bill of Quantities of the original Contract shall be used for costing of those additional work items.
- 24.3 If not, the unit rates or prices of those new work items shall be based on ;
- (i) the direct unit costs used in the Bill of Quantities of original Contract for other items (e.g. unit cost of cement, steel rebar, formwork, 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; or
 - (iii) the direct cost of the new work items based on (i) and (ii) above shall then be combined with the mark-up factor (i.e. taxes, overheads and profit) used by the Contractor in his or her Tender to determine the unit rate or price of the new work item.
- 24.4 If the Contractor's quotation is found to be unreasonable, the Project Manager shall exercise his own judgement to fix the Unit rate (s).

25. Payment Certificates

- 25.1 The basis for payment certificates shall be BOQ used to determine the Contract price.
- 25.2 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the works executed less the cumulative amount certified previously.
- 25.3 The Project Manager may in any payment certificate make any correction or

modification that should properly be made to any previous payment certificate.

- 25.4 The Project Manager may withhold the cost of rectification or replacement until such rectification or replacement has been completed, if any thing supplied or work done by the Contractor is not in accordance with the Contract.

- 26. Payments to the Contractor** 26.1 The Procuring Entity shall pay the Contractor in Bangladesh Taka currency, the amounts certified by the Project Manager after due adjustments.

- 27. Compensation Events** 27.1 The following shall be Compensation Events:
- (a) The Procuring Entity does not give access to or possession of the Site or part of the Site by the Site Possession Date stated in the GCC Sub Clause 5.1;
 - (b) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notification of Award;
 - (c) 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;
 - (d) The Project Manager unreasonably delays issuing a Completion Certificate;
 - (e) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects;
 - (f) Other Compensation Events described in the Contract or determined by the Project Manager in the **PCC** shall apply
- 27.2 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.

- 28. Retention Money** 28.1 The Procuring Entity shall retain from each progressive payment due to the Contractor at the percentage specified in the **PCC** until completion of the whole of the Works under the Contract.
- 28.2 On completion of the whole of the Works, the first half the total amount retained under GCC Sub Clause 28.1 shall be repaid to the Contractor and the remaining second half after the Defects Liability Period has passed.
- 28.3 If the provision of Retention Money is not included in this Contract these Sub Clauses shall not apply except the relevant ones.

- 29. Liquidated Damages** 29.1 The Contractor shall be liable to pay Liquidated Damages or in other words the Delay Damages to the Procuring Entity at the rate per day as specified in the **PCC** for each day of delay from the Intended Completion Date, for the uncompleted Works or for any part thereof.
- 29.2 The total amount of Liquidated Damages shall not exceed the amount defined in the **PCC**.
- 29.3 Payment of Liquidated Damages by the Contractor shall not relieve the Contractor from its obligations.

- 30. Performance Security** 30.1 The Performance Security furnished at the time of signing of the Contract Agreement, shall be substituted by a new Security covering fifty (50) percent of the amount of the Performance Security to cover the Defects Liability Period.
- 30.2 The Procuring Entity may claim against the security if any of the following events occurs for fourteen (14) days or more.
- (a) The Contractor is in breach of the Contract and the Procuring Entity

has duly notified him or her ; and

- (b) The Contractor has not paid an amount due to the Procuring Entity and the Procuring Entity has duly notified him or her.

30.3 In the event the Contractor is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Procuring Entity may call the full amount of the Performance Security.

30.4 If there is no reason to call the Performance Security, the Performance Security shall be discharged by the Procuring Entity and returned to the Contractor not later than twenty-eight (28) days after the Defects Liability Period has passed.

E. Completion of Contract

31. Completion

31.1 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.

32. Completion Certificate and Taking Over

32.1 The Project Manager shall, within fourteen (14) days after receiving the Contractor's application stated under GCC Sub Clause 31.1;

- (a) issue the Completion Certificate to the Contractor, stating the date on which the Works or part thereof were completed in accordance with the Contract, except for any minor outstanding work and defects which may not substantially affect the use of the Works or part thereof for their intended purpose (either until or whilst this work is completed and these defects are remedied); or
- (b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Completion Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub Clause.

32.2 The Procuring Entity shall Take-Over the Site and the Works within fifteen (15) days of the Project Manager issuing a Completion Certificate under GCC Sub Clause 32.1 .

33. Amendment to Contract

33.1 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.

34. Final Account

34.1 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.

34.2 The Project Manager shall certify the **Final Payment** within thirty days (30) days of receiving the Contractor's account if the payable amount claimed by the Contractor is correct and the corresponding works are completed.

