

## Security

whenever the Engineer determines an addition or a reduction to the Contract price as a result of change in cost and/or legislation or a result of Variation or Extra Work Order amounting to more than fifteen (15) percent of the original Contract price, the Contractor shall at the Engineer's request promptly increase, or may decrease, as the case may be, the amount of the Performance Security furnished at the time of signing of the Contract Agreement by an equal percentage.

- 79.2 The Performance Security furnished at the time of signing of the Contract Agreement or as determined under GCC Sub Clause 79.1, shall be substituted by a new Security covering fifty (50) percent of the amount of the Performance Security to cover the Defects Liability Period.
- 79.3 The amount of the new Security under GCC Sub Clause 79.1 to be provided by the Contractor shall be calculated based on the final Contract Price and shall cover twenty eight (28) days beyond the Defects Liability Period.
- 79.4 The Employer shall notify the Contractor of any claim made against the Bank issuing the Performance Security.
- 79.5 The Employer 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 Employer has duly notified him or her ; and
  - (b) The Contractor has not paid an amount due to the Employer and the Employer has duly notified him or her.
- 79.6 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 Employer may call the full amount of the Performance Security.
- 79.7 The Employer shall not make any claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract.
- 79.8 If there is no reason to call the Performance Security, the Performance Security shall be discharged by the Employer and returned to the Contractor not later than twenty-eight (28) days following the date of issuance of Defects **Correction Certificate** of Works by the Engineer as stated under GCC Sub Clause 60.5 or as otherwise specified in the Contract.

## 80. Provisional Sums

- 80.1 Provisional Sums shall only be used, in whole or in part, in accordance with the Engineer's instructions and the Contract price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Engineer shall have instructed.
- 80.2 Plants, Materials or Services to be purchased by the



Contractor under the provisions of GCC Sub Clause 80.1 from Nominated Subcontractor(s) or for meeting the other expenditures under the Contract, and for which there shall be included in the Contract price, the actual amounts paid or due to be paid by the Contractor, and a sum for VAT, profit and overhead charges, as applicable, calculated as a percentage of these actual amounts by applying the relevant percentage rate as specified in the PCC.

80.3 The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation of purchases under GCC Sub Clause 80.2.

#### **81. Dayworks**

81.1 If applicable, the Dayworks rates in the Contractor's Tender shall be used for small additional amounts of work only when the Engineer has given written instructions in advance for additional work to be paid for in that way.

81.2 All works to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Engineer. Each completed form shall be certified and signed by the Engineer within seven (7) days of the works being done.

81.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

81.4 If Dayworks is not included in this Contract these Sub Clauses shall not apply.

#### **82. Cost of Repairs to Loss or Damages**

82.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's own cost, if the loss or damage arises from the Contractor's acts or omissions.

### **E. Completion of the Contract**

#### **83. Completion**

83.1 The Contractor shall apply by notice to the Engineer for issuing a Completion Certificate of the Works, and the Engineer shall do so upon deciding that the work is completed.

#### **84. Completion Certificate and Taking Over**

84.1 The Engineer shall, within twenty eight (28) days after receiving the Contractor's application stated under GCC Sub Clause 83.1:

(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.

84.2 If the Engineer fails either to issue the Completion Certificate or to reject the Contractor's application within the period of twenty eight (28) days, and if the Works or parts thereof, as the case may be, are substantially in accordance with the Contract, the Completion Certificate shall be deemed to have been issued on the last day of that period.

84.3 The Employer shall Take-Over the Site and the Works within seven (7) days of the Engineer issuing a Completion Certificate under GCC Sub Clause 84.1.

#### 85. Amendment to Contract

85.1 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 duly approved under the conditions of the Contract.

85.2 The Employer contracting, shall amend the Contract incorporating the required approved changes subsequently introduced to the original terms and conditions of the Contract in line with the Rules, including prior review, where necessary.

#### 86. Final Account

86.1 The Contractor shall submit with a detailed account of the total amount that the Contractor considers payable under the Contract to the Engineer before the end of the Defects Liability Period.

86.2 The Engineer shall certify the **Final Payment** within fifty six (56) days of receiving the Contractor's account if the payable amount claimed by the Contractor is correct and the corresponding works are completed.

86.3 If it is not, the Engineer shall issue within fifty six (56) days a **Defects Liability Schedule** under GCC Sub Clause 60.1 that states the scope of the corrections or additions that are necessary.

86.4 If the **Final Account of Works** submitted under GCC Sub Clause 86.1 is unsatisfactory even after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate.

#### 87. As-built Drawings and Manuals

87.1 If "As Built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PCC.

87.2 If the Contractor does not supply the Drawings and/or Manuals by the dates specified in GCC Sub Clause 87.1, or they do not receive the Engineer's approval, the Engineer shall withhold a nominal amount specified in the PCC from payments due to the Contractor.



**88. Force Majeure**

88.1 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind stated below;

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

**89. Notice of Force Majeure**

89.1 If a party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented.

89.2 The notice under GCC Sub Clause 89.1 shall be given within fourteen (14) days after the party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

89.3 The party shall, having given notice, be relieved from performance of its obligations for so long as such Force Majeure prevents it from performing the works.

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

**90. Duty to Minimize Delay**

90.1 Each party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.

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

**91. Consequences of Force Majeure**

91.1 If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under GCC Sub Clause 89, and suffers delay and/or incurs cost by reason of such Force Majeure, the Contractor shall be entitled subject to GCC Sub Clause 99 to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under GCC Clause 45, and



- (b) if the event or circumstance is of the kind described sub-paragraphs (a) to (e) of GCC Sub Clause 88.1 and, in the case of sub-paragraphs (b) to (e), occurs in the Country, payment of any such cost, including the costs of rectifying or replacing the Works and Physical services damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in GCC Clause 37.

91.2 After receiving notice under GCC Sub Clause 89.2, the Engineer shall proceed to determine these matters under the provisions of the Contract.

**92. Force Majeure  
Affecting  
Subcontractor**

92.1 If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from Force Majeure on terms additional to or broader than those specified in this Clause, such additional or broader Force Majeure events or circumstances shall not be relieved of the Contractor's non-performance or entitle him or her to relief under this Clause.

**93. Optional  
Termination,  
and Release**

93.1 If the execution of substantially all the Works in progress is prevented for a continuous period of eighty four (84) days by reason of Force Majeure of which notice has been given under GCC Sub Clause 89, or for multiple periods which total more than one hundred forty (140) days due to the same notified Force Majeure, then either party may give to the other party a notice of termination of the Contract. In this event, the termination shall take effect seven (7) days after the notice is given, and the Contractor shall proceed to cessation of Works and removal of Contractor's Equipment from Site.

**94. Release from  
Performance**

94.1 Notwithstanding any other provision of this Clause, 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, and
- (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under GCC Sub Clause 96.3 if the Contract had been terminated under GCC Sub Clause 95.3.



