



RPCL-NORINCO INTL POWER LIMITED

(A Joint Venture of Rural Power Company Limited (RPCL), Bangladesh and NORINCO International Cooperation Limited, China)

TENDER DOCUMENT

for

**Supply and Installation of AC and Geyser for Six (6)
Storied Dormitory Building at Patuakhali 1320 (2×660) MW
Coal Fired Thermal Power Plant Project**

by

Open Tendering Method (OTM)

Tender Document No.: PUR-010(UW/PATUAKHALI/OTM)/2024-25

Package-A, Lot-04

Issued on: 20.01.2025

Table of Contents

Section 1. Instructions to Tenderers	1
A. General	1
1. Scope of Tender	1
2. Interpretation.....	1
3. Corrupt, Fraudulent, Collusive, Coercive (or Obstructive in case of Development Partner) Practices	1
4. Eligible Tenderers.....	4
B. Tender Document.....	5
5. Tender Document	5
6. Clarification of Tender Document	5
7. Addendum to Tender Document	5
C. Qualification Criteria.....	6
8. General Criteria	6
9. Experience Criteria	6
10. Financial Criteria.....	6
11. Personnel Capacity	7
12. Equipment Capacity	7
13. Joint Venture(JV)	7
14. Subcontractor(s).....	7
D. Tender Preparation	7
15. Only one Tender	7
16. Cost of Tendering	7
17. Issuance and Sale of Tender Document	7
18. Language of Tender	7
19. Contents of Tender	7
20. Tender Submission Letter and Bill of Quantities	8
21. Tender Prices	8
22. Tender Currency	9
23. Documents Establishing the Eligibility and Qualification of the Tenderer	9
24. Validity Period of Tender	10
25. Extension of Tender Validity and Tender Security.....	10
26. Tender Security.....	10
27. Form of Tender Security	10
28. Authenticity of Tender Security	10
29. Return of Tender Security.....	10
30. Forfeiture of Tender Security	11
31. Format and Signing of Tender.....	11
E. Tender Submission	11
32. Sealing, & Marking of Tender	11
33. Deadline for Submission of Tender	11
34. Late Tender.....	12
35. Modification, Substitution or Withdrawal of Tender	12
36. Tender Modification.....	12
37. Tender Substitution	12
38. Tender Withdrawal.....	12
F. Tender Opening & Evaluation.....	12
39. Tender Opening	12
40. Evaluation Process.....	14
41. Preliminary Examination	15
42. Technical Examination & Responsiveness.....	15
43. Clarification on Tender.....	15
44. Correction of Arithmetical Errors.....	16
45. Financial Evaluation	16
46. Price Comparison	16

47. Negotiations	17
48. Post-qualification.....	17
49. Procuring Entity’s Right to Accept any or to Reject Any or All Tenders.....	17
50. Rejection of All Tenders.....	17
51. Informing Reasons for Rejection	18
G. Contract Award	18
52. Award Criteria	18
53. Notification of Award.....	18
54. Performance Security.....	18
55. Contract Signing.....	19
56. Publication of Notification of Award of Contract	19
57. Debriefing of Tenderers	19
58. Right to Complain.....	20
Section 2.Tender Data Sheet.....	21
A. General	21
B. Tender Document.....	21
C. Qualification Criteria.....	21
D. Tender Preparation	23
E. Tender Submission	23
F. Tender Opening and Evaluation.....	23
G. Contract Award.....	23
Section3. General Conditions of Contract	24
A. General	24
1. Definitions	24
2. Communications & Notices	27
3. Governing Law.....	27
4. Governing Language.....	27
5. Documents Forming the Contract and Priority of Documents	27
6. Scope of Works.....	27
7. Assignment	27
8. Eligibility	28
9. Gratuities / Agency Fees.....	28
10. Possession of the Site	28
11. Procuring Entity’s Responsibilities	28
12. Contractor’s Responsibilities.....	28
13. Taxes and Duties	28
14. Contractor’s Personnel.....	28
15. Subcontracting.....	28
16. Instructions	28
17. Corrupt, Fraudulent, Collusive, Coercive(and Obstructive in case of Development Partner) Practices	28
B. Time Control.....	30
18. Start Date.....	30
19. Intended Completion Date	30
20. Completion of Works.....	30
21. Programme of Works	30
22. Pro-rata Progress	30
23. Extension of the Intended Completion Date	31
C. Quality Control	31
24. Execution of Works	31
25. Identifying Defects.....	31
26. Testing	31
27. Rejection of Works	31

30. Uncorrected Defects.....	32
D. Cost Control	32
31. Contract Price	32
32. Bill of Quantities (BOQ).....	32
33. Changes in the Quantities and Unit Rate	33
34. Issue of Variation or Extra Work Order	33
35. Costing of Variation Orders or Extra Work Orders	34
36. Payment Certificates	34
37. Payments to the Contractor.....	35
38. Compensation Events	35
39. Performance Security & Retention Money	36
40. Liquidated Damages.....	36
E. Completion of Contract.....	37
41. Completion	37
42. Taking Over	37
43. Amendment to Contract.....	37
44. Final Account	37
45. Release from Performance	37
F. Termination.....	37
46. Termination	37
47. Payment upon Termination	38
48. Property	38
G. Disputes and Settlement	39
49. Settlement of Disputes.....	39
Section 4. Particular Conditions of Contract	40
Section 5. Tender & Contract Forms	43
Section 6. Bill of Quantities.....	54
Section 7. General Specifications.....	56
Section 8. Particular Specifications	61
Section 9. Drawings	63

Section 1. Instructions to Tenderers

A. General

- 1. Scope of Tender**
- 1.1 The Procuring Entity, as indicated in the Tender Data Sheet **(TDS)** issues this Tender Document for the procurement of Works and physical services incidental thereto as specified in the **TDS** and as detailed in **Section 6: Bill of Quantities**. The name of the Tender and the number and identification of its constituent lot(s) are stated in the **TDS**.
- 1.2 The successful Tenderer shall be required to execute the Works and physical services as specified in the General Conditions of Contract.
- 2. Interpretation**
- 2.1 Throughout this Tender Document:
- (a) the term “in writing” means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail;
 - (b) if the context so requires, singular means plural and vice versa;
 - (c) “day” means calendar days unless otherwise specified as working days;
 - (d) “Person” means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society that wishes to participate in Procurement proceedings;
 - (e) “Tenderer” means a Person who submits a Tender;
 - (f) “Tender Document” means the Document provided by a Procuring Entity to a Tenderer as a basis for preparation of the Tender; and
 - (g) “Tender” depending on the context, means a Tender submitted by a Tenderer for execution of Works and physical services to a Procuring Entity in response to an Invitation for Tender.
- 3. Corrupt, Fraudulent, Collusive, Coercive (or Obstructive in case of Development Partner) Practices**
- 3.1 The Government and the Development Partner, if applicable requires that the Procuring Entity as well as the Tenderers and 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.
- 3.2 For the purposes of ITT Sub Clause 3.3, the terms set forth below as follows:
- a. “corrupt practice” means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to 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;

- 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.

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.

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:

- (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 for a specific period of time;
- (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
- (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.

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.

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.

4. Eligible Tenderers

- 4.1 This Invitation for Tenders is open to all potential Tenderers.
- 4.2 Tenderers shall have the legal capacity to enter into the Contract under the Applicable Law.
- 4.3 Tenderers shall be enrolled in the relevant professional or trade organisations registered in Bangladesh.
- 4.4 Tenderers may be a physical or juridical individual or body of individuals, or company invited to take part in public procurement or seeking to be so invited or submitting a Tender in response to an Invitation for Tenders.
- 4.5 Tenderers shall have fulfilled its obligations to pay taxes under the provisions of laws and regulations of Bangladesh.
- 4.6 Tenderers and all parties constituting the Tenderer shall not have a conflict of interest.
- 4.7 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.
- 4.8 Tenderers are not restrained or barred from participating in Public Procurement on grounds of poor performance in the past under any Contract.
- 4.9 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.
- 4.10 Government-owned enterprise in Bangladesh may also participate in the Tender if it is legally and financially autonomous, it operates under commercial law, and it is not a dependent agency of the Procuring Entity.
- 4.11 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity will reasonably request.

B. Tender Document

- 5. Tender Document**
- 5.1 The Sections comprising the Tender Document are listed below, and should be read in conjunction with any Addendum issued under ITT Clause 11.
- Section 1 Instructions to Tenderers (ITT)
 - Section 2 Tender Data Sheet (**TDS**)
 - Section 3 General Conditions of Contract (GCC)
 - Section 4 Particular Conditions of Contract (**PCC**)
 - Section 5 Tender and Contract Forms
 - Section 6 Bill of Quantities (BOQ)
 - Section 7 General Specifications
 - Section 8 Particular Specifications
 - Section 9 Drawings.
- 6. Clarification of Tender Document**
- 6.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address and, within time as specified in the **TDS**.
- 7. Addendum to Tender Document**
- 7.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity on its own initiative or in response to a clarification request in writing from a Tenderer, may revise the Tender Document by issuing an Addendum.
- 7.2 The Addendum issued under ITT Sub Clause 7.1 shall become an integral part of the Tender Document and shall have a date and an issue number and must be circulated by fax, mail or e-mail, to Tenderers who have purchased the Tender Documents, within five (5) working days of issuance of such Addendum, to enable Tenderers to take appropriate action.
- 7.3 If an Addendum is issued when time remaining is less than **one-third** of the time allowed for the preparation of Tenders, the Procuring Entity at its discretion shall extend the deadline by an appropriate number of days for the submission of Tenders, depending upon the nature of the Procurement requirement and the addendum. In any case, the minimum time for such extension shall not be less than three (3) working days.

C. Qualification Criteria

8. General Criteria

- 8.1 Tenderers shall possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, specific experience, reputation, and the personnel, to perform the contract, which entails setting pass/fail criteria, which if not met by the Tenderers, will result in consideration of its Tender as non-responsive.
- 8.2 In addition to meeting the eligibility criteria, as stated under ITT Clause 4, Tenderers must satisfy the other criteria stated in ITT Clauses 9 to 12 inclusive.
- 8.3 To qualify for multiple number of contracts/lots in a package made up of this and other individual contracts/lots for which Tenders are invited in the Invitation for Tenders, the Tenderers shall demonstrate having resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. The requirement of general experience as stated under ITT Sub Clause 9.1(a), and specific experience unless otherwise of different nature, as stated under ITT Sub Clause 9.1(b) shall not be separately applicable for each individual lot

9. Experience Criteria

- 9.1 Tenderers shall have the following minimum level of construction experience to qualify for the performance of the Works under the Contract:
- (a) a minimum number of years of general experience in the construction of works as specified in the **TDS**; and
 - (b) specific experience in construction works of a nature, complexity and methods/construction technology similar to the proposed Works, in at least a number of contract(s) and, each with a minimum value over the period, as specified in the **TDS**.

10. Financial Criteria

- 10.1 Tenderer shall have the following minimum level of financial capacity to qualify for the performance of the Works under the Contract.
- (a) the average annual construction turnover as specified in the **TDS** during the period specified in the **TDS**;
 - (b) availability of minimum liquid assets i.e. working capital or credit line(s) from any scheduled Bank of Bangladesh, net of other contractual commitments, of the amount as specified in the **TDS**.
 - (c) The Minimum Tender Capacity as specified in the **TDS**.

