





কাঠানী, ভাল্কা, ময়মনসিংহ। ইনেইশ: mymensinghpbs2@gmail.com ওয়োব: pbs2.mymensingh.gov.bd ফেইসবক: facebook.com/myemsinghpbstwo

স্মারক নং-২৭.১২.৬১১৩.৫৫৩.০১.০৩৮.২২.2900	তারিখঃ-	০৬ ডিসেম্বর ২০২২ খ্রিষ্টাব্দ
		২১ অগ্রহায়ন ১৪২৯ বঙ্গাব্দ

বিষয়ঃ কোটেশন প্রদানের অনুরোধ জ্ঞাপন (RFQ) পদ্ধতিতে ময়মনসিংহ পবিস-২ এর অফিস ভবন ও আবাসিক ভবনের বাহিরের অংশ রং করনের (ওয়েদার কোট) দরপত্র আহবান প্রসঞ্চো।

উপরোক্ত বিষয়ের প্রেক্ষিতে জানানো যাচ্ছে যে, ময়মনসিংহ পল্লী বিদ্যুৎ সমিতি-২ এর অফিস ভবন ও আবাসিক ভবনের বাহিরের অংশ রং করন (ওয়েদার কোট) নিমিত্তে কোটেশন প্রদানের অনুরোধ জ্ঞাপন (RFQ) পদ্ধতিতে গণপ্রজাতন্ত্রী বাংলাদেশ সরকারের অনুমোদিত প্রকৃত ঠিকাদারী/সরবরাহকারী প্রতিষ্ঠানের নিকট হইতে নিম্নবর্ণিত শর্তসাপেক্ষে লেটার হেড প্যাডে সীলমোহরকৃত দরপত্র আহবান করা যাচ্ছেঃ- (ময়মনসিংহ পবিস-২ এর ওয়েব সাইটঃ (www.pbs2.mymensingh.gov.bd) হতে দরপত্র দলিল ডাউন লোড করে যথাযথভাবে পূরণ করে প্রয়োজনীয়/প্রযোজ্য কাগজপত্রাদিসহ দরপত্র দাখিল করতে হবে)।