## **F. Termination and Settlement of Disputes**

### **95. Termination**

#### **95.1 Termination for Default**

- (a) The Employer 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 Engineer;
  - (ii) the Engineer instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty-eight (28) days;
  - (iii) the Engineer 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 Engineer;
  - (iv) the Engineer gives Notice that the failure to achieve the progress in accordance with the updated Programme of Works by the Contractor is a non-fulfilment of contractual obligations and the Contractor fails to restore it within a reasonable period of time instructed by the Engineer;
  - (v) the Contractor does not maintain a Security, which is required;
  - (vi) 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 76;
  - (vii) the Contractor has subcontracted the whole of the Works or has assigned the Contract without the required agreement and without the approval of the Engineer;
  - (viii) the Contractor, in the judgment of the Employer has engaged in practices, as defined in GCC Sub Clause 39, in competing for or in executing the Contract.
- (c) A payment certified by the Engineer is not paid by the Employer to the Contractor within twenty eight (28) days of the date of the Engineer's certificate.
- (d) The contractor may be debarred by the Procuring entity for one or two years with the approval of HOPE, if the contract is terminated due to breach of contract.



95.2 **Termination for Insolvency**

The Employer and the Contractor may at any time terminate the Contract by giving twenty eight (28) days written notice to the other party if either of the party becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

95.3 **Termination for Convenience**

- (a) The Employer, by giving twenty eight (28) days written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective. The termination shall take effect twenty eight (28) days after the later dates on which the Contractor receives this notice or the Employer returns the Performance Security.
- (b) The Employer shall not terminate the contract under GCC Sub Clause 95.3 (a) in order to execute the Works itself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor as stated under GCC Sub Clause 95.1(a).

95.4 In the event the Employer terminates the Contract in whole or in part, the Employer shall accept the portion of the Works that are complete and ready for handing over after the Contractor's receipt of notice of termination of the Contract. For the remaining portion of the Works, the Employer may elect:

- (a) to have any portion completed by the Contractor at the Contract terms and prices; and /or
- (b) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Works and for materials and parts previously procured by the Contractor, or
- (c) except in the case of termination for convenience as stated under GCC Sub Clause 95.3 (b), engage another Contractor to complete the Works, and in that case the Contractor shall be liable to the Employer for any cost that may be incurred in excess of the sum that would have been paid to the Contractor, if the work would have been executed and completed by him or her.

95.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as is reasonably possible



**96. Payment upon Termination**

- 96.1 If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 95.1 by the Contractor, the Engineer 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. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 96.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a payment certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's foreign personnel employed solely on the Works and recruited specifically for the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 96.3 If the Contract is terminated for reasons of Force Majeure, the Engineer shall determine the value of the work done and issue a Payment Certificate which shall include:
- (a) the amounts payable for any work carried out for which unit rates or prices are stated in the Contract;
  - (b) the cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;
  - (c) other costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;
  - (d) the cost of removal of Temporary Works and Contractor's Equipment from the Site; and
  - (e) the cost of repatriation of the Contractor's staff and labor employed wholly in connection with the Works at the date of termination.

**97. Property**

- 97.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default stated under GCC Sub Clause 93.1.

**98. Frustration**

- 98.1 If the Contract is frustrated by the occurrence of a situation of Force Majeure as defined in GCC Sub Clause 88, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as



quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any work carried out afterwards to which a commitment was made.

## **G. Claims, Disputes and Arbitration**

### **99. Contractor's Claims**

- 99.1 If the Contractor considers himself to be entitled to any extension of the Completion Time and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Employer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than twenty eight (28) days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 99.2 If the Contractor fails to give notice of a claim within such period of twenty eight (28) days, the Intended Completion Date shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim.
- 99.3 Within forty two (42) days after the Contractor became aware or should have become aware of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed, for settlement.

### **100. Settlement of Disputes**

#### **Amicable settlement**

- 100.1 The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.



### **Arbitration**

- 100.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation as stated under GCC Clause 100.1, then either the Employer or the Contractor may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub Clause 100.3, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration.
- 100.3 Arbitration shall be commenced prior to or after execution of the Works under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the PCC.
- 100.4 Notwithstanding any reference to arbitration hereinabove the parties shall continue to perform their respective responsibilities under the Contract unless agreed otherwise and, the Employer shall pay any monies due to the Contractor.



## 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.*

| <b>GCC Clause</b>   | <b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>GCC 1.1(k)</b>   | The Contractor is<br><i>[Name, address, and name of authorized representative]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>GCC 1.1(hh)</b>  | The Employer is:<br>Executive Engineer, Sirajganj O&M Division, BWDB, Amlapara, Sirajganj.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>GCC 1.1(ii)</b>  | The Engineer is: Executive Engineer, Sirajganj O&M Division, BWDB, Amlapara, Sirajganj.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>GCC 1.1 (dd)</b> | The original Contract price is <i>[insert the amount in the NOA]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>GCC 1.1(aa)</b>  | The Intended Completion Date for the whole of the Works shall be 18 months from the of commencement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>GCC 1.1(II)</b>  | The Site is located at Upazilla: Ullapara, Shahjadpur & of Sirajganj district of Bangladesh and is defined in drawings No: BOG-DRDG-8629 (1 to 10) dated: 15-12-2019.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>GCC 1.1(qq)</b>  | The Start Date shall be 01-06-2020 (Indicative).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>GCC 1.1(uu)</b>  | <p>The work consists of dredging of 94.00 km of Karotoa-Fuljor-Hurasagor river in two separate lots (27.00 km for this lot) in Sirajganj district. It also includes transportation and safe disposal of the dredged earth up to a distance of 1500 metre and above at the specified area as shown in the related drawings or as directed by the Engineer in Charge in conformation with the specifications. Management of dredged earth in proper way and its maintenance for at least 1(one) year is one of main objective of the Dredging. A part of the dredged earth disposal is aimed at attainment of construction of Flood control embankment/village road along the both bank of Karotoa-Fuljor-Hurasagor in Sirajganj district. Therefore, agricultural land and homestead areas, business centre, agriculture farm, industries etc. on the both bank of Karotoa-Fuljor-Hurasagor River remains flood free during the monsoon.</p> <p>The dredged earth disposed in a specific manner on both bank of Karotoa-Fuljor-Hurasagor river on leased private land (payment for land leasing for dredged earth disposal has been included as separate item in the BOQ)/govt. own land as per direction of Engineer in Charge and to be protected it from being washed out/eroded away by river current/rain water flow or by any other means with bamboo/bullah piling, dumping/placing geo-bags and synthetic bags, geo fabric sheeting etc. as per drawing and direction of Engineer in charge.</p> <p>Dredging work have to be done by operating cutter suction dredger of different diameter (maximum 18"), use of booster pump for safe disposal of dredged earth where necessary, Construction and dismantling of outlet for dumping and disposal of water from disposal area, Manufacturing and supplying C.C. blocks in leanest mix. 1:2.5:5, with cement, sand (FM<math>\geq</math>1.5) and Stone Chips (40mm downgraded), to attain a minimum 28 days cylinder strength of 12 N/mm<sup>2</sup> including grading, dumping of CC blocks, Erection and maintenance of site office and removal of the same after completion of work.</p> |
| <b>GCC 2.5</b>      | The Sectional Completion Dates are: Not Applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |



