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**GOVERNMENT OF THE PEOPLE'S REPUBLIC OF
BANGLADESH**

**Standard Tender Document (National)
For Procurement of Works**

(Open Tendering)

(For values up to BDT Tk. 3 Crore.)

**Central Procurement Technical Unit
Implementation Monitoring and Evaluation Division
Ministry of Planning**

September 2018

e-PW2(a)

Guidance Notes on the Use of The Standard Tender Document

These guidance notes have been prepared by the CPTU to assist a Procuring Entity in the preparation, using this Standard Tender Document (STD), for the procurement of Works and Physical services having estimated cost up to **BDT Tk. 3 crore**. The STD are prepared in consistent with the Public Procurement Act 2006 and the Public Procurement Rule 2008 (PPR2008), issued to supplement the ACT and Bangladesh e-Government Procurement (e-GP) Guidelines.

The use of STD (e-PW2) applies when a Procuring Entity intends to select a Tenderer (a Contractor) for the Procurement of Works and physical services under Open Tendering Method (OTM)) through e-GP system, while the contract award is being determined on the basis of lowest evaluated responsive Tender.

STD (e-PW2) is intended as a model for admeasurements contracts (unit prices in a Bill of Quantities) and the main text refers to admeasurements Contracts.

Guidance notes in brackets and italics are provided for both the Procuring Entity and the Tenderer and as such the Procuring Entity should carefully decide what notes need to remain and what other guidance notes might be required to assist the Tenderer in preparing its Tender Submission; so as to minimise the inept Tendering Process.

STD (PW2) has 9 Sections, of which **Section 1: Instruction to Tenderer** and **Section 3: General Conditions of Contract** must not be altered or modified under any circumstances.

The following briefly describes the Sections of STD (e-PW2) and how a Procuring Entity should use these when preparing a particular Tender Document.

Section 1. Instructions to Tenderers (ITT)

This Section provides information on the e-lodgement, e-opening, and e-evaluation of Tenders and on the award of Contract. It specifies the instruction and procedure that govern the e-tendering process. This Section also contains e-GP system functions and the criteria to be used by the Procuring Entity in order to determine the lowest evaluated responsive Tender and the qualifications of the Tenderer to perform the Contract.

Section 2. Tender Data Sheet (TDS)

This Section provides the information that is specific to each object of procurement and that supplements the information or requirements included in Section 1: Instructions to Tenderers. The Procuring Entity shall specify in the TDS only the information that the ITT instruct, be specified in the TDS.

Section 3. General Conditions of Contract (GCC)

This Section provides the General Conditions of Contract that will apply to the Contract for which the e-TD is issued. The GCC clearly identifies the provisions that may normally need to be specified for a particular tendering process and need to be addressed through the PCC.

Section 4. Particular Conditions of Contract (PCC)

This Section provides clauses specific to the particular Contract that modify or supplement Section 3: General Conditions of Contract. The Procuring Entity

should include at the time of issuing the e-TD all information that the GCC indicate, shall be provided in the PCC

Section 5. Tender and Contract Forms

Tender Forms

This Section provides the standard format for the **Tender Submission Letter, (Form e-PW2-1), Tenderer Information (Form e-PW2-2),**

Name of Works Contract successfully completed during last 5 years from IFT date within only PE's Organization e-PW2-3 (A) [If Applicable]

and

List of On-going Works and Current Commitment(s) during last 5 years from IFT date under all PE's Organization e-PW2-3(B) [If Applicable]

These forms along with required documents mentioned in the ITT will constitute the Tender, to be submitted by the Tenderers

Contract Forms

This Section also contains the form of the **Notification of Award (Form e-PW2-3)** and the **Contract Agreement (Form e-PW2-4).**

Section 6. Bill of Quantities

This Section provides the items and estimated quantities of Works to be performed and must be carefully prepared by a Procuring Entity for each object of procurement.

Section 7. General Specifications

This Section provides the General Specifications that describe the Works and Associated Services to be procured.

Section 8. Particular Specifications

This Section provides further details as to precise requirements not included in the General Specifications, or which modify or clarify the General Specifications for the particular Works and Associated Services to be procured.

Section 9. Drawings

This Section contains any Drawings that supplement the General and Particular Specifications for the Works and Associated Services to be procured.

<p><u>Format for Invitation for Tender (IFT) attached at the back of this Document is for information only</u></p>
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e-Tender Document

FOR THE PROCUREMENT OF WORKS (NATIONAL)

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Section 1. Instructions to Tenderers

A. General

<p>1. Scope of Tender</p>	<p>1.1 The Procuring Entity named in the Tender Data Sheet (TDS) (hereinafter referred to as the “PE”) wishes to issues these e-Tender Document (hereinafter referred to as the “e-TD”) for the procurement of Works and physical services as specified in the TDS and as detailed in section 6: Bill of Quantities. The name of the Tender and the number and identification of its constituent lot(s) are stated in the TDS.</p> <p>1.2 The successful Tenderer shall be required to execute the works and physical services as specified in the General Conditions of Contract.</p>
<p>2. Interpretation</p>	<p>2.1 Throughout this e-TD:</p> <p>(a) “communication” means communication through e-GP System;</p> <p>(b) “e-GP” means procurement by a PE using the electronic government procurement system developed by the Government of Bangladesh;</p> <p>(c) “day” means calendar days unless otherwise specified as working days;</p> <p>(d) “date and time” means the date and time of e-GP System (www.eprocure.gov.bd) hosted in CPTU, IMED, Dhaka, Bangladesh;</p> <p>(e) "e-TD ", means the Document provided by a PE to a Tenderer as a basis for preparation of its e-Tender through the e-GP System;</p> <p>(f) “Person” means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society registered with e-GP system and wishes to participate in e-Procurement proceedings;</p> <p>(g) "e-Tender", depending on the context, means a Tender submitted through e-GP System by a Tenderer for execution of Works and physical services to a PE in response to an Invitation for e-Tender;</p> <p>(h) “Tenderer” means a Person who submits an e-Tender;</p> <p>2.2 if the context so requires, singular means plural and vice versa;</p>
<p>3. Corrupt, Fraudulent, Collusive, Coercive (or Obstructive in case of Development Partner) Practices</p>	<p>3.1 The Government and the Development Partner, if applicablerequires that the Procuring Entity as well as the Tenderersand Contracts (including sub-contractors, agents, personnel, consultants, and service providers)shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under public funds.</p>
	<p>3.2 For the purposes of ITT Sub Clause 3.3, the terms set forth below as follows:</p> <p>a. “corrupt practice” means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to</p>

	<p>any officer or employee of the Procuring Entity or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by the Procuring Entity in connection with a Procurement proceeding or Contract execution;</p> <ul style="list-style-type: none">b. "fraudulent practice" means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;c. "collusive practice" means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Procuring Entity, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying the Procuring Entity the benefits of competitive price arising from genuine and open competition;d. "coercive practice" means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders.e. "Obstructive practice" (applicable in case of Development Partner) means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation. <p>3.3 Should any corrupt, fraudulent, collusive, coercive (or obstructive in case of Development Partner) practice of any kind is determined by the Procuring Entity or the Development Partner, if applicable, this will be dealt in accordance with the provisions of the Public Procurement Act and Rules and Guidelines of the Development Partners. In case of obstructive practice, this will be dealt in accordance with Development Partners Guidelines.</p> <p>3.4 If corrupt, fraudulent, collusive, coercive (or obstructive in case of Development Partner) practices of any kind is determined by the Procuring Entity against any Tenderer or Contracts (including sub-contractors, agents, personnel, consultants, and service providers) in competing for, or in executing, a contract under public fund:</p> <ul style="list-style-type: none">(a) Procuring Entity and/or the Development Partner shall exclude the concerned Tenderer from further participation in the concerned procurement proceedings;(b) Procuring Entity and/or the Development Partner shall reject any recommendation for award that had been proposed for that concerned Tenderer;(c) Procuring Entity and/or the Development Partner shall declare, at its discretion, the concerned Tenderer to be ineligible to participate in further Procurement proceedings, either indefinitely or
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	<p>for a specific period of time;</p> <p>(d) Development Partner shall sanction the concerned Tenderer or individual, at any time, in accordance with prevailing Development Partner' sanctions procedures, including by publicly declaring such Tenderer or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Development Partner-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or Contractor, or service provider of an otherwise eligible firm being awarded a Development Partner-financed contract; and</p> <p>(e) Development Partner shall cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Procuring Entity or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that Development Partner financed contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Development Partner to remedy the situation.</p> <p>3.5 Tenderer shall be aware of the provisions on corruption, fraudulence, collusion, coercion (and obstruction, in case of Development Partner) of the Public Procurement Act, 2006, the Public Procurement Rules, 2008 and others as stated in GCC Clause 17.</p> <p>3.6 In further pursuance of this policy, Tenderers, Contractors and their sub-contractors, agents, personnel, consultants, service providers shall permit the Government and the Development Partner to inspect any accounts and records and other documents relating to the Tender submission and contract performance, and to have them audited by auditors appointed by the Government and/or the Development Partner during the procurement or the execution of that Development Partner financed contract.</p>
<p>4. Eligible Tenderers</p>	<p>4.1 Tenderer must be registered in the e-GP system under appropriate user category of procurement process in order to have appropriate access point and to get working dashboard with authorized functions in e-GP System.</p> <p>4.2 Invitation for Tenders is open to all potential Tenderers.</p> <p>4.3 Tenderer shall have the legal capacity to enter into the Contract.</p> <p>4.4 Tenderers and all parties constituting the Tenderer shall not have a conflict of interest.</p> <p>4.5 Tenderer in its own name or its other names or also in the case of its Persons in different names, shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices as stated under ITT Clause 3.4 (or obstructive practice, in case of Development Partner) in relation to the Development Partner's Guidelines in projects financed by Development Partner..</p> <p>4.6 Tenderer shall be solvent, e.g. the Tenderer is financially capable to perform the contract for the proposed Procurement.</p>

