GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

Standard Tender Document (National)

For Procurement of Works
[Limited Tendering Method]

(For value up to BDT 5.0 Crore)

Bangladesh Public Procurement Authority
Implementation Monitoring and Evaluation Division
Ministry of Planning

Guidance Notes on the Use of
The Standard Tender Document

These guidance notes have been prepared by the BPPA to assist a Procuring Entity in the preparation, using this Standard Tender Document (STD), for the procurement of Works having estimated cost up to **BDT Tk. 5 Crore.** The STD are prepared in consistent with the Public Procurement Act 2006 and the Public Procurement Rule 2025 (PPR 2025), issued to supplement the ACT and Bangladesh e-Government Procurement (e-GP) Guidelines.

The use of STD (e-PW2B) applies when a Procuring Entity intends to select a Tenderer (a Contractor) for the Procurement of Works under Limited Tendering Method (LTM) for enlisted tenderers through e-GP system.
STD (e-PW2B) is intended as a model for admeasurements contracts (unit prices in a Bill of Quantities) and the main text refers to admeasurements Contracts.

Guidance notes in brackets and italics are provided for both the Procuring Entity and the Tenderer and as such the Procuring Entity should carefully decide what notes need to remain and what other guidance notes might be required to assist the Tenderer in preparing its Tender Submission; so as to minimise the inept Tendering Process.
STD (e-PW2B) has 10 Sections, of which **Section 1: Instruction to Tenderer** and **Section 3: General Conditions of Contract** must not be altered or modified under any circumstances.

The following briefly describes the Sections of STD (e-PW2B) and how a Procuring Entity should use these when preparing a particular Tender Document.

Section 1. Instructions to Tenderers (ITT)

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

Section 2. Tender Data Sheet (TDS)

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

Section 3. General Conditions of Contract (GCC)

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

Section 4. Particular Conditions of Contract (PCC)

This Section provides clauses specific to the particular Contract that modify or supplement Section 3: General Conditions of Contract. The Procuring Entity should include at the time of issuing the e-TD all information that the GCC indicate, shall be provided in the PCC

Section 5. Tender and Contract Forms

Tender Forms

This Section provides the standard format for the **e-Tender Submission Letter, (Form e-PW2B-1), Tenderer Information (Form e-PW2B-2)**.

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

This Section also contains the form of the **Notification of Award (Form e-PW2B-6)** and the **Contract Agreement (Form e-PW2B-7).**

Section 6. Priced Bill of Quantities

This Section provides the items, estimated quantities and the official estimated total cost of the proposed works to be performed. The Priced Bill of Quantities (BOQ) must be carefully prepared by a Procuring Entity for each object of procurement.

Section 7. General Specifications

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

Section 8. Particular Specifications

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

Section 9. Environmental and Social Specifications

This section depicts the overall requirements related to Environmental and Social aspects including Health & Safety standards with the context of the proposed Works.

Section 10. Drawings

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

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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 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 as specified in the General Conditions of Contract and Particular Conditions of Contract.

2. Interpretation

2.1
(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, NGO 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 to a Procuring Entity in response to an Invitation for Tender.

(h) "BPPA" means the Bangladesh Public Procurement Authority formed under the Bangladesh Public Procurement Authority Act, 2023.

3. **Source of Funds**

3.1 The Procuring Entity has been allocated public funds as indicated in the **TDS** and intends to apply a portion of the funds to eligible payments under the Contract for which this Tender Document is issued.

3.2 For the purpose of this provision, "public funds" means any monetary resources appropriated to the Procuring Entity under Government budget, or financing, grants and credits placed at the disposal of the Procuring Entity through the Government by the development partners or foreign states or organisations and also includes any fund of a government, semi-government or a statutory body established by law.

4.1 The Government, and the Development Partner, if applicable, requires that the Procuring Entity as well as the Tenderers and

4. **Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices**

Contractors (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.

4.2 For the purposes of ITT Sub Clause 4.3, the terms set forth below as follows:

(a) **"Corrupt practice"** means offering or promising to offer, directly or indirectly, any bribe, employment, valuable item or service, or financial benefit to any officer or employee of the Procuring Entity or of any other public or private authority, with the intent to influence any act, decision, or procedure of the Procuring Entity in the course of the procurement process or contract execution, or the acceptance or solicitation of such by any officer or employee of the Procuring Entity. It shall also include any involvement of the Procuring Entity or any of its employees in corrupt, fraudulent, collusive, coercive, or obstructive practices as mentioned in this Rule;

(b) **"Fraudulent practice"** means any act of providing false statements, dishonestly concealing information, or omitting or misrepresenting or distorting facts by any person to influence a decision in the procurement process or contract execution;

(c) **"Collusive practice"** means a scheme or arrangement between two (2) or more Persons, knowingly or unknowingly involving the Procuring Entity or any of its employees, 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"** means deliberately destroying, falsifying, altering, or concealing evidence related to a procurement-related investigation, or providing false statements to an investigator so as to impede the investigation of allegations of corrupt, fraudulent, collusive, coercive, or obstructive practices; or intimidating, harassing, or threatening an investigator so as to discourage the disclosure of information or prevent the investigator from carrying out their duties, or directly or indirectly obstructing any action undertaken by the Bangladesh Public Procurement Authority (BPPA) in discharging its responsibilities assigned under the *Bangladesh Public Procurement Authority Act, 2023.*

4.3 Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind be determined by the Procuring Entity this

will be dealt in accordance with the provisions of the Public Procurement Act 2006 and the Public Procurement Rules, 2025.

4.4 If corrupt, fraudulent, collusive, coercive or obstructive practices of any kind is determined by the Procuring Entity against any Tenderer or Contractors (including sub-contractors, agents, personnel, consultants, and service providers) in competing for, or in executing, a contract under public fund:

(a) Procuring Entity shall exclude the concerned Tenderer from further participation in the concerned procurement proceedings.

(b) Procuring Entity shall reject any recommendation for award that had been proposed for that concerned Tenderer;

(c) Procuring Entity shall declare, at its discretion, the concerned Tenderer to be ineligible to participate (debarment) in any Public Procurement proceedings for a specific period of time;

(d) Procuring Entity shall suspend the concerned Tenderer from participating in any other procurement proceedings within the PE organization for the period of finalizing the debarment process;

4.5 Tenderer shall be aware of the provisions on corrupt, fraudulent, collusive, coercive and obstructive practices of the Public Procurement Act, 2006, the Public Procurement Rules, 2025 and others as stated in GCC Clause 37.

4.6 In further pursuance of this policy, Tenderers, Contractors and their sub-contractors, agents, personnel, consultants, service providers shall permit the Government, the BPPA 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, the BPPA during the procurement or the execution of that contract.

5. Eligible Tenderers

5.1 This Invitation for Tenders is limited to Contractors possessing updated valid enlistment under the Procuring Entity only as specified in the **TDS**.

5.2 Tenderers shall have the legal capacity (not barred by Public Procurement Act or any other law(s) to sign the contract) to enter into the Contract under the Applicable law.

5.3 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.

5.4 Tenderers shall have fulfilled its obligations to pay taxes and social security contributions, if any, under the provisions of laws and regulations of Bangladesh.

5.5 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a consultant or any of its Partners which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the works to be performed under this Invitation for Tenders.

5.6 Tenderers 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 due to suspension or debarment for corrupt, fraudulent, collusive, coercive or obstructive practices as stated under ITT Sub Clause 4.4.

5.7 Tenderers are not currently restrained due to suspension or debarred from participating in Public Procurement on grounds of fundamental breach of contract under any Contract.

5.8 Tenderers shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing.

5.9 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity will reasonably request.

5.10 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
b) receives or has received any direct or indirect subsidy from another Tenderer; or
c) has the same legal representative as another Tenderer; or
d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the procuring entity regarding this tendering process; or
e) any of its partners participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Tender.

5.11 A Tenderer shall provide its/their Beneficial Ownership related information, as the specified in **Form e-PW2B-2**, if it/they will be awarded the contract and declare their consent on publishing that information publicly following the signing of contract.

5.12 A tenderer has not been under restriction imposed by any Development Partner operating in Bangladesh on grounds related to their procurement affairs.

B. e-Tender Document (e-TD)

6. Tender Document: General

6.1 The Sections comprising the Tender Document are listed below, and should be read in conjunction with any Addendum issued under ITT Clause 8.

- 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 Environmental and Social Specifications
- Section 10 Drawings

6.2 Tenderers are expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in addendum to Tender, if any.

7. Clarification of e-Tender Document

7.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity through e-GP System within time as specified in the Invitation for Tenders **(IFT).**

7.2 The Procuring Entity is not obliged to answer any clarification request received after that date as stated under ITT Sub Clause **Error! Reference source not found.**.

7.3 The Procuring Entity shall respond through e-GP System within five (5) working days of receipt of any such request for clarification received under ITT Sub Clause 7.1.

7.4 Should the Procuring Entity deem it necessary to amend the Tender Document as a result of a clarification, it will do so following the procedure under ITT Clause 89.

8. Pre-Tender Meeting

8.1 To clarify issues and to answer questions on any matter arising in the Tender Document, the Procuring Entity may, as stated in the Invitation for Tenders (IFT), hold a pre-Tender Meeting through e-GP System.

8.2 Pre-Tender Meeting shall be held online on the date and time specified in the Invitation for Tenders (IFT). Clarifications to the queries raised by the Tenderers will be provided during the online session, and the responses will also be made available through the dashboards of the Tenderers who have purchased the e-Tender

Document (e-TD) in the e-GP System, within the date and time specified in the IFT.

8.3 Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded within five (5) working days. Any amendment to the e-Tender Document listed in **ITT Sub Clause 6.1** that may become necessary as a result of the pre-Tender meeting will be made by the Procuring Entity exclusively through the issue of an Addendum as stated under ITT Sub Clause 9 and not through the minutes of the pre-Tender meeting.

8.4 Non-participation at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9. **Addendum to e-Tender Document**

9.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity, on its own initiative or in response to an inquiry from a Tenderer, having purchased the e-Tender Document, or as a result of a pre-Tender meeting may revise the e-Tender Document by issuing an Addendum through e-GP System.

9.2 The Addendum issued under ITT Sub Clause **Error! Reference source not found.** shall become an integral part of the Tender Document and shall have a date and an issue number and must be circulated through e-GP System 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.

9.3 The Procuring Entity shall also ensure posting of the relevant addenda with the reference number and date on their websites including notice boards, where the Procuring Entity had originally posted the IFTs.

9.4 To give a prospective Tenderer reasonable time in which to take an addendum into account in preparing its Tender, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub Clause 35.2.

9.5 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

10. **General Criteria**

10.1 Tenderers shall possess the minimum requirements 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.

10.2 In addition to meeting the eligibility criteria, as stated in ITT Clause 5, Tenderers must satisfy the other criteria stated in ITT Clauses 10 to 14 inclusive.

10.3 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.

11. **Experience Criteria**

11.1 Tenderers shall not be required to have any past experience in procurement of Works and physical services.

12. **Financial Criteria**

12.1 Tenderers shall have the minimum financial resources in any form or combination of forms of liquid assets or credit line(s) or working capital, net of other contractual commitments of the amount as specified in the **TDS.**

13. **Personnel Capacity**

13.1 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.**

14. **Equipment Capacity**

14.1 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.**

15. **Joint Venture (JV)**

15.1 No Joint Venture (JV) shall be permissible under this Invitation for Tenders. Tenders submitted in the form of JV shall be considered non-responsive.

16. **Subcontractor (s)**

16.1 The successful Tenderer shall under no circumstances assign the Works or any part of it to the Subcontractor(s).

D. Tender Preparation

17. **Only one Tender**

17.1 Tenderers shall submit only one (1) Tender for each lot, either individually or 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.

18. **Cost of Tendering**

18.1 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.

19. **Issuance and Sale of Tender Document**

19.1 e-Tender Document (e-TD) may be accessed and downloaded by the Tenderer from the e-GP System upon payment of the document fee through any e-GP Member Bank. The payment and its transaction update in the e-GP System shall be completed no later than the day before the e-Tender submission deadline.