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|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>GCC 3.1</b>     | <p>The Employer's address for the purpose of communications under this contract is:<br/> Contact person: Executive Engineer<br/> Address: O&amp;M Division, BWDB, Amlapara, Sirajganj.<br/> Tel: 0751-62268<br/> Fax: 0751-62268<br/> e-mail address: xensirajbwdb@gmail.com</p> <p>The Contractor's address for the purpose of communications under this contract is:<br/> Contact person:<br/> Address:<br/> Tel:<br/> Fax:<br/> e-mail address:</p> |
| <b>GCC 6.1 (j)</b> | <p>Other documents forming part of the Contract are;</p> <ol style="list-style-type: none"> <li>i. Schedule of Key Personnel</li> <li>ii. Site Investigation Report</li> <li>iii. Relevant correspondences prior to signing of Contract Agreement</li> <li>iv. Certified certificates of completion of works/projects</li> </ol>                                                                                                                       |
| <b>GCC 9.1</b>     | <p>A Contractor or a Subcontractor that is a national of, or registered in, the following countries are not eligible: <b>Israel</b></p>                                                                                                                                                                                                                                                                                                                |
| <b>GCC 9.2</b>     | <p>Materials, Equipment, Plants and supplies shall not have their origin in the following countries: <b>Israel</b></p>                                                                                                                                                                                                                                                                                                                                 |
| <b>GCC 13.1</b>    | <p>Possession of the Site or part(s) of the Site, to the Contractor shall be given on the following date(s); Within 21 (Twenty One) days from the date of commencement as per contract agreement</p>                                                                                                                                                                                                                                                   |
| <b>GCC 19.1</b>    | <p>Following Key Personnel to carry out the functions stated in the Schedule shall be employed by the Contractor;</p> <ol style="list-style-type: none"> <li>1. Project Manager</li> <li>2. Administration &amp; Finance Manager</li> <li>3. Director Operation</li> <li>4. Mid-level Engineer, Dredging</li> <li>5. Junior Engineer, Dredging</li> <li>6. Supervisor for Dredging/works</li> <li>7.</li> </ol>                                        |
| <b>GCC 21.1</b>    | <p>Nominated Sub-contractor(s) named below: Not applicable.</p>                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>GCC 23.1</b>    | <p>The Contractual matters between the Employer and the Contractor shall be decided by: Project Director &amp; Chief Engineer, North Western Zone, BWDB, Rajshahi, Bangladesh.</p>                                                                                                                                                                                                                                                                     |



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|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GCC 37.1 | The minimum insurance cover shall be:                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                         |
|          | (a)                                                                                                                                                                                                                                                                                                                                       | The maximum deductible for insurance of the Works and of Plant and Materials is <b>10 (Ten)% [to be specified in BDT]</b> .<br><i>the Contractor shall provide this amount at the time of Contract signing.</i>                         |
|          | (b)                                                                                                                                                                                                                                                                                                                                       | The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is 110 (One hundred Ten)% <b>to be specified in BDT</b> .                                                          |
|          | (c)                                                                                                                                                                                                                                                                                                                                       | The maximum deductible for insurance of Equipment is <b>10 (Ten)% [ to be specified in BDT]</b> .<br><i>the Contractor shall provide this amount at the time of Contract signing.</i>                                                   |
|          | (d)                                                                                                                                                                                                                                                                                                                                       | The minimum cover for loss or damage to Equipment is 110 (One Hundred Ten)% <b>[to be specified in BDT]</b> .                                                                                                                           |
|          | (e)                                                                                                                                                                                                                                                                                                                                       | The maximum deductible for insurance of other property is 10 (Ten)% <b>[to be specified in BDT]</b> .<br><i>[the Contractor shall state this amount at the time of Contract signing]</i>                                                |
|          | (f)                                                                                                                                                                                                                                                                                                                                       | The minimum cover for insurance of other property is 10 (Ten)% of the Contract price <b>[to be specified in BDT]</b> .                                                                                                                  |
|          | (g)                                                                                                                                                                                                                                                                                                                                       | The minimum cover for personal injury or death insurance:<br>(i) for the Contractor's employees is as per the law and common practice in Bangladesh.<br>(ii) and for third parties is as per the law and common practice in Bangladesh. |
| GCC 40.1 | Commencement Date of Works shall be as follows;<br><b>As per GCC clause no. 40.</b>                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                         |
| GCC 42.1 | The Contractor shall submit a Programme for the Works within 15 (Fifteen) days of signing the Contract.                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                         |
| GCC 42.2 | The period between Programme updates is; Monthly.                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                         |
| GCC 42.3 | The amount to be withheld for late submission of an updated Programme is BDT 1,50,000.00 (One Hundred Fifty Thousand) only.                                                                                                                                                                                                               |                                                                                                                                                                                                                                         |
| GCC 60.2 | The Defects Liability Period is: Not applicable.                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                         |
| GCC 62.1 | The Contract Price is BDT..... <b>[insert amount]</b><br><i>[amount shall be the same as stated in the NOA; Form PW7-7]</i>                                                                                                                                                                                                               |                                                                                                                                                                                                                                         |
| GCC 69.3 | The particulars of the Bank Account nominated are as follows:<br>Title of the Account : [insert title to whom the Contract awarded]<br>Name of the Bank : [insert name with code, if any]<br>Name of the Branch : [insert branch name with code ,if any]<br>Account Number : [insert number]<br>Address : [insert location with district] |                                                                                                                                                                                                                                         |