-
- | | |
|-------------------------------|---|
| 11. Personnel Capacity | 11.1 Tenderers shall have the minimum level of personnel capacity to qualify for the performance of the Works under the Contract consisting of key personnel with qualifications and experience as specified in the TDS . |
| 12. Equipment Capacity | 12.1 Tenderers shall own suitable equipment and other physical facilities or have proven access through contractual arrangement to hire or lease such equipment or facilities for the desired period, where necessary or have assured access through lease, hire, or other such method, of the essential equipment, in full working order, as specified in the TDS . |
| 13. Joint Venture(JV) | 13.1 No Joint Venture (JV) shall be permissible under this Invitation for Tenders. Tenders submitted in the form of JV shall be considered non-responsive. |
| 14. Subcontractor(s) | 13.1 The successful Tenderer shall under no circumstances assign the Works or any part of it to the Subcontractor(s). |

D. Tender Preparation

- | | |
|---|--|
| 15. Only one Tender | 15.1 Tenderers shall submit only one (1) Tender for each lot. Tenderer who submits or participates in more than one (1) Tender in one (1) lot of a package or in one (1) package with one (1) lot will cause all the Tenders of that particular Tenderer to be rejected. |
| 16. Cost of Tendering | 16.1 Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process. |
| 17. Issuance and Sale of Tender Document | 17.1 The Procuring Entity shall make Tender Documents available immediately to the potential Tenderers, requesting and willing to purchase at the corresponding price by the date the advertisement has been published in the newspaper. |
| 18. Language of Tender | 18.1 Tenders shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or <i>Bangla</i> . |
| 19. Contents of Tender | 19.1 The Tender prepared by the Tenderer shall comprise the following: <ul style="list-style-type: none">(a) Tender Submission Letter (Form PW2a-1) as stated under ITT Sub Clause 20.1;(b) Tenderer Information (Form PW2a-2) as furnished in Section 5: Tender Forms;(c) the priced Bill of Quantities for each lot as stated under ITT Sub Clause 20,21 and 22;(d) the Tender Security as stated under ITT Clauses 26,27 and 28; |

- (e) the written confirmation authorizing the signatory of the Tender to commit the Tenderer, as stated under ITT Sub Clause 31.2;
- (f) the Valid Trade License;
- (g) documentary evidence of Tax Identification Number(TIN) and VAT as a proof of fulfilment of taxation obligations as stated under ITT Sub Clause 4.5;
- (h) documentary evidence as stated under ITT Clause 23 establishing the Tenderer's eligibility and minimum qualifications required to be met for due performance of the Works and physical services under the Contract;
- (i) document establishing legal and financial autonomy and compliance with commercial law, as stated under ITT Sub Clause 4.10 in case of government owned entity;
- (j) tenderer's past performance information in (**Form PW2A-2A**) & documentary evidence for past performance evaluation and rating matrix as stated under ITT Sub Clause 40.3;
- (k) tenderer's capacity information in (**Form PW2A-2B**) & documentary evidence for tenderers capacity; and
- (l) any other document as specified in the **TDS**.

20. Tender Submission Letter and Bill of Quantities

- 20.1 Tenderers shall submit the Tender Submission Letter (**Form PW2a-1**), which shall be completed without any alterations to its format, filling in all blank spaces with the information requested, failing which the Tender may be rejected as being incomplete.
- 20.2 Tenderers shall submit the priced BOQ using the form(s) furnished in **Section 6: Bill of Quantities**.
- 20.3 If in preparing its Tender, the Tenderer has made errors in the unit rate or the total price, and wishes to correct such errors prior to submission of its Tender, it may do so, but shall ensure that each correction is initialled by the authorised person of the Tenderer.

21. Tender Prices

- 21.1 Tenderers shall fill in unit rates or prices for all items of the Works both in figures and in words as described in the **BOQ**. The price to be quoted in the Tender Submission Letter shall be the total price of the Tender.
- 21.2 The items quantified in the **BOQ** for which no unit rates or prices have been quoted by the Tenderer will not be paid for, by the Procuring Entity when executed and shall be deemed covered by the amounts of other rates or prices in the **BOQ** and, it shall not be a reason to change the Tender price.

-
- 21.3 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.
- 21.4 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.
- 22. Tender Currency** 22.1 Tenderers shall quote all prices in the Tender Submission Letter and in the BOQ in Bangladesh Taka (BDT) currency.
- 23. Documents Establishing the Eligibility and Qualification of the Tenderer** 23.1 Tenderers shall complete and submit the documentary evidence, as applicable to satisfy the following:
- (a) complete the eligibility declarations in the Tender Submission Letter (**Form PW2a-1**);
 - (b) complete the Tenderer Information (**Form PW2a-2**);
 - (c) general experience in construction works as stated under ITT Sub Clause 9.1(a), substantiated by the year of registration/constitution/licensing in its country of origin;
 - (d) specific experience in construction works under public sector of similar nature and size as stated ITT Sub Clause 9.1(b), substantiated by Completion Certificate (s) issued by the relevant Procuring Entity(s);
 - (e) average annual **construction** turnover i.e total certified payments received for contracts in progress or completed under public sector for a period as stated under ITT Sub Clause 10.1(a), substantiated by Statement(s) of Receipts, from any scheduled Bank of Bangladesh, issued not earlier than twenty eight (28) days prior to the day of the original deadline for submission of Tenders;
 - (f) adequacy of minimum liquid assets i.e working capital substantiated by Audit Reports mentioned in (j) below or credit line(s), substantiated by any scheduled Bank of Bangladesh in the format as specified (**Form PW2a-3**), without alteration, issued not earlier than twenty eight (28) days prior to the day of the original deadline for submission of Tenders for this Contract as stated under ITT Sub Clause 10.1(b);
 - (g) key personnel along with their qualification and experience proposed for the Contract as stated under ITT Clause 11.1;;
 - (h) major items of construction equipment proposed to carry out the Contract as stated under ITT Clause 12.1, substantiated by statement(s) in its letter-head pad declaring source of its availability;
 - (i) authority (s) to seek references from the Tenderer's Bankers or any other sources in its letter-head pad;

	(j) reports on the financial standing of the Tenderer, such as profit and loss statements and audited balance sheet for the past years as specified in the TDS , substantiated by Audit Reports.
24. Validity Period of Tender	24.1 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission deadline prescribed by the Procuring Entity. A Tender valid for a period shorter than that specified shall be considered as non-responsive.
25. Extension of Tender Validity and Tender Security	25.1 In exceptional circumstances, prior to the expiration of the Tender Validity period, the Procuring Entity may solicit all the Tenderers' consent to an extension of the period of validity of their Tenders; provided that those Tenderers have passed the preliminary examination as stated under ITT Sub Clause 41.2. 25.2 The request and the responses shall be made in writing. Validity of the Tender Security provided under ITT Clause 27.2 shall also be suitably extended for twenty eight (28) days beyond the new date for the expiry of the Tender Validity. If a Tenderer does not respond or refuses the request it shall not forfeit its Tender Security, but its Tender shall no longer be considered in the evaluation proceedings. A Tenderer agreeing to the request will not be required or permitted to modify its Tender.
26. Tender Security	26.1 Tenderer shall furnish as part of its Tender, in favour of the Procuring Entity or as otherwise directed on account of the Tenderer, a Tender Security in original form (not copy) and in the amount, as specified in the TDS . 26.2 In case of substitution of the Tender as stated under ITT Sub Clause 37.1a new Tender Security shall be required in the substituted Tender.
27. Form of Tender Security	27.1 The Tender Security shall be at the Tenderer's option, be either in the form of a Bank Draft or Pay Order or Bank Guarantee. 27.2 The Tender Security shall remain valid for at least twenty eight (28) days beyond the expiry date of the Tender Validity.
28. Authenticity of Tender Security	28.1 The authenticity of the Tender Security submitted by a Tenderer may be examined and verified by the Procuring Entity at its discretion in writing from the Bank issuing the security. 28.2 If a Tender Security is found to be not authentic, the Procuring Entity may proceed to take measures against that Tenderer as stated under ITT Sub Clause 3.2. 28.3 A Tender not accompanied by a valid Tender Security shall be considered as non-responsive.
29. Return of Tender Security	29.1 No Tender Security shall be returned to the Tenderers before contract signing. 29.2 Unsuccessful Tenderer's Tender Security will be discharged or released as soon as possible but within 28

days after the expiry of the Tender Validity period as stated under ITT Clause 24.

30. Forfeiture of Tender Security

- 30.1 The Tender security may be forfeited if a Tenderer:
- (a) withdraws its Tender after opening of Tenders but within the validity of the Tender as stated under ITT Clause 24 and 25; or
 - (b) refuses to accept a Notification of Award, as stated under ITT Sub Clause 53.3; or
 - (c) refuses to sign the Contract, as stated under ITT Sub Clause 55.2; or
 - (d) does not accept the correction of the Tender price following the correction of arithmetic errors, as stated under ITT Clause 44; or
 - (e) fails to furnish Performance Security as stated under ITT Sub Clause 54.1;

31. Format and Signing of Tender

- 31.1 Tenderers shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 19 and clearly mark it "ORIGINAL." In addition, the Tenderers shall prepare the number of copies of the Tender, as specified in the **TDS** and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the ORIGINAL shall prevail.
- 31.2 The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by the Person duly authorized to sign on behalf of the Tenderer. This Tender specific authorization shall be attached to the Tender Submission Letter (**Form PW2a-1**). The name and position held by each Person(s) signing the authorization must be typed or printed below the signature. All pages of the original and of each copy of the Tender, except for un-amended printed literature, shall be numbered sequentially and signed by the person signing the Tender.
- 31.3 Any interlineations, erasures, or overwriting will be valid only if they are signed or initialled by the Person signing the Tender.

E. Tender Submission

32. Sealing, & Marking of Tender

- 32.1 Tenderers shall enclose the original in one (1) envelope and all the copies of the Tender, in another envelope, duly marking the envelopes as "ORIGINAL (O)" and "COPY". These sealed envelopes will then be enclosed and sealed in one (1) single outer envelope with all the relevant particulars of the Tender on the envelopes.

33. Deadline for Submission of Tender

- 33.1 Tenders shall be delivered by hand or by mail, including courier services at the address(s) as specified in the **TDS** and not later than the date and time specified in the **TDS**.

-
- 33.2 The Procuring Entity may, at its discretion, extend the deadline for submission of Tender as stated under ITT Sub Clause 33.1, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be subject to the new deadline as extended.
- 33.3 If submission of Tenders is allowed in more than one location, the date and time, for submission of Tenders for both the primary and the secondary place(s), shall be the **“same and not different”** as specified in the **TDS**.
- 33.4 The Procuring Entity shall ensure that the Tenders received at the secondary place(s) are hand-delivered at the primary place as stated under ITT Sub Clause 33.1, within **THREE (3) HOURS** after the deadline for submission of Tenders at the secondary place (s), in case of **MULTIPLE DROPPING** as stated under ITT Sub Clause 42.3, as specified in the **TDS**.
- 34. Late Tender** 34.1 Any Tender received by the Procuring Entity after the deadline for submission of Tenders as stated under ITT Sub Clause 33.1 shall be declared **LATE** and returned unopened to the Tenderer.
- 35. Modification, Substitution or Withdrawal of Tender** 35.1 Tenderers may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice duly signed by the authorized signatory and properly sealed, and shall include a copy of the authorization; provided that such written notice including the affidavit is received by the Procuring Entity prior to the deadline for submission of Tenders as stated under ITT Clause 33
- 36. Tender Modification** 36.1 Tenderers shall not be allowed to retrieve its original Tender, but shall be allowed to submit corresponding modification to its original Tender marked as **“MODIFICATION (M)”**.
- 37. Tender Substitution** 37.1 Tenderers shall not be allowed to retrieve its original Tender, but shall be allowed to submit another Tender marked as **“SUBSTITUTION (S)”**.
- 38. Tender Withdrawal** 38.1 Tenderers shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as **“WITHDRAWAL(W)”**.