শৰ্তাবলীঃ

- ০১। আগ্রহী দরদাতাগণ আগামী ১২/১২/২০২২ খ্রিঃ তারিখ রোজ সোমবার বেলা ১১.০০ ঘটিকার মধ্যে সীলমোহরকৃত দরপত্র ময়মনসিংহ পল্লী বিদ্যুৎ সমিতি-২, ভালুকা, ময়মনসিংহ অথবা পবিস মনিট্রিং ও ব্যবস্থাপনা পরিচালন (কেঃ আঃ) পরিদপ্তর, বাংলাদেশ পল্লী বিদ্যুতায়ন বোর্ড, নিকুঞ্জ, খিলক্ষেত, ঢাকা এ রক্ষিত টেন্ডার বাক্সে দাখিল করতে পারবেন। নির্ধারিত সময়ের পর কোন দরপত্র গ্রহণ করা হবে না।
- ০২। দাখিলকৃত দরপত্রসমূহ আগামী ১২/১২/২০২২ খ্রিঃ তারিখ রোজ সোমবার বেলা ১১.০৫ ঘটিকায় ময়মনসিংহ পল্লী বিদ্যুৎ সমিতি-২, ভালুকা, ময়মনসিংহ অথবা পবিস মনিটরিং ও ব্যবস্থাপনা পরিচালন (কেঃ অঃ) পরিদপ্তর, বাংলাদেশ পল্লী বিদ্যুতায়ন বোর্ড, নিকুঞ্জ, খিলক্ষেত, ঢাকা এ উপস্থিত দরদাতা/ প্রতিনিধির সম্মুখে (যদি কেহ উপস্থিত থাকেন) দরপত্রসমূহ খোলা হবে।
- ০৩। দরদাতা প্রতিষ্ঠানকে দরপত্রের সাথে হালনাগাদ বৈধ ট্রেড লাইসেন্স, আয়কর সন্দ, ভ্যাট রেজিস্ট্রেশন এবং আর্থিক স্বচ্ছলতার সমর্থনে ব্যাংকের সন্দপত্রসহ প্রয়োজনীয় অন্যান্য কাগজপত্র এর সত্যায়িত ফটোকপি দাখিল করতে হবে।
- ০৪। বর্ণিত কাজের জন্য দেয়ালের পুরাতন রং সিরিজ কাগজ দ্বারা ঘষে পুরাতন রং, শেওলা, ময়লা ইত্যাদি সম্পূর্ণরূপে উঠিয়ে পরিষ্কার পূর্বক পানি দ্বারা ধৌত করে শুকানোর পর পবিস প্রতিনিধির তত্ত্বাবধানে প্রথম কোট দেওয়ার পর সমিতির প্রতিনিধির নির্দেশনা মোতাবেক ২য় কোট দিতে হবে। সমস্ত কাজ সমিতির প্রতিনিধির নির্দেশনা মোতাবেক সম্পাদন করিতে হইবে। সম্পূর্ণ কাজ আদর্শ মানের/PWD এর ২০২২ সালের গাইড লাইন মোতাবেক হইতে হইবে।
- ০৫। বর্ণিত কাজের জন্য প্রয়োজনীয় রং, রশি, ড্রাম ও ব্রাশ, লোকবল ইত্যাদি নিজ খরচে সরবরাহ পূর্বক কাজ সম্পাদন করিতে হুইবে।
- ০৬। রং করার ক্ষেত্রে অবশ্যই উন্নত ব্রান্ডের (বার্জার/এশিয়ান) ওয়েদার কোট, এনামেল পেইন্ট ও থিনার ব্যবহার করিতে হইবে।



- কাজ সমাপ্তের পর কর্তৃপক্ষের নিকট কাজের গুনগত মান সন্তোষজনক বিবেচিত হইলে দাখিলকৃত বিল হতে নিয়মানুযায়ী 190 আয়কর ও ভ্যাট কর্তন পূর্বক ময়মনসিংহ পল্লী বিদ্যুৎ সমিতি-২ কর্তৃক একাউন্ট পেয়ী চেকের মাধ্যমে বিল পরিশোধ করা
- খামের উপর "অফিস ভবন ও আবাসিক ভবনের বাহিরের অংশ রং করনের (ওয়েদার কোট) দরপত্র" কথাটি লিখতে হবে। 041
- কার্যাদেশপ্রাপ্ত প্রতিষ্ঠানকে কার্যাদেশ প্রাপ্তির সর্বোচ্চ ২৫ (পঁচিশ) দিনের মধ্যে কাজ সম্পন্ন করতে হবে। অন্যথায় প্রতিদিন 021 বিলম্বের জন্য মোট বিলের ১% এর ১/১০ অংশ বিল হতে কর্তন করা হবে। যা মোট মূল্যে ১০% এর অধিক হবে না।
- অসম্পূর্ণ দরপত্র সরাসরি বাতিল বলে গণ্য হবে। 501
- উক্ত বিষয়ে কারও কোন জিজ্ঞাসা থাকলে/ব্যাখ্যার প্রয়োজন হলে এই দরপত্র খোলার জন্য নির্ধারিত সময়ের পূর্বে 221 উপরোল্লিখিত ঠিকানায় লিখিতভাবে অনুরোধ জানাতে হবে।
- ময়মনসিংহ পল্লী বিদ্যুৎ সমিতি-২ কোন কারণ দর্শানো ব্যতিরেকে যেকোন দরপত্র গ্রহণ অথবা বাতিল করার অধিকার 251
- শর্তাবলীতে উল্লেখ নেই এমন কোন বিষয়ে অত্র সমিতি ব্যবস্থাপনার সিদ্ধান্তই চূড়ান্ত বলে বিবেচিত হবে। 201