	4.7 Tenderer shall have fulfilled its obligations to pay taxes under the provisions of laws and regulations of Bangladesh.
	4.8 Tenderers shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing.
5. Disclaimer	5.1 Use of the e-GP System shall only be used for lawful purposes that do not infringe the rights of or restrict or inhibit the use of the system by any third party. Such restriction or inhibition includes, but is not limited to, conduct which is intended to mislead, or is defamatory, or which may harass, cause distress or inconvenience to any person and the transmission of obscene or offensive content or interruption of the normal flow of content within the e-GP System.
B. Tender Document	
6. Clarification of Tender Document	6.1 Clarification request must be posted through e-GP dashboard. Clarification posted by fax / post / e-mail will not be entertained.
	6.2 A prospective Tenderer requiring any clarification of the e-TD shall be allowed to post clarification as stated under ITT Sub Clause 6.1 till the date and time as specified in the TDS.
7. Addendum to Tender Document	7.1 At any time prior to the deadline for submission of Tenders, the PE on its own initiative or in response to a clarification request posted on e-GP System from a Tenderer, having purchased the e-TD may revise the e-TD by issuing an addendum.
	7.2 The addendum corresponding to the e-Tender shall be posted in the e-GP System and shall become an integral part of the e-TD. Afterwards amendment notification through e-mail shall be sent to Tenderer who have purchased e-TD.
	7.3 If an addendum is issued when time remaining is less than one-third of the time allowed for the preparation of e-Tenders, PE shall extend the deadline by an appropriate number of days for the submission of e-Tenders, depending upon the nature of the Procurement requirement and the addendum. The minimum time for such extension shall not be less than three (3) working days.
C. Qualification Criteria	
8. General	8.1 Tenderer to be qualified by meeting predefined, precise minimum requirements, which entails setting pass/fail criteria, which if not met by the Tenderer, shall be considered as non-responsive.
	8.2 To qualify for multiple number of contracts/lots in a package made up of this and other individual contracts/lots for which tenders are invited in the Invitation for Tenders, Tenderer shall demonstrate having resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. The requirement of experience, unless otherwise of different nature, under ITT Clause 9 shall not be separately applicable for each individual lot
9. Experience Criteria	9.1 Tenderer shall have the construction experience of satisfactory

	completion of similar works of a minimum value under a single or multiple numbers of contracts over a period, as specified in the TDS .
10. Financial Criteria	<p>10.1 Tenderer shall have the following minimum level of financial capacity to qualify for the performance of the Works under the Contract.</p> <p>(a) the average annual construction turnover as specified in the TDS during the period specified in the TDS</p> <p>(b) Availability of minimum liquid assets i.e. working capital or credit line(s) from any Scheduled Bank, net of other contractual commitments of the amount as specified in the TDS</p> <p>(c) The Minimum Tender Capacity as specified in the TDS.</p>
11. Subcontractor(s)	11.1 The successful Tenderer shall under no circumstances assign the Works or any part of it to the Subcontractor(s).
D. Tender Preparation	
12. Only one Tender	12.1 Tenderer who submits or participates in more than one (1) Tender in one (1) lot will cause all the Tenders of that particular Tenderer to be rejected
13. Language of Tender	13.1 The Tender shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or <i>Bangla</i> .
14. Contents of Tender	<p>14.1 The Tender prepared by the Tenderer shall comprise the following:</p> <p>(a) the e-Tender Submission Letter (Form e-PW2-1) as furnished in Section 5: e-Tender Forms;</p> <p>(b) Tenderer Information (Form e-PW2-2) as furnished in Section 5: e-Tender Forms;</p> <p>(c) The priced Bill of Quantities using the form(s) furnished in Section 6: Bill of Quantities;</p> <p>(d) Tender Security as stated under ITT Clauses 21 & 22;</p> <p>(e) Valid Trade license to be mapped from e-GP Common document library of the Tenderer;</p> <p>(f) Written confirmation authorizing the signatory of the Tenderer including National ID to submit the e-Tender and shall be uploaded and mapped in the tender along with e-Tender Submission Letter (Form e-PW2-1);</p> <p>(g) a certificate, that the Tenderer is a Tax payer having valid Tax Identification Number(TIN) and VAT registration number as a proof of fulfilment of taxation obligations as stated under ITT Sub Clause 4.7 to be mapped from e-GP Common document library of the Tenderer;</p> <p>(h) Documentary evidence as stated under ITT Clause 17;</p> <p>(i) Tenderer's Past Performance Information to be provided in 'Tenderer's Past Performance Information e-PW2 – 3 (A) and 5(B)'; and</p>

	(j) any other document as specified in the TDS .
15. Tender Prices	15.1 Tenderer shall fill in unit prices for all items of the Works in figures as described in the BOQ. The Total price will be generated automatically by the e-GP system and computation will be done from these BOQ.
	15.2 All applicable taxes, custom duties, VAT and other levies payable by the Contractor under the Contract shall be included in the unit prices and the total Tender price submitted by the Tenderer.
	15.3 The price of a Contract shall be fixed in which case the unit prices may not be modified in response to changes in economic or commercial conditions.
16. Tender Currency	16.1 All prices shall be quoted in Bangladesh Taka.
17. Documents Establishing the Tenderer's Qualification	17.1 Tenderers shall complete and submit the Tenderer Information (Form e-PW2-2) and shall include documentary evidence, as applicable to satisfy the following: <ul style="list-style-type: none"> (a) specific experience in construction works of similar nature and size as stated under ITT clause 9. (b) average annual construction turnover for a period as stated under ITT Sub Clause 10.1(a); (c) adequacy of minimum liquid assets i.e. working capital or credit line(s) as stated under ITT Sub Clause 10.1(b); and (d) authority to seek references from the Tenderer's bankers or any other sources.
18. Validity Period of Tender	18.1 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission deadline prescribed by the PE.
19. Retention Money	19.1 PE shall retain from each progressive payment due to the Contractor at the percentage specified in the Contract.
	19.2 Total Retention Money including retained Tender Security shall not exceed ten (10) Percent of the Contract Value
20. Performance Security	20.1 TEC may recommend of a Performance Security above the amounts as stated under ITT Sub Clause 19.2 but not exceeding twenty five (25%) percent of the Contract price, if in the opinion of TEC, it is found that the Tender is significantly below the updated official estimated or unbalanced as a result of front loading.
	20.2 Performance Security as stated under ITT Sub Clause 20.1, in excess of Total Retention Money, shall be paid by the Tenderer in favour of the PE, either in the form of a bank draft, pay order, before signing the contract as stated under ITT Sub Clause 39.1.
	20.3 Performance security as stated under ITT Sub Clause 20.2 will be issued by the bank registered with e-GP System on the request of the successful Tenderer. Bank shall immediately update the payment transaction information in the e-GP System.
21. e-Tender Security	21.1 e-Tender security will be prepared by the bank registered with e-GP system in favour of the PE upon such request from the Tenderer. e-