|                    |                                                                                                                                                                                                                    |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                    | <p>Tel :<br/>Fax :<br/>e-mail address :<br/><i>[information furnished by the Contractor shall be substantiated by the concerned Bank and authenticated by the Employer]</i></p>                                    |
| <b>GCC 70.2</b>    | The Contractor shall be entitled to receive financing charges for delayed payment during the period of delay at the annual rate of interest of: <b>Nil</b>                                                         |
| <b>GCC 72.1(m)</b> | The following additional events shall also be the Compensation Events: <b>None</b>                                                                                                                                 |
| <b>GCC 74.1</b>    | The Contract is not subject to price adjustment.                                                                                                                                                                   |
| <b>GCC 75.1</b>    | The proportion of payments to be retained is <b>05 (Five)</b> percent.                                                                                                                                             |
| <b>GCC 76.1</b>    | The amount of Liquidated Damages or in other words Delay Damages for the incomplete Works or any part thereof is <b>0.05 (Zero Point Zero Five) of 1 (One)</b> percent of its Contract price per day of delay.     |
| <b>GCC 76.2</b>    | The maximum amount of Liquidated Damages for the incomplete Works or any part thereof is <b>10 (Ten)</b> percent of the final Contract price of the whole of the Works.                                            |
| <b>GCC 77.1</b>    | <p>The Bonus for the whole of the Works, is: <b>None</b></p> <p>The maximum amount of Bonus for the whole of the Works is: <b>None</b></p>                                                                         |
| <b>GCC 78.1</b>    | The Advance Payment shall be: 10 (Ten)% of the contract price.                                                                                                                                                     |
| <b>GCC 78.4</b>    | Repayment of Advance Payment shall be at the rate of: 33.33 (Thirty Three Point Three Three)% of Advanced amount.                                                                                                  |
| <b>GCC 80.2</b>    | The percentage for adjustment of Provisional Sums is: <b>None</b>                                                                                                                                                  |
| <b>GCC 87.1</b>    | <p>The date by which "<b>as-built</b>" drawings are required is: Within 30 (Thirty) days of completion of contract.</p> <p>The date by which operating and maintenance manuals are required is: Not applicable</p> |
| <b>GCC 87.2</b>    | The amount to be withheld for failing to produce " <b>as-built</b> " drawings and/or operating and maintenance manuals by the date required is BDT 1.00 (One) million.                                             |
| <b>GCC 96.1</b>    | The percentage to apply to the contract value of the works not completed, representing the Employer's additional cost for completing the incomplete Works, is 20 (Twenty) percent of the incomplete work.          |



|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GCC 100.3 | The rules of procedure for arbitration proceedings shall be as follows:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|           | <p>(i) In the case of a dispute between the Employer and the <b>foreign Contractor</b>, Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the <b>United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976</b> as at present in force.</p> <p>OR</p> <p>All disputes arising in connection with the present Contract shall be finally settled under the <b>Rules of Conciliation and Arbitration of the International Chamber of Commerce</b> by one or more arbitrators in accordance with the said rules.</p> <p>(ii) In the case of a dispute between the Employer and the <b>national Contractor</b>, in particular, the arbitration shall be conducted in accordance with the <b>Arbitration Act (Act No 1 of 2001) of Bangladesh</b> as at present in force and in the place. Will be started when required.</p> |



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## Appendix to the Tender

[In Tables below, the Procuring Entity shall indicate the source and base values with dates of Indexes, unless otherwise instructed to be quoted by the Tenderer, for the different Cost Components and mention its Weightings or Coefficients]

**Table 1.1: Price Adjustment Data**  
[ITT Sub Clause 27.12: To be provided by the Procuring Entity]

| Index Descriptions | Base Value | Sources of Index |
|--------------------|------------|------------------|
|                    |            |                  |
|                    |            |                  |
|                    |            |                  |
|                    |            |                  |
|                    |            |                  |

**Note:**

1. The sources of Indexes and its values with dates shall be Bangladesh Bureau of Statistics (BBS) unless otherwise mentioned by the Procuring Entity or instructed to be quoted by the Tenderer.
2. The Procuring Entity may require the Tenderer to justify its proposed Indexes, if quoted by the Tenderer.
3. The Base Value of the Indexes shall be those prevailing twenty eight (28) days prior to the deadline for submission of the Tenders.



**Table 1.2: Price Adjustment Data**  
 [GCC Sub Clause 74.1: To be provided by the Procuring Entity]

| Item Group | Bill No. if applicable | Index Descriptions | Coefficient s or Weightings for non-adjustable Cost Component | Coefficients or Weightings for adjustable Cost Components |   |   |   |   |   |   |   |   |   | Total |
|------------|------------------------|--------------------|---------------------------------------------------------------|-----------------------------------------------------------|---|---|---|---|---|---|---|---|---|-------|
|            |                        |                    |                                                               | a                                                         | b | c | d | e | f | g | h | i | j |       |
|            |                        |                    |                                                               |                                                           |   |   |   |   |   |   |   |   |   | 1     |
|            |                        |                    |                                                               |                                                           |   |   |   |   |   |   |   |   |   | 1     |
|            |                        |                    |                                                               |                                                           |   |   |   |   |   |   |   |   |   | 1     |
|            |                        |                    |                                                               |                                                           |   |   |   |   |   |   |   |   |   | 1     |
|            |                        |                    |                                                               |                                                           |   |   |   |   |   |   |   |   |   | 1     |
|            |                        |                    |                                                               |                                                           |   |   |   |   |   |   |   |   |   | 1     |

**Note:**

The Weightings or Coefficients of the Cost Components shall be mentioned by the Employer based on the proportion of components involved in the work items caused to be impacted by rise and fall in its prices.



## Section 5. Tender and Contract Forms

| Form                  | Title                                                                             |
|-----------------------|-----------------------------------------------------------------------------------|
| <b>Tender Forms</b>   |                                                                                   |
| <b>PW7A – 1a</b>      | Technical Offer Submission Letter                                                 |
| <b>PW7A – 1b</b>      | Financial Offer Submission Letter                                                 |
| <b>PW7A – 2</b>       | Tenderer Information                                                              |
| <b>PW7A – 3</b>       | JV Partner Information ( <i>if applicable</i> )                                   |
| <b>PW7A – 4</b>       | Subcontractor Information ( <i>if applicable</i> )                                |
| <b>PW7A – 5</b>       | Personnel Information                                                             |
| <b>PW7A – 6</b>       | Bank Guarantee for Tender Security                                                |
| <b>Contract Forms</b> |                                                                                   |
| <b>PW7A – 7</b>       | Notification of Award                                                             |
| <b>PW7A – 8</b>       | Contract Agreement                                                                |
| <b>PW7A – 9</b>       | Bank Guarantee for Performance Security                                           |
| <b>PW7A – 10</b>      | Bank Guarantee for Advance Payment ( <i>if applicable</i> )                       |
| <b>PW7A – 11</b>      | Bank Guarantee for Retention Money Security ( <i>when this option is chosen</i> ) |

Forms **PW7A -1** to **PW7A -6** comprises part of the Tender Format and should be completed as stated in ITT Clause 20.

Forms **PW7A -7** to **PW7A -11** comprises part of the Contract as stated in GCC Clause 6.