প্রকোঃ নূর মোহাম্মদ) সিনিয়র জেনারেল ম্যানেজার

অনুলিপিঃ সদয় অবগতি ও কার্যার্থে (জ্যেষ্ঠতার ক্রমানুসারে নয়)

০১। পরিচালক, পবিস মঃ ও ব্যঃ পঃ (কেঃঅঃ) পরিদপ্তর, বাপবিবোর্ড, ঢাকা। (দরপত্র গ্রহনের অনুরোধসহ)

০২। সিনিয়র সিস্টেম এনালিস্ট, বাপবিবোর্ড, ঢাকা। (বাপবিবোর্ডের ওয়েব সাইডে আপলোড করার অনুরোধসহ)

০৩। তত্ত্বাবধায়ক প্রকৌশলী, ময়মনসিংহ জোন, বাপবিবোর্ড, ময়মনসিংহ

০৪। জেলা প্রশাসক, ময়মনসিংহ/গাজীপুর।

০৫। পুলিশ সুপার, ময়মনসিংহ/গাজীপুর।

০৬। সিনিয়র জেনারেল ম্যানেজার/জেনারেল ম্যানেজার.....পবিস-১/২/৩/৪।

০৭। নির্বাহী প্রকৌশলী, (এলজিইডি/গণপূর্ত/সড়ক ও জনপদ) ময়মনসিংহ/গাজীপুর।

০৮। ডিজিএম (মাওনা/গফরগাঁও/শ্রীপুর/টেকনিক্যাল), মপবিস-২।

০৯। এজিএম (অর্থ-হিসাব)/ওএন্ডএম/ইএন্ডসি/এমএস), মপবিস-২।

১০। সহঃ প্রকৌশলী, প্রকল্প বিভাগ, বাপবিবোর্ড, মপবিস-২।

১১। জুনিয়র ইঞ্জিনিয়ার (আইটি), মপবিস-২ (ওয়েব সাইটে আপলোড করবেন)।

১২। নোটিশবোর্ড, মপবিস-২।

১৩। মেসার্স-----

১৪। অফিস কপি/ মাস্টার কপি।

(বিজ্ঞপ্তিটি নোটিশ বোর্ডে প্রচারের জন্য অনুরোধ করা হইল)

(প্রকৌঃ নূর মোহাম্মদ) সিনিয়র জেন্যুরেল ম্যানেজার

Bhaluka, Mymensingh



ISO 9001:2015 Certified

STANDARD TENDER DOCUMENT

বিষয়ঃ কোটেশন প্রদানের অনুরোধ জ্ঞাপন (RFQ) পদ্ধতিতে অফিস ভবন ও আবাসিক ভবনের বাহিরের অংশ রং করনের (ওয়েদার কোট) দরপত্র আহবান প্রসঞ্

বিঃ দ্রঃ দ্রপত্র দলিলটি ওয়েব সাইটঃ (web: pbs2.mymensingh.gov.bd) হতে ডাউন লোড করে প্রিন্ট করে প্রয়োজনীয় কাগজপত্রসহ দাখিল করতে হবে।

PG1 (SRFQ)

August 2014

Guidance Notes on the use of The Request for Quotation Document

- 1.