34.3 If it is not, the Project Manager shall issue within thirty (30) days a **Defects Liability Schedule** under GCC Sub Clause 19.1 that states the scope of the corrections or additions that are necessary.

35. Release from Performance

35.1 If any event or circumstance outside the control of the parties (including, but not limited to, **Force Majeure**) arises which makes it impossible or unlawful for either or both parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the parties to be released from further performance of the Contract, then upon notice by either party to the other party of such event or circumstance:

- (a) 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 and Settlement of Disputes

36. Termination

36.1 Termination for Default

- (a) The Procuring Entity or the Contractor, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of Contract.
- (b) Fundamental breaches of the Contract shall include, but shall not be limited to, the following:
 - (i) 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;
 - (ii) 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;
 - (iii) 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 29.2;
 - (iv) 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;
 - (v) the Contractor, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices as defined in GCC Clause 2, in competing for or in executing the Contract.

37. Payment upon Termination

- 37.1 If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 36.1.1 by the Contractor, the Project Manager shall issue a certificate for the value of the Works done and Plant and Materials ordered less advance payments received up to the date of the issue of the certificate and less the amount from percentage to apply to the contract value of the works not completed, as indicated in the **PCC**.

38. Property

- 38.1 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 Arbitration

39. Settlement of Disputes

39.1 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.

39.2 Arbitration

- (a) If the parties are unable to reach a settlement as per GCC Clause 39.1 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.
- (b) The arbitration shall be conducted in accordance with the Arbitration Act (**Act No 1 of 2001**) of Bangladesh as at present in force and in the place shown in the **PCC**.

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(d)	The Contractor is <i>[Name, address]</i>
GCC 1.1(t)	The Procuring Entity is Bangladesh Water Development Board (BWDB) represented by Executive Engineer, Sunamganj O&M Division, BWDB, Sunamganj.
GCC 1.1(u)	The Engineer is the Name: Md. Mizanur Rahman, Executive Engineer, Address: Sunamganj O&M Division, BWDB, Sunamganj.
GCC 1.1(v)	The place of supplying the bags is located South Sunamgonj & Jagannathpur UNO Office and as per direction of Engineer in charge.
GCC 1.1(aa)	The Supply consists of Supply 50 kg synthetic bag.
GCC 3.1 (j)	Other documents forming part of the Contract are; Not Applicable. <i>[list other documents viz. Site Investigation Reports, relevant correspondences prior to signing of the Contract agreement etc.]</i>
GCC 5.1	Exact location of the supplying the bags to the contractor as per requirement and as per direction of Engineer in charge.
GCC 10.1	The Start Date shall be as per requirement and as per direction of Engineer in charge. <i>[it is the last date when the Contractor shall commence execution of the Works under the Contract]</i>
GCC 11.1	The Intended Completion Date for the whole of the Works shall be within 7 (Seven) Days from starting date in charge.
GCC 12.1	The Contractor shall submit a Programme for the Works within 1 (One) days of signing the Contract.
GCC 19.2	The Defects Liability Period is 180 days.
GCC 20.2	The Contract price is <i>[insert the amount]</i>
GCC 27.1(f)	The following additional events shall also be the Compensation Events: <i>[list events or state none]</i>
GCC 28.1	The proportion of payments retained is 10% (Ten) percent. <i>[state "none" if not applicable. If applicable then the proportion of Retention Money shall be equal to the percentage-shortfall of ten (10) percent of Performance Security determined at the time of signing the Contract.</i> <i>Again in case of unbalanced Tender or because of front loading, provision for Retention Money shall not be applicable]</i>

GCC 29.1	The liquidated damages for the whole of the Works are half of one percentage of the final contract price per week of delay. The maximum amount of liquidated damages of the whole of the Works is 10 percent of the final contract price. <i>[usually the percent-rate of liquidated damages is set at between 0.05 and 0.10 of ONE (1) percent of final Contract price of the uncompleted Works or any part there of it's per day of delay]</i> <u>Guide to application of GCC Sub Clause 28.1 above</u> <i>[Liquidated damages is equivalent to an amount to be determined in accordance with the following formula</i> $T_{LD} = V_{UW} \times P \times n$ <i>Where;</i> T_{LD} = Total amount of Liquidated Damages V_{UW} = Value of Uncompleted Works (i.e. works not having been completed as of the expiry of the Intended Completion Date plus the works completed after the expiry of the Intended Completion Date). V_{UW} shall be calculated by deducting the value of the completed works under the Contract from the total Contract price. P = Percent-rate at which the Liquidated Damages shall be imposed for every day of delay of the final Contract price of the uncompleted Works or any part there of. n = No of days of delay for completion of works under the Contract]
GCC 29.2	The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is 10% (Ten) percent of the final Contract price of the whole of the Works. <i>[usually the total amount of liquidated damages shall not exceed ten (10) percent of the final Contract price for the whole of the Works]</i>
GCC 37.1	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% (Twenty) percent. <i>[usually between ten (10) to twenty (20) percent depending on the nature of the Works]</i>
GCC 39.2(b)	The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the office of the Superintending Engineer, Sylhet O&M Circle, BWDB, Sylhet.