## Technical offer Submission Letter (Form PW7A-1a)

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

To:

*[Contact Person]*

*[Name of Procuring Entity]*

*[Address of Procuring Entity]*

Date:

Invitation for Tender No:

*[indicate IFT No]*

Tender Package No:

*[indicate Package No]*

This Package is divided into the following Number of Lots

*[indicate number of Lot(s)]*

We, the undersigned, offer to execute in conformity with the Conditions of Contract and associated Contract documents, the following Works and Physical services, viz:

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 33.2) 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 **Bank Guarantee** in the amount stated in the Tender Data Sheet (ITT Sub Clause 35.2) 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 70.2 in the amount stated in the Tender Data Sheet (ITT Sub Clauses 69.2 and 69.3) and in the form specified in the Tender Data Sheet (ITT Sub Clause 70.1) 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]*; including Addendum to Tender Document No(s) *[state numbers]* issued in accordance with the Instructions to Tenderers (ITT Clause 11). *[insert the number and issuing date of each addendum; or delete this sentence if no Addendum has been issued]*;
- (e) we, including as applicable, any JVCA partner or Specialist Subcontractor for any part of the contract resulting from this Tender process, have nationalities from eligible countries, in accordance with ITT Clause 5;
- (f) we are submitting this Tender as a sole Tenderer in accordance with ITT Sub Clause 40.3  
or  
we are submitting this Tender as the partners of a JVCA, comprising the following other partners in accordance with ITT b Clause 40.4;



|   | Name of Partner | Address of Partner |
|---|-----------------|--------------------|
| 1 |                 |                    |
| 2 |                 |                    |
| 3 |                 |                    |
| 4 |                 |                    |

- (g) we are not a Government owned entity as defined in ITT Clause 5.
- (h) or  
we are a Government owned entity, and we meet the requirements of ITT Clause 5;
- (i) we, including as applicable any JVCA partner, declare that we are not associated, nor have been associated in the past, directly or indirectly, with a consultant or any other entity that has prepared the design, specifications and other documents in accordance with ITT Clause 5;
- (j) we, including as applicable any JVCA partner or Specialist Subcontractor for any part of the contract resulting from this Tender process, have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices in accordance with ITT Clause 5;
- (k) furthermore, we are aware of ITT Clause 4 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;
- (l) we intend to subcontract an activity or part of the Works, in accordance with ITT Clause 14, to the following Specialist Subcontractor(s);

| Activity or part of the Works | Name of Specialist Subcontractor with Address |
|-------------------------------|-----------------------------------------------|
|-------------------------------|-----------------------------------------------|

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |

- (m) we, including as applicable any JVCA partner, confirm that we do not have a record of poor performance, such as abandoning the works, not properly completing contracts, inordinate delays, or financial failure as stated in ITT Clause 5, and that we do not have, or have had, any litigation against us, other than that stated in the Tenderer Information (**Form PW7A-2**);
- (n) 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;
- (o) we, including as applicable any JVCA partner, confirm that we do not have a record of insolvency, receivership, bankrupt or being wound up, our business activities were not been suspended, and it was not been the subject of legal proceedings in accordance with ITT Clause 5;



- (p) we, including as applicable any JVCA partner, confirm that we have fulfilled our obligations to pay taxes and social security contributions applicable under the relevant national laws and regulations of Bangladesh in accordance with ITT Clause 5;
- (q) we understand that you reserve the right to reject all the Tenders or annul the Tender proceedings, without incurring any liability to Tenderers, in accordance with ITT Clause 64.

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

*[If there is more than one (1) signatory, or in the case of a JVCA, add other boxes and sign accordingly].*

**Attachment 1:**

[ITT Clause 40]

Written confirmation authorising the above signatory(ies) to commit the Tenderer

*[and, if applicable]*

**Attachment 2:**

[ITT Clause 18]

Copy of the JV Agreement / Letter of Intent to form JV with draft proposed Agreement



## Financial offer Submission Letter (Form PW7A-1b)

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

To:

Date:

*[Contact Person]*

*[Name of Procuring Entity]*

*[Address of Procuring Entity]*

Invitation for Tender No:

*[indicate IFT No]*

Tender Package No:

*[indicate Package No]*

This Package is divided into the following Number of Lots

*[indicate number of Lot(s)]*

We, the undersigned, offer to execute in conformity with the Conditions of Contract and associated Contract documents, the following Works and Physical services, viz:

In accordance with ITT Clauses 27 and 28, the following prices and discounts apply to our Tender:

|                                                                                         |                                                                                    |
|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| The Tender Price is:<br>(ITT Sub Clause 27.1)                                           | <i>[insert amount in Tender currency]</i><br><i>[insert above amount in words]</i> |
| In accordance with ITT Clause 27.6, the following discounts shall apply to our Tender   |                                                                                    |
| The unconditional discount proposed<br>in this package/Lot is:<br>(ITT Sub Clause 27.7) | <i>[insert %]</i><br><i>[insert percent in words]</i>                              |

and we shall accordingly submit an Advance Payment Guarantee in the format shown in Form **PW7A-10**.

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

- our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 33.2) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- a Tender Security is attached in the form of a **bank guarantee** in the amount stated in the Tender Data Sheet (ITT Sub Clause 35.2) and valid for a period of twenty eight (28) days beyond the Tender validity date;
- if our Tender is accepted, we commit to furnishing a Performance Security within the time stated under ITT Sub Clause 70.2 in the amount stated in the Tender Data Sheet (ITT Sub Clauses 69.2 and 69.3) and in the form specified in the Tender Data Sheet (ITT Sub Clause 70.1) 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]*; including Addendum to Tender Document No(s) *[state numbers]*, issued in accordance with the Instructions to Tenderers (ITT Clause 11). *[insert the number and issuing date of each addendum; or delete this sentence if no Addendum has been issued]*;
- (e) we, including as applicable, any JVCA partner or Specialist Subcontractor for any part of the contract resulting from this Tender process, have nationalities from eligible countries, in accordance with ITT Clause 5;
- (f) we are submitting this Tender as a sole Tenderer in accordance with ITT Sub Clause 40.3  
or  
we are submitting this Tender as the partners of a JVCA, comprising the following other partners in accordance with ITT Sub Clause 40.4;

|   | Name of Partner | Address of Partner |
|---|-----------------|--------------------|
| 1 |                 |                    |
| 2 |                 |                    |
| 3 |                 |                    |
| 4 |                 |                    |

- (g) we are not a Government owned entity as defined in ITT Clause 5.  
or  
we are a Government owned entity, and we meet the requirements of ITT Clause 5;
- (h) we, including as applicable any JVCA partner, declare that we are not associated, nor have been associated in the past, directly or indirectly, with a consultant or any other entity that has prepared the design, specifications and other documents in accordance with ITT Clause 5;
- (i) we, including as applicable any JVCA partner or Specialist Subcontractor for any part of the contract resulting from this Tender process, have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices in accordance with ITT Clause 5;
- (j) furthermore, we are aware of ITT Clause 4 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;
- (k) we intend to subcontract an activity or part of the Works, in accordance with ITT Clause 14, to the following Specialist Subcontractor(s);

Activity or part of the Works

Name of Specialist Subcontractor with Address



- (l) we, including as applicable any JVCA partner, confirm that we do not have a record of poor performance, such as abandoning the works, not properly completing contracts, inordinate delays, or financial failure as stated in ITT Clause 5, and that we do not have, or have had, any litigation against us, other than that stated in the Tenderer Information (**Form PW7A-2**);
- (m) we are not participating as Tenderers in more than one Tender in this Tendering process. We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding Contract between us, until a formal Contract is prepared and executed;
- (n) we, including as applicable any JVCA partner, confirm that we do not have a record of insolvency, receivership, bankrupt or being wound up, our business activities were not been suspended, and it was not been the subject of legal proceedings in accordance with ITT Clause 5;
- (o) we, including as applicable any JVCA partner, confirm that we have fulfilled our obligations to pay taxes and social security contributions applicable under the relevant national laws and regulations of Bangladesh in accordance with ITT Clause 5;
- (p) we understand that you reserve the right to reject all the Tenders or annul the Tender proceedings, without incurring any liability to Tenderers, in accordance with ITT Clause 64.