 These guidance notes have been prepared by the CPTU to assist a Procuring Entity in the preparation of Quotation document, using the Standard Request for Quotation, SRFQ, for the procurement of low value simple Works and physical services. All concerned are advised to refer to the Public Procurement Rules, 2008 issued to supplement the Public Procurement Act, 2006; available on CPTU's website: http://www.cptu.gov.bd/. Notes and guidance are provided for both the Procuring Entity and the Quotationer.
- 2. The procurement under Request for Quotation Method (RFQM) shall follow the provisions pursuant to Rules 69 to 73 of the Public Procurement Rules, 2008 in accordance with Section 32 of the Public Procurement Act, 2006. SRFQ is based upon best national practices that have been adapted to suit the particular needs of procurement.
- 3. The use of SRFQ (PW1) applies when a Procuring Entity intends to select a Quotationer (a Contractor) for the Procurement of Works and physical services under RFQ Method (RFQM) pursuant to Rule 69(3) of the Public Procurement Rules, 2008.
- 4. Pursuant to Rule 71(1) and Rule 71(2) of the Public Procurement Rules, 2008, RFQ shall be invited through letter, Fax or e-mail. RFQ shall not be required to be advertised in the daily newspapers but for the minimum circulation the Procuring Entity shall publish that advertisement in its website (if any), including posting in the Notice Board and, shall send with request for publication to the administrative wing of some other Procuring Entities nearby.
- 5. Pursuant to Rule 71(3) of the Public Procurement Rules, 2008, RFQ Document shall be issued or made available to potential Quotationers 'free-of-cost'.
- 6. The time-limit for Request for Quotation shall in no case exceed ten (10) days pursuant to Rule 71 (4) of the Public Procurement Rules, 2008.
- 7. No Securities such as Quotation Security (i.e. the traditionally termed Earnest Money, Tender Security) and Performance Security shall be required pursuant to Rule 70(6) of the Public Procurement Rules, 2008.
- 8. Submission, Opening and Evaluation of the Quotations shall respectively be dealt with pursuant to Rule 72(1), Rule 72(2) and Rule 73(1) of the Public Procurement Rules; 2008 as specified in the RFQ.
- 9. The criteria for evaluation, pursuant to Rule 70(4) of the Public Procurement Rules, 2008, shall be pre-disclosed.
- 10. Pursuant to Rule 69 (5) of the Public Procurement Rules, 2008 the Quotation for low value simple Works and physical services shall be on the basis of either 'Unit-Rate' or 'Lump-sum' depending on the level of estimating the quantity of works. Such two different BoQ formats are attached with the RFQ Document. The Procuring Entity shall have the option to choose any one of these two BoQs, as appropriate, for a particular procurement.
- 11. Splitting the object of Procurement is not permissible pursuant to Rule 69(4) (ka) of the Public Procurement Rules, 2008.
- The Procuring Entity shall invite the successful Quotation to sign the contract, pursuant to Rule 73 (5) of the Public Procurement Rules, 2008, following recommendations of the Evaluation Committee and approval thereupon by the Approving Authority.
- 13. Provision of Retention Money (i.e. the traditionally termed Security Deposit) shall however be kept in Conditions of Contract pursuant to Rule 28 of the Public Procurement Rules, 2008.
- 14. The Defects Liability Period shall usually remain between 3 and 6 months.
- 15. The Procuring Entity shall further be required to maintain the record of procurement proceedings pursuant to Rule 43 of the Public Procurement Rules, 2008



Mymensingh Palli Bidyut Samity-2 Bhaluka, Mymensingh

REQUEST FOR QUOTATION

বিষয়ঃ কোটেশন প্রদানের অনুরোধ জ্ঞাপন (RFO) পদ্ধতিতে অফিস ভবন ও আবাসিক ভবনের বাহিরের অংশ রং করনের (ওয়েদার কোট) দরপত্র আহ্বান প্রসঙ্গে।