	Tender security shall be kept in custody of the bank and transaction information will be updated in the e-GP system.
	21.2 Amount of the Tender security may be determined on the basis of different percentages for each lot, but the amount is fixed as specified in TDS .
22. Form of Tender Security	22.1 The Tender Security shall be at the Tenderer's option, be either in the form of a bank draft or pay order.
23. Return of Tender Security	23.1 No Tender Security shall be returned to the Tenderers before contract signing
	23.2 Unsuccessful Tenderer's e-Tender security will be discharged or released as soon as possible but within 28 days of the end of the e-Tender validity period as stated under ITT Clause 18.
	23.3 Tender Security of the lowest evaluated successful tenderer shall be retained towards Retention money as stated under ITT Clause 19.
	23.4 Tender Security of the lowest evaluated successful Tenderer shall not be returned, will form part of Retention Money as stated under ITT Sub Clause 23.3.
	23.5 PE shall retain balance Retention money as stated under ITT Sub Clause 23.4, being deducted from progressive payment due to the Contractor in accordance with the conditions of contract.
	23.6 The bank will release the e-Tender security only upon a request from the PE.
24. Forfeiture of Tender Security	24.1 The Tender security may be forfeited if a Tenderer: <ul style="list-style-type: none"> (a) refuses to accept a Notification of Award ; (b) fails to furnish Performance Security as stated ITT Sub Clause 20.3; or (c) refuses to sign the Contract .
	24.2 In case e-Tender security is required to be forfeited, PE will instruct the concerned registered bank/branch with the e-GP system and bank/branch in turn will debit the amount and credit it in favour of the PE's bank account
25. Online Tender Preparation	25.1 Prior to submission of a e-Tender , the Tenderer must ensure that all electronic records and files making up the Tender are completely virus free and also ensure integrity, completeness and authenticity of the tender
E. e-Tender Submission	
26. e-Lodgment	26.1 Tenderer shall submit the e-Tender through e-GP system and must be received in completeness prior to the deadline for submission. Tenderer acknowledges the receipt of the tender through the e-GP system. 26.2 The e-Tender lodged through e-GP system by the Tenderer is deemed for all purposes to be the true and legal version, duly authorized and duly executed by the Tenderer and intended to have

	<p>binding legal effect. e-Signature / Digital Signature will identify and authenticate the Tenderer.</p> <p>26.3 Tender submitted online will be stored in encrypted form in the e-Tender box.</p> <p>26.4 Authorization letter from the firm / company shall be attached with Tender Submission Letter (Form e-PW2-1) to lodge the Tender.</p> <p>26.5 Lodged Tender containing files those are corrupt or containing virus or are unreadable for any reason, will not be considered.</p>
<p>27. Deadline for lodgement of e-Tender</p>	<p>27.1 e-Tenders shall be lodged to the e-GP System no later than the date and time specified in the TDS.</p> <p>27.2 Lodgement of large electronic file may take time and as such sufficient time must be allowed to fully transmit all the files prior to the closing time.</p> <p>27.3 PE may at its discretion on justifiably acceptable grounds duly recorded, extend the deadline for submission of Tender as stated under ITT Sub Clause 36.1, in which case all rights and obligations of the PE and Tenderers previously subject to the deadline will thereafter be subject to the new deadline as extended.</p> <p>27.4 e-Tenders lodged shall not be allowed to be withdrawn after the deadline for submission.</p>
<p>28. e-Tender Substitution / Modification / Withdrawal</p>	<p>28.1 Tenderer shall be allowed to substitute / modify / withdraw its lodged tender before tender submission deadline.</p>
<p>F. e- Tender Opening & e-Evaluation</p>	
<p>29. e-Tender Opening</p>	<p>29.1 e-Tender opening process will be done by decrypt tender functionality as tenders will be stored in time stamped electronic tender box with encryption.</p> <p>29.2 Tender Opening Committee (TOC) shall open the tender within one (1) hour after tender submission deadline.</p>
	<p>29.3 Tender Opening Reports (TORs) will be generated by the e-GP system. TOR will be available after tender opening in the dashboard of the Tenderer. The official cost estimate will be shown in TOR after Tender opening.</p>
<p>30. e-Evaluation Process</p>	<p>30.1 e-GP System will automatically generate the Tender Evaluation Reports (TERs) to assist the TEC. TEC should review the TERs, confirms the compliance and complete the TERs based on the criteria mentioned in e-TD</p>
	<p>30.2 TEC may consider a Tender as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the e-TD. The evaluation process should begin immediately after tender opening following four steps:</p> <ul style="list-style-type: none"> (a) Preliminary Examination; (b) Technical Examinations and Responsiveness;

	<p>(c) Financial evaluation and price comparison;</p> <p>(d) Post-qualification of the Tender</p> <p>30.3 Tenderers having quoted the tender price more than 10 (Ten) percent above or below the official cost estimate, the tender will be rejected.</p> <p>30.4 In case of tie for the evaluated price, the tenderer shall be selected based on the “Past Performance Evaluation and rating matrix for different aspects” to be used in assessing the Tenderer’s quality as stated below:</p>
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“Past Performance Evaluation and rating matrix for different aspects”

Aspect No.	Aspect	Point	Score	Remarks
1.	Total Number of Works Contract successfully completed within only PE's organization during last 5 years	140	$\text{Score 1} = \frac{\text{Number of Completed Contracts of the Tenderer}}{\text{Highest Number of Completed Contracts among the Tenderers}} \times 140$	Tenderers shall upload a list of Successfully Completed Contracts (in Form e-PW2-3 (A)) during the last 5 years under only PE's organization supported by Completion Certificates. A Contract not supported by Completion Certificate shall not be taken into evaluation. TEC shall determine the Total Number and Total Value of Contracts from the List as provided by the Tenderers for which the Contract Value of each Contract is upto +75% of the Official Cost Estimate of the proposed Work.
2.	Total Value of Works Contract successfully completed within only PE's organization during last 5 years	100	$\text{Score 2} = \frac{\text{Value of Completed Contracts of the Tenderer}}{\text{Highest Value of Completed Contracts among the Tenderers}} \times 100$	
3.	Total Value of On-going works and Current Commitment under all PEs Organization as shown in Tender Capacity Formula	60	$\text{Score 3} = \frac{\text{Value of On-Going Contracts of the Tenderer}}{\text{Highest Value of On-Going Contracts among the Tenderers}} \times 60$	Tenderers shall upload a list of On-going Contracts and Current Commitment(s) (in Form e-PW2-3 (B)) under all PEs organization supported by Contract Agreement / Notice to Proceed A Contract not supported by Contract Agreement / Notice to Proceed shall not be taken into consideration.
4.	Total Points	300	Total Score =Score 1+Score 2+Score 3	

<p>Notes:</p> <p>1. If the total score of all the Tenderers become 0.00 (zero), the Tender shall be rejected for Re-Tendering.</p> <p>2. In very rare case of highest equal Total Scores, Winner shall be selected according to Score 1, if Score 1 is same then Winner shall be selected according to Score 2. Otherwise Tender shall be rejected for Re-Tendering.</p>	
<p>31. Preliminary Examination</p>	<p>31.1 PE shall examine the Tenders to confirm that all documentation requested in ITT Clause 14 has been provided, to determine the completeness of each document submitted.</p>
	<p>31.2 PE shall confirm that the following documents and information have been provided in the tender. If any of these documents or information is missing, the Tender shall be rejected.</p> <p>(a) e-Tender Submission Letter;</p> <p>(b) Priced Bill of Quantities;</p> <p>(c) Written confirmation of authorization to submit the Tender; and</p> <p>(d) Tender Security</p> <p>31.3 Tenderers having quoted the tender price more than 10 (Ten) percent above or below the official cost estimate, the tender will be rejected.</p>
<p>32. Technical Examination & Responsiveness</p>	<p>32.1 If a Tender is not responsive to the mandatory requirements set out in the e-TD, shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission</p> <p>32.2 There shall be no automatic exclusion of tenders which are above or below the official estimate</p> <p>32.3 TEC will examine the adequacy and authenticity of the documentary evidence as stated under ITT Clause 17.</p> <p>32.4 The TEC will further examine the terms and conditions specified in Section 7: General Specifications and Section 8: Particular Specifications.</p> <p>32.5 If after the examination, TEC determines that the Tender has complied the terms and conditions and the technical aspects, set out in ITT Sub Clause 32.3 & 32.4, it shall be considered responsive.</p>
<p>33. Clarification on Tender</p>	<p>33.1 TEC may ask Tenderers for clarifications of their Tenders through e-GP System, in order to facilitate the examination and evaluation of the Tenders.</p> <p>33.2 Any request for clarifications by the TEC shall not be directed towards making an apparently non-responsive Tender responsive and reciprocally the response from the concerned Tenderer shall not be articulated towards any addition, alteration or modification to its Tender.</p> <p>33.3 If a Tenderer does not provide clarifications of its Tender by the date and time, its Tender shall not be considered in the evaluation</p>