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

*[If there is more than one (1) signatory, or in the case of a JVCA, add other boxes and sign accordingly].*

**Attachment 1:**

[ITT Clause 40]

Written confirmation authorising the above signatory (ies) to commit the Tenderer

*[and, if applicable]*

**Attachment 2:**

[ITT Clause 18]

Copy of the JV Agreement / Letter of Intent to form JV with draft proposed Agreement



## Tenderer Information (Form PW7A-2)

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

Invitation for Tender No:

*[indicate IFT No]*

Tender Package No:

*[indicate Package No]*

This Package is divided into the following Number of Lots:

*[indicate number of Lot(s)]*

| 1. Eligibility Information of the Tenderer [ITT Clauses 5 & 25]     |                                                                                               |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| 1.1                                                                 | Nationality of individual or country of registration                                          |
| 1.2                                                                 | Tenderer's legal title                                                                        |
| 1.3                                                                 | Tenderer's registered address                                                                 |
| 1.4                                                                 | Tenderer's legal status <i>[complete the relevant box]</i>                                    |
|                                                                     | Proprietorship                                                                                |
|                                                                     | Partnership                                                                                   |
|                                                                     | Limited Liability Concern                                                                     |
|                                                                     | Government-owned Enterprise                                                                   |
|                                                                     | Others<br><i>[please describe, if applicable]</i>                                             |
| 1.5                                                                 | Tenderer's year of registration                                                               |
| 1.6                                                                 | Tenderer's authorised representative details                                                  |
|                                                                     | Name                                                                                          |
|                                                                     | National ID number, if any                                                                    |
|                                                                     | Address                                                                                       |
|                                                                     | Telephone / Fax numbers                                                                       |
|                                                                     | e-mail address                                                                                |
| 1.7                                                                 | Litigation [ITT Cause 13]                                                                     |
|                                                                     | Information on non-performance of contract and pending litigation furnished in <b>PW7A-12</b> |
| 1.8                                                                 | Tenderer to attach photocopies of the original documents mentioned aside                      |
|                                                                     | <i>[All documents required under ITT Clauses 5 and 24]</i>                                    |
| The following two information are applicable for national Tenderers |                                                                                               |



|                                                                                                                                                                                                                                                                                                                           |                                                      |                                                                                   |               |                                                                                                |                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-----------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------|--------------------------------------------|
| 1.9                                                                                                                                                                                                                                                                                                                       | Tenderer's Value Added Tax Registration (VAT) Number |                                                                                   |               |                                                                                                |                                            |
| 1.10                                                                                                                                                                                                                                                                                                                      | Tenderer's Tax Identification Number (TIN)           |                                                                                   |               |                                                                                                |                                            |
| [The foreign Tenderers, in accordance with ITT Clause 5, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion]                                                                                                                                                       |                                                      |                                                                                   |               |                                                                                                |                                            |
| <b>2. Qualification Information of the Tenderer [ITT Clause 14]</b>                                                                                                                                                                                                                                                       |                                                      |                                                                                   |               |                                                                                                |                                            |
| <b>2.1 General Experience in Construction Works of Tenderer</b>                                                                                                                                                                                                                                                           |                                                      |                                                                                   |               |                                                                                                |                                            |
|                                                                                                                                                                                                                                                                                                                           | Start Month<br>Year                                  | End Month<br>Year                                                                 | Years         | Contract No and Name of Contract<br>Name and Address of Employer<br>Brief description of Works | Role of Tenderer<br>[Prime/Sub/Management] |
|                                                                                                                                                                                                                                                                                                                           |                                                      |                                                                                   |               |                                                                                                |                                            |
|                                                                                                                                                                                                                                                                                                                           |                                                      |                                                                                   |               |                                                                                                |                                            |
| <b>2.2 Specific Experience in Construction Works of Tenderer</b><br><b>Completed Contracts of similar nature, complexity and methods/construction technology</b>                                                                                                                                                          |                                                      |                                                                                   |               |                                                                                                |                                            |
| Contract No                                                                                                                                                                                                                                                                                                               |                                                      | [ insert reference no] of [ insert year]                                          |               |                                                                                                |                                            |
| Name of Contract                                                                                                                                                                                                                                                                                                          |                                                      | [insert name]                                                                     |               |                                                                                                |                                            |
| Role in Contract<br>[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<br>Address<br>Tel / Fax<br>e-mail                                                                                                                                                                                                                                                                 |                                                      |                                                                                   |               |                                                                                                |                                            |
| Brief description with justifications of the similarity compared to the Employer's requirements                                                                                                                                                                                                                           |                                                      | [state justification in support of its similarity compared to the proposed works] |               |                                                                                                |                                            |
| <b>2.3 Average annual construction turnover [ITT Sub Clause 15.1(a)]</b><br><i>[total certified payments received for contracts in progress or completed for each year of works in progress or completed; using selling exchange rate quoted by the source being Bangladesh Bank on the date reported, if applicable]</i> |                                                      |                                                                                   |               |                                                                                                |                                            |
|                                                                                                                                                                                                                                                                                                                           | Year                                                 | Amount & Currency                                                                 | BDT.....t     |                                                                                                |                                            |
|                                                                                                                                                                                                                                                                                                                           |                                                      |                                                                                   |               |                                                                                                |                                            |
| <b>2.4 Existing commitments and works</b><br>[targeted to be completed by the Intended Completion Date of the proposed works; ITT Sub Clause 12.2]                                                                                                                                                                        |                                                      |                                                                                   |               |                                                                                                |                                            |