Section 5. Tender & Contract Forms

Form	Title
Tender Forms	
PW2 ñ 1	Tender Submission Letter
PW2 ñ 2	Tenderer's Information
PW2 ñ 3	Bank Guarantee for Tender Security (<i>when this option is chosen</i>)
Contract Forms	
PW2 ñ 4	Notification of Award
PW2 ñ 5	Contract Agreement
PW2 ñ 6	Bank Guarantee for Performance Security (<i>when this option is chosen</i>)

Forms **PW2-1** to **PW2-3** comprises part of the Tender Format and should be completed as stated in ITT Clauses.12.1

Forms **PW2-4** to **PW-6** comprises part of the Contract as stated in GCC Clause 3.

Tender Submission Letter (Form PW2-1)

[This letter should be completed and signed by the Authorised Signatory preferably on the Letter-Head Pad of the Tenderer]

To: <i>[Name and address of Procuring Entity]</i>	Date :	
Invitation for Tender No:	Tender Package No:	Lot No:

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

The Tender Price is: (ITT Clause 13)	<i>Taka [state amount in figures] and Taka[state amount in words]</i>
---	---

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

- (a) our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 16.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) a Tender Security is attached in the form of a *[pay order/ bank draft/ bank guarantee]* in the amount stated in the Tender Data Sheet (ITT Sub Clause 17.1) and valid for a period of twenty eight (28) days beyond the Tender validity date;
- (c) if our Tender is accepted, we commit to furnishing a Performance Security within the time stated under ITT Sub Clause 37.2 in the amount stated in the Tender Data Sheet (ITT Sub Clause 37.1) and valid for a period of twenty eight (28) days beyond the date of issue of the Completion Certificate of the Works;
- (d) we have examined and have no reservations to the Tender Document, issued by you on *[insert date]*;
- (e) We, declare that we are eligible to participate in this Tender and meet the eligibility criteria specified in the Tender Document (ITT Clause 3);
- (f) furthermore, we are aware of ITT Clause 2.2 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract
- (g) 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

Attachment 1: Written confirmation authorising the above signatory (ies) to commit the Tenderer
[ITT Sub Clause 12.1]

Tenderer Information (Form PW2-2)

[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 nClauses 3 & 12]				
1.1	Tenderer's legal title			
1.2	Tenderer's registered address			
1.3	Tenderer's year of registration			
1.4	(VAT) Number			
1.5	(TIN) Number			
2. Qualification Information of the Tenderer				
2.1	Specific Experience in Construction Works of Tenderer [ITT n Clause 7.1] Completed Contracts of similar nature, complexity and methods/construction technology			
	Contract No	[insert reference no] of [insert year]		
	Name of Contract	[insert name]		
	Role in Contract [tick relevant box].	Prime Contractor	Subcontractor	Management Contractor
	Award date	[insert date]		
	Completion date	[insert date]		
		Total Contract Value		
		[insert amount]		
Procuring Entity's Name & Address				
2.2	Average annual construction turnover [ITT Sub Clause 8.1(a)] [Certificate of payments received for each year of works in progress or completed, at the end of the period reported]			
	Year	Amount	Taka	
2.3 Financial Resources available to meet the construction cash flow [ITT Sub Clause 8.1(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 15.1(a), (b) & (c).				
2.4 Contact Details [ITT Sub Clause 15.1 (d) & (e)]				
	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			

Bank Guarantee for Tender Security (Form PW2-3)

[This is the format for the Tender Security to be issued by a scheduled Bank of Bangladesh in accordance with ITT Sub Clause 18.2]

Invitation for Tender No:

Date:

Tender Package / Lot No:

To:[Name and address of the Procuring Entity]

TENDER GUARANTEE No:

We have been informed that *[name of Tenderer]* (hereinafter called 'the Tenderer') intends to submit to you its Tender dated *[date of Tender]* (hereinafter called 'the Tender') for the 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 Tender must be supported by a Bank Guarantee for Tender Security.