	33.4 Requests for clarification shall be through e-GP system and shall be sent only by the Chairperson of the TEC.
34. Financial Evaluation	34.1 TEC shall evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the requirements set out in the e-TD.
	34.2 To evaluate a Tender, the TEC shall consider the Tender price.
	34.3 Variations, deviations and other factors which are in excess of the requirements of the e-TD or otherwise result in unsolicited benefits for the PE will not be taken into account in e-Tender evaluation
35. Price Comparison	35.1 The TEC will compare all responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 34.
	35.2 The successful Tenderer as stated under ITT Sub Clauses 35.1 shall not be selected through lottery under any circumstances
	35.3 In the extremely unlikely event that there is a tie for the lowest evaluated price, the Tenderer with the superior past performance of works with the Procuring Entity and, if necessary with the other Procuring Entities, shall be selected, whereby factors such as quality of Works executed, complaints history and performance as stated in ITT sub clause 30.4 shall be selected.
36. Negotiations	36.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other.
37. Post-qualification	37.1 The determination on Post-Qualification shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 17, clarifications in accordance with ITT Clause 33 and the qualification criteria indicated in ITT Clauses 8 to 10. Factors not included therein shall not be used in the evaluation of the Tenderer's qualification.
	37.2 In the event that the Tenderer with lowest evaluated Tender price fails the post-qualification, the TEC shall make a similar determination for the Tenderer offering the next lowest evaluated Tender price and so on from the remaining responsive Tenders, if the evaluated cost of the Tender is acceptable to the TEC.
G. e-Contract Award	
38. Notification of Award	38.1 Prior to the expiry of the Tender Validity period and within seven (7) working days of receipt of the approval of the award by the Approving Authority, the PE shall issue the Notification of Award (NOA) to the successful Tenderer through e-GP System.
39. Contract Signing	39.1 Within fourteen (14) working days of issuance of the NOA, the successful Tenderer and the PE shall sign the contract.
40. Right to Complain	40.1 Tenderer has the right to complain in accordance with the Public Procurement Act 2006 and the Public Procurement Rules, 2008

Section 2. Tender Data Sheet	
<i>Instructions for completing Tender Data Sheet are provided in italics in parenthesis for the relevant ITT clauses</i>	
ITT Clause	Amendments of, and Supplements to, Clauses in the Instructions to Tenderers
A. General	
ITT 1.1	<p>The PE is <i>[state name of PE]</i></p> <hr/> <p>The Name of the Tender is: Brief Description of the Works: Tender Ref: Lot No(s):</p> <p><i>[if there is more than one(1) lot, individual lots are to be identified in conformity with Section 6: Bill of Quantities]</i></p>
B. Tender Document	
ITT 6.2	Allowed to post clarification till [Date and Time]
C. Qualification Criteria	
ITT 9.1	<p>A satisfactory completion of similar works of at least Tk <i>[insert amount]</i> under <i>[state number]</i> of contract(s) over a period of <i>[state number]</i> years shall be required.</p> <p><i>[the minimum value of the similar works under a single or multiple number of contract(s) is recommended to be between 50 and 75 percent of the estimated cost, rounded off to nearest Taka thousand, of the proposed work. years counting backward from the date of publication of IFT in the newspaper]</i></p> <p><i>[for Tenders where the package contains more than one (1) lot, this qualification requirements, shall be mentioned separately for each lot in the package]</i></p>

<p>ITT 10.1(a)</p>	<p>The required average annual construction turnover shall be greater than Tk <i>[insert amount]</i> over the last <i>[state number]</i> years.</p> <p><i>[the required average annual construction turn over is recommended to be about less than or equal to the estimated annual cash flow for the Contract; however the multiplier may vary from 0.30 to 1.00 ; [years counting backward from the date of publication of IFT in the newspaper. The period may be best three (3) years in the last five (5) years or best five (5) years in the last ten (10) years (as appropriate)]</i></p> <p>Example:</p> <p>Estimated Contract Value: Tk 24 lakh Contract period: 12 months Estimated Annual Cash Flow: Tk 24 lakh</p> <p>Required average annual construction turn over: Tk 12 lakh, using a multiplier of 0.5.</p> <p>[for Tenders where the package contains more than one (1) lot, this qualification requirements shall be mentioned separately for each lot in the package]</p>
<p>ITT 10.1(b)</p>	<p>The minimum amount of liquid assets or working capital or credit facilities of the Tenderer shall be Tk <i>[state amount]</i></p> <p><i>[usually the required liquid asset is the equivalent of 2-6 months payment flow at the average construction rate (straight line distribution), accessible or available after taking into account the financial requirements of existing commitments. The actual period will depend on the speed with which the PE will pay the Contractor's monthly certificate, allowing time to prepare an invoice, for the Project Manager's time to certify it, and at least one month contingency for preparing the cheque and making actual payment.</i></p> <p>Example:</p> <p>Contract Value: Tk 24 lakh Contract period: 12 months Assuming work time: 1 month Invoice period: 0.5 month Certification Time: 0.5 month Contingency Time: 1 month</p> <p><i>Therefore, the minimum required liquid asset will be Tk. 6 lakh, i.e. 3 months cash flow based on the above assumptions.]</i></p> <p>[for Tenders where the package contains more than one (1) lot, this qualification requirements shall be mentioned separately for each lot in the package]</p>
<p>ITT 10.1(c)</p>	<p>The minimum capacity shall be:[70%-80% of the official estimated cost]</p> <p>The following formulae shall be used to calculate the Tender Capacity</p> <p>Assessed Tender Capacity = (A*N*1.5-B)</p> <p>Where</p> <p>A=Maximum value of Works performed in any one year during last five years</p> <p>N= Completion time of the proposed work in years</p> <p>B= Value of Existing commitments and works to be completed during the next N Years</p> <p>For Tenders where the package contains more than one (1) Lot, this qualification requirement shall be mentioned separately for each lot in the package</p> <p>Note 1: In case the value of N is less than 12 (twelve) months the value of N shall be considered as 01 (one)</p> <p>Note 2: In case of JV tender capacity requirement for leading partner shall be minimum 40% and for other partners shall be minimum 25%.</p>

D. Tender Preparation	
ITT 14.1(i)	Tenderer shall submit with its Tender, the following additional documents:
ITT 18.1	The Tender Validity period shall be <i>[state number]</i> days. <i>[normally 60 to 90 days deemed reasonable]</i>
ITT 21.2	The amount of the Tender Security shall be <i>[state amount]</i> <i>[note: Not exceeding three percent (3%) of the official estimated cost but as a fixed amount]</i>
E. Tender Submission	
ITT 27.1	The deadline for lodgment of e-Tenders is <i>[state time, and identify AM or PM e.g 10.30 a.m]</i> <i>[state date, e.g 15 June,2011]</i> .

Section 3. General Conditions Of Contract	
A. General	
1. Definitions	1.1 In the Conditions of Contract, which include Particular Conditions and these General Conditions, the following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined terms:
	(a) Act means The Public Procurement Act, 2006 (Act 24 of 2006).
	(b) Approving Authority means the authority which, in accordance with the Delegation of Financial Powers, approves the award of contract.
	(c) Bill of Quantities (BOQ) means the priced and completed Bill of Quantities forming part of the Contract defined in GCC Clause 22.
	(d) Completion Date is the actual date of completion of the Works and Physical services certified by the Project Manager, in accordance with GCC Clause 31 & 32.
	(e) Day means calendar day unless otherwise specified as working days.
	(f) Defect is any part of the work not completed in accordance with the Contract.
	(g) Equipment is the Contractor's apparatus, machinery,

	vehicles and other things required for the execution and completion of the Works and remedying any defects excluding Temporary Works and the PE's Equipment (if any), Plant, Materials and any other things to form or forming part of the Permanent Works.
	(h) Force Majeure means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origins not due to negligence or lack of care on the part of the Contractor; such events may include, but not be limited to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	(i) Goods mean the Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate
	(j) GCC means the General Conditions of Contract.
	(k) Government means the Government of the People's Republic of Bangladesh.
	(l) Materials means things of all kinds other than Plant intended to form or forming part of the Permanent Works, including the supply-only materials, if any, to be supplied by the Contractor under the Contract.
	(m) Month means calendar month.
	(n) Original Contract Price is the Contract Price stated in the PE's Notification of Award and further clearly determined in the Contract.
	(o) Permanent works means the permanent works to be executed by the Contractor under the Contract.
	(p) PCC means the Particular Conditions of Contract.
	(q) Plant means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the PE and relating to the construction of the Works and Physical services.
	(r) Procuring Entity means a Procuring Entity having administrative and financial powers to undertake procurement of Works and Physical services using public funds and is as named in the PCC who employs the Contractor to carry out the Works.
	(s) Project Manager is the person named in the PCC or any other competent person appointed by the Procuring Entity and notified to the Contractor who is responsible for