20. **Language of Tender**

20.1 Tenders shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or Bangla.

21. **Contents of Tender**

21.1 The Tender prepared by the Tenderers will comprise the following:

(a) the e-Tender Submission Letter (**Form e-PW2B-1**), as stated under ITT Sub Clause 22.1;

(b) the Tenderer Information as furnished as per **Form e-PW2B-2**;

(c) the priced Bill of Quantities for each lot in accordance with ITT Clauses 23 and 24;

(d) the Tender Security as stated under ITT Clauses 28, 29 and 30.

(e) the Valid Trade license;

(f) The Tenderer shall submit with its Tender the following documents as a proof of fulfilling taxation obligations in accordance with ITT Sub Clause 5.4;

i. TIN certificate;
ii. Acknowledgement slip issued by the competent income tax authority as a proof of submission of income tax return for the Assessment Year as mentioned in the **TDS;** and
iii. Value Added Tax registration certificate/ Business Identification Number.

(g) documentary evidence as stated under ITT Clause 25 establishing the Tenderer's eligibility and the minimum qualifications of the Tenderers required to be met for due performance of the Works under the Contract;

(h) any other document as specified in the **TDS**.

22. **Tender Submission Letter and Bill of Quantities**

22.1 Tenderers shall submit the e-Tender Submission Letter (**Form e-PW2B-1**), which shall be completed without any alterations to its format in e-GP System.

22.2 Tenderers shall submit the priced BOQ using the form(s) furnished in **Section 6: Bill of Quantities.**

22.3 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.

23. **Tender Prices and Discounts**

23.1 The Priced Bill of Quantities (BOQ) in Section 6: Bill of Quantities provides the official cost estimate of the proposed works as specified therein.

23.2 Tenderer shall only quote the offer in percentage within the range of ±5% to the total official cost estimate of the proposed work prepared by the PE in the specified BOQ Offer Form. The offered figure and the figure in words will be generated automatically by the e-GP System.

23.3 Tenders having quoted the offer in percentage is more than 5 (five) percent above or below the official cost estimate of the proposed works, as stated under ITT Sub Clause 23.2 shall be rejected.

23.4 All applicable taxes, custom duties, VAT and other levies payable by the Contractor under the Contract deemed included in the unit rates or prices provided in the priced BOQ and therefore, the total Tender price submitted by the Tenderer as stated under ITT Sub Clause 23.1.

23.5 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.

24. **Tender Currency**

24.1 Tenderers shall quote all prices in Bangladesh Taka (BDT).

25. **Documents Establishing the Eligibility and Qualification of the Tenderer**

25.1 Tenderers shall complete and submit the documentary evidence, as applicable to satisfy the following:

(a) complete the eligibility declarations in the e-Tender Submission Letter (**Form e-PW2B-1**);
(b) complete the Tenderer Information (**Form e-PW2B-2**);
(c) adequacy of minimum liquid asset substantiated by bank statement having previous date's closing balance with three (3) months transaction details; or (ii) updated balance statement on previously approved credit line; or (iii) unconditional specific credit commitment letter issued in the format as specified in **Form e-PW2B-5** without alteration from any scheduled bank of Bangladesh, and issued not earlier than twenty-eight (28) days prior to the day of the initial (if applicable) deadline for submission of Tenders for this Contract as stated under ITT Sub Clause 12.1.

(d) key personnel along with their qualification and experience proposed for the Contract as stated under ITT Clause 13.1;

(e) major items of construction equipment proposed to carry out the Contract as stated under ITT Clause 14.1, substantiated by statement(s) in its letter-head pad declaring source of its availability;

(f) authority (s) to seek references from the Tenderer's Bankers or any other sources in its letter-head pad;

26. **Validity Period of Tender**

26.1 Tenders shall remain valid for the period as specified in the **TDS** after the date of Tender submission deadline. A Tender valid for a

period shorter than that specified will be considered, non-responsive.

27. **Extension of Tender Validity and Tender Security**

27.1 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, subject to a maximum of two times; provided that those Tenderers have passed the preliminary examination as stated under ITT Sub Clauses 40.1 and 40.2.

27.2 The request for extension of Tender Validity period shall state the new date of the validity of the Tender.

27.3 The request and the responses shall be made through e-GP System. Validity of the Tender Security provided under ITT Clause 27 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.

28. **Tender Security**

28.1 e-Tender security will be prepared by the bank registered with e-GP system in favour of the Procuring Entity upon such request from the Tenderer. e-Tender security amount, as specified in the **TDS,** shall be kept in custody of the bank and transaction information will be updated in the e-GP system.

29. **Form of Tender Security**

29.1 The Tender Security shall:

(a) at the Tenderer's option, be either;

i. in the form of a Bank Draft or Pay Order, or

ii. in the form of an irrevocable unconditional Bank Guarantee issued by any scheduled Bank of Bangladesh, in the format (**Form e-PW2B-4**) without any alteration, furnished in **Section 5: Tender and Contract Forms**;

(b) be payable promptly upon written demand by the Procuring Entity in the case of the conditions as stated under ITT Sub Clause 32.1 being invoked; and

(c) remain valid for at least twenty-eight (28) days beyond the expiry date of the Tender Validity in order to make a claim in due course against a Tenderer in the circumstances as stated under ITT Sub Clause 32.1.

30. **Authenticity of Tender Security**

30.1 The authenticity of the Tender Security submitted by a Tenderer may be examined and verified by the Procuring Entity at its discretion from the Bank issuing the security.

30.2 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 4.4.

30.3 A Tender not accompanied by a valid Tender Security will be considered non-responsive.

31. **Return of Tender Security**

31.1 No Tender Security shall be returned to the Tenderers before Approval of Evaluation Report.

31.2 Non-responsive Tenderer's Tender Security will be returned after approval of Evaluation Report but within twenty-eight (28) days of the expiry of the Tender Validity period as stated under ITT Sub Clause 26.1. The Tender Security of the responsive Tenderers except the 1st, 2nd, and 3rd lowest responsive Tenderers may be returned, in the same manner, upon written request from them to the Procuring Entity.

31.3 The Tender Security of the 1st, 2nd, and 3rd lowest responsive Tenderers (as the case may be) will be returned upon the successful Tenderer's furnishing of the performance security and signing of the Contract Agreement, if not otherwise subject to ITT Clause 32.1.

32. **Forfeiture of Tender Security**

32.1 The Tender Security may be forfeited, if a Tenderer:

(a) fails to furnish Performance Security as stated under ITT Clause 56 or Tenderer's submitted Performance Security has been found unauthentic; or

(b) refuses or fails to sign the Contract as stated under ITT Clause 61.

(c) involves in any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind as defined in ITT Clause 4.

32.2 In case e-Tender security is required to be forfeited, PE will instruct the concerned registered bank/branch and bank/branch in turn will debit the amount and credit it in favour of the PE's bank account.

33. **Online Tender Preparation**

33.1 Prior to submission of a e-Tender, the Tenderer must ensure that all electronic records and files making up the Tender are completely virus free and also ensure integrity, completeness and authenticity of the tender.

E. Tender Submission

34. **e-Submission**

34.1 Tenderer shall submit the e-Tender through e-GP system and must be received in completeness prior to the deadline for submission. Tenderer acknowledge the receipt of the tender through the e-GP system.

34.2 The e-Tender submitted through e-GP system by the Tenderer is deemed for all purposes to be the true and legal version, duly authorized and duly executed by the Tenderer and intended to have binding legal effect. e-Signature / Digital Signature will identify and authenticate the Tenderer.

34.3 Tender submitted online will be stored in encrypted format in the e-GP System.

34.4 Submitted e-Tender containing files that are corrupt, infected with a virus, or otherwise unreadable for any reason shall not be considered for evaluation.

35. **Deadline for Submission of Tender**

35.1 e-Tenders shall be submitted through though e-GP System not later than the date and time specified in the **TDS**.

35.2 The Procuring Entity may, at its discretion, extend the deadline for submission of Tender as stated under ITT Sub Clause 35.1, 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.

35.3 e-Tenders submitted shall not be allowed to be withdrawn after the deadline for submission.

35.4 Submission of large electronic file may take time and as such sufficient time must be allowed to fully transmit all the files prior to the closing time.

36. **Late Tender**

36.1 Late Submission of e-Tender shall not be allowed in e-GP System.

37. **Modification, Substitution or Withdrawal of Tender**

37.1 Tenderers may modify, substitute or withdraw its submitted e-Tender before the tender submission deadline.

F. Tender Opening and Evaluation

38. **Tender Opening**

38.1 e-GP System shall automatically open the Tenders after the deadline of Tender submission deadline as configured and published in the e-GP System. The System shall automatically generate Tender Opening Report (TOR) after opening of the Tenders.

39. **Evaluation of Tenders**

39.1 Tenders shall be examined and evaluated only on the basis of the criteria specified in the Tender Document.

39.2 Tender Evaluation Committee (TEC) shall examine, evaluate and compare Tenders that are responsive to the requirements of Tender Documents in order to identify the successful Tenderer.

39.3 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:

(a) Preliminary examination
(b) Technical examination and responsiveness
(c) Financial evaluation and price comparison
(d) Post-qualification of the Tender.

39.4 Tenderers having quoted the tender price more than 5 (five) percent above or below the official cost estimate, the tender will be rejected.

39.5 e-GP System will electronically generate the Tender Evaluation

Reports (TERs) to assist the TEC. TEC should review the TERs, confirms the compliance and complete the TERs based on the criteria mentioned in e-TD.

40. **Preliminary Examination**

40.1 TEC shall examine the Tenders to confirm that all documentations as stated under ITT Clause 21 have been provided, to determine the completeness of each document submitted.

40.2 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 considered rejected.

(a) All Forms, as applicable, duly filled-in and electronically signed through e-GP System, as in Tender Forms (Section 5);

(b) Letter of Enlistment by the specified Procuring Entity;

(c) Priced Bill of Quantities; and

(d) Valid Tender Security.

41. **Technical Evaluation & Responsiveness**

41.1 TEC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

41.2 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.

41.3 There shall be no requirement as to the minimum number of responsive Tenders.

41.4 TEC shall examine the adequacy and authenticity of the documentary evidence as stated under ITT Clause 25.

41.5 If after the examination, TEC determines that the Tender has complied the terms and conditions and the technical aspects, set out in ITT Sub Clause 41.4, it shall be considered responsive.

42. **Clarification on Tender**

42.1 TEC may ask Tenderers for clarifications of their Tenders in order to assist the examination and evaluation of the Tenders.

42.2 Requests for clarification shall be through e-GP system and shall be sent only by the Chairperson of the TEC.

42.3 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.

42.4 The Tenderer shall be provided a reasonable timeline, but not less than three (3) working days, to respond against a clarification request. If a Tenderer does not provide clarifications of its Tender by the date and time, its Tender may not be considered in the evaluation.

43. **Restrictions on Disclosure of Information**

43.1 Following the opening of Tenders until issuance of Notification of Award no Tenderer shall, unless requested to provide clarification to its Tender or unless necessary for submission of a complaint, communicate with the concerned Procuring Entity.

43.2 Tenderers shall not seek to influence in anyway, the examination and evaluation of the Tenders.

43.3 Any effort by a Tenderer to influence the Procuring Entity in its decision concerning the evaluation of Tenders, Contract awards may result in the non-responsiveness of its Tender as well as further action in accordance with Section 64 (5) of the Public Procurement Act, 2006.

43.4 All clarification requests shall remind Tenderers of the need for confidentiality and that any breach of confidentiality on the part of the Tenderer may result in their Tender being non-responsive.

44. **Correction of Arithmetical Errors**

44.1 In e-GP System, there is no provision for correction of Arithmetical Errors.

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 determine the lowest-evaluated lot(s), the TEC will consider:

(a) the lowest-evaluated Tender for each lot;

(b) the resources sufficient to meet the qualifying criteria for the individual lot.

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 event that there is a tie for the lowest evaluated Tender price, the selection of the successful Tenderers shall be made by open e-**Lottery through e-GP System.** The e-Lottery process can be performed through e-GP System at a maximum of three (3) times in order to select successful Tenderer if the successful tenderer refuses or fails to sign the Contract, Procuring Entity may sign the contract with the second successful Tenderer and so on up to the third successful Tenderer as stated under ITT Clause 61.