F. Tender Opening & Evaluation

- 39. Tender Opening** 39.1 Tenders shall be opened immediately after the deadline for submission of Tenders at the primary place as specified in the **TDS** but not later than **ONE HOUR** after expiry of the submission deadline at the same primary place, unless otherwise stated under ITT Sub Clause 39.2.

-
- 39.2 If submission of Tenders is allowed in more than one location as stated under ITT Sub Clause 33.3 and 33.4, Tenders shall be opened, immediately after receipt of Tenders from all the secondary place(s), at the primary place at the date and time as stated under ITT Sub Clause 39.1.
- 39.3 Tenderers' representatives shall be duly authorised by the Tenderer. Tenderers or their authorised representatives will be allowed to attend and witness the opening of Tenders, and will sign a register evidencing their attendance.
- 39.4 The authenticity of withdrawal or substitution of, or modifications to original Tender, if any made by a Tenderer in specified manner, shall be examined and verified by the Tender Opening Committee (TOC) based on documents submitted as stated under ITT Sub Clause 35.1.
- 39.5 Ensuring that only the correct (M), (S), and (O) envelopes are opened, details of each Tender will be dealt with as follows:
- (a) the Chairperson of the TOC will read aloud each Tender and record in the Tender Opening Sheet (TOS):
 - (i) the name and address of the Tenderer;
 - (ii) state if it is a withdrawn, modified, substituted or original Tender;
 - (iii) the Tender price;
 - (iv) the official cost estimate;
 - (v) the presence or absence of any requisite Tender Security; and
 - (vi) such other details as the Procuring Entity, at its discretion, may consider appropriate.
 - (b) all pages of the original version of the Tender, except for un-amended printed literature, will be initialled by members of the TOC.
- 39.6 Upon completion of Tender opening, all members of the TOC and the Tenderers or Tenderer's duly authorised representatives attending the Tender opening shall sign by name, address, designation, the TOS, copies of which shall be issued to the Head of the Procuring Entity or an officer authorised by him or her and also to the members of the TOC and any authorised Consultants and, to the Tenderers immediately.
- 39.7 No Tender will be rejected at the Tender opening stage except the LATE Tenders as stated in the ITT Clause 34.

40. Evaluation Process

- 40.1 Tender Evaluation Committee (TEC) may consider a Tender as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the Tender Document. The evaluation process should begin immediately after Tender opening following four steps:
- Preliminary Examination;
 - Technical Examinations and Responsiveness;
 - Financial evaluation and price comparison;
 - Post-qualification of the Tender.
- 40.2 Tenderers having quoted the tender price more than 10 (Ten) percent above or below the official cost estimate, the tender will be rejected.
- 40.3 In case of tie for the lowest evaluated price, the tenderer shall be selected based on the "Past Performance Evaluation Matrix" to be used in assessing the Tenderer's quality as stated below:

Past Performance Evaluation Matrix

Aspect No.	Aspect	Point	Score	Note
1	Total Number of Works Contract successfully completed within only PE's organization during last 5 years	140	$\text{Score 1} = \frac{A}{B} \times 140$ <p>A= Number of Completed Contracts of the Tenderer B= Highest Number of Completed Contracts among the Tenderers</p>	Tenderers shall submit a list of Successfully Completed Contracts (in Form-PW2A-2A) during the last 5 years under the Procuring Entity's organization inviting tender, 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 up to +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	$\text{Score 2} = \frac{C}{D} \times 100$ <p>C= Value of Completed Contracts of the Tenderer D= Highest Value of Completed Contracts among the Tenderers</p>	
3	Total Value of On-going works and Current Commitment under all PEs Organization as shown in Tender Capacity Formula	60	$\text{Score 3} = \frac{E}{F} \times 60$ <p>E= Value of On-Going Works and Current Commitments of the Tenderer F= Highest Value of On-Going Works and Current Commitments among the Tenderers</p>	
	Total Point	300	Total Score =Score 1+Score 2+Score 3	

40.4 If the total score of all the Tenderers become 0.00 (zero), the Tender shall be rejected for Re-Tendering.

40.5 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.

- 41. Preliminary Examination**
- 41.1 TEC shall examine the Tenders to confirm that all documentation requested in ITT Clause 19 has been provided, to determine the completeness of each document submitted.
- 41.2 TEC shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the Tender shall be rejected.
- (a) Tender Submission Letter;
 - (b) Priced Bill of Quantities;
 - (c) Written confirmation of authorization to commit the Tenderer; and
 - (d) Valid Tender Security.
- 41.3 Tenderers having quoted the tender price more than 10 (Ten) percent above or below the official cost estimate, the tender will be rejected.
- 42. Technical Examination & Responsiveness**
- 42.1 If a Tender is not responsive to the mandatory requirements set out in the Tender Document, shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.
- 42.2 There shall be no requirement as to the minimum number of responsive Tenders.
- 42.3 There shall be no automatic exclusion of Tenders which are above or below the official estimate.
- 42.4 TEC shall examine the adequacy and authenticity of the documentary evidence as stated under ITT Clause 23.
- 42.5 TEC shall further examine the terms and conditions specified in Section 7: General Specifications and Section 8: Particular Specifications.
- 42.6 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 42.4 & 42.5, it shall be considered responsive.
- 43. Clarification on Tender**
- 43.1 TEC may ask Tenderers for clarifications of their Tenders, including breakdowns of unit rates, in order to assist the examination and evaluation of the Tenders.
- 43.2 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.

43.3 If a Tenderer does not provide clarifications of its Tender by the date and time, its Tender shall not be considered in the evaluation.

44. Correction of Arithmetical Errors

44.1 Provided that the Tender is responsive, the TEC shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the line item total price shall be corrected, unless in the opinion of the TEC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted will govern and the unit price will be corrected; and
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

44.2 TEC shall correct the arithmetic errors and shall promptly notify the concerned Tenderer(s) If the Tenderer that does not accept the correction of arithmetic errors, its Tender shall be considered non-responsive.

45. Financial Evaluation

45.1 TEC shall evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the requirements set out in the Tender Document.

45.2 To evaluate a Tender, the TEC shall consider the Tender price after adjustments for correction of arithmetical errors, as stated under ITT Sub Clause 44.1.

45.3 Variations, deviations and other factors which are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Procuring Entity will not be taken into account in the Tender evaluation.

45.4 To determine the lowest-evaluated lot(s), the TEC will take into account:

- (a) the lowest-evaluated Tender for each lot;
- (b) the resources sufficient to meet the qualifying criteria for the individual lot or aggregate of the qualifying criteria for the multiple lots.

46. Price Comparison

46.1 TEC will compare all responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 45.

-
- 46.2 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 40.3 shall be selected.
- 46.3 The successful Tenderer as stated under ITT Sub Clauses 46.1 shall not be selected through lottery under any circumstances.
- 47. Negotiations** 47.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer.
- 48. Post-qualification** 48.1 The determination on Post-Qualification shall be based upon an examination of the documentary evidence of the Tenderer's eligibility and qualifications submitted by the Tenderer, pursuant to ITT Clause 23, clarifications in accordance with ITT Clause 43 and the qualification criteria indicated in ITT Clause 8, 9,10,11 and 12. Factors not included therein shall not be used in the evaluation of the Tenderer's qualification.
- 48.2 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 with the next lowest evaluated Tender price and so on from the remaining responsive Tenders, if the evaluated cost of the Tender is acceptable to the TEC.
- 49. Procuring Entity's Right to Accept any or to Reject Any or All Tenders** 49.1 The Procuring Entity reserves the right to accept any Tender or to reject any or all the Tenders any time prior to contract award and, to annul the Procurement proceedings with prior approval of the Head of the Procuring Entity, any time prior to the deadline for submission of Tenders following specified procedures, without thereby incurring any liability to Tenderers, or any obligations to inform the Tenderers of the grounds for the Procuring Entity's action.
- 50. Rejection of All Tenders** 50.1 The Procuring Entity may, in the circumstances as stated under ITT Sub Clause 50.2 reject all Tenders following recommendations from the TEC only after the approval of such recommendations by the Head of the Procuring Entity.
- 50.2 All Tenders can be rejected, if -
- (a) the price of the lowest evaluated Tender significantly exceeds the official estimated cost, provided the estimate is realistic; or
 - (b) there is evidence of lack of effective competition; such as non-participation by a number of potential Tenderers; or

-
- (c) all Tenders are non-responsive; or
 - (d) evidence of professional misconduct, affecting seriously the Procurement process, is established pursuant to Rule 127 of the Public Procurement Rules, 2008.

51. Informing Reasons for Rejection

51.1 Notice of the rejection will be given promptly within seven (7) working days of decision taken by the Procuring Entity to all Tenderers and, the Procuring Entity will, upon receipt of a written request, communicate to any Tenderer the reason(s) for its rejection but is not required to justify those reason(s).

G. Contract Award

52. Award Criteria

52.1 The Procuring Entity shall award the Contract to the Tenderer whose Tender is responsive to all the requirements of the Tender Document and that has been determined to be the lowest evaluated Tender, provided further that the Tenderer is determined to be Post-qualified in accordance with ITT Clause 48.

53. Notification of Award

53.1 Prior to the expiry of the Tender Validity period and within one (1) week of receipt of the approval of the award by the Approving Authority, the Procuring Entity shall issue the Notification of Award (NOA) to the successful Tenderer.

53.2 The NOA, attaching the contract as per the sample (**Form PW2a-4**) to be signed, shall state :

- (a) the acceptance of the Tender by the Procuring Entity;
- (b) the price at which the contract is awarded;
- (c) the date and time within which the Contract shall be signed.

53.3 The NOA shall be accepted by the successful Tenderer within seven (7) working days from the date of its receiving.

53.4 Until a formal contract is signed, the NOA will constitute a Contract, which shall become binding upon the signing of the Contract by both parties.

54. Performance Security

54.1 Performance Security shall be provided by the successful Tenderer in BDT currency, of the amount as specified in the **TDS**.

54.2 The Procuring Entity shall increase the amount of the Performance Security up to 25% of the contract price in case the Tender price is significantly below the updated official estimated cost or unbalanced as a result of front loading on the recommendation of TEC.

-
- 54.3 The proceeds of the Performance Security shall be payable to the Procuring Entity unconditionally upon first written demand as compensation for Contractor's failure to complete its obligations under the Contract.
- 54.4 In the event a Government owned enterprise is the successful Tenderer, Performance Security, shall not be required and, in lieu, there shall be Retention Money as specified in the **TDS**.
- 54.5 Performance Security, as stated under ITT Clause 54.1, may be in the form of a Bank Draft, Pay Order or an irrevocable unconditional Bank Guarantee in the format (**Form PW2A-6**), without any alteration, issued by any scheduled Bank of Bangladesh acceptable to the Procuring Entity.
- 54.6 Within fourteen (14) days from the date of acceptance of the NOA but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security for the due performance of the Contract in the amount as stated under ITT Sub Clauses 54.1.
- 54.7 Performance Security shall be required to be valid until a date twenty-eight (28) days beyond the Intended Completion Date as specified in Tender Document.
- 55. Contract Signing**
- 55.1 Within twenty-eight (28) days of the issuance of the NOA, the successful Tenderer and the Procuring Entity shall sign the contract.
- 55.2 Failure of the successful Tenderer to sign the Contract, as stated under ITT Sub Clause 55.1, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated responsive Tenderer, who is determined by the TEC to be qualified to perform the Contract satisfactorily.
- 56. Publication of Notification of Award of Contract**
- 56.1 The NOA for contracts of BDT one crore and above shall be notified by the Procuring Entity to the Central Procurement Technical Unit (CPTU) within seven (7) days of its issuance for publication in their website and that notice shall be kept posted for not less than a month.
- 56.2 The NOA for contracts below BDT one crore shall be published by the Procuring Entity on its Notice Board and where applicable, on website of the Procuring Entity and, that notice shall be kept posted for not less than a month.
- 57. Debriefing of Tenderers**
- 57.1 Debriefing of Tenderers by the Procuring Entity shall outline the relative status and weakness only of his or her Tender requesting to be informed of the grounds for not accepting the Tender submitted by him or her, without disclosing information about any other Tenderer.