	<p>supervising the execution and completion of the Works and Physical services and administering the Contract.</p>
	<p>(t) Site means the places where the Permanent Works are to be executed including storage and working areas and to which Plant and Materials are to be delivered, and any other places as may be specified in the PCC as forming part of the Site.</p>
	<p>(u) Site Investigation Reports are those that were included in the Tender Document and are factual and interpretative reports about the surface and subsurface conditions at the Site.</p>
	<p>(v) Specification means the Specification of the Works included in the Contract and any modifications or additions to the specifications made or approved by the Project Manager in accordance with the Contract.</p>
	<p>(w) Temporary Works means all temporary works of every kind other than Contractor's Equipment required on the Site for the execution and completion of the Permanent Works and remedying of any defects.</p>
	<p>(x) Variation means any change to the Works directly procured from the original Contractor to cover increases or decreases in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.</p>
	<p>(y) Works means all works associated with the construction, reconstruction, site preparation, demolition, repair, maintenance or renovation of railways, roads, highways, or a building, an infrastructure or structure or an installation or any construction work relating to excavation, installation of equipment and materials, decoration, as well as physical services ancillary to works as detailed in the PCC, if the value of those services does not exceed that of the Works themselves.</p>
	<p>(z) Writing means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.</p>
<p>2. Corrupt, Fraudulent, Collusive or Coercive Practices</p>	<p>2.1 The Government requires that Procuring Entities, as well as Tenderers and Contractors shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under public funds</p>
	<p>2.2 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the PE against any Tenderer alleged to have carried out such practices, the PE shall -</p> <p>(a) exclude the concerned Tenderer from further participation in</p>

	<p>the particular Procurement proceeding; or</p> <p>(b) declare, at its discretion, the concerned Tenderer to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.</p>
<p>3. Documents Forming the Contract and Priority of Documents</p>	<p>3.1 The following documents forming the Contract shall be interpreted in the following order of priority:</p> <p>(a) signed Contract Agreement (Form PW2-5);</p> <p>(b) e-Notification of Award (PW2-4);</p> <p>(c) completed e-Tender ;</p> <p>(d) the Particular Conditions of Contract;</p> <p>(e) the General Conditions of Contract;</p> <p>(f) the Technical Specifications;</p> <p>(g) the General Specifications;</p> <p>(h) the Drawings;</p> <p>(i) the priced Bill of Quantities ; and</p> <p>(j) any other document listed in the PCC forming part of the Contract.</p>
<p>4. Eligibility</p>	<p>4.1 The Contractor shall be a Bangladeshi national.</p>
<p>5. Possession of the Site</p>	<p>5.1 PE shall give possession of the to the Contractor on the date stated in the PCC.</p>
<p>6. Procuring Entity's Responsibilities</p>	<p>6.1 PE shall pay the Contractor, in consideration of the satisfactory progress of execution and completion of the Works and Physical services, and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract Agreement.</p>
<p>7. Contractor's Responsibilities</p>	<p>7.1 The Contractor shall execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract Agreement.</p>
<p>8. Taxes and Duties</p>	<p>8.1 The Contractor shall be entirely responsible for all taxes, duties, fees, and other such levies imposed inside and outside Bangladesh.</p>
<p>9. Contractor's Personnel</p>	<p>9.1 If the Project Manager asks the Contractor to remove a particular person who is a member of the Contractor's staff or work force from the Site, he or she shall state the reasons, and the Contractor shall ensure that the person leaves the Site within three (3) days and has no further connection with the work in the Contract.</p>
<p>B. Time Control</p>	
<p>10. Start Date</p>	<p>10.1 Start Date is the date defined in the PCC and it is the last date when the Contractor shall commence execution of the Works under</p>

	the Contract.
11. Intended Completion Date	11.1 Intended Completion Date is the date calculated from the start Date as specified in the PCC , on which it is intended that the Contractor shall complete the Works and Physical services as specified in the Contract and may be revised only by the Project Manager by issuing an extension of time.
12. Programme of Works	12.1 Within the time stated in the PCC , the Contractor shall submit to the Project Manager, for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works.
	12.2 The Contractor shall submit to the Project Manager for approval of an updated programme as required by the Project Manager.
13. Extension of the intended completion time	13.1 The Contractor shall be entitled to an extension of the Intended Completion Date, if and to the extent that completion of the Works or any part thereof is or will be delayed by Compensation Events or a Variation Order.
	13.2 PE may extend the Intended Completion Date by twenty (20) percent of the original Contract time as stated under GCC Sub Clause 13.1
	13.3 In the case an extension of the Intended Completion Date required more than twenty (20) percent of the original Contract time, approval of the Head of the PE for the same shall be required to be obtained.
C. Quality Control	
14. Execution of Works	14.1 The Contractor shall construct, install and carry out the Works and Physical services in accordance with the Specifications and Drawings as scheduled in GCC Clause 3.
15. Identifying Defects	15.1 The Project Manager shall check the works executed by the Contractor and notify the Contractor of any Defects found.
16. Testing	16.1 The Contractor shall carry out routine Tests of materials and works based on the progress of works to ensure the quality of completed works in accordance with standard methods determined by the Project Manager.
	16.2 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
17. Rejection of Works	17.1 If, as a result of an examination, inspection, measurement or testing, of Works it is found to be defective or otherwise not in accordance with the Contract, the Project Manager may reject the Works by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure

	that the rejected Works subsequently complies with the Contract.
18. Remedial Work	<p>18.1 Notwithstanding any test, the Project Manager by visual inspection or field tests may instruct the Contractor to:</p> <ul style="list-style-type: none"> (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract, (b) remove and re-execute any other work which is not in accordance with the Contract, and <p>18.2 execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.</p>
19. Correction of Defects	<p>19.1 The Project Manager shall give notice to the Contractor, with a copy to the PE and others concerned, of any Defects before the end of the Defects Liability Period, which begins at Completion Date, and is defined in the PCC.</p> <p>19.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.</p> <p>19.3 The Defects Liability Period shall be extended for as long as Defects remain to be corrected.</p> <p>19.4 The Project Manager shall issue a Defects Liability Schedule for correction of Defects within thirty (30) days from the Contractor's request for Final Payment as stated under GCC Sub Clause 35.3 stating the scope of corrections or additions that are necessary.</p> <p>19.5 If the corrections or additions scheduled or notified by the Project Manager have been completed by the Contractor, the Project Manager shall issue a Defects Correction Certificate.</p>
20. Uncorrected Defects	<p>20.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected by it, and the Contractor shall remain liable to pay the expenditures incurred on account of correction of such Defect.</p>
D. Cost Control	
21. Contract Price	<p>21.1 The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to Contract</p>
22. Bill of Quantities (BOQ)	<p>22.1 The Bill of Quantities shall contain priced items for the construction, installation, testing, and commissioning work to be done by the Contractor</p> <p>22.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done in the Bill of Quantities for each item.</p>
23. Changes in the Quantities and	<p>23.1 If the final quantity of the work done for any particular item increases from the quantity in the Bill of Quantities by more than twenty-five</p>

adjustment of Unit Price	percent (25%), provided the change in case exceeds one percent (1%) of the original Contract Price, the Project Manager shall adjust the rate to allow for the change.
24. Variations	24.1 All Variations and Extra Work Orders under the Contract shall be included in the updated Programme of Works produced by the Contractor.
25. Costing of Variation Orders	25.1 The Contractor shall submit a quotation for carrying out the Variation within 7 (seven) days of being requested by the Project Manager.
	25.2 If the items of works under Variation Order are exactly the same or similar to those in the Bill of Quantities of the original Contract, the applicable unit prices of those work items in the Bill of Quantities of the original Contract shall be used for costing of those additional work items.
	25.3 If not, the unit prices of those new work items shall be based on ; <ul style="list-style-type: none"> (i) the direct unit costs used in the Bill of Quantities of original Contract for other items (e.g. unit cost of cement, steel rebar, formwork, labour rate, equipment rental, etc) as indicated in the Contractor's price breakdown of the cost estimate, if available; or (ii) fixed prices acceptable to both the PE and the Contractor based on market prices; or (iii) the direct cost of the new work items based on (i) and (ii) above shall then be combined with the mark-up factor (i.e. taxes, overheads and profit) used by the Contractor in his or her Tender to determine the unit rate or price of the new work item.
	25.4 If the Contractor's quotation is found to be unreasonable, the Project Manager shall exercise his own judgement to fix the Unit rate (s).
26. Payment Certificates	26.1 The basis for payment certificates shall be BOQ used to determine the Contract price.
	26.2 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the works executed less the cumulative amount certified previously.
	26.3 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
	26.4 The value of work executed shall be determined by the Project Manager and shall comprise the value of the items of works completed as per the unit prices in the Bill of Quantities
	26.5 The Project Manager may in any payment certificate make any correction or modification that should properly be made to any previous payment certificate.
27. Payments to the	27.1 PE shall pay the Contractor in Bangladesh Taka currency, the