47. **Winning multiple Lots**

47.1 If so indicated in the ITT Sub Clause 1.1 the Procuring Entity may award single lot to one Tenderer following the methodology specified in ITT Sub Clause 46.2.

47.2 To determine the lowest-evaluated lot/package the TEC will consider:

(a) the lowest-evaluated Tender for each lot;

(b) the resources sufficient to meet the qualifying criteria for the individual lot;

(c) the Contract-award sequence that provides the optimum economic combination on the basis of least overall cost of the total Contract package considering any limitations due to constraints in Works or execution capacity and post-qualification criteria as stated under ITT Clause 49.

48. **Negotiations**

48.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer.

49. **Post-qualification**

49.1 The determination on Post-qualification shall be based upon an examination and verification of the documentary evidence of the Tenderer's eligibility and qualifications submitted by the Tenderer, pursuant to ITT Clause 25, clarifications as stated under ITT Clause 42 and the qualification criteria indicated in ITT Clauses 10 to 14. Factors not included therein shall not be used in the evaluation of the Tenderer's Post qualification.

49.2 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in non-responsiveness of the Tenderer's Tender, in which event the Procuring Entity shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform the Contract satisfactorily, if awarded.

50. **Procuring Entity's Right to Accept any or to Reject Any or All Tenders**

50.1 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 contract award 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.

51. **Rejection of All Tenders**

51.1 The Procuring Entity may, in the circumstances as stated under ITT Sub Clause 51.2 reject all Tenders following recommendations from the TEC only after the approval of such recommendations by the Head of the Procuring Entity.

51.2 All Tenders can be rejected, if -

(a) there is evidence of lack of effective competition; such as non-participation by a number of potential Tenderers; or

(b) all Tenders are non-responsive; or

(c) If, in the tendering process or in the tender documents, any defect, deviation, or inconsistency is observed, which appears to hinder the objective of public procurement should the procurement process be continued; or

(d) evidence of professional misconduct, affecting seriously the Procurement process, is established pursuant to Rule 149 of the Public Procurement Rules, 2025.

51.3 Notwithstanding anything contained in ITT Sub-Clause 51.2 Tenders may not be rejected if the lowest evaluated price is in conformity with the market price.

52. **Informing Reasons for Rejection**

52.1 Notice of the rejection will be given promptly within three (3) working days of decision taken by the Head of 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

53. **Award Criteria**

53.1 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 49.

54. **Notification of Award**

54.1 Prior to the expiry of the Tender Validity period and within three (3) working days 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.

54.2 The NOA, (Form e-PW2B-6) attaching the Contract Agreement as per the sample (Form e-PW2B-7) 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) if applicable, the amount of the Performance Security and its format;
(d) the date and time within which the Performance Security shall be furnished; and
(e) the date and time within which the Contract shall be signed.

54.3 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.

55. **Reporting on Contract Awarding**

55.1 Immediately, but no later than 24 hours, after issuing the Notification of Award, the Procuring Entity shall, for the information of other tenderers and procurement-related stakeholders, publish the contract award details **Format e-PW2B-B** on the his/her notice board or on its own website, as well as on the BPPA website. Such information shall remain displayed on the notice board or retained on the website for at least twenty-eight (28) days.

56. **Performance Security**

56.1 Performance Security, if required by **TDS**, shall be provided by the successful Tenderer in BDT currency and in an amount as mentioned in the **TDS.**

56.2 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.

57. **Form and Time Limit for Furnishing of Performance Security**

57.1 Performance Security, as stated under ITT Clause 56, may be in the form of a Bank Draft, or a Pay Order or an irrevocable unconditional Bank Guarantee in the format (**Form e-PW2B-8**), without any alteration, issued by any Scheduled Bank of Bangladesh acceptable to the Procuring Entity.

57.2 Within the timeline mentioned in the **TDS** from the issuance 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 56.1 and 57.1.

58. **Validity of Performance Security**

58.1 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.

59. **Authenticity of Performance Security**

59.1 The Procuring Entity may verify the authenticity of the Performance Security submitted in e-GP System by the successful Tenderer to the branch of the Bank issuing the Pay Order or Bank Draft or irrevocable unconditional Bank Guarantee in specified format.

59.2 In case of Performance Security being found unauthentic, measures shall be taken following ITT Sub Clause 4.4. and the respective Tender Security shall be forfeited.

60. **Retention Money and Contractual Security**

60.1 Until the completion of all Works, the Procuring Entity shall deduct from each interim payment certificate, a retention amount at the percentage rate as mentioned in **TDS**. Such retained amounts shall be withheld from the sums otherwise payable to the Contractor.

60.2 The Performance Security mentioned in ITT Sub Clause **Error! Reference source not found.** and the money to be retained as per ITT Sub Clause 60**Error! Reference source not found.**will together be considered as the Contractual Security.

61. **Contract Signing**

61.1 At the same time as the Procuring Entity issues the NOA, the Procuring Entity will send the draft Contract Agreement and all documents forming the Contract to the successful Tenderer.

61.2 Within the timeline mentioned in the **TDS** from the issuance of the NOA but not later than the date specified therein, the successful Tenderer and the Procuring Entity shall sign the contract.

61.3 Failure of the successful Tenderer to submit the Performance Security, as stated under ITT Sub Clause **Error! Reference source not found.** or to sign the Contract, as stated under ITT Sub Clause **Error! Reference source not found.**, 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.

62. **Notification of Contract Signing**	62.1	Immediately, but no later than three (3) days after the signing of contract, the Procuring Entity shall publish the contract-related information, in the format prescribed in **Format e-PW2B-C** on the his/her notice board or on its own website. The Procuring Entity shall also publish, on the BPPA website or web portal, the contract-related information together with details of the beneficial ownership of the successful Tenderer. This information shall be kept posted in the notice board or websites for at least thirty (30) days.
63. **Debriefing of Tenderers**	63.1	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.
	63.2	In the case of debriefing, confidentiality of the evaluation process shall be maintained.
64. **Adjudicator**	64.1	The Procuring Entity proposes the person named in the **TDS** to be appointed as Adjudicator under the Contract, at an indicative hourly fee and for those reimbursable expenses as specified in the **TDS**.
65. **Right to Complain and appeal**	65.1	Tenderer has the right to complain and appeal in accordance with the Sections 29 and 30 of Public Procurement Act 2006 and the Rule 72 of Public Procurement Rules, 2025. The Procuring Entity shall cause to dispose of the complaint and appeal in accordance with the provisions of Section 30 of Public Procurement Act 2006 and Rules 72-77 of Public Procurement Rules, 2025.

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 *[insert name of this Procuring Entity]*
	The Name of the Tender is: Tender Ref: Lot No(s): *[if there is more than one(1) lot, individual lots are to be identified in conformity with Section 6: Bill of Quantities]*
ITT 3.1	The source of public funds is *[state source, GoB or other source of funds].*
ITT 5.1	Tenderers possessing updated valid enlistment under [*insert name of this Procuring Entity*] are eligible to participate in the Procurement process. *[In the event this Procuring Entity does not maintain any enlistment process, it may use the enlisted Contractors of other reputable Procuring Entity (s) or such other list(s) published by BPPA in its website].*
C. Qualification Criteria	
ITT 12.1	The minimum amount of financial resources as liquid asset or working capital or credit line(s) or specific credit commitment or in any combination of them, of the Tenderers shall be Tk *[state amount]* *[usually the required liquid asset is the equivalent of 2-6 months payment flow at the average construction rate (straight line distribution), accessible or available after considering the financial requirements of existing commitments. The actual period will depend on the speed with which the Procuring Entity will pay the Contractor's monthly certificate, allowing time to prepare an invoice, for the Project Manager's time to certify it, and at least one-month contingency for preparing the cheque a* *making actual payment.* ***Example:*** *Contract Value:* *Tk 4 Cr.* *Contract period:* *12 months* *Assuming work time:* *1 month* *Invoice period:* *0.25 month* *Certification Time:* *0.25 month* *Contingency Time:* *0.5 month* *Therefore, the minimum required liquid asset will be Tk 0.66 Cr., i.e. 2 months cash flow based on the above assumptions.]* **[for Tenders where the package contains more than one (1) lot, this qualification requirements shall be mentioned separately for each lot in the package]** [The formula for setting the LA is as follows:

<table>
<tr><td></td><td>LA $= \frac{T}{N}$xE, where E=Official Cost Estimate, T = Average Time interval in months for paying interim bill, usually 2-3 and N= Duration of Construction in months).]</td></tr>
<tr><td>ITT 13.1</td><td>The following key personnel shall have the qualifications and experience mentioned against each:
<table>
<tr><th>No</th><th>Position</th><th>Total Works Experience (Years)</th></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
</table>
[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]</td></tr>
<tr><td>ITT 14.1</td><td>Tenderers shall own or have proven access to hire or lease of the major construction equipments, in full working order as follows :
<table>
<tr><th>No</th><th>Equipment Type and Characteristics</th><th>Minimum Number Required</th></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
</table>
[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]</td></tr>
<tr><td colspan="2"><h2>D. Tender Preparation</h2></td></tr>
<tr><td>ITT 21.1(f)</td><td>Income Tax Assessment Year shall be [insert assessment year];

[The Assessment Year (AY) shall be the immediate past Assessment Year of the Financial Year in which the Tender is invited. For example, if the Tender is invited in the Financial Year 2025-2026, the AY shall be 2023-2024]</td></tr>
<tr><td>ITT 21.1(h)</td><td>Tenderer shall submit with its Tender, the following additional documents:
[state 'None' if not applicable]</td></tr>
<tr><td>ITT 26.1</td><td>The Tender Validity period shall be [insert number] days.
[normally 60 to 150 days deemed reasonable]</td></tr>
<tr><td>ITT 28.1</td><td>The amount of the Tender Security shall be Tk. [state amount]
in favour of [state the name of the beneficiary]
[not exceeding three (3) percent of the official cost estimate but as a fixed amount]

[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]</td></tr>
<tr><td></td><td></td></tr>
<tr><td colspan="2"><h2>E. Tender Submission</h2></td></tr>
<tr><td>ITT 35.1</td><td>For <u>Tender submission purposes</u>, the Procuring Entity's address is:
Attention: [state full name with designation of person]</td></tr>
</table>

	Address: *[state detail address including floor and room number]* The deadline for submission of Tenders is: Time & Date:

G. Contract Award	
ITT 56.1	**Performance Security shall not be required.** **Or,** Performance Security shall be provided by the successful Tenderer in BDT currency, at the rate of [**___ *percent***] of the contract price. *[Delete the other option keeping the applicable option]* ***[• Up to Contract Price of 1.00 Crore BDT, Performance Security shall not be required.*** ***The Performance Security shall be required at a rate 5% of the contract price, if the contract price is above BDT 1 Cr.]***
ITT 57.2	The successful Tenderer shall furnish the Performance Security, where applicable for the due performance of the Contract within seven (7) working days of issuance of the Notification of Award (NoA) as per Rule 123(7) of the PPR 2025.
ITT 60.1	The Procuring Entity shall deduct at the rate of [***five (5) or ten (10) percent***] from each interim payment certificate as Retention Money. ***[• Up to Contract Price of 1.00 Crore BDT, Money to be retained from each IPC shall be ten (10) percent of the Contract Price.*** ***[• Money to be retained from each IPC shall be five (5) percent of the Contract Price, when the Contract Price is above BDT 1.00 Crore]***
ITT 61.2	The successful Tenderer shall sign the contract with the Procuring Entity within fourteen (14) days of issuance of the Notification of Award (NoA).
ITT 64.1	The Adjudicator proposed by the Procuring Entity is *[insert name and address].* The hourly fee shall be Tk *[state amount]* and the reimbursable expenses shall be limited to *[state nature of reimbursable expenses, and limitations in value, if any]* The biographical data of the Adjudicator is: *[provide relevant information, such as education, experience, age, nationality, and present position; attach additional pages as necessary]*

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) **Adjudicator** is the expert appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC Sub Clause 77.2.

(c) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of contract.

(d) **Bill of Quantities (BOQ)** means the priced and completed Bill of Quantities forming part of the Contract defined in GCC Clause 48.

(e) **Compensation Events** are those defined in GCC Clause 54.

(f) **Commencement Date** means the date notified under GCC Clause 31.1.

(g) **Competent Authority** means the authority that gives decision on specific issues as per delegation of administrative and/or financial powers.