At the request of the Tenderer, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk *[insert amount in figures and words]* upon receipt by us of your first written demand accompanied by a written statement that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- a. has withdrawn its Tender after opening of Tenders but within the validity of the Tender Security; or
- b. refused to accept the Notification of Award (NOA) within the period as stated under ITT; or
- c. failed to furnish Performance Security within the period stipulated in the NOA; or
- d. refused to sign the Contract Agreement by the time specified in the NOA; or
- e. did not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT.

This guarantee will expire

- (a) if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Contract Agreement signed by the Tenderer or a copy of the Performance Security issued to you in accordance with the ITT; or
- (b) if the Tenderer is not the successful Tenderer, twenty eight (28) days after the expiration of the Tenderer's Tender validity period, being *[date of expiration of the Tender validity plus twenty eight (28) days]*.

Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

Notification of Award (Form PW2-4)

Contract No:
To:

Date:

[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:

- i. accept in writing the Notification of Award within seven (7) working days of its issuance pursuant to ITT Sub Clause 36.1
- ii. furnish a Performance Security in the amount of Tk *[state amount in figures and words]*, within seven (7) working days of acceptance of this Notification of Award but not later than *[specify date]*, in accordance with ITT Clause 37.2
- iii. sign the Contract within fourteen (14) working days of issuance of this Notification of Award but not later than *[specify date]*, in accordance with ITT Sub Clause 40.1

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 PW2-5)

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:
 - (a) the signed Contract Agreement
 - (b) the Notification of Award
 - (c) the completed Tender and the appendices to the Tender
 - (d) the Particular Conditions of Contract
 - (e) the General Conditions of Contract
 - (f) the Technical Specifications
 - (g) the General Specifications
 - (h) the Drawings
 - (i) the priced Bill of Quantities and the Schedules
 - (j) 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

For the Contractor

Signature

Name

National ID No.

Title

In the presence of

Name

Address

Bank Guarantee for Performance Security (Form PW2-6)

[This is the format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Clauses 37, 38 & 39]

Contract No: [insert reference number]

Date: [insert date]

To:

[insert Name and address of Procuring Entity]

PERFORMANCE GUARANTEE No:

We have been informed that *[name of Contractor]* (hereinafter called 'the Contractor') has undertaken, pursuant to Contract No *[insert reference number of Contract]* dated *[insert date of Contract]* (hereinafter called 'the Contract'), the execution of works *[description of works]* under the Contract.

Furthermore, we understand that, according to your conditions, the Contract must be supported by a Bank Guarantee for Performance Security.

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

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

Signature

Signature

SECTION : 6 BILL OF QUANTITY

Supplying 50kg new synthetic bag for Jagannathpur O&M Sub-division, BWDB, Sunamganj under Sunamganj O&M Division BWDB, Sunamganj During The year 2011-2012.

Package No- Supply/W-66

Sl no. / Code no.	Description of item	Quantity of works.	Unit of works.	Engineers Estimate	Total amount in Tk.
1	2	3	4	5	6
BU 40-415	Supplying new synthetic bag at site.	52000 kg	Pkg	4,95,040.00	
40-415-10	Synthetic bag; Capacity 50 kg				
				Total Taka	

Maximum allowable amount (5% above) of Engineer's Estimate Tk. 5,19,792.00 (Taka five lakh nineteen thousand seven hundred ninety two) only.

Minimum allowable amount (5% below) of Engineer's Estimate Tk. 4,70,288.00 (Taka four lakh seventy thousand two hundred eighty eight) only.

Total Price of Tender (In figure):

Total Price of Tender (In word):

Name of Tenderer :

Address:

Telephone No:

Bank Guarantee/Bank Draft/Pay Order no:

Name of the bank:

Signature of Contractor :

7

 (Md. Miranur Rahman)
 Executive Engineer
 Sunamganj O & M Division,
 BWDB, Sunamganj.

20/3/12

Section 7. General Specifications

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 goods and 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 goods, materials, and workmanship, recognized national standards should be used as much as possible. Where other particular standards are used the specifications should state that goods, 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 goods and 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.

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.

Section 8. Particular Specifications

Notes on Particular Specifications

If an item of the Works is not covered in the General Specifications or if any specification clause requires that further details as to precise requirements for the particular Works are to be given or needs to be modified or clarified then these should be reflected in the Particular Specifications. Where the Particular Specification clause replaces or clarifies an existing clause of the General Specification then the same clause numbering system need to be followed.

Section 9. Drawings

Notes on Drawings

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder. The Drawings shall be dated, numbered and show the revision number.