58. Right to Complain

58.1 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

Instructions for completing Tender Data Sheet are provided in italics in parenthesis for the relevant ITT clauses

ITT Clause Amendments of, and Supplements to, Clauses in the Instructions to Tenderers

A. General

ITT 1.1 The Procuring Entity is Company Secretary, RNPL

The Name of the Tender is: Supply and Installation of AC and Geyser for the Six (6) Storied Dormitory Building at Patuakhali 1320 (2x660) MW Coal Fired Thermal Power Plant Project

Tender Ref: PUR-010(UW/PATUAKHALI/OTM)/2024-25 Dated 20.01.2025
Package-A Lot-4

B. Tender Document

ITT6.1 For **clarification of Tender Document purposes** only, the Procuring Entity's address is:

Attention: Company Secretary, RNPL

Address: Asian Tower, 9th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh

Telephone: +88 02 55098013, +88 02 55098012, +88 02 55098014

Fax No.:

e-mail address: cs@rnpl.com.bd

and contact Procuring Entity within 3 February, 2025

C. Qualification Criteria

ITT 9.1(a) The minimum number of years of general experience shall five (5) years counting backward from the date of publication of IFT in the newspaper for the Tenderer in the supply, installation, testing and commissioning works of air conditioner or geyser in any organizations.

ITT9.1(b) The minimum specific experience as a Prime Contractor or Subcontractor or Management Contractor in supply, installation, testing and commissioning works of air conditioner and/or geyser of at least two (2) contract(s) of similar nature in in any organizations successfully completed within the last three (3) years counting backward from the date of publication of IFT in the newspaper , each with a value of at least Tk. 2,500,000 (Twenty Five Lacs Only).

[for Tenders where the package contains more than one (1) lot, this qualification requirements, shall be mentioned separately for each lot in the package]

ITT10.1(a) The required average annual turnover shall be greater than Tk 6,000,000 (Sixty Lacs Only) over the last five (5) years counting backward from the date of publication of IFT in the newspaper.

[for Tenders where the package contains more than one (1) lot, this qualification requirements shall be mentioned separately for each lot in the package]

ITT 10.1(b) The minimum amount of liquid assets i.e. working capital or credit line(s) of the Tenderer shall be Tk 3,500,000 (Thirty-Five Lacs Only)
[for Tenders where the package contains more than one (1) lot, this qualification requirements shall be mentioned separately for each lot in the package]

ITT 10.1(C) The minimum capacity shall be: Tk 3,000,000 (Thirty Lacs Only)
 The following formulae shall be used to calculate the Tender Capacity
 Assessed Tender Capacity = $(A \cdot N \cdot 1.5 - B)$
 Where
 A=Maximum value of Works performed in any one year during last five years
 N= Completion time of the proposed work in years
 B= Value of Existing commitments and works to be completed during the next N Years

For Tenders where the package contains more than one (1) Lot, this qualification requirement shall be mentioned separately for each lot in the package
 Note 1: In case the value of N is less than 12 (twelve) months the value of N shall be considered as 01 (one)

ITT 11.1 The following key personnel shall have the qualifications and experience mentioned against each:

No	Position	Total Works Experience (Years)	Experience in similar works (Years)
1.	Project Manager B.Sc. in Civil/Mechanical Engineering	7 years	5 years
2	Installation Supervisor Diploma in Mechanical/Electrical Engineering	5 years	3 years
3	Electrical Technician Vocational training in electrical engineering	3 years	2 years

[for Tenders where the package contains more than one (1) lot, this qualification requirement may be necessary for each lot in the package, subject to the nature of the control required over each package]

ITT 12.1 Tenderers shall own or have proven access to hire or lease of the major construction equipment, in full working order as follows:
 Tenderers shall propose their own work plan, method, personnel, equipment and schedules
 The tenderer shall submit list of tools & equipment owned by them or have to submit evidence that they own or letter of authorization that they are assured to hire the required equipment, so that they could engage the equipment from the day of starting of the work to ensure the completion of the Project within the specified completion time with the technical proposal.

[for Tenders where the package contains more than one (1) lot, this qualification requirement may be necessary for each lot in the package, subject to the nature of the control required over each package]

D. Tender Preparation

- ITT 19.1(i)** Tenderer shall submit with its Tender, the following additional documents including but not limited to:
- i. Original Catalogue/Brochure of both the AC and Geyser as specified in the Tender Document
 - ii. OEM's authorisation in its letter head pad to act as a dealer/agent/distributor or if the tenderer is not a dealer/agent/distributor then Authorisation Letter from OEM Authorised dealer/agent/distributor
 - iii. The required reports on the financial standing as specified in ITT 23.1 (j)
 - iv. Table of content for the submitted tender
 - v. The purchased tender document signed by the tenderer
- ITT 23.1(j)** The required reports on the financial standing, such as profit and loss statements and audited balance sheet shall be for the past five (5) years counting backward from the date of publication of IFT in the newspaper
- ITT 24.1** The Tender Validity period shall be sixty (60) days from opening of the tender.
- ITT26.1** The amount of the Tender Security shall be 100,000 (One Lac Only) in favour of RPCL-NORINCO INTL POWER LIMITED.
[for more than one lot in a package, the Tender Security for each lot may be determined on different percentage basis and , should be mentioned separately]

E. Tender Submission

- ITT 33.1** For **Tender submission purposes**, the Procuring Entity's address is:
Attention: Company Secretary, *RNPL*
Address: *Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh*
The deadline for submission of Tenders is :
Time & Date: 12:00 PM on 10 February, 2025
- ITT 33.3** Multiple dropping not allowed
- ITT 33.4** Multiple dropping not allowed

F. Tender Opening and Evaluation

- ITT 39.1** The Tender opening shall take place at (*state below always the Primary Place*):
Address: *Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh*
Time & Date: 12:30 PM on 10 February, 2025

G. Contract Award

- ITT 54.1** The amount of Performance Security shall be ten (10) percent of the Contract Price.
- ITT 54.4** The Retention Money, in lieu of the Performance Security, shall be deducted @ ten (10) percent from the successful Tenderer's payable invoices during Contract implementation, if awarded the Contract.

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) **Compensation Events** are those defined in GCC Clause 67.
 - (e) **Completion Date** is the actual date of completion of the Works and physical services certified by the Project Manager, in accordance with GCC Clause 31 & 32.
 - (f) **Contract Agreement** means the Agreement entered into between the Procuring Entity and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein to execute, complete, and maintain the Works.
 - (g) **Contract Documents** means the documents listed in GCC Clause 6, including any amendments thereto.
 - (h) **Contractor** means the Person under contract with the Procuring Entity for the execution of Works under the Rules and the Act as stated in the **PCC**.
 - (i) **Contract Price** means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, for the execution, completion and maintenance of the Works in accordance with the provisions of the Contract.
 - (j) **Contractor's Tender** is the completed Tender Document including the priced BOQ and the Schedules submitted by the Contractor to the Procuring Entity.

-
- (k) **Cost** means all expenditures reasonably incurred or to be incurred by the Contractor, whether on or off the Site, including overhead, profit, taxes, duties, fees and such other similar levies.
 - (l) **Day** means calendar day unless otherwise specified as working days.
 - (m) **Defect** is any part of the work not completed in accordance with the Contract.
 - (n) **Defects Correction Certificate** is the certificate issued by the Project Manager upon correction of defects by the Contractor.
 - (o) **Drawings** include calculations and other information provided in Section 9 or as approved by the Project Manager for the execution and completion of the Contract.
 - (p) **Equipment** is the Contractor's apparatus, machinery, vehicles and other things required for the execution and completion of the Works and remedying any defects excluding Temporary Works and the Procuring Entity's Equipment (if any), Plant, Materials and any other things to form or forming part of the Permanent Works.
 - (q) **GCC** means the General Conditions of Contract.
 - (r) **Government** means the Government of the People's Republic of Bangladesh.
 - (s) **"Head of the Procuring Entity"** means the Secretary of a Ministry or a Division, the Head of a Government Department or Directorate; or the Chief Executive, or as applicable, Divisional Commissioner, Deputy Commissioner, Zilla Judge; or by whatever designation called, of a local Government agency, an autonomous or semi-autonomous body or a corporation, or a corporate body established under the Companies Act.
 - (t) **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.
 - (u) **Month** means calendar month.
 - (v) **Original Contract Price** is the Contract Price stated in the Procuring Entity's Notification of Award and further clearly determined in the Contract.
 - (w) **Permanent works** means the permanent works to be executed by the Contractor under the Contract.

-
- (x) **PCC** means the Particular Conditions of Contract.
 - (y) **Plant** means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Procuring Entity and relating to the construction of the Works and physical services.
 - (z) **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.
 - (aa) **Project Manager** is the person named in the **PCC** or any other competent person appointed by the Procuring Entity and notified to the Contractor who is responsible for supervising the execution and completion of the Works and physical services and administering the Contract.
 - (bb) **Schedules** means the document(s) entitled schedules, completed by the Contractor and submitted with the Tender Submission Letter, as included in the Contract. Such document may include the data, lists and schedules of rates and/or prices.
 - (cc) **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.
 - (dd) **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.
 - (ee) **Start Date** is the last date by which the Contractor shall commence execution of the Works under the Contract.
 - (ff) **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.
 - (gg) **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.

(hh) 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.

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

- 2. Communications & Notices** 2.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the addresses specified in the **PCC**. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 3. Governing Law** 3.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.
- 4. Governing Language** 4.1 The Contract shall be written in English. All correspondences and documents relating to the Contract may be written in English or *Bangla*.
- 5. Documents Forming the Contract and Priority of Documents** 5.1 The following documents forming the Contract shall be interpreted in the following order of priority:
- (a) signed Contract Agreement (**Form PW2a-5**);
 - (b) Notification of Award (**PW2a-4**);
 - (c) the completed Tender ;
 - (d) the Particular Conditions of Contract;
 - (e) the General Conditions of Contract;
 - (f) the Technical Specifications;
 - (g) the General Specifications;
 - (h) the Drawings;
 - (i) the priced Bill of Quantities and the Schedules ; and
 - (j) any other document listed in the **PCC** forming part of the Contract.
- 6. Scope of Works** 6.1 The Works to be executed, completed and maintained shall be as specified in the BOQ, the General and Particular Specifications and Drawings.
- 7. Assignment** 7.1 Neither the Contractor nor the Procuring Entity shall assign, in whole or in part, its obligations under the Contract.