(h) **Completion Certificate** means the Certificate issued by the Project Manager as evidence that the Contractor has executed the Works in all respects as per design, drawing, specifications and Conditions of Contract.

(i) **Completion Date** is the actual date of completion of the Works certified by the Project Manager, in accordance with GCC Clause 60.

(j) **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.

(k) **Contract Documents** means the documents listed in GCC Clause 6, including any amendments thereto.

(l) **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**.

(m) **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.

(n) **Contractor's Tender** is the completed Tender Document including the priced BOQ and the Schedules submitted by the Contractor to the Procuring Entity.

(o) **Cost** means all expenditures reasonably incurred or to be incurred by the Contractor, whether on or off the Site, including overhead, taxes, duties, fees and such other similar levies including corresponding incidental charges and premiums for banking as applicable.

(p) **Day** means calendar day unless otherwise specified as working days.

(q) **Defect** is any part of the Works not completed in accordance with the Contract Agreement.

(r) **Defects Correction Certificate** is the certificate issued by the Project Manager upon correction of defects by the Contractor.

(s) **Drawings** include calculations and other information provided in Section 10 of the Tender Document or as approved by the Project Manager for the execution and completion of the Contract.

(t) **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.

(u) **Force Majeure** means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origins not due to negligence or lack of care on the part of the Contractor; such events may include, but not be limited to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes or more as included in GCC Clause 65;

(v) **GCC** means the General Conditions of Contract.

(w) **Government** means the Government of the People's Republic of Bangladesh.

(x) **Goods** mean the Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

(y) **"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, District 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;

(z) **Intended Completion Date** is the date calculated from the Commencement Date as specified in the **PCC**, on which it is intended that the Contractor shall complete the Works as specified in the Contract and may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

(aa) **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.

(bb) **Month** means calendar month.

(cc) **Original Contract Price** is the Contract Price stated in the Procuring Entity's Notification of Award (**Form e-PW2B-6**) and further clearly determined in the **PCC**.

(dd) **Permanent works** means the permanent works to be executed by the Contractor under the Contract.

(ee) **PCC** means the Particular Conditions of Contract.

(ff) **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.

(gg) **Procuring Entity** means a Procuring Entity having administrative and financial powers to undertake procurement of Works using public funds and is as named in the **PCC** who employs the Contractor to carry out the Works.

(hh) **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 administering the Contract.

(ii) **Retention Money** means the accumulated retention moneys which the Procuring Entity retains under GCC Clause 56.

(jj) **Rules** means The Public Procurement Rules, 2025.

(kk) **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.

(ll) **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.

(mm) **Site Investigation Reports** are those that were included in the Tender Document and are factual and interpretative reports about the surface and subsurface conditions at the Site.

(nn) **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.

(oo) **Start Date** is the date given in the **PCC** and it is the last date when the Contractor shall commence execution of the Works under the Contract.

(pp) **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.

(qq) **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 (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.

(rr) **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 ancillary to Works as detailed in the **PCC**, if the value of those services does not exceed that of the Works themselves.

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

2. Interpretation

2.1 In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Contract. Words have their normal meaning under the language of the Contract unless specifically defined.

2.2 Entire Agreement:

The Contract constitutes the entire agreement between the Procuring Entity and the Contractor and supersedes all communications, negotiations and agreements (whether

written or verbal) of parties with respect thereto made prior to the date of Contract Agreement; except those stated under GCC Sub Clause 6.1(k).

2.3 Non-waiver:

(a) Subject to GCC Sub Clause 2.3(b), no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

2.4 Severability:
If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

2.5 Sectional completion:
If sectional completion is specified in the **PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Communications & Notices

3.1 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**.

3.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

3.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.

4. Governing Law

4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.

5. Governing Language

5.1 The Contract shall be written in English. All correspondences and documents relating to the Contract may be written in English or Bangla.

6. Documents Forming the Contract and Priority of Documents

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

(a) the signed Contract Agreement (Form e-PW2B-7);

(b) the Notification of Award (Form e-PW2B-6);

(c) the completed Tender and the Appendices to the Tender;

(d) the Particular Conditions of Contract;

(e) the General Conditions of Contract;

(f) the Particular Specifications;

(g) the Environmental and Social Specifications;

(h) the General Specifications;

(i) the Drawings;

(j) the priced BOQ and the Schedules; and

(k) any other document listed in the **PCC** forming part of the Contract.

7. Scope of Works

7.1 The Works to be executed, completed and maintained shall be as specified in the BOQ, the General and Particular Specifications and Drawings.

7.2 Unless otherwise stipulated in the Contract, the Works shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for completion of the Works as if such items were expressly mentioned in the Contract.

8. Assignment

8.1 Neither the Contractor nor the Procuring Entity shall assign, in whole or in part, its obligations under the Contract.

9. Eligibility

9.1 The Contractor shall be a Bangladeshi national.

9.2 All materials, equipment, plant, and supplies used by the Contractor in both permanent and temporary works and services supplied under the Contract shall have their origin in the countries except any specified in the **PCC**.

10. Gratuities / Agency fees

10.1 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.

11. Confidential Details

11.1 The Contractor's and the Procuring Entity's personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation.

11.2 Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

12. Possession of the Site

12.1 The Procuring Entity shall give possession of the Site or part(s) of the Site, to the Contractor on the date(s) stated in the **PCC**. If possession of a part of the Site is not given by the date stated in the **PCC**, 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 54.1(a). Further delays may lead to fundamental breach of contract as per GCC Sub Clause 70.1(vi).

13. Access to the Site

13.1 The Contractor shall allow the Project Manager and any person authorised by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

14. Procuring Entity's Responsibilities

14.1 The Procuring Entity shall pay the Contractor, in consideration of the satisfactory progress of 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 Agreement.

14.2 The Procuring Entity shall make its best effort to guide and assist the Contractor in obtaining, if required, any permit, license, and approvals from local public authorities for the purpose of execution of the Works under the Contract.

15. Approval of the Contractor's Temporary Works

15.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them, if they comply with the Specifications and Drawings.

15.2 The Contractor shall be responsible for design of Temporary Works.

15.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

15.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

16. Contractor's Responsibilities

16.1 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.

17. Taxes and Duties

17.1 The Contractor shall be entirely responsible for all applicable income taxes, custom duties, VAT, and other levies imposed or incurred inside and outside Bangladesh.

18. Contractor's Personnel

18.1 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.

18.2 The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or higher than those of the personnel named in the Schedule.

18.3 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.

19. Subcontracting

19.1 Any kind of Subcontracting of the Works by the Contractor shall not be permissible.

20. Project Manager's Decisions

20.1 Except where otherwise specifically stated in the **PCC**, the Project Manager will decide Contractual matters between the Procuring Entity and the Contractor in its role as representative of the Procuring Entity.

21. Instructions

21.1 The Contractor shall carry out all instructions of the Project Manager that comply with the applicable law.

22. Queries About the Contract Conditions

22.1 The Project Manager, on behalf of the Procuring Entity, will clarify queries on the Conditions of Contract.

23. Safety, Security and Protection of the Environment

23.1 The Contractor shall throughout the execution and completion of the Works and the remedying of any defects therein:

a. take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to persons and property of the public and others resulting from pollution, noise and other detrimental aspects as consequences of Contractor's operations in compliance with the **Section 9: ES Specifications;**

b. take all reasonable steps to safeguard the health and safety of all workers working on the Site and other persons entitled to be on it, and to keep the Site in an orderly state and protect community health and safety as per applicable national laws, regulations and in compliance with the **ES Specifications**;

c. use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;

d. provide and maintain fencing, lights, guards, warning signs and watching of the Works until completion and provide any Temporary Works (including roadways. footways. guards and fences) which may be necessary because of the execution of the Works. for the use and protection of the public and of owners and occupiers of adjacent land..

24. Working Hours

24.1 The Contractor shall not perform any work on the Site on the weekly holidays, or during the night or outside the normal working hours, or on any religious or public holiday, without the prior written approval of the Project Manager.

25. Welfare of Labourers

25.1 The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's personnel relating to their employment, health, safety, welfare, immigration and shall allow them all their legal rights.

25.2 The Contractor, in particular, shall provide proper accommodation to his or her labourers and arrange proper water supply, conservancy and sanitation arrangements at the site for all necessary hygienic requirements and for the prevention of epidemics in accordance with relevant regulations, rules and orders of the government.

25.3 The Contractor, further in particular, shall pay reasonable wages to his or her labourers, and pay them in time. In the event of delay in payment the Procuring Entity may affect payments to the labourers and recover the cost from the Contractor.

25.4 In addition to complying with the labour welfare provisions as per applicable national laws and regulations, the Contractor shall also comply with the labour and working conditions as required in **ES Specifications.**

26. Prohibition on Child Labour

26.1 The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development in compliance with the applicable labour laws and other relevant treaties ratified by the government.

27. Procuring Entity's and Contractor's Risks

27.1 The Procuring Entity carries the risks that the Contract states are Procuring Entity's risks and the Contractor carries the risks that the Contract states are Contractor's risks.

28. Procuring Entity's Risks

28.1 From the Start Date until the Defects Correction Certificate has been issued, the following are Procuring Entity's risks:

(a) the risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

i. use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or

ii. negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or Contracted to him except the Contractor.

(b) the risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

28.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is Procuring Entity's risk, except loss or damage due to:

(a) a Defect which existed on the Completion Date;

(b) an event occurring before the Completion Date, which was not itself Procuring Entity's risk; or

(c) the activities of the Contractor on the Site after the Completion Date.

29. Contractor's Risks

29.1 From the Start Date until the Defects Correction Certificate has been issued the risks of personal injury, death, and loss of or damage to property including without limitation, the Works, Plant, Materials, and Equipment, which are not Procuring Entity's risks are Contractor's risks.

30. Corrupt, Fraudulent, Collusive, Coercive and Obstructive Practices

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

30.2 The Contractor (including sub-contractors, agents, personnel, consultants and service providers) shall permit the Government, the BPPA 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.

30.3 For the purposes of GCC Sub Clause 30.4, the terms set forth below as follows:

(a) **"Corrupt practice"** means offering or promising to offer, directly or indirectly, any bribe, employment, valuable item or service, or financial benefit to any officer or employee of the Procuring Entity or of any other public or private authority, with the intent to influence any act,

decision, or procedure of the Procuring Entity in the course of the procurement process or contract execution, or the acceptance or solicitation of such by any officer or employee of the Procuring Entity. It shall also include any involvement of the Procuring Entity or any of its employees in corrupt, fraudulent, collusive, coercive, or obstructive practices as mentioned in this Rule;

(b) **"Fraudulent practice"** means any act of providing false statements, dishonestly concealing information, or omitting or misrepresenting or distorting facts by any person to influence a decision in the procurement process or contract execution;

(c) **"Collusive practice"** means a scheme or arrangement between two (2) or more Persons, knowingly or unknowingly involving the Procuring Entity or any of its employees, 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"** means deliberately destroying, falsifying, altering, or concealing evidence related to a procurement-related investigation, or providing false statements to an investigator so as to impede the investigation of allegations of corrupt, fraudulent, collusive, coercive, or obstructive practices; or intimidating, harassing, or threatening an investigator so as to discourage the disclosure of information or prevent the investigator from carrying out their duties, or directly or indirectly obstructing any action undertaken by the Bangladesh Public Procurement Authority (BPPA) in discharging its responsibilities assigned under the Bangladesh Public Procurement Authority Act, 2023.

30.4 Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind be determined by the Procuring Entity in competing for or in executing the Contract, is determined by the Procuring Entity, then the Procuring Entity shall take actions as per GCC Clause 70.

30.5 If corrupt, fraudulent, collusive or coercive or obstructive 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 will:

(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, for a period of maximum 2 (two) years; or

(c) PE can debar the Contractor for a period up to 2 (two) years for the procurement of all procuring entities due to termination of contract on the ground of fundamental breach of contract.

30.6 The Contractor shall be aware of the provisions on corrupt, fraudulent, collusive, coercive and obstructive practices of the Public Procurement Act, 2006 and the Public Procurement Rules, 2025.