RFQ No:27.12.6113.553.0	1.038.22.2709
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- The General Manager, Mymensingh Palli Bidyut Samity-2, Bhaluka, mymensingh has been allocated public funds and intends to apply a portion of the funds to eligible payments under the Contract for which this Quotation Document is issued.
- 2. Detailed Specifications and, Design & Drawings for the intended Works and physical services are available in the office of the Procuring Entity for inspection by the potential Quotationers during office hours on all working days:
- Quotation shall be prepared and submitted using the 'Quotation Document'.
- Quotation shall be completed properly, duly signed-dated each page by the authorized signatory and submitted by the date to the office as specified in Para 6 below.
- No Securities such as Quotation Security (i.e. the traditionally termed Earnest Money, Tender Security) and Performance Security shall be required for submission of the Quotation and execution of the Works (if awarded) respectively.
 - Quotation in a sealed envelope or by fax or through electronic mail shall be submitted to the office of the undersigned on or before 12.12.2022, 11:00am. The envelope containing the Quotation must be clearly marked "Quotation for Supply of Exterior painting (weather coat) of office buildings and residential buildings" and DO NOT OPEN before 12.12.2022, 11:05am. Quotations received later than the time specified herein shall not be accepted.
- Quotations received by fax or through electronic mail shall be sealed-enveloped by the Procuring Entity duly marked as stated in Para 6 above and, all Quotations thus received shall be open on 12.12.2022, 11:05am and sent to the Evaluation Committee for evaluation, without three days as per REB guideline.
- The Procuring Entity may extend the deadline for submission of Quotations on justifiably acceptable grounds duly recorded subject to threshold of ten (10) days pursuant to Rule 71 (4) of the Public Procurement Rules, 2008.
- Quotation shall be submitted as per Bill of Quantities of Works and physical services.
- 10. All Quotations must be valid for a period of at least 30 days from the closing date of the Quotation.
- 11. No public opening of Quotations received by the closing date shall be held.
- 12. Quotation's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law, if the Contract is awarded.



Date: 06/12/2022

- 13. Rates shall be quoted and, subsequent payments under this Contract shall be made in Taka currency. The price offered by the Quotationer, if accepted shall remain fixed for the duration of the Contract.
- 14. Quotationer shall have legal capacity to enter into Contract. Quotationer, in support of its qualification shall be required to submit certified photocopies of latest documents related to valid Trade License, Tax Identification Number (TIN), VAT Registration Number and Financial Solvency Certificate from any scheduled Bank; without which the Quotation may be considered non-responsive.
- 15. Quotations shall be evaluated based on information and documents submitted with the Quotations, by the Evaluation Committee and, at least three (3) responsive Quotations will be required to determine the lowest evaluated responsive Quotations for award of the Contract.
- 16. In case of anomalies between unit rates or prices and the total amount quoted, in the quotation submitted on unit rate basis, the unit rates or prices shall prevail. In case of discrepancy between words and figures, the former will govern. In case of quotation submitted on Lump-sum basis, if anomalies found between figures and words, the words will prevail. Quotationer shall remain bound to accept the arithmetic corrections made by the Evaluation Committee.
- 17. The execution of Works and physical services shall be completed within 25 (Twenty Five) days from the date of commencement.
- 18. Letter inviting the successful Quotationer to sign the Contract shall be issued within 07 (Seven) days of receipt of approval from the Approving Authority. The Contract shall have to be signed within 07 (Seven) days of issuing such Letter of Invitation.
- 19. The Procuring Entity reserves the right to reject all the Quotations or annul the procurement proceedings.

(Engr. Nur Mohammad) Senior General Manager

অনুলিপিঃ সদয় অবগতি ও কার্যার্থে (জ্যেষ্ঠতার ক্রমানুসারে নয়)