8. Eligibility	8.1 The Contractor or its Sub Contractor shall be a Bangladeshi national.
9. Gratuities / Agency Fees	9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or in the Contract, have been given or received in connection with the procurement process or in the Contract execution.
10. Possession of the Site	10.1 The Procuring Entity shall give possession of the Site to the Contractor on the date specified in the PCC . If possession of the Site is not given by the date specified, the Procuring Entity will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event as stated under GCC Sub Clause 38.1(a).
11. Procuring Entity's Responsibilities	11.1 The Procuring Entity shall pay the Contractor, in consideration of the satisfactory progress of execution and completion of the Works and physical services, and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract Agreement.
12. Contractor's Responsibilities	12.1 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.
13. Taxes and Duties	13.1 The Contractor shall be entirely responsible for all applicable taxes, custom duties, VAT and other levies imposed or incurred inside and outside Bangladesh.
14. Contractor's Personnel	<p>14.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the PCC, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager.</p> <p>14.2 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>
15. Subcontracting	15.1 Subcontracting the whole of the Works by the Contractor shall not be permissible. The Contractor shall be responsible for the acts or defaults of any Subcontractor, his or her agents or employees, as if they were the acts or defaults of the Contractor.
16. Instructions	16.1 The Contractor shall carry out all instructions of the Project Manager that comply with the applicable law.
17. Corrupt, Fraudulent, Collusive, Coercive(and Obstructive in	17.1 The 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

**case of Development
Partner) Practices**

implementation of procurement proceedings and the execution of contracts under public funds.

- 17.2 The 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.
- 17.3 For the purposes of GCC Sub Clause 17.4, the terms set forth below as follows:
- (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 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 the Contract, and this will include creating obstructions in the normal submission process used for Tenders; or
 - (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.
- 17.4 Should 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).

17.5 If 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:

- a) exclude the Contractor from further participation in the particular Procurement proceeding; or
- b) declare, at its discretion, the Contractor to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time; or
- 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.

17.6 The 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.

B. Time Control

- | | |
|-------------------------------------|--|
| 18. Start Date | 18.1 Start Date is the date defined in the PCC and it is the last date by which the Contractor shall start execution of the Works under the Contract. |
| 19. Intended Completion Date | 19.1 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. |
| 20. Completion of Works | 20.1 The Contractor shall carry out the Works in accordance with the Programme of Works submitted by the Contractor and as updated with the approval of the Project Manager as stated under GCC Clause 21 to complete them in all respects by the Intended Completion Date. |
| 21. Programme of Works | 21.1 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.

21.2 The Contractor shall submit to the Project Manager for approval of an updated programme as required by the Project Manager. |
| 22. Pro-rata Progress | 22.1 The Contractor shall maintain Pro-rata progress of the Works. Progress to be achieved shall be pursuant to GCC Clause 21 and shall be determined in terms of the value of the works done. |

23. Extension of the Intended Completion Date

- 23.1 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.
- 23.2 If the Contractor considers itself to be entitled to an extension of the execution period as stated under GCC Sub Clause 23.1, the Contractor shall give notice, not later than twenty eight (28) days after the Contractor became aware or should have become aware of the event or circumstance, to the Project Manager.
- 23.3 The Project Manager may extend the Intended Completion Date by twenty (20) percent of the original Contract time as stated under GCC Sub Clause 19.1.
- 23.4 In the case an extension of the Intended Completion Date required more than twenty (20) percent of the original Contract time, approval of the Head of the Procuring Entity or an officer authorised by him/her for the same shall be required to be obtained.

C. Quality Control

24. Execution of Works

- 24.1 The Contractor shall construct, install and carry out the Works and physical services in accordance with the Specifications and Drawings as scheduled in GCC Clause 5.

25. Identifying Defects

- 25.1 The Project Manager shall check the works executed by the Contractor and notify the Contractor of any Defects found. Such checking shall not relieve the Contractor from his or her obligations. The Project Manager may also instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

26. Testing

- 26.1 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.
- 26.2 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 pursuant to GCC Sub Clause 38.1(d).

27. Rejection of Works

- 27.1 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.

28. Remedial Work

- 28.1 Notwithstanding any test, the Project Manager by visual inspection or field tests may instruct the Contractor to:
- (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
 - (b) remove and re-execute any other work which is not in accordance with the Contract, and
 - (c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.
- 28.2 If the Contractor fails to comply with the instruction issued under GCC Sub Clause 28.1, the Procuring Entity shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall be liable to pay all such costs arising from this failure.

29. Correction of Defects

- 29.1 The Project Manager shall give notice to the Contractor, with a copy to the Procuring Entity and others concerned, of any Defects before the end of the **Defects Liability Period**, which begins at Completion Date, and is defined in the **PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 29.2 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.

30. Uncorrected Defects

- 30.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected by it, and the Contractor shall remain liable to pay the expenditures incurred on account of correction of such Defect.

D. Cost Control**31. Contract Price**

- 31.1 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.

32. Bill of Quantities (BOQ)

- 32.1 The Bill of Quantities shall contain priced items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- 32.2 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.
- 32.3 Items of works quantified in the BOQ for which no rates have been quoted shall be deemed covered by the amounts at rates of other items in the Contract and, shall under no circumstances be paid for, by the Procuring Entity.

33. Changes in the Quantities and Unit Rate

33.1 If the final quantity of the work done for any particular item increases from the quantity in the BOQ by more than twenty-five (25) percent,, and, such increase in quantity of that particular item alone concurrently causes the original Contract Price to exceed by more than one (1) percent , the Project Manager shall adjust the unit rate of the item to allow for the change.

34. Issue of Variation or Extra Work Order

34.1 The Project Manager may issue a **Variation Order** to the Contractor to cover increase or decrease in quantities, including the introduction of new work items (non-Tendered items) that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

34.2 The Project Manager may issue an **Extra Work Order** to cover the introduction of such new works necessary for the completion, improvement or protection of the original works which were not included in the original contract, on the grounds where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those usually encountered and generally recognized as inherent in the work or character provided for in the Contract.

34.3 The Project Manager deems it necessary that a Variation or Extra Work Order should be issued, he or she shall prepare the proposed order, the necessary plans , his or her computations as to the quantities of the additional Works involved per item indicating the specific locations where such Works are needed, the date of his or her inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work as stated under GCC Clause 35, together with his or her justifications for the need of such Variation or Extra Work Order, and shall submit the same to the Approving Authority.

34.4 The Head of the Procuring Entity may, in exceptions to the GCC Sub Clause 34.3 and subject to the availability of funds, in the event of extreme emergency and when time is of the essence, authorize the immediate start of work under any Variation or Extra Work Order; provided that the cumulative increase in the value of Works not yet duly approved exceeded ten (10) percent of the adjusted original Contract Price.

34.5 Increase or decrease in the quantities of any item of work included in the BOQ for the reasons other than those stated under GCC Sub Clause 34.1 and 34.2, in particular for field level actual measurements under this contract (admeasurements), not necessarily however, shall constitute a **Variation**.

34.6 All Variations and Extra Work Orders under the Contract shall be included in the updated Programme of Works produced by the Contractor.

35. Costing of Variation Orders or Extra Work Orders

- 35.1 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) working days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 35.2 If the item of work in the Variation corresponds to an item of work in the BOQ and if, in the opinion of the Project Manager, the increased quantity and cost of the works of that particular item does not concurrently cause to exceed the limit stated in GCC Sub Clause 33.1, the same unit rate in the BOQ shall be used to calculate the cost of the Variation. If the item of work in the Variation does not correspond to an item in the BOQ, the unit rates for the new items of works shall be determined based on (i) the direct unit costs used in the original Contract for other items (e.g. unit cost of cement, steel bar, labour rate, equipment rental, etc) as indicated in the Contractor's price breakdown of the cost estimate, if available or (ii) fixed prices acceptable to both, the Procuring Entity and the Contractor, based on market prices. The direct cost of the new work items based on (i) or (ii) stated herein shall then be combined with the mark-up factor (i.e. profit, overhead and VAT) used by the Contractor in its Tender to determine the unit rate of the new items of work.
- 35.3 If the Contractor's quotation is found to be unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs..

36. Payment Certificates

- 36.1 The basis for payment certificates shall be BOQ used to determine the Contract price.
- 36.2 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the works executed less the cumulative amount certified previously.
- 36.3 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 36.4 The value of work executed shall be determined by the Project Manager and, may also include the valuation of Variations or Extra Work Orders and Compensation Events.
- 36.5 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

37. Payments to the Contractor

37.1 The Procuring Entity shall pay the Contractor, the amounts certified by the Project Manager within twenty eight (28) days of the date of each certificate after due adjustments.

37.2 Payments for Works under Variation Orders or Extra Work Orders satisfactorily accomplished, pursuant to GCC Clause 34, may be made only after approval of the same by the Approving Authority or next higher, as appropriate.

37.3 Payments due to the Contractor in each certificate shall be made into the Bank Account, in any scheduled Bank of Bangladesh, of the legal title of the Contract specified in the **PCC**, nominated by the Contractor in the currency specified in the Contract.

38. Compensation Events

38.1 The following shall be Compensation Events:

- (a) The Procuring Entity does not give access to or possession of the Site or part of the Site by the Site Possession Date as stated under GCC Sub Clause 10.1;
- (b) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notification of Award;
- (c) Other Contractors, public authorities, utilities, or the Procuring Entity do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor;
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects as stated under GCC sub Clause 26.2;
- (e) Other Compensation Events described in the Contract or determined by the Project Manager in the **PCC** shall apply;

38.2 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.

39. Performance Security & Retention Money

- 39.1 The Procuring Entity shall retain Retention Money from the progressive payments due to the Contractor at the percentage specified in the **PCC** until completion of the whole of the Works under the Contract.
- 39.2 The Procuring Entity shall notify the Contractor of any claim made against the Bank issuing the Performance Security.
- 39.3 On completion of the whole of the Works, the first half of the total amount retained under GCC Sub Clause 39.1, shall be returned to the Contractor and the remaining second half after the Defects Liability Period has passed and the Project Manager has certified in the form of **Defects Corrections Certificate**.
- 39.4 Procuring Entity may claim against the Retention Money and/or Performance Security if any of the following events occurs for fourteen (14) days or more.
- (a) The Contractor is in breach of the Contract and the Procuring Entity has duly notified him or her ; and
 - (b) The Contractor has not paid an amount due to the Procuring Entity and the Procuring Entity has duly notified him or her.
- 39.5 In the event, as stated under GCC Sub Clause 39.4, the Contractor is liable to pay compensation under the Contract amounting to the full value of the Retention Money or more, the Procuring Entity may call the full amount of the Retention Money and Performance Security.
- 39.6 If there is no reason to call the security, the security shall be discharged by the Procuring Entity and returned to the Contractor after the Defects Liability period has passed and the Project Manager has certified in the form of Defects Corrections Certificates and the Procuring Entity shall not make any claim under the security, except for amounts to which the Procuring Entity is entitled under this Contract. In the event this Contract is significantly below the updated official estimated cost or unbalanced as a result of front loading, the Procuring Entity shall call the full amount of the security in the circumstances stated under GCC Sub Clause 39.5.

40. Liquidated Damages

- 40.1 If the Contractor fails to complete the Works and physical services within the Intended Completion Date or extended Intended Completion Date, the Procuring Entity shall, as Liquidated Damages, deduct from the Contract Price, a sum at the percent-rate per day of delay as specified in the **PCC**, of the contract value of the uncompleted works or part thereof completed after the Intended Completion Date or extended Intended Completion Date, as applicable. The total amount of Liquidated Damages shall not exceed the amount specified in the **PCC**. The Procuring Entity may deduct Liquidated Damages from payments due to the Contractor. Payment of Liquidated damages shall not affect the Contractor's liabilities.