B. Time Control

31. Commencement of Works

31.1 Except otherwise specified in the **PCC**, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Project Manager's instruction recording the agreement of both Parties on such fulfilment and instructing to commence the Works is received by the Contractor:

(a) signing of the Contract Agreement by both parties upon approval of the relevant authorities; and

(b) possession of the Site given to the Contractor as required for the commencement of the Works;

31.2 The Contractor shall commence the execution of the Works as soon as is reasonably practicable by the **Start Date** as specified in the GCC Sub Clause 1.1(oo) subject to compliance of GCC Clause 31 after the Commencement Date, and submission of updated work plan and shall then proceed with the Works with due expedition and without delay.

31.3 The drawings are to be issued by the Project Manager. The Contractor is obliged to perform the construction works in full accordance with the drawings, as an integral part of the Contract.

32. Completion of Works

32.1 The Contractor shall carry out the Works in accordance with the Program of Works submitted by the Contractor and as updated with the approval of the Project Manager as stated under GCC Clause 33 to complete them in all respects by the Intended Completion Date.

32.2 The Contractor shall carry out all the items listed in the BoQ, unless otherwise instructed by the project management team. Failure in execution of any single item listed in the BoQ without

the consent of Project Management, may be deemed as fundamental breach of Contract.

33. Program of Works

33.1 Within the time stated in the **PCC**, the Contractor shall submit to the Project Manager for approval a Programme of Works showing the general methods, arrangements, order, and timing for all the activities in the Works. The programme may be in the form of an Implementation Schedule prepared in any software or other form acceptable to the Project Manager.

33.2 The Contractor shall submit to the Project Manager for approval of an updated Programme at intervals no longer than the period stated in the **PCC**. An update of the Programme shall be a Programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

33.3 If the Contractor does not submit an updated Programme of Works at the intervals as stated under GCC Sub Clause 33.2, the Project Manager may withhold an amount as stated in the **PCC** from the next payment certificate and continue to withhold this amount until the next due payment after the date on which the overdue Programme of Works has been submitted.

33.4 The Project Manager's approval of the Programme of Works shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Project Manager again at any time for approval. A revised Programme shall show the effect of Variations and Compensation Events.

34. Pro Rata Progress

34.1 The Contractor shall maintain Pro Rata progress of the Works. Progress to be achieved shall be pursuant to GCC Clause 40 and shall be determined in terms of the value of the works done.

35. Early Warning

35.1 If at any time during performance of the Contract, the Contractor or its Subcontractors should encounter events, circumstances, conditions that may adversely affect the quality of the work, increase the original Contract Price or delay the execution of the Works, the Contractor shall promptly notify the Project Manager in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Project Manager shall evaluate the situation, and the Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.

35.2 The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the original Contract Price and Completion Date. The Contractor shall provide the estimate and the Project Manager shall further proceed as soon as reasonably possible.

36.1 The Contractor shall be entitled to an extension of the Intended Completion Date, if and to the extent that completion of the

36. Extension of Intended Completion Date

Works or any part thereof is or will be delayed by Compensation Events or a Variation.

36.2 If the Contractor considers itself to be entitled to an extension of the execution period as stated under GCC Sub Clause 36.1, the Contractor shall give notice, not later than fourteen (14) days after the Contractor became aware or should have become aware of the event or circumstance, to the Project Manager. But, in exceptional cases, the request for extension can be submitted minimum twenty-one (21) days prior to the expiry of the intended completion date.

36.3 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within twenty-one (21) days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the extension of Intended Completion Date.

36.4 The Project Manager may recommend and PE may extend the Intended Completion Date by thirty (30) percent of the original Contract time as stated under GCC Sub Clause 36.1, if a Compensation Event occurs or Variation Order issued. which does not make it possible to complete the execution of works without incurring additional cost.

36.5 In the case an extension of the Intended Completion Date required under GCC Sub Clause 36.3 is or will be more than thirty (30) percent but not beyond one hundred (100) percent of the original Contract time, approval of the Head of the Procuring Entity or an officer authorized by him or her for the same shall be required.

36.6 In exceptional cases, where an extension of the Intended Completion Date required under GCC Sub Clause 36.3 is or will be more than one hundred (100) percent of the original Contract time, approval of the Secretary of the concerned ministry or division for the same shall be required.

36.7 Except in case of Force Majeure, as provided under GCC Clause 65, a delay by the Contractor in the execution Works shall render the Contractor liable to the imposition of Liquidated Damages pursuant to GCC Clause 57, unless an extension of the Intended Completion Date is agreed upon, pursuant to GCC Clause 36.3.

37. Delays Caused by Authorities

37.1 If the following conditions apply, namely:

(a) the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities,

(b) these public authorities delay or disrupt the Contractor's work, and

(c) the delay or disruption was unforeseeable;

then this delay or disruption will be considered as a cause of delay under GCC Sub Clause 36.1.

37.2 The Project Manager shall notify the Contractor accordingly keeping the Procuring Entity posted.

38. Delays Ordered by the Project Manager

38.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

C. Quality Control

39. Execution of Works

39.1 The Contractor shall construct, install and carry out the Works in accordance with the Specifications and Drawings as scheduled in GCC Clause 6. The Project Manager should conduct regular inspection & testing to ensure that the Works are being completed by the contractor in conformity with the drawings, Bills of Quantities (BOQ) and technical specifications.

40. Examination of Works before covering up

40.1 All works under the Contract shall at all times be open to examination, inspection, measurements, testing and supervision of the Project Manager, and the Contractor shall ensure presence of its representatives at such actions provided proper advance notice is given by the Project Manager.

40.2 No part of the Works shall be covered up or put out of sight without the approval of the Project Manager. The Contractor shall give notice in writing to the Project Manager whenever any such part of the Works is ready for examination and, the Project Manager shall attend to such examination without unreasonable delay.

40.3 If the Contractor fails to give a notice to the Project Manager whenever any work is ready for inspection or testing before it is to be covered up, the Contractor shall uncover the work if required by the Project Manager and thereafter reinstate and make good all at the Contractors risk and cost.

41. Identifying Defects

41.1 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.

42. Testing

42.1 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.

42.2 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 54.

43. Rejection of Works

43.1 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.

44. Remedial Work

44.1 Notwithstanding any test or certification, the Project Manager 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.

44.2 The Contractor shall comply with the instruction issued under GCC Sub Clause 44.1 within a reasonable time, which shall be specified in the instruction, or immediately if urgency is specified under GCC Sub Clause 44.1(c).

44.3 If the Contractor fails to comply with the instruction issued under GCC Sub Clause 44.2, 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.

45. Correction of Defects

45.1 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.

45.2 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.

46. Uncorrected Defects

46.1 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

47. Contract Price

47.1 The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to Contract.

48. Bill of Quantities

48.1 The Bill of Quantities (BOQ) shall contain priced items for the construction, installation, testing, and commissioning work to be done by the Contractor.

48.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

48.3 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.

49. Processing of Variations

49.1 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.

49.2 The Project Manager may issue a **Variation 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.

49.3 Upon becoming aware of any circumstance giving rise to a Variation, the Contractor or the Service Provider shall, as soon as reasonably practicable but not after the 7th working day of awareness, submit a written notice specifying the background of such Variation together with the likely cost implications, to enable the Project Manager to examine and verify the matter. Failure by the Contractor or the Service Provider to submit such notice within the prescribed time shall bar the Contractor or the Service Provider from making any claim in this respect.

49.4 Should the Project Manager deem it necessary to issue a Variation Order, he/she shall prepare the proposed order, incorporating the Contractor's or Service Provider's submitted notice, together with the requisite plans, justification of the works or services to be executed, itemized estimates of the additional works or services, records of inspection and investigation dates, logbooks, and the estimated unit rates of each item of such works or services as

stated under GCC Clause 51 and shall submit the same to the Procuring Entity for processing its approval.

49.5 The Approving Authority that accorded approval of the original contract shall, in accordance with the Government's Delegation of Financial Powers Order, be authorized to approve any Variation Order amounting to ten (10) percent of the original contract price.

49.6 The next higher authority to the Approving Authority of the original contract shall, in accordance with the Government's Delegation of Financial Powers Order, be authorized to approve any Variation Order exceeding ten percent (10%) and up to thirty percent (30%) of the original contract price.

49.7 In no case, any Variation Order exceeding thirty percent (30%) of the original contract price shall be approved by any authority.

49.8 In cases where the competent approving authority for the Variation Proposal is the concerned Ministry or where the recommending authority is the Cabinet Committee on Government Purchase, such Variation Order may, by way of exception to the provisions set forth in GCC Sub Clauses 49.5 and 49.6, be approved by the Head of the Procuring Entity, provided that the revised contract price does not exceed the original contract price and the total value of the proposed non-contractual items (if any) under the Variation does not exceed BDT ten crore (10,00,00,000) or two percent (2%) of the original contract price, whichever is lower.

49.9 All Variations under the Contract shall be included in the updated Programme of Works produced by the Contractor.

50. Changes in the Quantities and Unit Rate

50.1 If the final proposed quantity of the work for any particular item in the BOQ increases 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, an adjustment of the unit rate of the item to allow for the change shall be required. The adjusted rate shall be applicable on the varied quantity beyond the original BOQ provision.

50.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the BOQ.

50.3 The adjusted rate shall generally be determined jointly by the PM and the Contractor.

51. Costing of Variations

51.1 Upon becoming aware of any circumstance giving rise to a Variation, the Contractor shall, as soon as reasonably practicable but not after the 7th working day of awareness, submit a written notice specifying the background of such Variation together with the likely cost implications, to enable the Project Manager to examine and verify the matter. Failure by the Contractor to submit such notice within the prescribed time shall bar the Contractor from making any claim in this respect.

51.2 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 49.1, 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.

51.3 While complying with the provisions of GGC Clauses 50 and 51, if the Contractor's quotation (wherever applicable) 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.

51.4 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning under GCC Sub Clause 35.1.

51.5 The time for processing a Variation, from its inception to its approval, shall not exceed the timelines specified in Rule 50(21) of the PPR 2025. For the purposes of this provision, the date on which the contractor first serves notice shall be deemed the inception date of the proposed Variation.

52. Certification for Payment

52.1 The basis for payment certificates shall be BOQ rates used to determine the Contract Price.

52.2 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the works executed less the cumulative amount certified previously.

52.3 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

52.4 The value of work executed shall be determined by the Project Manager.

52.5 The value of work executed may also include the valuation of Variations or Extra Work Orders, Certified Dayworks and Compensation Events.

52.6 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.

53. Payments to the Contractor

53.1 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.

53.2 Payments for Works under Variation Orders satisfactorily accomplished, pursuant to GCC Clause 49, may be made only after approval of the same by the Approving Authority or the next higher authority, as appropriate.

53.3 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.

53.4 The PE shall settle the final payment upon certification by the Project Manager and issue the Final Payment Certificate (FPC).

54. Compensation Events

54.1 The following shall be Compensation Events:

(a) The Procuring Entity does not give access to or possession of the Site or part of the Site by the Site Possession Date stated in the GCC Sub Clause 12.1;

(b) The Procuring Entity modifies the Schedule of other Contractors in a way that affects the works of the Contractor under the Contract;

(c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time;

(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;

(e) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notification of Award from the information issued to Tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site; 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;

(f) The effects on the Contractor of any of the Procuring Entity's Risks;

(g) The Project Manager unreasonably delays issuing a Completion Certificate;

(h) A situation of Force Majeure has occurred, as defined in GCC Clause 65; and

(i) Other Compensation Events described in the Contract or determined by the Project Manager in the **PCC** shall apply.

54.2 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. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended, only on justifiably acceptable grounds duly recorded.

54.3 As soon as the Contractor has provided information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost, the Project Manager shall assess it, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.

54.4 The Contractor shall not be entitled to compensation to the extent that the Procuring Entity's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Project Manager.

55. Adjustments for Changes in Legislation

55.1 Unless otherwise specified in the Contract, if between the date twenty-eight (28) days before the submission of Tenders for the Contract and the date of the last Completion Certificate, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Completion Date and/or the Contract Price, then such Completion Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract.

55.2 In the event that the rate of any direct or indirect tax (including, but not limited to, income tax, VAT, customs duties, etc.) is altered by virtue of any law, regulation, order, or other legal instrument, the Contract Price shall, subject to the approval of the Head of the Procuring Entity, be adjusted (either upward or downward) so as to ensure that the net amount payable to the Contractor remains unaffected by such legal changes.