<p>Contractor</p>	<p>amounts certified by the Project Manager within twenty eight (28) days of the date of each certificate after due adjustments.</p>
<p>28. Compensation Events</p>	<p>28.1 The following shall be Compensation Events:</p> <ul style="list-style-type: none"> (a) PE does not give access to or possession of the Site or part of the Site by the Site Possession Date stated in the GCC Sub Clause 5.1; (b) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notification of Award; (c) Other Contractors, public authorities, utilities, or the PE do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor; (d) The Project Manager unreasonably delays issuing a Completion Certificate; (e) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects; (f) Other Compensation Events described in the Contract or determined by the Project Manager in the PCC shall apply <p>28.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract price shall be increased and/or the Intended Completion Date shall be extended.</p>
<p>29. Retention Money</p>	<p>29.1 Total Retention Money including retained Tender Security shall not exceed ten (10) Percent of the Contract Value.</p> <p>29.2 PE shall retain balance Retention Money from each progressive payment due to the Contractor at the percentage specified in the PCC until completion of the whole of the Works under the Contract.</p> <p>29.3 The balance Retention Money shall be equal to the shortfall of ten (10) percent of the Contract value after retaining Tender Security.</p> <p>29.4 On completion of the whole of the Works, the first half the total amount retained shall be repaid to the Contractor and the remaining second half after the Defects Liability Period has passed.</p> <p>29.5 PE may claim against the Retention Money if any of the following events occurs for fourteen (14) days or more.</p> <ul style="list-style-type: none"> (a) The Contractor is in breach of the Contract and the PE has duly notified him or her ; and (b) The Contractor has not paid an amount due to the PE and the PE has duly notified him or her. <p>29.6 In the event the Contractor is liable to pay compensation under the Contract amounting to the full value of the Retention Money or more, the PE may call the full amount of the Retention Money.</p> <p>29.7 If there is no reason to call the Retention Money, the remaining second half of the Retention Money shall be discharged by the PE and returned to the Contractor not later than twenty-eight (28) days after the Defects Liability Period has passed and the Project Manager has certified in the form of Defects Correction certificate.</p>

30. Performance Security	30.1 PE may claim against the security if any of the following events occurs for fourteen (14) days or more. (c) The Contractor is in breach of the Contract and the PE has duly notified him or her ; and (d) The Contractor has not paid an amount due to the PE and the PE has duly notified him or her.
	30.2 If there is no reason to call the Performance Security, the Performance Security shall be discharged by the PE and returned to the Contractor not later than twenty-eight (28) days after the issuance of certificate of Completion of works by the Project Manager.
31. Liquidated Damages	31.1 The Contractor shall be liable to pay Liquidated Damages or in other words the Delay Damages to the PE at the rate per day as specified in the PCC for each day of delay from the Intended Completion Date, for the uncompleted Works or for any part thereof.
	31.2 The total amount of Liquidated Damages shall not exceed the amount defined in the PCC .
	31.3 Payment of Liquidated Damages by the Contractor shall not relieve the Contractor from its obligations.
E. Completion of Contract	
32. Completion	32.1 The Contractor shall apply by notice to the Project Manager for issuing a Completion Certificate of the Works, and the Project Manager shall do so upon deciding that the work is completed.
33. Taking Over	33.1 PE shall Take-Over the Site and the Works within seven (7) days of the Project Manager issuing a Completion Certificate under GCC Sub Clause 32.1
34. Amendment to Contract	34.1 The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease in original Contract price and any other changes acceptable under the conditions of the Contract.
	34.2 The PE, in accordance with the Delegation of Financial Power or sub-delegation thereof, shall amend the Contract incorporating the changes introduced to the original terms and conditions of the Contract.
35. Final Account	35.1 The Contractor shall submit with a detailed account of the total amount that the Contractor considers payable under the Contract to the Project Manager before the end of the Defects Liability Period .
	35.2 The Project Manager shall certify the Final Payment within thirty days (30) days of receiving the Contractor's account if the payable amount claimed by the Contractor is correct and the corresponding works are completed.

	<p>35.3 If it is not, the Project Manager shall issue within thirty (30) days a Defects Liability Schedule that states the scope of the corrections or additions that are necessary.</p>
<p>36. Release from Performance</p>	<p>36.1 If any event or circumstance outside the control of the parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both parties to fulfil its or their contractual obligations, then upon notice by either party to the other party of such event or circumstance, the parties shall be discharged from further performance, without prejudice to the rights of either party in respect of any previous breach of the Contract.</p>
<p>F. Termination</p>	
<p>37. Termination</p>	<p>37.1 <u>Termination for Default</u></p> <p>(a) PE 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.</p> <p>(b) Fundamental breaches of the Contract shall include, but shall not be limited to, the following:</p> <p>(i) the Contractor stops work for twenty-eight (28) days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Project Manager;</p> <p>(ii) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;</p> <p>(iii) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of Liquidated Damages can be paid, as specified in GCC Sub Clause 31.2;</p> <p>(iv) the Contractor has subcontracted the whole of the Works or has assigned the Contract without the required agreement and without the approval of the Project Manager;</p> <p>(v) the Contractor, in the judgment of the PE has engaged in corrupt or fraudulent practices as defined in GCC Clause 2, in competing for or in executing the Contract.</p> <p>(vi) PE can debar the tenderer for a period of 1 (one) to 2 (two) years for the procurement of all procuring entities due to fundamental breach of contract.</p>
<p>38. Payment upon Termination</p>	<p>38.1 If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 37.1 by the Contractor, the Project Manager shall issue a certificate for the value of the Works done and Plant and Materials ordered less payments made up to</p>

	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 .
39. Property	39.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the PE if the Contract is terminated because of the Contractor's default.

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G. Corrupt, Fraudulent, Collusive, Coercive(and Obstructive in case of Development Partner) Practices	
40. Corrupt, Fraudulent, Collusive, Coercive(and Obstructive in case of Development Partner) Practices	<p>40.1The Government and the Development Partner requires that the Procuring Entity as well as the Contractor (including sub-contractors, agents, personnel, consultants and service providers), shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.</p> <p>40.2The Contractor (including sub-contractors, agents, personnel, consultants and service providers) shall permit the Government and/or the Development Partner to inspect the Contractor’s accounts and records and other documents relating to the submission of Tender and contract performance, and to have them audited by auditors appointed by the Government and/or the Development Partner, if so required.</p>
	<p>40.3For the purposes of GCC Sub Clause 17.4, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (a) “corrupt practice” means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of a Procuring Entity or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by a Procuring Entity in connection with a Procurement proceeding or Contract execution; (b) “fraudulent practice” means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution; (c) “collusive practice” means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Procuring Entity, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying a

	<p>Procuring Entity the benefits of competitive price arising from genuine and open competition;</p> <p>(d) “coercive practice” means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of the Contract, and this will include creating obstructions in the normal submission process used for Tenders; or</p> <p>(e) “Obstructive practice” (applicable in case of Development Partner) means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.</p> <p>40.4Should any corrupt, fraudulent, collusive, coercive practice (or obstructive practice in case of Development Partner) of any kind, in competing for or in executing the Contract, is determined by the Procuring Entity, then the Procuring Entity may, upon giving 28 days’ notice to the Contractor, terminate the Contractor’s employment under the Contract and the provisions of Clause 46 shall apply as if such expulsion had been made under sub-clause 46.1 (Termination for Default).</p> <p>40.5If corrupt, fraudulent, collusive or coercive (or obstructive in case of Development Partners) practices of any kind determined by the Procuring Entity or the Development Partner against the Contractor alleged to have carried out such practices, the Procuring Entity and/or the Development Partner shall:</p> <p>a) exclude the Contractor from further participation in the particular Procurement proceeding; or</p> <p>b) declare, at its discretion, the Contractor to be ineligible to participate in further Procurement proceedings, either indefinitely or for</p>
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	<p>a specific period of time; or</p> <p>c) PE can debar the Contractor for a period of 1 (one) to 2 (two) years for the procurement of all procuring entities due to fundamental breach of contract.</p> <p>40.6The Contractor shall be aware of the provisions on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008 and in case of Development Partner financed contract, the Procurement Guidelines of the Development Partner.</p>
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H. Disputes and Settlement