|                                                                                                                                                           |                                                                                                                                                                                                                                              |                     |                                            |                                                                           |          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------------------------------|---------------------------------------------------------------------------|----------|
|                                                                                                                                                           | Name of Contract<br>Contract No [reference] of [year]<br>Name of Employer<br>Contact Address<br>Tel/fax<br>e-mail                                                                                                                            |                     | Target<br>Completion Date                  | Value of Existing Commitments<br>and Works                                |          |
|                                                                                                                                                           |                                                                                                                                                                                                                                              |                     |                                            | Amount &<br>Currency                                                      | BDT..... |
|                                                                                                                                                           |                                                                                                                                                                                                                                              |                     |                                            |                                                                           |          |
|                                                                                                                                                           |                                                                                                                                                                                                                                              |                     |                                            |                                                                           |          |
| 2.5                                                                                                                                                       | <b>Financial Resources available to meet the construction cash flow [ITT Sub Clause 15.1 (b)]</b>                                                                                                                                            |                     |                                            |                                                                           |          |
|                                                                                                                                                           | No                                                                                                                                                                                                                                           | Source of Financing | Amount Available                           |                                                                           |          |
|                                                                                                                                                           |                                                                                                                                                                                                                                              |                     | Amount &<br>Currency                       | BDT.....150                                                               |          |
|                                                                                                                                                           |                                                                                                                                                                                                                                              |                     |                                            |                                                                           |          |
|                                                                                                                                                           |                                                                                                                                                                                                                                              |                     |                                            |                                                                           |          |
| In order to confirm the above statements the Tenderer shall submit , as applicable, the documents mentioned in ITT Clause 32.                             |                                                                                                                                                                                                                                              |                     |                                            |                                                                           |          |
| 2.6                                                                                                                                                       | <b>Contact Details [ITT Clause 32]</b>                                                                                                                                                                                                       |                     |                                            |                                                                           |          |
|                                                                                                                                                           | Name, address, and other contact details of Tenderer Bankers and other Employer(s) that may provide references, if contacted by this Employer                                                                                                |                     |                                            |                                                                           |          |
| 2.7                                                                                                                                                       | <b>Qualifications and experience of key technical and administrative personnel proposed for Contract administration and management [ITT Clause 32]</b>                                                                                       |                     |                                            |                                                                           |          |
|                                                                                                                                                           | Position<br>Name<br>Years of General Experience                                                                                                                                                                                              |                     | Years of Specific Experience               |                                                                           |          |
|                                                                                                                                                           |                                                                                                                                                                                                                                              |                     |                                            |                                                                           |          |
|                                                                                                                                                           |                                                                                                                                                                                                                                              |                     |                                            |                                                                           |          |
| [Tenderer to complete details of as many personnel as are applicable. Each personnel listed above should complete the Personnel Information (Form PW7-5)] |                                                                                                                                                                                                                                              |                     |                                            |                                                                           |          |
| 2.8                                                                                                                                                       | <b>Major Construction Equipments proposed to carry out the Contract [ITT Clause 32]</b>                                                                                                                                                      |                     |                                            |                                                                           |          |
|                                                                                                                                                           | Item of Equipment                                                                                                                                                                                                                            |                     | Condition<br>(new, good,<br>average, poor) | Owned, leased or to be<br>purchased<br>(state owner, lessor or<br>seller) |          |
|                                                                                                                                                           |                                                                                                                                                                                                                                              |                     |                                            |                                                                           |          |
|                                                                                                                                                           |                                                                                                                                                                                                                                              |                     |                                            |                                                                           |          |
| [Tenderer to list details of each item of major construction equipment, as applicable]                                                                    |                                                                                                                                                                                                                                              |                     |                                            |                                                                           |          |
| 2.9                                                                                                                                                       | <b>For computing of tender capacity [ITT 15.1(d)] Table 1: A=Value of Works performed in last [insert number] years and Table2: B= Value of Existing commitments and works to be completed during the next N Years has been given below.</b> |                     |                                            |                                                                           |          |



**2.9.1 Table1:**

| No | Description of works/contract | Value (A) | Duration of contract (Start & Finish date) |
|----|-------------------------------|-----------|--------------------------------------------|
|    |                               |           |                                            |
|    |                               |           |                                            |

**2.9.2 Table2:**

| No. | Description of works/contract in hand | Value (B) | Name/office of the PE | Duration of contract (Start & Finish date) |
|-----|---------------------------------------|-----------|-----------------------|--------------------------------------------|
|     |                                       |           |                       |                                            |
|     |                                       |           |                       |                                            |

Signature of Tenderer or Authorised representative



## JVCA Partner Information (Form PW7A-3)

*[This Form should be completed by each JVCA partner].*

Invitation for Tender No:

*[indicate IFT No]*

Tender Package No

*[indicate Package No]*

This Package is divided into the following Number of Lots

*[indicate number of Lot(s)]*

|                                                                                                                                                                         |                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| <b>1. Eligibility Information of the JVCA Partner [ITT Clauses 5 &amp; 29]</b>                                                                                          |                                                                                                   |
| 1.1                                                                                                                                                                     | Nationality of Individual or country of Registration                                              |
| 1.2                                                                                                                                                                     | JVCA Partner's legal title                                                                        |
| 1.3                                                                                                                                                                     | JVCA Partner's registered address                                                                 |
| 1.4                                                                                                                                                                     | JVCA Partner's legal status <i>[complete the relevant box]</i>                                    |
|                                                                                                                                                                         | Proprietorship                                                                                    |
|                                                                                                                                                                         | Partnership                                                                                       |
|                                                                                                                                                                         | Limited Liability Concern                                                                         |
|                                                                                                                                                                         | Government-owned Enterprise                                                                       |
|                                                                                                                                                                         | Other<br>(please describe, if applicable)                                                         |
| 1.5                                                                                                                                                                     | JVCA Partner's year of registration                                                               |
| 1.6                                                                                                                                                                     | JVCA Partner's authorised representative details                                                  |
|                                                                                                                                                                         | Name                                                                                              |
|                                                                                                                                                                         | National ID number, if any                                                                        |
|                                                                                                                                                                         | Address                                                                                           |
|                                                                                                                                                                         | Telephone / Fax numbers                                                                           |
|                                                                                                                                                                         | e-mail address                                                                                    |
| 1.7                                                                                                                                                                     | Litigation [ITT Cause 13]                                                                         |
|                                                                                                                                                                         | Information on non-performance of contract and pending litigation furnished in <b>Form PW7-12</b> |
| 1.8                                                                                                                                                                     | JVCA Partner to attach copies of the original documents mentioned aside                           |
|                                                                                                                                                                         | <i>[All documents required under ITT Clauses 5 and 25]</i>                                        |
| The following two information are applicable for national JVCA Partners only                                                                                            |                                                                                                   |
| 1.9                                                                                                                                                                     | JVCA Partner's Value Added Tax Registration (VAT) Number                                          |
| 1.10                                                                                                                                                                    | JVCA Partner's Tax Identification Number (TIN)                                                    |
| [The foreign JVCA Partners, in accordance with ITT Clause 5, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion] |                                                                                                   |