56. Retention Money

56.1 The Procuring Entity may retain from each progressive payment due to the Contractor at the percentage specified in the **PCC** until completion of the whole of the Works under the Contract.

56.2 The total amount retained under GCC Sub Clause 56.1 shall be kept to meet any claims during the Defect Liability Period and shall be returned after the successful expiration of Defects Liability Period and the Project Manager has certified in the form of **Defects Corrections Certificate.**

57. Liquidated Damages

57.1 Except as provided under GCC Sub Clause 65, if the Contractor fails to complete the Works within the Intended Completion Date or extended Intended Completion Date of the contract or Intended Sectional Completion Date or extended sectional completion date of any section under the contract, 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. The total amount of Liquidated Damages or Delay 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.

57.2 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.

58. Performance Security

58.1 If required by the contract, the Contractor shall ensure that the Performance Security remains valid and enforceable until the issue of the Completion Certificate. If the terms of the Performance Security specify an expiry date, and the Contractor has not become entitled to receive the Performance Security by the date 28 days before the expiry date, the Contractor shall extend the validity of the Performance Security until the contractor is entitled to receive the Performance Security.

58.2 Whenever Variations and/or adjustments under GCC Clauses 49, 50 and 51 result in an accumulative increase or decrease of the Contract Price by more than twenty percent (20%) of the Accepted Contract Amount:

(a) in the case of such an increase, at the Employer's request the Contractor shall promptly increase the amount of the Performance Security by a percentage equal to the accumulative increase. or

(b) in the case of such a decrease, subject to the Employer's prior consent the Contractor may decrease the amount of the Performance Security by a percentage equal to the accumulative decrease.

58.3 The Procuring Entity shall notify the Contractor of any claim made against the Bank issuing the Performance Security.

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

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

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

(c) failure by the Contractor to extend the validity of the Performance Security.

58.5 In the event as stated under GCC Sub Clause 58.4, the Contractor is liable to pay compensation under the Contract amounting to the full value of the security or more, the Procuring Entity may call the full amount of the security.

58.6 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.

58.7 If there is no reason to call the security, the Performance Security furnished at the time of signing of the Contract Agreement shall be discharged, after the issuance of certificate of Completion of Works.

58.8 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.

59. Cost of Repairs to Loss or Damages

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

E. Completion of the Contract

60. Completion

60.1 The Contractor shall apply by notice including statements of work at completion to the Procuring Entity for issuing a Completion Certificate of the Works, and the Procuring Entity shall do so upon recommendation by the Project Manager that the Work is completed.

61. Taking Over & Issuance of Completion Certificate

61.1 The Procuring Entity shall take over the Site and the Works within seven (7) days of the Project Manager's recommendation of work completion. Then the Procuring Entity shall issue the work completion certificate as per prescribed format e-PW2B-E.

62. Amendment to Contract

62.1 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.

62.2 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

63. Final Account

63.1 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** and after the issuance of defect correction certificate, if any.

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

63.3 If it is not, the Project Manager shall issue within fifty-six (56) days a **Defects Liability Schedule** that states the scope of the corrections or additions that are necessary.

63.4 If the **Final Account of Works** submitted under GCC Sub Clause 63.1 is unsatisfactory even after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

64. As-built Drawings

64.1 If "As Built" Drawings are required, the Contractor shall supply them by the dates stated in the **PCC**.

64.2 If the Contractor does not supply the Drawings by the dates specified in GCC Sub Clause 64.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold a nominal amount specified in the **PCC** from payments due to the Contractor.

65. Force Majeure

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

(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;

(b) rebellion, terrorism, sabotage by persons other than the Contractor's personnel, revolution, insurrection, military or usurped power, or civil war;

(c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's personnel;

(d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity; and

(e) natural catastrophes such as fires, floods, epidemics, quarantine restrictions, freight embargoes, cyclone, hurricane, typhoon, tsunami, storm surge, earthquake, hill slides, landslides, and volcanic activities.

65.2 The Head of Procuring Entity decides the existence of a Force Majeure that will be the basis of the issuance of order for such event.

66. Notice of Force Majeure

66.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice, within fourteen (14) days after the party became aware, to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented.

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

67. Consequences of Force Majeure

67.1 The Contractor shall not be liable for forfeiture of its security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

67.2 If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under GCC Sub Clause 66, and suffers delay and/or incurs cost by reason of such Force Majeure, the Contractor shall be entitled subject to GCC Sub Clause 77 to:

(a) an extension of time for any such delay, if completion is or will be delayed, under GCC Clause 36, and

(b) if the event or circumstance is of the kind described sub-paragraphs (a) to (e) of GCC Sub Clause 65.1 occurs in the country, payment of any such cost, including the costs of rectifying or replacing the Works damaged or destructed by Force Majeure, to the extent they are not indemnified through the insurance policy.

67.3 After receiving notice under GCC Sub Clause 66.1, the Project Manager shall proceed to determine these matters under the provisions of the Contract.

68. Release from Performance

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

(a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and

(b) the sum payable by the Procuring Entity to the Contractor shall be the same as would have been payable under GCC Sub Clause 74.3 if the Contract had been terminated under GCC Sub Clause 72.3.

F. Termination and Settlement of Disputes

69. Notice to Correct

69.1 If the Contractor fails to carry out any obligation under the Contract the Project Manager may, by giving a Notice to the Contractor, require the Contractor to make good the failure and to remedy it within a specified time ('Notice to Correct' in these Conditions).

The Notice to Correct shall:

(a) describe the Contractor's failure to comply with any contractual obligations;
(b) state the Sub-Clause and/or provisions of the Contract under which the Contractor has the obligation; and
(c) specify the time within which the Contractor shall remedy the failure, which shall be reasonable, taking due regard of the nature of the failure and the work and/or other action required to remedy it.

69.2 After receiving a Notice to correct the Contractor shall immediately respond but not later than 5 (five) days by giving a reply to the Project Manager describing the measures the Contractor will take to remedy the failure, and stating the date on which such measures will be commenced in order to comply with the time specified in the notice to correct. The time specified in the notice to correct shall not imply any extension of the Time for Completion.

70. Termination for Default

70.1 The Procuring Entity or the Contractor, without prejudice to any other remedy for breach of Contract, by giving fourteen (14) working-days written Notice of Termination mentioning the clause of breach to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of Contract. 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 or the Contractor stops works repeatedly without any valid ground and the stoppage has not been authorized by the Project Manager.
ii. the Contractor fails to commence the work within the Start date;
iii. the Contractor does not maintain a Security, which is required;
iv. the Contractor fails to comply with instructions of the Notice to Correct as specified in GCC Clause 69;
v. the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within eighty-four (84) days;
vi. the Procuring Entity fails to handover the full works-site or a substantial portion of the works-site to the Contractor within eighty-four (84) days of contract signing.

vii. 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;

viii. 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 Clause 57;

ix. the Contractor has subcontracted any part of whole of the contract with contrary to the provision of GCC Sub Clause 19.1.

x. the Contractor, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent or collusive or coercive or obstructive practices as defined in GCC Sub Clause 30, in competing for or in executing the Contract.

xi. A payment certified by the Project Manager is not paid by the Procuring Entity to the Contractor within eighty-four (84) days of the date of the Project Manager's certificate.

71. Procedure for Termination for Default:

71.1 If any of the events pointed out under GCC Sub Clause 70.1 or any such event that is not listed in that clause but can be deemed as a fundamental breach of a contract happens, the affected party shall notify (first notice- Notice of Default) the defaulted party of such event and its intention to terminate the contract making reference(s) to the relevant GCC Clauses and ask the defaulted party the reason why the affected party will not terminate the contract with a 21-day timeline from the issuance of the first notice to provide any clarification.

71.2 If the affected party receives a reasonable clarification on the breaching event from the defaulted party or the defaulted party attempts and accomplishes any remedial action to mitigate the breach event, the affected party may affirm the contract without limiting its right to terminate the contract for any other fundamental breach by the defaulted party.

71.3 If the affected party does not receive any response or receive an unacceptable clarification on the breach event, it may terminate the contract mentioning an immediate effective date through a final notice.

71.4 In case of the contractor being the defaulted party, the final notice will be issued by the Procuring Entity getting approval from the Head of the Procuring Entity and the contractor shall not perform any activity in the Site after having the final notice.

71.5 The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity.

72. Procedure for Termination for other causes

72.1 <u>Termination for Insolvency</u>

The Procuring Entity and the Contractor may at any time terminate the Contract by giving twenty-one (21) days written

notice to the other party if either of the party becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

72.2 **Termination for Convenience**

a) The Procuring Entity, by giving twenty-one (21) days written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

b) The Procuring Entity shall not terminate the contract under GCC Sub Clause 72.2 (a) in order to execute the Works itself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor as stated under GCC Sub Clause 70.1.

72.3 **Termination for Force Majeure/ Frustration**

a) If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

b) The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them. Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

73. Events following Termination by Procuring Entity

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

a) to have any portion completed by the Contractor at the Contract terms and prices; and /or

b) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Works and for materials and parts previously procured by the Contractor, or

c) except in the case of termination for convenience as stated under GCC Sub Clause 72.2, engage another Contractor to complete the Works, and in that case the Contractor shall be liable to the Procuring Entity for any amount as specified in GCC Sub Clause 74.1.

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

73.3 The expiration of the Intended Completion Date under GCC Clause 36 and, the initiation of settlement of disputes like amicable or adjudication and arbitration under GCC Clause 77 shall not be deemed a termination of the Contract under GCC Clause 70.

74. Payment upon Termination

74.1 If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 70.1 by the Contractor, the Project Manager shall issue a certificate for the value of the Works done and Plant and Materials ordered to the date of the issue of the certificate and, further deduct the amount of compensation for the works not completed, as indicated in the **PCC**. This amount can be realised from the payable amount to be received by the contractor, if any or from Performance Security. 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 which may be realised from other contractual dues to the Contractor.

74.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Project Manager shall issue a payment certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's foreign personnel employed solely on the Works and recruited specifically for the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

74.3 If the Contract is terminated for reasons of Force Majeure, the Project Manager shall determine the value of the work done and issue a Payment Certificate which shall include:

(a) the amounts payable for any work carried out for which unit rates or prices are stated in the Contract;

(b) the cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Procuring Entity when paid for by the Procuring Entity, and the Contractor shall place the same at the Procuring Entity's disposal;

(c) other costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;

(d) the cost of removal of Temporary Works and Contractor's Equipment from the Site; and

(e) the cost of repatriation of the Contractor's staff and labour employed wholly in connection with the Works at the date of termination.

74.4 If the Contract is terminated for reasons of Insolvency, the Project Manager shall determine the value of the work done and issue a Payment Certificate which shall include.

(a) the amounts payable for any work carried out for which unit rates or prices are stated in the Contract;

(b) the cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Procuring Entity when paid for by the Procuring Entity, and the Contractor shall place the same at the Procuring Entity's disposal;

74.5 Before issuing the payment certificate under the GCC Sub-clauses 74.1, 74.2, 74.3 and 74.4, the procuring entity shall jointly measure the quantity and value of works with the contractor or its authorized representative by giving a notice of at least 7(seven) days prior to the joint measurement. If the contractor fails to attend the joint measurement, the Project Manager and its representatives shall finalize the quantity and value of materials, plant, equipment and works done and the amount shall be binding for all the parties.

75. Property

75.1 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 stated under GCC Sub Clause 70.1.

G. Claims, Disputes and Arbitration

76. Contractor's Claims

76.1 If the Contractor considers himself to be entitled to any extension of the Completion Time and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Procuring Entity, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than twenty-eight (28) days after the Contractor became aware, or should have become aware, of the event or circumstance.

76.2 If the Contractor fails to give notice of a claim within such period of twenty-eight (28) days, the Intended Completion Date shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim.

76.3 Within forty two (42) days after the Contractor became aware or should have become aware of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed, for settlement.

77. Settlement of Disputes

77.1 **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.

77.2 **Adjudication**

(a) If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within fourteen (14) days of notification of the Project Manager's decision in writing.