-
- 40.2 If the Intended Completion Date is extended after Liquidated Damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

E. Completion of Contract

- 41. Completion** 41.1 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.
- 42. Taking Over** 42.1 Procuring Entity shall Take-Over the Site and the Works within seven (7) days of the Project Manager issuing a Completion Certificate under GCC Sub Clause 41.1
- 43. Amendment to Contract** 43.1 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.
- 43.2 The Procuring Entity shall amend the Contract incorporating the changes approved, in accordance with the Delegation of Financial Power or Sub-delegation thereof and ,introduced to the original terms and conditions of the Contract.
- 44. Final Account** 44.1 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**.
- 44.2 The Project Manager shall certify the **Final Payment** within thirty (30) days of receiving the Contractor's account if the payable amount claimed by the Contractor is correct and the corresponding works are completed.
- 44.3 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.
- 44.4 Any other provision as specified in PCC.
- 45. Release from Performance** 45.1 If any event or circumstance outside the control of the Parties arises which makes it impossible or unlawful for either or both parties to fulfil its or their contractual obligations, then upon notice by either party to the other party of such event or circumstance, the parties shall be discharged from further performance, without prejudice to the rights of either party in respect of any previous breach of the Contract.

F. Termination

- 46. Termination** 46.1 **Termination for Default**
- (a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by giving twenty eight

(28) days written notice of default to the Contractor, may terminate the Contract in whole or in part if the Contractor causes a fundamental breach of Contract.

- (b) Fundamental breaches of the Contract shall include, but shall not be limited to, the following:
- (i) the Contractor stops work for twenty-eight (28) days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Project Manager;
 - (ii) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
 - (iii) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of Liquidated Damages can be paid, as specified in GCC Sub Clause 40.1;
 - (iv) the Contractor has subcontracted the whole of the Works or has assigned the Contract without the required agreement and without the approval of the Project Manager;
 - (v) the Contractor, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices as defined in GCC Clause 17, in competing for or in executing the Contract.
 - (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.

46.2 The expiration of the Intended Completion Date under GCC Sub Clause 19.1 and, the initiation of settlement of disputes like amicable and arbitration under GCC Clause 49 shall not be deemed a termination of the Contract under GCC Clause 46.

47. Payment upon Termination

47.1 If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 46.1 by the Contractor, the Project Manager shall issue a certificate for the value of the Works done less payments made up to the date of the issuance of the certificate and, further less the amount from percentage to apply to the contract value of the works not completed, as indicated in the **PCC**. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

48. Property

48.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Contractor's default.

G. Disputes and Settlement

49. Settlement of Disputes

49.1 Amicable settlement

The Procuring Entity and the Contractor shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.

49.2 Arbitration

- (a) If the parties are unable to reach a settlement as per GCC Clause 49.1 within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either party may give notice to the other party of its intention to commence arbitration.
- (b) The arbitration shall be conducted in accordance with the Arbitration Act (**Act No 1 of 2001**) of Bangladesh as at present in force and in the place shown in the **PCC**.

Section 4. Particular Conditions of Contract

Instructions for completing the Particular Conditions of Contract are provided in italics in parenthesis for the relevant GCC Clauses.

GCC Clause **Amendments of, and Supplements to, Clauses in the General Conditions of Contract**

GCC 1.1(h) The Contractor is
[Name and address]

GCC 1.1(z) The Procuring Entity is RPCL-NORINCO INTL POWER LIMITED
Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh

GCC 1.1(aa) The Project Manager is Project Director, RNPL
RPCL-NORINCO INTL POWER LIMITED
Asian Tower, 10th Floor, House # 52, Road # 21, Nikunja 2, Khilkhet, Dhaka 1229, Bangladesh

GCC 1.1(cc) The Site is located at Patuakhli 1320 (2x660) MW Coal Fired Thermal Power Plant Project, Dhankhali Union, Kalapara Upazila, Patuakhali District

GCC 1.1(hh) The Works consist of as mentioned in Section 7 General Specification and Section 8 Particular Specification

GCC 5.1 (j) Other documents forming part of the Contract are
Schedule of Equipment, Site Investigation Reports, relevant correspondences prior to signing of the Contract agreement etc.

GCC 10.1 Possession of the Site to the Contractor shall be given on the following date:
Seven (7) days from the date of contract signing

GCC 14.1 The following Key Personnel to carry out the functions stated in the Schedule shall be employed by the Contractor:

No	Name of Key Personnel	Position

-
- GCC 18.1** The Start Date shall be the date when possession of the site is handed over to the contractor
- GCC 19.1** The Intended Completion Date for the whole of the Works shall be Ninety (90) days from the start date
- GCC 21.1** The Contractor shall submit a Programme for the Works within seven (7) days of signing the Contract
- GCC 29.1** The Defects Liability Period is twelve (12) months from the day the completion certificate is issued.
- GCC 37.3** The particulars of the Bank Account nominated are as follows :
- Title of the Account : [insert title to whom the Contract awarded]
- Name of the Bank : [insert name with code, if any]
- Name of the Branch : [insert branch name with code ,if any]
- Account Number : [insert number]
- Address : [insert location with district]
- Tel:
- Fax:
- e-mail address:
- GCC 38.1(e)** The following additional events shall also be the Compensation Events: None
- GCC 39.1** The proportion of payments to be retained is *[insert percent]* percent.
None. However, In case the tenderer is govt owned entity as per ITT 54.1, retention money shall be deducted from each payment at the rate of 10%.
- GCC 40.1** The amount of Liquidated Damages is 0.10 of ONE (1) percent of the contract value of the uncompleted works or any part thereof completed after expiry of the Intended Completion Date or extended Intended Completion Date, as applicable, per day of delay.

[Guide to application of GCC Sub Clause 40.1 above

[Liquidated damages is equivalent to an amount to be determined in accordance with the following formulae

$$T = V \times P \times n$$

Where;

T = Total amount of Liquidated Damages

V= Contract Value of Uncompleted Works, completed after the expiry of the Intended Completion Date or extended Intended Completion Date, as applicable

P = Percent-rate at which the Liquidated Damages shall be imposed per day of delay

n = **No of days delayed for completion of uncompleted works or part thereof after the expiry of the Intended Completion Date or extended Intended Completion Date, as applicable.]**

The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is ten (10) percent of the final Contract Price of the whole of the Works.

GCC 44.4

Bill payment shall be made as per following 3 phases only:

Number of Bill statement	Payment Condition
1 st R/A Bill	After 40% of Total Physical Progress
2 nd R/A Bill	After 70% of Total Physical Progress
Final Bill	After issuance of Completion Certificate

No bill application will be accepted without completion of above-mentioned physical Progress.

GCC47.1

The percentage to apply to the contract value of the works not completed, representing the Procuring Entity's additional cost for completing the uncompleted Works, is twenty (20) percent.

GCC 49.2(b)

The arbitration shall be conducted in the place mentioned below;
Institution of Engineers, Bangladesh (IEB), Dhaka, Bangladesh.

Section 5.Tender & Contract Forms

Form	Title
	Tender Forms
PW2a-1	Tender Submission Letter
PW2a-2	Tenderer's Information
PW2A-2A	Tenderer's Past Performance Information
PW2A-2B	Tenderer's Capacity Information
PW2A-2C	Bank Guarantee for Tender Security <i>(when this option is chosen)</i>
PW2a-3	Bank's Commitment for Line of Credit <i>(when this option is chosen)</i>
	Contract Forms
PW2a-4	Notification of Award
PW2a-5	Contract Agreement
PW2a-6	Bank Guarantee for Performance Security

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

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

Tender Submission Letter (Form PW2a-1)

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

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

In accordance with ITT Clauses 21& 22, the following prices apply to our Tender:

The Tender Price is: (ITT Clause 21.3 & 22.1)	<i>Taka [state amount in figures] and Taka[state amount in words]</i>
--	---

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

- (a) our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 24.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) a Tender Security is attached in the form of a *[pay order/ bank draft/bank guarantee]* in the amount stated in the Tender Data Sheet (ITT Sub Clause 26.1) and valid for a period of twenty eight (28) days beyond the Tender Validity date;
- (c) we have examined and have no reservations to the Tender Document, issued by you on *[insert date]*; including Addendum to Tender Document No(s) *[state numbers]* , issued in accordance with the Instructions to Tenderers (ITT Clause 7). *[insert the number and issuing date of each addendum; or delete this sentence if no Addendum has been issued];*
- (d) we are not a Government owned entity as defined in ITT Sub Clause 4.10;
or
we are a Government owned entity, and we meet the requirements of ITT Sub Clause 4.10;
- (e) We, declare that we are eligible to participate in this Tender and meet the eligibility criteria specified in the Tender Document (ITT Clause 4);
- (f) furthermore, we are aware of ITT Clause 3.4 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;
- (g) we are not participating as Tenderers in more than one Tender in this Tendering process. We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding Contract between us, until a formal Contract is prepared and executed;

Signature:

[insert signature of authorised representative of the Tenderer]

Name:

[insert full name of signatory with National ID Number]

In the capacity of:

[insert capacity of signatory]

Duly authorised to sign the Tender for and on behalf of the Tenderer

[ITT Sub Clause 31.2

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

Tenderer Information (Form PW2a-2)

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

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

1. Eligibility Information of the Tenderer [ITT –Clauses 4&23]		
1.1	Tenderer’s legal title	
1.2	Tenderer’s registered address	
1.3	Tenderer’s year of registration	
1.4	Tenderer’s Value Added Tax(VAT) Registration Number	
1.5	Tenderer’s Tax Identification Number(TIN)	
1.6	Tenderer to attach photocopies of original documents mentioned aside	All relevant documents stated under ITT Clause 4 & 23
2. Qualification Information of the Tenderer		
2.1	General Experience in Construction Works of Tenderer [insert years of experience]; [ITT Sub Clause 9.1(a)]	
2.2	Specific Experience in Construction Works of Tenderer [ITT Sub Clause 9.1(b)] Completed Contracts of similar nature, complexity and methods/construction technology	
	Contract No	[insert reference no] of [insert year]
	Name of Contract	[insert name]
	Award date	[insert date]
	Completion date	[insert date]
	Total Contract Value	[insert amount]
	Procuring Entity’s Name& Address	[insert details]
2.3	Average Annual Construction Turnover [ITT Sub Clause 10.1(a)] <i>[total certified payments received for contracts in progress or completed under public sector for a period as stated under ITT Sub Clause 10.1(a)]</i>	
	Year	Amount
2.4	Liquid Assets available to meet the construction cash flow [ITT Sub Clause 10.1(b)]	
	No	Source of Financing
In order to confirm the above statements the Tenderer shall submit, as applicable, the documents mentioned in ITT Sub Clause 23.1(f).		
2.5	Contact Details [ITT Sub Clause 23.1 (j)]	

	Name, address, and other contact details of Tenderer's Bankers and other Procuring Entity(s) that may provide references, if contacted by this Procuring Entity		
2.6	Qualifications and Experience of Key Personnel Proposed for Contract administration and management [ITT Sub-Clause 23.1(g)]		
	Name	Position	Years of Experience
2.7	Construction Equipment Proposed to Carry out the Contract [ITT Sub-Clause 23.1(h)]		
	Item of Equipment	Condition (new, good, average, poor)	Owned, leased or to be purchased (state owner, lessor or seller)
<i>[Tenderer to list details of each item of construction equipment, as applicable]</i>			

Tenderer's Past Performance Information (Form PW2A-2A)

Invitation for Tender No: *IFT No]*
Tender Package No: *[Package No]*
Lot No (*when applicable*): *[Lot No]*
Date of IFT Publication:
Name of the Tenderer:

(A) List of Successfully Completed Contract during the last 5 years from IFT Date under the organization of the Procuring Entity inviting tender:

SL No	Name of Works Contract	Value of works Contract	Date of actual completion
1			
2			
3			

(B) List of On-Going Works / Current Commitment Under any Organization:

SL No	Name of On-Going Works and Current Commitments	Value of the work	Date of Signing Contract	Date of completion of contract	Name of Organization
1					
2					
3					

Tenderer's Capacity Information (Form PW2A-2B)

Invitation for Tender No: *IFT No]*
Tender Package No: *[Package No]*
Lot No (*when applicable*): *[Lot No)]*
Date of IFT Publication:
Name of the Tenderer:

List of certified payment for ongoing or Completed Contract under any government Organization for the year in which maximum value of work performed within 5 years from IFT Date.