|                                                                                                                                                                                                                                               |                      |                                                                                   |                                                                                                          |                       |                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-----------------------|--------------------------------------------------------------|
| <b>2. Key Activity(ies) for which it is intended to be joint ventured [ITT Clause 18]</b>                                                                                                                                                     |                      |                                                                                   |                                                                                                          |                       |                                                              |
| Elements of Activity                                                                                                                                                                                                                          |                      |                                                                                   | Brief description of Activity                                                                            |                       |                                                              |
|                                                                                                                                                                                                                                               |                      |                                                                                   |                                                                                                          |                       |                                                              |
| <b>3. Qualification Information of the JVCA Partner [ITT Clause 18]</b>                                                                                                                                                                       |                      |                                                                                   |                                                                                                          |                       |                                                              |
| <b>3.1 General Experience in Construction Works of JVCA Partner</b>                                                                                                                                                                           |                      |                                                                                   |                                                                                                          |                       |                                                              |
| Start<br>Month<br>Year                                                                                                                                                                                                                        | End<br>Month<br>Year | Years                                                                             | Contract No and & Name of Contract<br>Name and Address of Procuring Entity<br>Brief description of Works |                       | Role of<br>JVCA<br>Partner<br>[Prime/Sub<br>/Managem<br>ent] |
|                                                                                                                                                                                                                                               |                      |                                                                                   |                                                                                                          |                       |                                                              |
| <b>3.2 Specific Experience in Construction Works of JVCA Partner</b>                                                                                                                                                                          |                      |                                                                                   |                                                                                                          |                       |                                                              |
| <b>Completed Contracts of similar nature, complexity and methods/construction technology</b>                                                                                                                                                  |                      |                                                                                   |                                                                                                          |                       |                                                              |
| Contract No                                                                                                                                                                                                                                   |                      | [ insert reference no] of [ insert year]                                          |                                                                                                          |                       |                                                              |
| Name of Contract                                                                                                                                                                                                                              |                      | [insert name]                                                                     |                                                                                                          |                       |                                                              |
| Role in Contract<br>[tick relevant box]                                                                                                                                                                                                       |                      | Prime Contractor                                                                  | Subcontractor                                                                                            | Management Contractor |                                                              |
| Award date                                                                                                                                                                                                                                    |                      | [insert date]                                                                     |                                                                                                          |                       |                                                              |
| Completion date                                                                                                                                                                                                                               |                      | [insert date]                                                                     |                                                                                                          |                       |                                                              |
| Total Contract Amount                                                                                                                                                                                                                         |                      | [insert amount]                                                                   |                                                                                                          |                       |                                                              |
| If partner in a JV, specify participation of the total Contract Amount                                                                                                                                                                        |                      | _____ %                                                                           | Amount & Currency [insert amount]<br>BDT ..... [insert amount]                                           |                       |                                                              |
| Employer's Name<br>Address<br>Tel / Fax<br>e-mail<br>Brief description with justifications of the similarity compared to the Employer's requirements                                                                                          |                      | [state justification in support of its similarity compared to the proposed works] |                                                                                                          |                       |                                                              |
| <b>3.3 Average annual construction turnover [ITT Sub Clause 15.1a]</b>                                                                                                                                                                        |                      |                                                                                   |                                                                                                          |                       |                                                              |
| <i>[total certified payments received for contracts in progress or completed for each year of works in progress or completed; using selling exchange rate quoted by the source being Bangladesh Bank on the date reported, if applicable]</i> |                      |                                                                                   |                                                                                                          |                       |                                                              |
| Year                                                                                                                                                                                                                                          | Amount & Currency    |                                                                                   |                                                                                                          | BDT.....              |                                                              |
|                                                                                                                                                                                                                                               |                      |                                                                                   |                                                                                                          |                       |                                                              |
| <b>3.4 Existing commitments and works</b>                                                                                                                                                                                                     |                      |                                                                                   |                                                                                                          |                       |                                                              |
| [targeted to be completed by the Intended Completion Date of the proposed works; ITT Sub Clause 18.6]                                                                                                                                         |                      |                                                                                   |                                                                                                          |                       |                                                              |



|                                                                                                                                                                  |                                                                                                                   |                     |                                            |                                                                           |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|---------------------|--------------------------------------------|---------------------------------------------------------------------------|----------|
|                                                                                                                                                                  | Name of Contract<br>Contract no [reference] of [year]<br>Name of Employer<br>Contact Address<br>Tel/fax<br>e-mail |                     | Target<br>Completion<br>Date               | Value of Existing<br>Commitments and Works                                |          |
|                                                                                                                                                                  |                                                                                                                   |                     |                                            | Amount &<br>Currency                                                      | BDT..... |
|                                                                                                                                                                  |                                                                                                                   |                     |                                            |                                                                           |          |
| <b>3.5 Financial Resources available to meet the construction cash flow [ITT Sub Clause 12.2]</b>                                                                |                                                                                                                   |                     |                                            |                                                                           |          |
|                                                                                                                                                                  | No                                                                                                                | Source of financing | Amount available                           |                                                                           |          |
|                                                                                                                                                                  |                                                                                                                   |                     | Amount &<br>Currency                       | BDT.....                                                                  |          |
|                                                                                                                                                                  |                                                                                                                   |                     |                                            |                                                                           |          |
| In order to confirm the above statements the JVCA Partner shall submit, as applicable, the documents mentioned in ITT Clause 28.                                 |                                                                                                                   |                     |                                            |                                                                           |          |
| <b>3.6 Contact Details [ITT Clause 28]</b>                                                                                                                       |                                                                                                                   |                     |                                            |                                                                           |          |
| Name, address, and contact details of Tenderer's Bankers and other Employer(s) that may provide references if contacted by this Employer                         |                                                                                                                   |                     |                                            |                                                                           |          |
| <b>3.7 Qualifications and experience of key technical and administrative personnel proposed for Contract administration and management [ITT Clause 16.1]</b>     |                                                                                                                   |                     |                                            |                                                                           |          |
|                                                                                                                                                                  | Position<br>Name<br>Years of General Experience                                                                   |                     | Years of Specific Experience               |                                                                           |          |
|                                                                                                                                                                  |                                                                                                                   |                     |                                            |                                                                           |          |
|                                                                                                                                                                  |                                                                                                                   |                     |                                            |                                                                           |          |
| <i>[Tenderer to complete details of as many personnel as are applicable. Each personnel listed above should complete the Personnel Information (Form PW7-5)]</i> |                                                                                                                   |                     |                                            |                                                                           |          |
| <b>3.8 Major items of Construction Equipment proposed for carrying out the works [ITT Clause 17]</b>                                                             |                                                                                                                   |                     |                                            |                                                                           |          |
|                                                                                                                                                                  | Item of Equipment                                                                                                 |                     | Condition<br>(new, good,<br>average, poor) | Owned, leased or to be<br>purchased<br>(state owner, leaser or<br>seller) |          |
|                                                                                                                                                                  |                                                                                                                   |                     |                                            |                                                                           |          |
|                                                                                                                                                                  |                                                                                                                   |                     |                                            |                                                                           |          |
| <i>[Tenderer to list details of each item of Major equipment, as applicable]</i>                                                                                 |                                                                                                                   |                     |                                            |                                                                           |          |

\_\_\_\_\_  
Signature  
(Name of Authorized Signatory of the JVCA Partner)