(b) The Adjudicator named in the **PCC** is jointly appointed by the parties. In case of disagreement between the parties, the Appointing Authority designated in the **PCC** shall appoint the Adjudicator within fourteen (14) days of receipt of a request from either party.

(c) The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it.

(d) The Contractor shall make all payments (fees and reimbursable expenses) to the Adjudicator, and the Procuring Entity shall reimburse half of these fees through the regular progress payments.

(e) Should If the Adjudicator resign or die, or should if the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be

jointly appointed by the Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor the Adjudicator shall be designated by the Appointing Authority within fourteen (14) days of receipt of a request from either party as stated under GCC Sub Clause 77.2 (b)

77.3 **Arbitration**

(a) If the parties are unable to reach a settlement as per GCC Clauses 77.1 and 77.2 within twenty-eight (28) days from the date of decision made by the Adjudicator as per GCC Sub Clause 77.2(c), either party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub Clause 77.3(b).

(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(l)	The Contractor is *[Name and address]*
GCC 1.1(z)	The Intended Completion Date for the whole of the Works shall be *[insert date]* *[to be calculated from the Commencement Date]*
GCC 1.1(cc)	The original Contract Price is *[insert the amount in the NOA]*
GCC 1.1(gg)	The Procuring Entity is *[Name and address]*
GCC 1.1(hh)	The Project Manager is *[Name and address]*
GCC 1.1(ll)	The Site is located at *[location]* and is defined in drawings No: *[insert numbers]*
GCC 1.1(oo)	The Start Date shall be *[insert date]* *[it is the last date when the Contractor shall start execution of the Works under the Contract. The recommended date should be 14-21 days after the commencement date; refer to GCC Clause 39]*
GCC 1.1(rr)	The Works consist of *[insert brief summary]*
GCC 2.5	Sectional Completion Dates are: *[state part of the works and the corresponding dates, if applicable]*
GCC 3.1	The Procuring Entity's address for the purpose of communications under this contract is: Contact person: Address: Tel: e-mail address:
	The Contractor's address for the purpose of communications under this contract is : Contact person: Address: Tel: e-mail address:

<table>
<tr><td>GCC 6.1 (k)</td><td>Other documents forming part of the Contract are:

[list other documents viz. Schedule of Equipment, Site Investigation Reports, relevant correspondences prior to signing of the Contract agreement etc.]</td></tr>
<tr><td>GCC 9.2</td><td>Materials, Equipment Plants and supplies shall not have their origin in the following countries:

[state countries, if applicable]</td></tr>
<tr><td>GCC 12.1</td><td>Possession of the Site or part(s) of the Site, to the Contractor shall be given on the following date(s);

[state date or dates of possession of site, normally within 28 (twenty-eight) days from the date of Contract signing]</td></tr>
<tr><td>GCC 18.1</td><td>The following Key Personnel to carry out the functions stated in the Schedule shall be employed by the Contractor:

<table>
<tr><th>No</th><th>Name of Key Personnel</th><th>Position</th></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
</table>
</td></tr>
<tr><td>GCC 20.1</td><td>The Contractual matters between the Procuring Entity and the Contractor shall be decided by

[state only if other than the Project Manager]</td></tr>
<tr><td>GCC 31.1</td><td>Commencement Date shall be [insert date]</td></tr>
<tr><td>GCC 33.1</td><td>The Contractor shall submit a Program for the Works within [insert days] days of signing the Contract.
[usually fifteen (15) days]</td></tr>
<tr><td>GCC 33.2</td><td>The period between Program updates is [state interval]</td></tr>
<tr><td>GCC 33.3</td><td>The amount to be withheld for late submission or non-submission of an updated Program is [state amount].
[The amount could be any amount between BDT 10000 to BDT 15000.]</td></tr>
<tr><td>GCC 45.1</td><td>The Defects Liability Period is [state months]
[usually Defect Liability Period is twelve (12) months to cover at least one complete monsoon season].</td></tr>
<tr><td>GCC 53.3</td><td>The particulars of the Bank Account nominated are as follows:
Title of the Account : [insert title to whom the Contract awarded]</td></tr>
</table>

	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 : e-mail address : *[information furnished by the Contractor shall be substantiated by the concerned Bank and authenticated by the Procuring Entity]*
GCC 54.1(i)	The following additional events shall also be the Compensation Events: *[list events or state 'none']*
GCC 56.1	The Procuring Entity shall deduct at the rate of [***five (5) or ten (10) percent***] from each interim payment certificate as Retention Money. *[Up to Contract Price of 1.00 Crore BDT, Money to be retained from each IPC shall be ten (10) percent of the Contract Price.* *[Money to be retained from each IPC shall be five (5) percent of the Contract Price, when the Contract Price is above BDT 1.00 Crore]*
GCC 57.1	The amount of Liquidated Damages is [*insert between 0.03 and 0.05 percent*] of the contract value as applicable, per day of delay. Guide to application of GCC Sub Clause 57.1 above *[Liquidated damages is equivalent to an amount to be determined in accordance with the following formulae]* T = VxPx n *Where;* T = *Total amount of Liquidated Damages* V = *Contract Value* 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 is *[insert≤ ten (10)*] percent of the Contract Price of the whole of the Works.
GCC 64.1	'As- built' drawings are required; Or, 'As- built' drawings are not required; *[Delete the inapplicable one]* The date by which "**as-built**" drawings are required is *[insert date]*
GCC 64.2	The amount to be withheld for failing to produce "**as-built**" drawings by the date required is Tk *[insert amount]* *[usually an amount required to produce such drawings]*

GCC 74.1	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 **[insert between 15 (fifteen) and 25 (twenty-five)]** percent of the revised official cost estimate of the uncompleted works. [usually depending on the nature of the Works]
GCC 77.2 (b)	The Adjudicator jointly appointed by the parties is: Name: Address: Tel No: e-mail address:
	In case of disagreement between the parties, the Appointing Authority for the Adjudicator is the President of the Institution of Engineers, Bangladesh (IEB).
GCC 77.3 (b)	The arbitration shall be conducted in the place mentioned below; [*state name of place with location and district*]

Section 5. Tender and Contract Forms

Form	Title
	Tender Forms
e-PW2B-1	Tender Submission Letter
e-PW2B-2	Tenderer Information
e-PW2B-3	Personnel Information
e-PW2B-4	Bank Guarantee for Tender Security (*when this option is chosen*)
e-PW2B-5	Bank's Letter of Commitment for Line of Credit (*when this option is chosen*)
	Contract Forms
e-PW2B-6	Notification of Award
e-PW2B-7	Contract Agreement
e-PW2B-8	Bank Guarantee for Performance Security (*when this option is chosen*)
e-PW2B-9	*Contract Amendment*

Forms e-PW2B-1 to e-PW2B-5 are the contents of the Tender Forms and should be completed as stated in ITT Clauses 21.

Forms e-PW2B-6 to e-PW2B-9 are the contents of the Contract Forms as stated in GCC Clause 6.

e-Tender Submission Letter (Form e-PW2B-1)

[This format shall be completed and signed by the Tenderer or his/her Authorised Signatory, without alterations, on the Letter-head pad of the Tenderer]

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

In accordance with ITT Clause 22 and 23, the price applies to our Tender.

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

(a) our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 26.1) 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 submitted in e-GP System through e-GP Registered Bank in the amount stated in the Tender Data Sheet (ITT Sub Clause 28.1) and valid for a period of twenty-eight (28) days beyond the Tender Validity date;

(c) if our Tender is accepted and if it is required by the Procuring Entity, we commit to furnishing a Performance Security within the time stated under ITT Sub Clause 57.2 in the amount stated in the Tender Data Sheet (ITT Sub Clause 55.1) and in the form specified in the Tender Data Sheet (ITT Sub Clause 57.1) valid for a period of twenty-eight (28) days beyond the date of issue of the Completion Certificate of the Works;

(d) we have examined and have no reservations to the Tender Document including Addendum issued in accordance with the Instructions to Tenderers (ITT Clause 9)*;*

(e) we, for any part of the contract resulting from this Tender process, have nationals from Bangladesh only, in accordance with ITT Sub Clause 5.1;

(f) we are submitting this Tender as a sole Tenderer in accordance with ITT Sub Clause 17.1

(g) we declare that we are not associated, nor have been associated in the past, directly or indirectly, with a consultant or any other entity that has prepared the design, specifications and other documents in accordance with ITT Sub Clause 5.5;

(h) we have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive, coercive or obstructive practices in accordance with ITT Sub Clause 5.6;

(i) furthermore, we are aware of ITT Clause 4 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;

(j) we confirm that we are not currently suspended or debarred in connection with ITT Clause 5.7,

(k) we are not participating as Tenderer 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;

(l) we confirm that we do not have a record of insolvency, receivership, bankrupt or being wound up, our business activities were not been suspended, and it was not been the subject of legal proceedings in accordance with ITT Sub Clause 5.8;

(m) we confirm that we have fulfilled our obligations to pay taxes and social security contributions applicable under the relevant national laws and regulations of Bangladesh in accordance with ITT Sub Clause 5.4;

(n) we understand that you reserve the right to reject all the Tenders or annul the Tender proceedings, without incurring any liability to Tenderer, in accordance with ITT Clause 50.

(o) The total price of our Tender is mentioned in the Grand summary as auto-generated by the e-GP system.

Tenderer Information (Form e-PW2B-2)

[This format shall be completed and signed by the Tenderer or his/her Authorised Signatory, without alterations, on the Letter-head pad of the Tenderer]

1.	Eligibility Information of the Tenderer [ITT –Clauses 5 & 25]	
1.1	Nationality of individual or country of registration	
1.2	Tenderer's legal title	
1.3	Tenderer's registered address	
1.4	Tenderer's legal status *[complete the relevant box]*	
	Proprietorship (Please mention name and NID of the proprietor)	
	Partnership (Please mention name and NID of the partners)	
	Limited Liability Concern (Please mention name and NID of CEO or MD and the Directors (members of Board of Directors) and/ or Shareholders (at least 10% shares) of the concern)	
	Others [please describe, if applicable]	
1.5	Tenderer's year of registration	
1.6	Tenderer's authorised representative details	
	Name	
	National ID number	
	Address	
	Telephone numbers	
	e-mail address	
1.7	Tenderer to attach photocopies of the original documents mentioned aside	[All documents required under ITT Clauses 5 and 25]
1.8	Tenderer's Value Added Tax Registration (VAT) Number	
1.9	Tenderer's Tax Identification Number (TIN)	

2. Qualification Information of the Tenderer [ITT Clause 25]

2.4	Liquid assets available to meet the construction cash flow [ITT Sub Clause 12.1]		
	No	Source of Financing	Amount Available
In order to confirm the above statements, the Tenderer shall submit, as applicable, the documents mentioned in ITT Sub Clause 25.1(c)			
2.5	Contact Details [ITT Sub Clause 25.1 (f)]		
	Name, address, and other contact details of Tenderer Bankers and other Procuring Entity(s) that may provide references, if contacted by this Procuring Entity		
2.6	Qualifications and experience of key technical and administrative personnel proposed for Contract administration and management [ITT Sub Clause 25.1 (d)]		
	Name	Position	Years of General Experience	Years of Specific Experience
[*Tenderer to complete details of as many personnel as are applicable. Each personnel listed above should complete the Personnel Information (Form e-PW2B-3*)]				
2.7	Major Construction Equipment proposed to carry out the Contract [ITT Sub Clause 25.1 (e)]			
	Item of Equipment		Condition (new, good, average, poor)	Owned, leased or to be purchased (state owner, lessor or seller)
[Tenderer to list details of each item of major construction equipment, as applicable]				

Personnel Information (Form e-PW2B-3)

[This Form should be completed for each person proposed by the Tenderer in Form e-PW2B-2 where applicable]

A. Proposed Position (tick the relevant box)		
☐ Construction Project Manager	☐ Prime Candidate	☐ Alternative Candidate
☐ Key Personnel	☐ Prime Candidate	☐ Alternative Candidate
B. Personal Data		
Name		
Date of Birth		
Years overall experience		
National ID Number		
Years of employment with the Tenderer		
Professional Qualifications: 1.		
C. Present Employment *[to be completed only if not employed by the Tenderer]*		
Name of Procuring Entity (working under):		
Address of Procuring Entity (working under):		
Present Job Title:		
Years with present Procuring Entity:		
Tel No:	Fax No:	e-mail address:
Contact *[manager/personnel officer]:*		
D. Professional Experience		
Summarise professional experience over the past twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.		