SL No	Name of Works contract	Value of Contract	Date of Signing Contract	Date of completion of contract
1				
2				
3				
4				

Bank Guarantee for Tender Security (Form PW2A-2C)

[This is the format for the Tender Security to be issued by any scheduled Bank of Bangladesh in accordance with ITT Clause 26 & 27]

Invitation for Tender No:

Date:

Tender Package No:

Lot No (when applicable)

To:

[Name and address of the Procuring Entity]

TENDER GUARANTEE No: [insert number]

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

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

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

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

This guarantee will expire

- (a) if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Contract Agreement signed by the Tenderer ; or
- (b) if the Tenderer is not the successful Tenderer, twenty-eight (28) days after the expiration of the Tenderer's Tender Validity period, being [date of expiration of the Tender Validity plus twenty-eight (28) days].

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

Signature

Signature

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

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

Invitation for Tender No:

Date:

Tender Package No:

Lot No (*when applicable*)

To:

[Name and address of the Procuring Entity]

CREDIT COMMITMENT No: *[insert number]*

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

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

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

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

Signature

Signature

Notification of Award (Form PW2a-4)

Contract No:

Date:

To:

[Name of Contractor]

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

You are thus requested to take following actions:

- i. accept in writing the Notification of Award within seven (7) working days of its receiving in accordance with ITT Sub Clause 53.3.
- ii. furnish a Performance Security in the specified format and in the amount of TK. *[state amount in figures and words]*, within fourteen (14) days of issuance of this letter but not later than *[specify date]*, in accordance with ITT clause 54.
- iii. sign the Contract within twenty-eight (28) days of issuance of this Notification of Award but not later than *(specify date)*, in accordance with ITT Sub Clause 55.1.

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

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

Signed

Duly authorised to sign for and on behalf of
[name of Procuring Entity]

Date:

Contract Agreement (Form PW2a-5)

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) the signed Contract Agreement
 - (b) the Notification of Award
 - (c) the completed 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 The Contractor

Signature

Name

National ID No.

Title

In the presence of

Name

Address

Bank Guarantee for Performance Security (Form PW2A-6)

[This is the format for the Performance Security to be issued by any scheduled Bank of Bangladesh in accordance with ITT Clause]

Contract No: [insert reference number]

Date: [insert date]

To:

[insert Name and address of Procuring Entity]

PERFORMANCE GUARANTEE No: [insert number]

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

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

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

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

Signature

Signature

Section 6. Bill of Quantities

S/No.	Description of Items	Quantity	Unit	Rate	Amount
Geyser					
1	<p>Providing & installation of following capacity- electrically operated water heater containing blue diamond inner tank made of minimum 14 SWG, magnesium anode rod, non-magnetic rust proof galvanized steel & outer jacket, body made of minimum 22 SWG mild steel sheet & 20 mm polyurethane thermal insulation with automatic thermostatic switch with suitable wattage range of</p> <p>stainless steel Incoloy 800 glass line immersion heating element, thermal cut-out , on-off indicating lamp, Earth Leakage Circuit Breaker (ELCB), safety valve 0.8 MPa, inlet and outlet water connection pipe including fixing accessories all complete as required with adequate safety measures in conformity with codes and specification of international standards. Suitable for use in tropical country like BANGLADESH. Model and sample to be approved by competent authority.</p> <p>30 liter / hr. (1500 - 2000 watt) wall mounting type</p>	38	Each		
Split Type Air Cooler					
2	<p>Supply, installation. testing & commissioning of split type air-cooler with inverter comprising condensing and evaporating units having following cooling capacity based on indoor temperature 27deg-30deg C DB / 19.5deg-22deg C WB and outdoor temperature 35deg-40deg C DB at high fan speed condition suitable for installation & operation in tropicalized country like Bangladesh & as per detailed specifications & standard as mentioned below :</p>				

S/No.	Description of Items	Quantity	Unit	Rate	Amount
	<p>Outdoor Unit / Condensing Unit Type : Compact weather proof outdoor type condensing unit Compressor : Hermitically sealed reciprocating / rotary compressor. Refrigerant : Internationally accepted & recommended and most commonly used gas (CFC free) Blower motor : Well balanced type direct driven centrifugal type blower fan Power supply :200-250 V, single phase, 50 Hz AC supply [up to 30000 BTU/HR] Condensing pipe / coil : Made of copper EER/COP : For upto 60000 BTU/HR EER should be minimum 9.23 (BTU/HR)/WATT and COP Should be minimum 2.70 (W/W) Well balanced in all respect having interlock with the fan coil unit. Compressor dully equipped with vibration isolator, thermostatic & overload controls, magnetic contactors and all other standard accessories complete. Refrigerant copper pipe [From outdoor to indoor unit] with thermal insulation, refrigerant charging arrangement etc. [Minimum length 10 meter.] Reqd. size PVC insulated & sheathed cable with ECC through water grade PVC pipe from outdoor to indoor unit. Sound level : maximum 65 dB(A) at 1 meter Including necessary copper pipe for outdoor and indoor connection</p>				
	Wall mounted Inverter type 18000 BTU/hr	55	Each		
	Wall mounted Inverter type 24000 BTU/hr	8	Each		
		Total Taka		=	

This Bill of Quantities contains [insert number] corrections duly initialled and signed by the authorised person of the Tenderer

Note

1. It is suggested that the Tenderer uses these sheets of the BOQ in order to avoid any manipulation, distortion and inadvertent mistakes or omissions in course of preparing the Tender by the Tenderer
2. All unit rates and prices quoted by the Tenderers against each basic item or activity shall include the Tenderer's profit, overheads, VAT and all other charges including corresponding incidental service charges for banking and thus forth the total Tender Price quoted by the Tenderers.

Section 7. General Specifications

1.1 SCOPE OF WORKS UNDER THIS CONTRACT

The Contract comprises the construction, completion and maintenance (defect liability period) of all works in accordance with the drawings, specifications, terms and conditions of the Contract, the Schedule of Items and Bill of Quantities (BOQ) including all labour, materials, construction plant, temporary works and everything whether of a temporary or permanent nature required for such construction, completion and maintenance.

The scope of work under this contract shall be the supply and installation of 55 Nos. Wall mounted Inverter type 18000 BTU/hr, 8 Nos. Wall mounted Inverter type 24000 BTU/hr, and 38 Nos. 30 liter / hr. (1500 - 2000 watt) wall mounting type Geysers. Houses, as per the Design Drawing including all civil works for sub & super-structure with all finishing works, water lifting pump, electrical works, with necessary facilities as mentioned in Section 8 Particular Specification.

1.2 QUALITY CONTROL OF MATERIALS AND WORK

1.2.1 General

It shall be the responsibility of the Contractor to ensure that the materials incorporated and works carried out satisfy the quality requirements spelt out in the specifications. For this purpose, the Contractor shall carry out all the tests required by the specifications on materials at the laboratories approved by the Engineer. The Contractor should submit the same to the Engineer for his approval. Additional tests may also be conducted where, in the opinion of the Engineer, the need for such test exists. In the absence of clear indications about the frequency of tests for any item, procedures and tests as directed by the Engineer shall be followed. The cost for making any test shall be borne by the Contractor. It shall be clearly understood that no work shall be considered for payment unless it fully satisfies the quality requirements of the specifications in respect of both the materials and work.

1.2.2 Equivalency of Standards and Codes

Wherever reference is made in the contract to specific standards and codes to be met by the materials, plant and other supplies to be furnished, and work performed or tested, the provisions of the latest current edition or revision to the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the contract. Where such standards and codes are national, other authoritative standards that ensure substantial equivalences to the standards and codes specified will be accepted subject to the Engineers prior review and written approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing by the Contractor and submitted to the Project Manager at least 28 days prior to the date when the Contractor desires the Project Manager's approval. In the event the Project Manager determines that such proposed deviations do not ensure substantially equal performance, the Contractor shall comply with the standards specified in the documents.

1.2.3 Quality Control of Materials at Site Prior to Incorporation in the Works

For regular and systematic Control over the Quality of the Materials and Work, the Contractor shall send a request to the Project Manager's representative for any inspection, checking and approval. The proforma for making the checking request shall be as approved by the Project Manager. The request should be sent to the Project Manager's representative at least 24 hours prior to proposed time for checking.

In case any material is not approved, the Contractor shall promptly remove the same from Site of Works. In case of work, the Contractor should carry out the corrective measures as instructed by the Project Manager.

The Contractor shall be allowed to proceed with further stages of work only after the earlier stage has been checked and approved.

1.2.3.1 Checking and Approval of Materials and Work

For regular and systematic Control over the Quality of the Materials and Work, the Contractor shall send a request to the Project Manager's representative for any inspection, checking and approval. The proforma for making the checking request shall be as approved by the Engineer. The request should be sent to the Project Manager's representative at least 24 hours prior to proposed time for checking.

In case any material is not approved, the Contractor shall promptly remove the same from Site of Works. In case of work, the Contractor should carry out the corrective measures as instructed by the Project Manager.

The Contractor shall be allowed to proceed with further stages of work only after the earlier stage has been checked and approved.

1.2.4 Rejected Materials

The Contractor at his own costs shall immediately remove all materials refused or rejected by the Project Manager from site.

1.2.5 Removal of Defective and Non-Conforming Work

If any material incorporated or work performed by the Contractor is found to be defective and non-conforming to the specifications, the same shall be removed and replaced by the Contractor as per directions of the Project Manager in accordance with the Conditions of Contract.

1.3 Site Safety Requirement

1.3.1 General

The Contractor shall be responsible for providing adequate and necessary safety measures for all persons engaged in the execution of the works against any injury, hazard, accidents etc. and shall take such safety precautions as are generally accepted as good civil engineering practice.

The Contractor is reminded that all necessary safeguards to protect the public, especially officials, need to be implemented. In particular keeping the public out of the site must be a priority, and the Contractors plans to achieve this, at all stages of the works, must be agreed with the Project Manager, but will remain the responsibility of the Contractor.

1.3.2 Safety of Workmen

The Contractor shall take all necessary measures and action for the safety of the workmen. Workmen employed on vulnerable operations shall be provided with the following:

- Crash Helmets
- Gum Boots and Gloves and appropriate respiratory protective equipment
- Goggles
- Generally for all workers
- Workmen employed on cement concrete works
- For welders and workmen in dusty areas

1.3.3 Site Precautions

Construction site shall be delineated with adequate safety fences. During the construction period, nylon net shall be put around the building periphery 3 to 4 m below the working level.

1.3.4 Protection of Materials, Plants etc.

The Contractor shall arrange security guards for the protection of materials and plant against theft, pilferage etc. The Contractor shall provide temporary fencing and/or watching and lighting deemed necessary for the purpose. Such security shall be in force for the entire period of construction.

1.3.5 Control of Noise, Vibration and Dust Nuisance

To minimize annoyance and provide a healthy environment at the working site as well as to its surroundings, the Contractor shall take appropriate and adequate measures to control noise, vibration and dust nuisance. All noise generating sources shall be identified and provisions to be made for attenuating airborne and structure borne (vibrations) effects. The access roads may need to be periodically watered for control of dust nuisance.

1.3.6 Precaution to Control Pollution

The Contractor shall take necessary precaution to control pollution of the environment.

1.3.7 Safety against Fire at Site

The Contractor shall arrange at site at least 10 (ten) 3kg capacity multipurpose ABC dry chemical powder stored pressure type fire extinguisher with manometer system. The extinguisher shall be of the type suitable for repeated use complete with wall brackets, discharge valve, hose pipe and easy refilling system.