<p>41. Settlement of Disputes</p>	<p>41.1 <u>Amicable settlement</u></p> <p>PE and the Contractor shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.</p>
	<p>41.2 <u>Arbitration</u></p> <p>(a) If the parties are unable to reach a settlement as per GCC Clause 41.1 within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either party may give notice to the other party of its intention to commence arbitration.</p> <p>(b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the PCC.</p>

Section 4. Particular Conditions of Contract

<i>Instructions for completing the Particular Conditions of Contract are provided in italics in parenthesis for the relevant GCC Clauses.</i>	
GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(r)	The Procuring Entity is <i>[Name, address]</i>
GCC 1.1(s)	The Project Manager is <i>[Name, address]</i>
GCC 1.1(t)	The Site is located at <i>[location]</i> and is defined in drawings No: <i>[insert numbers]</i>
GCC 1.1(y)	The Works consist of <i>[state brief summary]</i>
GCC 3.1 (j)	Other documents forming part of the Contract are; <i>[list other documents viz. Site Investigation Reports, relevant correspondences prior to signing of the Contract agreement etc.]</i>
GCC 5.1	Possession of the Site to the Contractor shall be given on the following date; <i>[state date of possession of site]</i>
GCC 10.1	The Start Date shall be <i>[insert date]</i> <i>[it is the last date when the Contractor shall commence execution of the Works under the Contract]</i>
GCC 11.1	The Intended Completion Date for the whole of the Works shall be <i>[insert date]</i> <i>[to be calculated from the start Date]</i>
GCC 12.1	The Contractor shall submit a Programme for the Works within <i>[insert days]</i> days of signing the Contract. <i>[usually ten (10) days or may be less]</i>
GCC 19.1	The Defects Liability Period is <i>[state months]</i> <i>[usually Defect Liability Period is twelve (12) months to cover at least one complete monsoon season].</i>
GCC 28.1(f)	The following additional events shall also be the Compensation Events: <i>[list events or state none]</i>

<p>GCC 29.2</p>	<p>The proportion of payments to be retained is <i>[insert percent]</i> percent.</p>
<p>GCC 31.1</p>	<p>The amount of Liquidated Damages or in other words Delay Damages is <i>[insert percentage]</i> percent of final Contract price of the uncompleted Works or any part there of it's per day of delay.</p> <p><i>[usually the percent-rate of liquidated damages is set at between 0.05 and 0.10 of ONE (1) percent of final Contract price of the uncompleted Works or any part there of it's per day of delay]</i></p> <p><u>Guide to application of GCC Sub Clause 28.1 above</u></p> <p><i>[Liquidated damages is equivalent to an amount to be determined in accordance with the following formula</i></p> $T_{LD} = V_{UW} \times P \times n$ <p>Where;</p> <p>T_{LD} = Total amount of Liquidated Damages</p> <p>V_{UW} = Value of Uncompleted Works (i.e. works not having been completed as of the expiry of the Intended Completion Date plus the works completed after the expiry of the Intended Completion Date). V_{UW} shall be calculated by deducting the value of the completed works under the Contract from the total Contract price.</p> <p>P = Percent-rate at which the Liquidated Damages shall be imposed for every day of delay of the final Contract price of the uncompleted Works or any part there of.</p> <p>n = No of days of delay for completion of works under the Contract]</p>
<p>GCC 31.2</p>	<p>The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is <i>[insert percentage]</i> percent of the final Contract price of the whole of the Works.</p> <p><i>[usually the total amount of liquidated damages shall not exceed ten (10) percent of the final Contract price for the whole of the Works]</i></p>
<p>GCC 38.1</p>	<p>The percentage to apply to the contract value of the works not completed, representing the Procuring Entity's additional cost for completing the uncompleted Works, is <i>[state percentage]</i> percent.</p> <p><i>[usually between ten (10) to twenty (20) percent depending on the nature of the Works]</i></p>
<p>GCC 41.2(b)</p>	<p>The arbitration shall be conducted in the place mentioned below;</p> <p><i>[state name of place with location and district]</i></p>

Section 5. Tender & Contract Forms

Form	Title
	Tender Forms
e-PW2 – 1	Tender Submission Letter
e-PW2 – 2	Tenderer's Information
e-PW2-3 (A)	Name of Works Contract successfully completed during last 5 years from IFT date within only PE's Organization e-PW2-3 (A) [If Applicable]
e-PW2-3(B)	List of On-going Works and Current Commitment(s) during last 5 years from IFT date under all PE's Organization e-PW2-3(B) [If Applicable]
	Contract Forms
e-PW2 – 3	Notification of Award
e-PW2 – 4	Contract Agreement

Forms **e-PW2-1** to **e-PW2-2** comprises part of the Tender Format and should be completed as stated in ITT Clauses.12.1

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

e-Tender Submission Letter (Form e-PW2-1)

We, the undersigned, offer to execute Works and Physical services in conformity with the Conditions of Contract and associated Contract documents and e-TD.

In signing this letter in the form of e-Signature/Digital Signature (***by clicking on a Final Submission button, Tenderer is signing this e-tender submission document***), and in submission of our e-Tender, we also confirm that:

- a. Our Tender shall be valid for the period stated in the Tender Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- b. If our Tender is accepted, we commit to furnishing a Performance Security, if applicable, in the amount stated in the NOA and valid for a period of 28 days beyond the date of completion of our performance obligations.
- c. We have examined and have no reservations to the e-TD including Addendum issued in accordance with the instructions to Tenderer.
- d. We hereby confirm that we shall execute Works and Physical services in compliance with the specifications mentioned in General and Particular Specifications in Section 7 and 8, if any.
- e. We, 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
- f. Furthermore, we are aware of ITT concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract.
- g. We, 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.
- h. We, 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.
- i. We, 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
- j. We understand that your Notification of Award through e-GP system shall become a binding Contract between us, until a formal Contract is prepared and executed.
- k. We understand that you reserve the right to accept or reject any Tender, to cancel the Tender proceedings, or to reject all Tenders, without incurring any liability to Tenderers, in accordance with ITT.

Attachment 1: Written confirmation authorising the above signatory to submit the Tender, in accordance with ITT.

Tenderer Information Form (e-PW2-2)

Tenderer 's profile information will come from the e-GP System.

Note: Information of Tenderer should be filled up

1. Name of the Tenderer:				
2. Registered e-mail ID of the Tenderer:				
3. Qualification Information of the Tenderer [ITT Clause 17]				
3.1	Specific Experience in Construction Works of Tenderer Completed Contracts of similar nature, complexity and methods/construction technology			
	Contract No	[insert reference no] of [insert year]		
	Name of Contract	[insert name]		
	Role in Contract <i>[tick relevant box].</i>	Prime Contractor	Subcontractor	Management Contractor
	Award date	[insert date]		
	Completion date	[insert date]		
	Total Contract Value	[insert amount]		
	Procuring Entity's Name Address Tel / Fax <u>e-mail</u>			
	Brief description with justifications of the similarity compared to the Procuring Entity's requirements	[state justification in support of its similarity compared to the proposed works]		
3.2	Average annual construction turnover [ITT Sub Clause 10.1(a)] <i>[Payment received for each year of works in progress or completed, using rate of exchange at the end of the period reported]</i>			
	Year	Currency	Amount (Taka or Equivalent Taka)	

3.3	Liquid assets available to meet the construction cash flow [ITT Sub Clause 10.1(b)]		
	No	Source of Financing	Amount Available
In order to confirm the above statements the Tenderer shall submit , as applicable, the documents mentioned in ITT Sub Clause 17.1 (d)			
3.4	Contact Details:		
	Name, address, and other contact details of Tenderer Bankers and other Procuring Entity(s) that may provide references, if contacted by this Procuring Entity		

Name of Works Contract successfully completed during last 5 years from IFT date within only PE's Organization e-PW2-3 (A)

SL No.	Name of Works Contract successfully completed during the last 5 years from IFT date under only PE's organization	Value of Works Contract successfully completed during the last 5 years from IFT date under only PE's organization	Date of Actual Completion	Upload Completion Certificate
Fill By Tenderer - Text	Fill By Tenderer -Text	Fill By Tenderer - Money Positive	Fill By Tenderer-Date	Fill By Tenderer - File

List of On-going Works and Current Commitment(s) during last 5 years from IFT date under all PE's Organization e-PW2-3(B)

SL No.	Name of On-Going Works Contract and Current Commitments under any PE's organization	Value of On-Going Works Contract and Current Commitments under any PE's organization	Date of Award / Contract Signing	Name of PE's organization under which Contract Completed (i.e. RHD, LGED, PWD, WDB etc)	Upload Contract Agreement / Notice to Proceed
Fill By Tenderer - Text	Fill By Tenderer - Text	Fill By Tenderer - Money Positive	Fill By Tenderer-Date	Fill By Tenderer - Text	Fill By Tenderer - File

Notification of Award (Form e-PW2-3)

Contract No:
To:

Date:

[Name of Contractor]

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

You are thus requested to take following actions:

- i. furnish a Performance Security, if applicable in the form as specified and in the amount of Tk *[state amount in figures and words]*, within seven (7) days of issuance of this Notification of Award but not later than *(specify date)*, in accordance with ITT Clause 20.2.
- ii. sign the Contract within fourteen (14) days of issuance of this Notification of Award but not later than *(specify date)*, in accordance with ITT Sub Clause 39.1.