- ০১। পরিচালক, পবিস মঃ ও ব্যঃ পঃ (কেঃঅঃ) পরিদপ্তর, বাপবিবোর্ড, ঢাকা। (দরপত্র গ্রহনের অনুরোধসহ)
- ০২। সিনিয়র সিস্টেম এনালিস্ট, বাপবিবোর্ড, ঢাকা। (বাপবিবোর্ডের ওয়েব সাইডে আপলোড করার অনুরোধসহ)
- ০৩। তত্তাবধায়ক প্রকৌশলী, ময়মনসিংহ জোন, বাপবিবোর্ড, ময়মনসিংহ
- ০৪। জেলা প্রশাসক, ময়মনসিংহ/গাজীপুর।
- ০৫। পুলিশ সুপার, ময়মনসিংহ/গাজীপুর।
- ০৬। সিনিয়র জেনারেল ম্যানেজার/জেনারেল ম্যানেজার.....পবিস-১/২/৩/৪।
- ০৭। নির্বাহী প্রকৌশলী, (এলজিইডি/গণপূর্ত/সড়ক ও জনপদ) ময়মনসিংহ/গাজীপুর।
- ob । ডিজিএম (মাওনা/গফরগাঁও/শ্রীপুর/টেকনিক্যাল), মপবিস-২।
- ০৯। এজিএম (অর্থ-হিসাব)/ওএভএম/ইএভসি/এমএস), মপবিস-২।
- ১০। সহঃ প্রকৌশলী, প্রকল্প বিভাগ, বাপবিবোর্ড, মপবিস-২।
- ১১। জুনিয়র ইঞ্জিনিয়ার (আইটি), মপবিস-২ (ওয়েব সাইটে আপলোড করবেন)।
- ১২। নোটিশবোর্ড, মপবিস-২।
- ১৩। মেসার্স-----

১৪। অফিস কপি/ মাস্টার কপি।

06,12,26 (Engr. Nur Mohammad) Senior General Manager , (বিজ্ঞপ্তিটি নোটিশ বোর্ডে প্রচারের জন্য অনুরোধ করা হইল)

Mymensingh Palli Bidyut Samity-2 Bhaluka, Mymensingh

Quotation Submission Letter

RFQ No:27.12.6113.553.01.038.22.2709

Date: 06/12/2022

To:

Mymensingh Palli Bidyut Samity-2 Bhaluka, Mymensingh.

I/We, the undersigned, offer to execute in conformity with the Conditions of Contract for execution of the Works and physical services named [insert name of work]

The total Price of our Quotation is [insert amount both in figure and words]

My/Our Quotation shall remain valid for the period stated in the RFQ Document and it shall remain binding upon us and, may be accepted at any time prior to the expiration of its validity period.

I/We declare that I/we have the legal capacity to enter into a contract with you, and have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices. Furthermore, I/we am/are aware of Para 28(e) of the Conditions of Contract and pledge not to indulge in such practices in competing for or in executing the works.

I/We am/are not submitting more than one Quotation in this RFQ process in my/our own name or other name or in different names. I/We understand that your written invitation to sign the Contract shall become binding upon us, until a formal Contract is signed.

I/We have examined and have no reservations to the RFQ Document issued by you on [insert date]

I/We understand that you reserve the right to reject all the Quotations or annul the procurement proceedings without incurring any liability to me/us.

Signature of Quotation with Seal Date:

Unit Rate Basis*

Bill of Quantities

Item	Description of Items of Works (specifications preferably built- in)	Unit	Quantity	Unit rates or prices quoted by the Quotationer		Amount
				In figures	In words	
1	2	3	4	5	6	7 = 4x5
1	অফিস ভবনের বাহিরের অংশ		১২১২৮ (ওয়েদার কোট)			
	বৰ্গফুট	বৰ্গফুট	৫১০ বৰ্গফুট (স্কাটিং)			
2	আবাসিক ভবনের সি-টাইপের	বৰ্গফুট	২১৪৭ বর্গফুট			A
	বাহিরের অংশ		২৪০ বৰ্গফুট (স্কাটিং)			10
3	ভিআইপি রেষ্টহাউজের বাহিরের	1 .	৩২৫৬ বর্গফুট			
	অংশ	বৰ্গফুট 🖯	৫৫০ বৰ্গফুট (স্কাটিং)			
	সৰ্বমোট =		১৮৮৩১ বর্গফুট		_	
L	7					· · · · · · · · · · · · · · · · · · ·

* Reference is drawn to Rule 69 (5) of the Public Procurement Rules, 2008 and to the Para 4 of the Guidance Notes before opting for this Format.

Total Amount (in figure and words)

[insert number] number corrections made by me/us have been duly initialed in this page of BoQ. My/Our Offer is valid until dd/mm/yy [insert Quotation Validity date].