In addition to that, 5 (five) buckets for sand and 5 (five) buckets for water shall also be provided at site. Proper arrangements shall be made to hang the extinguishers as well as buckets.

1.3.8 Measurement and Payment

Payment for all of the items, materials required and actions taken relating to Site Safety will be deemed to be included by the Contractor in his rates for the Works.

1.4 QUALITY MANAGEMENT SYSTEM

A strategic approach to the implementation mechanism of the project is of vital importance for its successful completion according to design, on time and within budget. The Contractor is responsible for achieving the quality standards specified in the contract and to identify a correct and effective strategy and work plan to analyse the type and extent of works.

The Contractor must obtain the approval of the Project Manager in writing before commencing each stage of the Works. Approval will be based on satisfactory quality control tests on the preceding stage and other requirements of the specification. On completion of a part of the works they shall be inspected. Only Works approved after inspection will be deemed to be measurable for payment.

The Contractor shall cooperate with the Project Manager and provide all necessary access to the works, testing laboratories and records to enable the Project Manager to assess the Contractor's Quality System and to audit the approved procedures.

1.5 SIGN BOARDS

1.5.1 Description

The Contractor shall provide one project profile sign board for each site of the size not exceeding 1 m x 2 m, and maintain them in good condition. All information on the signboards will be written in English and Bengali. The signboards will be positioned on a steel frame as directed by the Engineer. The Contractor shall submit proposals for the materials of the signboards, the text layout (in English and Bengali) on an approved yellow background and installation of the signboards on Site to the Engineer for approval. Each sign board shall show:

- the name of the Project
- the name of the Employer
- all other details as required by the Engineer

The Contractor shall maintain the sign boards and remove them on completion of the Works or when instructed by the Engineer. Prior installation of sign board, approval for design, size, etc. shall be approved by the Engineer.

1.5.2 Basis of Payment

No extra payment for the provision, maintenance and removal of sign boards shall be made and the related cost shall deem to be included in other pay items.

1.6 AS-BUILT DRAWINGS

The Contractor shall furnish one complete set of As-built drawings. The Contractor will only be paid on full approval for the drawings from the Engineer.

Payment for As-built drawings shall be made to the Contractor at the Contract unit price.

1.7 CLEARANCE OF SITE ON COMPLETION

On completion of the works the contractor shall clear away and remove from the site all construction plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in workmanlike conditions to the satisfaction of the Engineer/Consultant at his own cost.

-
- 1.8** If the contractor fail to deliver insurance policies and certificates before the start date RNPL will do the insurances from Sadharan Bima Corporation and adjust the cost from the bill.
- 1.9** All other materials speciation & working procedure which are not mentioned in General Specification & Particular Specification will be as per Bangladesh National Building Code (BNBC) 2020.

Section 8.Particular Specifications

Geyser

- 1 Providing & installation of following capacity- electrically operated water heater containing blue diamond inner tank made of minimum 14 SWG, magnesium anode rod, non-magnetic rust proof galvanized steel & outer jacket, body made of minimum 22 SWG mild steel sheet & 20 mm polyurethane thermal insulation with automatic thermostatic switch with suitable wattage range of

stainless steel Incoloy 800 glass line immersion heating element, thermal cut-out , on-off indicating lamp, Earth Leakage Circuit Breaker (ELCB), safety valve 0.8 MPa, inlet and outlet water connection pipe including fixing accessories all complete as required with adequate safety measures in conformity with codes and specification of international standards. Suitable for use in tropical country like BANGLADESH. Model and sample to be approved by competent authority.

30 liter / hr. (1500 - 2000 watt) wall mounting type

Split Type Air Cooler

- 2 Supply, installation. testing & commissioning of split type air-cooler with inverter comprising condensing and evaporating units having following cooling capacity based on indoor temperature 27deg-30deg C DB / 19.5deg-22deg C WB and outdoor temperature 35deg-40deg C DB at high fan speed condition suitable for installation & operation in tropicalized country like Bangladesh & as per detailed specifications & standard as mentioned below:

2.1 Outdoor Unit / Condensing Unit

Type: Compact weather proof outdoor type condensing unit

Compressor: Hermitically sealed reciprocating / rotary compressor.

Refrigerant: Internationally accepted & recommended and most commonly used gas (CFC free)

Blower motor: Well balanced type direct driven centrifugal type blower fan

Power supply :200-250 V, single phase, 50 Hz AC supply [up to 30000 BTU/HR]

Condensing pipe / coil : Made of copper

EER/COP : For upto 60000 BTU/HR

EER should be minimum 9.23 (BTU/HR)/WATT and COP Should be minimum 2.70 (W/W)

Well balanced in all respect having interlock with the fan coil unit.

Compressor dully equipped with vibration isolator, thermostatic & overload controls, magnetic contactors and all other standard accessories complete.

Refrigerant copper pipe [From outdoor to indoor unit] with thermal insulation, refrigerant charging arrangement etc. [Minimum length 10 meter.]

Reqd. size PVC insulated & sheathed cable with ECC through water grade PVC pipe from outdoor to indoor unit.

Sound level : maximum 65 dB(A) at 1 meter

Including necessary copper pipe for outdoor and indoor connection

2.2 INDOOR UNIT / FAN COIL UNIT

Direct expansion system fan coil unit with well balanced direct driven centrifugal type fan.

Fancy & adjustable air circulating louver grill. removable & washable type filter.

Condensing water drain out PVC flexible pipe with necessary insulation

Thermostatic switch and remote control switch.

Sound level: maximum 44 dB(A) at 1 meter

Standard: Major component shall be manufactured as per relevant international standard & code. Documents: Manufacturing company shall have the following certificate:(I). ISO-9001.I). CE Certification / UL Listing.

Warranty:

The bidder should provide the guaranty of compressor for at least 2 years & free service with spares for 2 years from the date of commissioning & it should be obtained from the air cooler selling agency.

Any brand manufactured or assembled in BANGLADESH / CHINA / VIETNAM / TURKEY approved / accepted by the Engineer-in-charge, in accordance with fulfillment of the above specifications and having relevant certificates as mentioned.

Wall mounted Inverter type 18000 BTU/hr

Wall mounted Inverter type 24000 BTU/hr

Section 9. Drawings

Necessary drawings will be provided by Employer.

FORMAT

LOGO

[Insert Full Contact Details of the Procuring Entity]

Commencement of Works

Office Memo No:

Date:

To:

[Name of Contractor]

[Address]

Contract Reference:

Pursuant to GCC Sub Clause 19 of the above mentioned Contract Agreement, this is to notify you that the following precedent conditions have been duly fulfilled:

- (i) the Contract Agreement has been signed;
- (ii) the possession of the Site has been given; and

You are therefore requested to:

1. Commence execution of the Works, in accordance with GCC Clause 18, within *(specify date)*;
2. Submit Programme of Works, in accordance with GCC Sub Clause 21, within *(specify date)*

Signed

Duly authorised to sign for and on behalf of
[name of Procuring Entity]

Date:

FORMAT

CONTRACT AMENDMENT

Contract No.	
Amendment No.	
Approval Reference No.	

Contract No. [insert number/year] by and between the [insert Procuring Entity's name] and [insert Contractor's legal title] for the contract named [insert name of the Works and physical services] is amended as follows:

1. GCC Clause [insert clause no], is hereby revised as _____

2. GCC Clause [insert clause no], is hereby revised as _____

and so on .

The effective date of this Amendment is [insert effective date] or upon execution whichever is later.

**ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT SHALL
REMAIN IN FULL FORCE AND EFFECT**

THIS AMENDMENT, consisting of [insert number] page(s) and [insert number] attachment(s), is executed by the persons signing below who warrant that they have the authority to execute this Amendment under the original Contract.

IN WITNESS WHEREOF, the Procuring Entity and the Contractor have signed this Amendment.

[Contractor's Authorized Signatory]

[Procuring Entity's Authorized Signatory]

Signature

Signature

Title

Date

Title

Date

FORMAT

LOGO

[Insert Full Contact Details of Issuing Authority]

Office Memo no: _____

Date: _____

COMPLETION CERTIFICATE

01	Procuring Entity Details		
	(a) Division	:	
	(b) Circle/Directorate	:	
	(c) Zone/Region	:	
	(d) Others (<i>specify</i>)	:	
02	Name of Works	:	
03	Contract No	:	
04	Contractor's Legal Title	:	
05	Contractor's Contact Details	:	
06	Contractor's Trade License/Enlistment/Registration Details	:	
07	Reference to NOA with Date	:	
08	Original Contract Price as in NOA	:	
09	Final Contract Price as Executed	:	
10	Original Contract Period		
	(a) Date of Commencement	:	
	(b) Date of Completion	:	
11	Actual Implementation Period		
	(a) Date of Actual Commencement	:	
	(b) Date of Actual Completion	:	
12	Days/Months Contract Period Extended	:	
13	Amount of LD for Delayed Completion	:	
14	Physical Progress in Percent (<i>in terms of value</i>)	:	
15	Financial Progress in Amount (<i>in terms of payment</i>)	:	
16	Special Note (<i>if any</i>)	:	

Details of Works Executed

No	Major Components of Works	Total Value (in Lac Taka)

Certified that the Works under the Contract has been executed and completed in all respects in strict compliance with the provisions of the Contract including all plans, designs, drawings, specifications and all modifications thereof as per direction and satisfaction of the Project Manager/Engineer-in Charge/Other (*specify*). All defects in workmanship and materials reported during construction have been duly corrected.

Name and Signature of the Issuing Authority with Designation

Tenderer's Past Performance processing (Form PW3-PPP)

Invitation for Tender No: *IFT No]*
Tender Package No: *[Package No]*
Lot No (*when applicable*): *[Lot No)]*
Date of IFT Publication:
Name of the Tenderer:
Official Cost Estimate of the tender:

- (A) List of Successfully Completed Contract during the last 5 years from IFT Date under the organization of the procuring entity inviting tender and business share value of the tenderer is less than or equal to 75% of the official cost estimate of the tender.**

SL No	Name of Works	Value of work
1		
2		
3		

- (B) List of On-Going works / Current Commitment of the tenderer under any Organization.**

SL No	Name of On-Going Works Contract and Current Commitments	Business Share Value of work
1		
2		
3		

Tenderer's Past Performance Evaluation (Form PW3-PPE)

Invitation for Tender No:

Tender Package No:

Lot No (*if applicable*):

Date of IFT Publication:

Official Cost Estimate of the tender:

$\text{Score 1} = \frac{A}{B} \times 140$ <p>A= Number of Completed Contracts of the Tenderer B= Highest Number of Completed Contracts among the Tenderers</p>	$\text{Score 2} = \frac{C}{D} \times 100$ <p>C= Value of Completed Contracts of the Tenderer D= Highest Value of Completed Contracts among the Tenderers</p>	$\text{Score 3} = \frac{E}{F} \times 60$ <p>E= Value of On-Going Contracts of the Tenderer F= Highest Value of On-Going Contracts among the Tenderers</p>
--	--	---

B=

D=

F=

SL No	Name of the Tenderer	A	Score 1 =140* (A/B)	C	Score 2 =100* (C/D)	E	Score 3 =60* (E/F)	Total Score= Score 1+ Score 2+ Score 3
1								
2								
3								

Winner:

Notes:

1. **If the total score of all the tenderer is zero, then the tender shall be recommended for re-tender.**
2. **In case of highest equal total score, the winner shall be selected according to score 1, If score 1 is equal then the winner shall be selected according to score 2. Otherwise all tenders shall be rejected for retender.**