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

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

Contract Agreement (Form e-PW2-4)

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) the signed Contract Agreement
 - (b) the Notification of Award
 - (c) the completed Tender and the appendices to the Tender
 - (d) the Particular Conditions of Contract
 - (e) the General Conditions of Contract
 - (f) the Technical Specifications
 - (g) the General Specifications
 - (h) the Drawings
 - (i) the priced Bill of Quantities and the Schedules
 - (j) any other document listed in the PCC forming part of the Contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For the Procuring Entity

For the Contractor

Signature

Name

National ID No.

Title

In the presence of

Name

Address

Section 6. Bill of Quantities

Guidance Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities (BOQ) are;

- (a) to provide sufficient information on the quantities of Works to be performed to enable Tenders to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced BOQ for use in the periodic valuation of Works executed.
- (c) a separate item for **tests** that may be required to be carried out to ensure the quality of materials and works.

In order to attain these objectives, the items in the Bill of Quantities should be grouped into sections to distinguish between those parts of the Works that by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, phasing of the Works, or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities. Consistent with these requirements, the layout and content of the BOQ should be as simple and brief as possible. Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage, or waste. Quantities should be rounded up or down where appropriate and spurious accuracy should be avoided.

The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for Tendering. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Project Manager and valued at the rates or prices quoted in the priced Bill of Quantities, where applicable, and otherwise at such rates or prices as the Project Manager may fix within the terms and conditions of the Contract.

The method of measurements of completed works for payment shall be based on metric system unless otherwise unavoidable.

A sample format has been suggested.

THIS GUIDANCE NOTES FOR PREPARING A BILL OF QUANTITIES ARE INTENDED ONLY AS INFORMATION FOR THE PROCURING ENTITY OR THE PERSON DRAFTING THE TENDER DOCUMENT. THIS SHOULD NOT BE INCLUDED IN THE FINAL DOCUMENT

Bill of Quantities

Item no.	Item Code (if any)	Description of Item	Measu rement Unit	Quantity	Unit Price *		Total Price*	
					In figures	In words	In figures	In words
1	2	3	4	5	6	7=6	8=5x6	9=8
to be filled in by the Procuring Entity					to be quoted and filled in by the Tender er		Auto generated by e-GP System	
100 General Items								
101 [example]	04-548-08 [example]	Excavate topsoil to maximum... ... [example]	m3 [examp le]	35 [exam ple]	Tk.55.15 [exampl e]	Taka Fifty Five and Paisa Fifteen Only [exam ple]	Tk.1,930.25 [example]	Taka One Thousa nd Nine Hundre d Thirty and Paisa Twenty Five Only [exampl e]
102								
103								
& so on								
Sub-total of 100 for General Items					[Auto generated by e-GP System]			
200 Preliminary Items								
201								
202								
& so on								
Sub-total of 200 for Preliminary Items					[Auto generated by e-GP System]			
300 Main Items								
301								
302								
& so on								
Sub-total of 300 for Main Items					[Auto generated by e-GP System]			
400 Other Items								
401								
402								
& so on								
Sub-total of 400 for Other Items Main Items					[Auto generated by e-GP System]			

500 Misc. Items							
501							
502							
& so on							
Sub-total of 500 for Misc. Items						[Auto generated by e-GP System]	
GRAND TOTAL (in figure)						[Auto generated by e-GP System]	
GRAND TOTAL (in word)						[Auto generated by e-GP System]	

*** Note: All applicable taxes, custom duties, VAT and other levies payable by the Contractor under the Contract shall be included in the unit prices submitted by the Tenderer.**

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Section 7. General Specifications (GS)

THESE NOTES FOR PREPARING SPECIFICATIONS ARE INTENDED ONLY AS INFORMATION FOR THE PROCURING ENTITY OR THE PERSON DRAFTING THE e-TD AND SHOULD NOT BE INCLUDED IN THE FINAL e-TD. PE WILL ADD GENERAL SPECIFICATION IN THIS SECTION

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Tenderers to respond realistically and competitively to the requirements of the Procuring Entity without introducing deviations or conditionalities in their Tenders. In the context of national competitive Tendering, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the works to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Tenders be ensured, and the subsequent task of Tender evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. Most specifications are normally written specially by the Procuring Entity or Project Manager to suit the Contract Works in hand. There is no standard set of Specifications for universal application in all sectors, but there are established principles and practices, which are reflected in these documents.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, flood control, drainage and irrigation, and water supply, where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly used in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works. Such General Specifications are those issued by the specialised ministries/professional bodies in Bangladesh and/or those of the International Standards Organisation (ISO)

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized national standards should be used as much as possible. Where other particular standards are used the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.

Provision as such be kept that wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract.

Section 8. Particular Specifications

THESE NOTES FOR PREPARING SPECIFICATIONS ARE INTENDED ONLY AS INFORMATION FOR THE PROCURING ENTITY OR THE PERSON DRAFTING THE e-TD AND SHOULD NOT BE INCLUDED IN THE FINAL e-TD. PE WILL ADD PARTICULAR SPECIFICATIONS IN THIS SECTION

Notes on Particular Specifications

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

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Section 9. Drawings

Notes on Drawings

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

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Invitation for Tenders (IFT)

[This is the e-GP website format that provides relevant and essential information to help Tenderers to decide whether or not to participate in the particular Tender. It is included in this e-TD for information only. Lot details (single or multiple) will come from published Package of the Annual Procurement Plan (APP)]

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH						
1	Ministry			<Display >		
2	Division			<Display >		
2	Organization			<Display >		
3	Procuing Entity Name			<Display >		
4	Procuing Entity Code			<Display if available >		
5	Procuing Entity District			<Display >		
6	Invitation for			<Display>		
7	Invitation Reference No.			< Type in IFT Reference No. >		
KEY & FUNDING INFORMATION						
8	Procurement Method			< Display >		
9	Budget Type			< Display >		
10	Source of Funds			< Display >		
11	Development Partners (if applicable)			< Display >		
PARTICULAR INFORMATION						
11	Project Code (if applicable)			<Display>		
12	Project Name (if applicable)			<Display>		
13	Tender Package No. and Description			<Display>		
14	Category			<Display>		
15	Scheduled Tender Publication Date and Time			<Select Date & Time>		
16	Tender Document last selling / download Date and Time			<Select Date & Time>		
17	Pre-Tender Meeting Start Date and Time			<Select Date & Time>		
18	Pre-Tender Meeting End Date and Time			<Select Date & Time>		
19	Tender Closing Date and Time			<Select Date & Time>		
20	Tender Opening Date and Time			<Select Date & Time>		
INFORMATION FOR TENDERER						
21	Eligibility of Tenderer			< Enter detail >		
22	Brief Description of Works			< Enter detail >		
23	Evaluation Type			<Select>		
24	Document Available			<Select>		
25	Tender Document Price (TK)			< type in price >		
26	Mode of Payment			Payment through Banks		
27	Lot No	Identification of Lot	Location	Tender Security Amount (Tk)	Start Date	Completion Date
	<Display>	<Display>	<Display>	<type in>	<Select>	<Select>
28	Name of Official Inviting Tender			<Display>		
29	Designation of Official Inviting Tender			<Display>		
30	Address of Official Inviting Tender			<Display>		
31	Contact details of Official Inviting Tender			<Display>		
The PE reserves the right to reject all tenders or annul/cancel the Tender proceedings						