Signature of the Quotationer with Seal

Date:dd/mm/yy

Note (use only when this method deemed appropriate):

Low value and simple and all the components of the Works can be estimated but not accurately determined.

Works executed are re-measured for payments.
Col. 1, 2, 3 & 4 to be filled in by the Procuring Entity and Col. 5, 6 & 7 by the Quotationer.

Mymensingh Palli Bidyut Samity-2 Bhaluka, Mymensingh

Invitation for signing Contract

Rule 7	72 (5) of PPR,2008]	
Ref: No:27.12.6113.553.01.038.22. クオウ	9	Date: 06/12/2022
[name of Contractor] [address]	,	•
5 m s · · ·	,	
This is to notify you that your Quotation dat physical services named [insert name of work] for words] as corrected, has been approved by the	the Contract Price of Tk <i>i</i> s	cution of the Works and state amount in figures and in
You are thus requested to attend the office [insert days] of issuing this Letter of Invitation; I	of the undersigned to sout in no case later than [ign the Contract within specify dd/mm/yy].
You may proceed with the execution of the Woolease note that this invitation shall constitute pinding upon you.	orks only upon signing the the formation of this Contr	Contract. You may also ract which shall become
We attach the draft Contract and all other do	cuments for your perusal	
		4
No.	Signature of the Proc	curing Entity with name
Attachment: Draft Contract	and designation Date: dd/mm/yy	

Contract Agreement

THIS AGREEMENT made on this [insert day] day of [insert month and year] 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 Quotation for certain Works and physical services named [insert name of Works] and has accepted the Quotation submitted by the Quotationer for the execution of those works in the sum of Taka [insert Contract price in figures and in words] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

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

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

For the Procuring Entity

For the Contractor

Signature

Name Designation National ID No. In the presence of Name

Conditions of Contract

- 1. Conditions of Contract contained herein shall be binding upon both the contracting parties for the purpose of administration and management of this Contract.
- 2. Implementation and interpretation of these Conditions of Contract shall, in general, be under the purview of the Public Procurement Act, 2006 and the Public Procurement Rules, 2008.
- 3. The Contractor shall have to commence the Works within **[insert days]** days of signing of the Contract Agreement and complete in conformity in all respects with the provisions of the Contract within **[insert days]**.
- 4. The Contractor shall immediately submit to the Procuring Entity a Programme of Works showing the timing for all the activities and components of Works.
- 5. The Contractor shall maintain Pro Rata progress of the Works. Progress shall be determined in terms of the value of the works executed.
- 6. The Contractor shall be entitled to an extension of the Intended Completion Date if the Procuring Entity delays in handing over the Site or if Force Majeure situation occurs or for any other reasons acceptable to the Procuring Entity on justifiable grounds duly recorded.
- 7. The Procuring Entity shall check and verify the Works executed by the Contractor and notify the Contractor of any Defects found.
- 8. Notwithstanding any testing and examination, the Procuring Entity by visual inspection or field tests may instruct the Contractor to:
 - a. remove and replace any works or part thereof which is not in accordance with the Contract,
 - b. remove and re-execute any other work or part thereof which is not in accordance with the Contract, and
 - c. execute any work which is urgently required for the safety of the Works.
- 9. The Contractor shall submit to the Procuring Entity the progressive invoices for estimated value of works executed less the cumulative amount certified previously.
- 10. The Contractor shall be entirely responsible for payment of all taxes, duties, fees, and such other levies under the Applicable Law.
- 11. Notwithstanding any other practice, the method of measurement and mode of payment shall be based on the type of the Contract corresponding to the Bill of Quantities (choose any one of the two) below:

Unit-rate Basis

Measurement shall be made of the net quantity of each item of the Works actually executed in accordance with the Bill of Quantities. The first progressive payment shall be made only after twenty (20) percent progress achieved. The Procuring Entity shall make payments to the Contractor in Taka currency, while the Final payment shall be made upon fulfilment of all contractual obligations by the Contractor.

or

<u>Lump-sum Basis</u>

The Lump-sum payments shall be made in three instalments; the first progressive payment on completion of thirty (30) percent, the second progressive payment on completion of cumulative seventy five (75) percent and the remaining twenty five (25) percent payment shall be made on completion of 100% of the Works duly certified by the Procuring Entity. The Procuring Entity shall make payments to the Contractor in Taka currency, while the Final payment shall be made upon fulfilment of all contractual obligations by the Contractor.

- 12. The Contractor's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law.
- 13. The total Contract Price is BDT [insert figure] BDT [in words].
- 14. No works under Extra Work Orders shall be permissible and, works under Variation Orders (except in case of Lumpsum basis) shall under no circumstances exceed fifteen (15) percent of the Contract Price subject to threshold specified in Rule 69 (1) and 69 (6) (ka) & (ga) of the Public Procurement Rules, 2008, as appropriate.
- 15. The Procuring Entity contracting shall amend the Contract incorporating required approved changes subsequently introduced to the original Conditions of Contract in line with Rules, where necessary.
- 16. The Procuring Entity shall retain or in other words deduct from each progressive payment due to the Contractor at the rate of ten (10) percent as Retention Money (i.e. the traditional Security Deposit) until completion of the whole of the Works under the Contract.

- 17. The Contractor shall apply by notice to the Procuring Entity for issuing a Completion Certificate of the Works, and the Procuring Entity shall do so upon deciding that the work is completed.
- 18. The Procuring Entity shall, within seven (7) working days after receiving the Contractor's application:
 - a. issue the Completion Certificate to the Contractor stating that the Works were completed in accordance with the Contract, or
 - b. reject the application, giving reasons and specifying the works required to be done/redone by the Contractor to enable issuance of the Completion Certificate.
- 19. The Procuring Entity shall Take-Over the Site and the Works not later than seven (7) working days of issuing the Completion Certificate.
- 20. The Procuring Entity may issue a notice for correction of Defects within fourteen (14) days from the Contractor's request for Final Payment stating the scope of corrections or additions that are necessary.
- 21. The Defects Liability Period of the Works shall be [insert months] starting from the date of issuing the Completion Certificate by the Procuring Entity.
- 22. After the Defects Liability Period has passed and, the Procuring Entity has certified in the form of Defects Corrections Certificate that all Defects notified by the Procuring Entity to the Contractor before the end of this period have been corrected.
- 23. The Defects Liability Period may be extended for as long as the Defects notified by the Procuring Entity remain to be corrected.
- 24. If the Contractor, has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity shall assess the cost of having the Defects corrected by it, and the Contractor shall remain liable to pay the expenditures incurred on account of correction of such Defects.
- 25. The Contractor shall keep the Procurement Entity harmless and indemnify from any claim, loss of property or life to himself/herself, his/her workmen or staff, any staff of the Procurement Entity or any third party while executing the work. Any claim arising out of execution of the works shall be settled by the Contractor at his/her own cost and responsibility.
- 26. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's own cost, if the loss or damage arises from the Contractor's acts or omissions.
- 27. The Retention Money shall be returned to the Contractor within twenty one (21) days after expiry of the Defects Liability Period.
- 28. The Procuring Entity may, by written Notice sent to the Contractor, terminate the Contract in whole or in part at any time, if the Contractor:
 - a) fails to sign the Contract or commence the Work within the specified time.
 - b) fails to achieve satisfactory progress of Works in accordance with the Programme of Works.
 - fails to complete the Work as per design, drawing and specifications.
 - after receipt of a written notice from the Procuring Entity does not remedy its failure within the time period specified therein.
 - in the judgement of the Procuring Entity, has engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Work.
 - fails to perform any other obligation(s) under the Contract.
- 29. 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.
- 30. The Contractor shall be subject to, and aware of provision on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008.