	From	To	Company / Project / Position / Relevant technical and management experience.
1			
2			

Bank Guarantee for Tender Security (Form e-PW2B-4)

[This is the format for the Tender Security to be issued by any scheduled Bank of Bangladesh without alteration, in accordance with ITT Clause 28 & 29]

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) fails to furnish Performance Security within the specified timeline or Tenderer's submitted Performance Security has been found unauthentic; or
(b) refuses or fails to sign the Contract, or
(c) involves in any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind

This guarantee will expire

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

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

Signature Signature

Letter of Commitment for Bank's Undertaking for Line of Credit (Form e-PW2B-5)

[This is the format for the Credit Line to be issued by any scheduled Bank of Bangladesh, without alterations, in accordance with ITT Clause 25.1(c).]

Invitation for Tender No: Date:

Tender Package No:

Lot No (*when applicable*)
To:

[*Name and address of the Procuring Entity*]

CREDIT COMMITTMENT 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 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 e-PW2B-6)

Reference No: Date:

To:
[Name of the successful tenderer]

This is to notify you that your Tender dated [*insert date*] for the execution of the Works for [*name of Contract*] for the Contract Price of BDT [*state amount in figures and in words*] as evaluated in accordance with the Instructions to Tenderers, has been approved by the competent authority.
You are, thus, requested to take following actions:

i. if required by the TDS, furnish a Performance Security in the specified format and in the amount of Tk [*state amount in figures and words*], within seven (7) working days as per Rule 123(7)] working days of issuance of this letter but no later than [specify the date of the last working day of the allowed time] in accordance with ITT Clause No 57.

ii. sign the Contract within fourteen (14) days of issuance of this letter but no later than [specify the date of the last working day of the allowed time] in accordance with ITT Clause 61.

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 authorized to sign for and or behalf of
[name of Procuring Entity]
Date:

Contract Agreement (Form e-PW2B-7)

THIS AGREEMENT made the *[day]* day of *[month][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 Tenders for certain works, viz, *[brief description of works]* and has accepted a Tender by the Contractor for the execution of those works in the sum of Taka *[Contract Price in figures and in words]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.

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

   (a) the signed Contract Agreement
   (b) the Notification of Award
   (c) the completed Tender and the Appendix to the Tender
   (d) the Particular Conditions of Contract
   (e) the General Conditions of Contract
   (f) the Technical Specifications
   (g) the ES Specifications
   (h) the General Specifications
   (i) the Drawings
   (j) the priced BOQ and the Schedules
   (k) any other document listed in the **PCC** forming part of the Contract.

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For the Procuring Entity For the Contractor

Signature
Name
National ID No.
Title
In the presence of Name
Address

Bank Guarantee for Performance Security (Form e-PW2B-8)

[This is the format for the Performance Security to be issued by any scheduled Bank of Bangladesh, without alteration, in accordance with ITT Clause 57]

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

Contract Amendment (Form e-PW2B-9)

[Insert Full Contact Details of the Procuring Entity]

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

Section 6. Bill of Quantities

Guidance Notes on the Bill of Quantities

Objectives

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

(a) to provide sufficient information on the quantities of Works to be performed to enable Tenders to be prepared efficiently and accurately; and

(b) when a Contract has been entered into, to provide a priced BOQ for use in the periodic valuation of Works executed.

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

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

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

A sample format has been suggested.

Unit Rates and Price

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 and premiums for banking and insurances, as applicable and, thus forth the total Tender Price quoted by the Tenderers

Daywork Schedule

A Daywork Schedule is commonly used in contracts where the likely incidence of unforeseen work cannot be covered by definitive descriptions and approximate

quantities in the BOQ. A Daywork Schedule should therefore be included only if the probability of unforeseen work, outside the items included in the BOQ, is high. To facilitate checking by the Procuring Entity of the realism of rates quoted by the Tenderers, the Daywork Schedule should normally comprise the following:

(a) a list of the various classes of labour, materials, and construction plant for which basic Daywork unit rates or prices are to be quoted by the Tenderer, together with a statement of the conditions under which the Contractor will be paid for work executed on a Daywork basis.

(b) quantities for each item of Daywork, to be priced or quoted by each Tenderer at Daywork rates as Tender.

If a Daywork Schedule is to be included ***at all*** in the Tender Document, it shall include nominal quantities against the items most likely to be used and the unit rates or prices quoted by the Tenderer shall remain invariable whatever the quantities ordered.

A sample format of the Schedule has been suggested.

Provisional Sums

A general provision for physical contingencies (quantity overruns) or for meeting other essential expenditures may be made by including a provisional sum in the Summary BOQ. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary BOQ. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arise.

A sample format has been suggested.

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

Bill of Quantities

Name of Works:_____

IFT No._____ Package No._____Lot No._____

Item no.	Item Code (if any)	Description of Item	Unit	Quantity	Unit Rate		Amount	
					In figures	In words	In figures	In words
1	*2*	*3*	*4*	*5*	*6*	*7=6*	*8=5x6*	*9=8*
to be filled in by the Procuring Entity					*to be quoted and filled in by the Tenderer*			
100 General Items								
101 [example]	04-548-08 [example]	Excavate topsoil to maximum..... [example]	m3 [example]	35 [example] ample	Tk.55.15 [example]	Taka Fifty Five and Paisa Fifteen Only [example]	Tk.1,930.25 [example]	Taka One Thousand Nine Hundred Thirty and Paisa Twenty Five Only [example]
102								
103								
& so on								
Sub-total of 100 for General Items								
200 Preliminary Items								
201								
& so on								
Sub-total of 200 for Preliminary Items								
300 Main Items								
301								
& so on								
Sub-total of 300 for Main Items								
400 Other Items								
401								
& so on								
Sub-total of 400 for Other Items								
500 Misc. Items								
501								
502								
& so on								
Sub-total of 500 for Misc. Items								
GRAND TOTAL								

Tender Price quoted by the Tenderer: [ ]% (percent) above / below / at par the total estimated cost in the BOQ

This BOQ 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 and premiums for banking and insurances, as applicable and thus forth the total Tender Price quoted by the Tenderers.
3. Follow the Guidance notes under **Section 6** in filling this Schedule.

Section 7. General Specifications

Notes on Specifications

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

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

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

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

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

THESE NOTES FOR PREPARING SPECIFICATIONS ARE INTENDED ONLY AS INFORMATION FOR THE PROCURING ENTITY OR THE PERSON DRAFTING THE TENDER DOCUMENT AND SHOULD NOT BE INCLUDED IN THE FINAL TENDER DOCUMENT.

Section 8. Particular Specifications

Notes on Particular Specifications

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

Section 9. ES Specifications

(Environmental and Social Aspects)

The Tenderer shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ES-MSIP) as required by Clause no 23 to 26 of the **General Conditions of Contract**. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Tenderer shall have regard to the ES provisions of the contract including those as may be more fully described in the Works Requirements in **General Conditions of Contract**.

[All construction works such as roads, bridges, buildings and facilities, dams, embankments, port development etc. generally have an impact on the environment, on the workers and project affected people and local community. The ES specification should be prepared to avoid, minimize or mitigate all such risk and impacts. Being informed by the environmental and social assessment and other ES documents, the PE will prepare the specification that will spell out ES management plans specific to the project/Works. The PE will utilize available expertise within the organization or where such expertise is not present, will hire independent expert to prepare this specification. The extent of these provisions will depend on the nature and scale of the Work and the potential environmental and social risks and impacts that could result.
PEs shall also follow the available sector specific guidance notes or good international industrial practice for preparing specifications in any particular sector, such as building construction, road and bridge construction, power transmission lines etc. Additionally, specific reference may also be made to relevant chapters of BNBC 2020. These include, inter alia, chapter1: Constructional Responsibilities and Practices, Chapter 2: Storage, Stacking and Handling Practices, Chapter 3: Safety During Construction, and Chapter 4: Demolition Work of PART VIII, etc.]

Specific requirements relating to GCC 23.1

[Please describe specific requirements relating to preparation and implementation of various ES risk management plans; development and implementation of procedures to establish and maintain a safe working environment. The Occupational Health and Safety (OHS) and Community Health and Safety (CHS) plans and implementation procedures shall ensure that workplaces, machinery, equipment and processes under the control of the contractor are safe and without risk to health, including by use of appropriate measures relating to chemical, physical and biological substances and agents.
Also, please describe specific requirements relating to air pollution control including dust suppression, surface water pollution, collection and disposal of solid waste from the construction site, preparation and implementation of traffic management plan, plan for avoiding impact on the natural habitats and the biodiversity, optimization of the use of resources during the construction work, capacity building activities for the workers etc.]

Specific requirements relating to GCC 25.4

[Please describe specific requirements relating to grievance mechanism for Contractor's Personnel to raise workplace concerns and requirements related to Code of Conduct for the Contractor's Personnel.]

Section 10. Drawings

Notes on Drawings

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

Annexures: Formats

Format	Title
Format e-PW2B-A	Invitation for Tender (IFT)
Format e-PW2B-B	Reporting Contract Award
Format e-PW2B-C	Public Reporting on Contract Signing
Format e-PW2B-D	Commencement of Works
Format e-PW2B-E	Completion Certificate

Format: e-PW2B-A: Invitation for Tenders (IFT)

*The **Invitation for Tenders (IFT)** is a copy of the standard format as appears on the website and used for published advertisement that provides relevant and essential information to help Tenderers to decide whether or not to participate in the particular Tender. This is provided in the Tender Document for information only. This should not be included in the FINAL DOCUMENT.*

Invitation for Tenders

[This is the website format and as used for published advertisement.
It is not part of the Tender Document and included in this Document for information only]

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH								
1	Ministry/Division	< select >						**V**
2	Agency	< select >						**V**
3	Procuring Entity Name	< type in name >						
4	Procuring Entity Code	Not used at present						
5	Procuring Entity District	< select >				**V**		
6	Invitation for	< select >	**V**	< select >		**V**	< select >	**V**
7	Invitation Ref No	< type in name >						
8	Date	< select >				**V**		
KEY INFORMATION								
9	Procurement Method	< select >				**V**	< select >	**V**
FUNDING INFORMATION								
10	Budget and Source of Funds	< select >				**V**		
11	Development Partners (if applicable)	< type in name >						
PARTICULAR INFORMATION								
12	Project / Program Code (if applicable)	< use MOF code >						
13	Project / Program Name (if applicable)	< use MOF name >						
14	Tender Package No.	< type in name >						
15	Tender Package Name	< type in name >						
		Date						
16	Tender Publication Date	< select >	**V**					
17	Tender Last Selling Date *[up to the day prior to the day of Deadline for Submission]*	< select >	**V**					
		Date				**Time**		
18	Tender Closing Date and Time	< select >	**V**			< select >		**V**
19	Tender Opening Date and Time	< select >	**V**			< select >		**V**
20	Name & Address of the office(s)	**Address**						
	- Selling Tender Document (Principal)	< type in name >						
	- Selling Tender Document (Others)	< type in name >						
NO CONDITIONS APPLY FOR SALE , PURCHASE OR DISTRIBUTION OF TENDER DOCUMENTS								
	- Receiving Tender Document	< type in name >						
	- Opening Tender Document	< type in name >						
21	Place / Date / Time of	< type in name >						
	Pre-Tender Meeting (Optional)	**Date**			**Time**			
		< select >	**V**		< select >			**V**
INFORMATION FOR TENDERER								
22	Brief Eligibility and Qualification of Tenderer	< type in name >						
23	Brief Description of Works	< type in name >						
24	Brief Description of Physical Services	< type in name >						
25	Price of Tender Document (Tk)	< type in price >						

	Lot No	Identification of Lot	Location	Tender Security Amount (Tk)	Completion Time in Weeks/Months
26	1	< type in name >	< type in name >	<type in>	<type in>
27	2	< type in name >	< type in name >	<type in>	<type in>
28	3	< type in name >	< type in name >	<type in>	<type in>
29	4	< type in name >	< type in name >	<type in>	<type in>

30	Name of Official Inviting Tender	< type in name >		
31	Designation of Official Inviting Tender	< type in name >		
32	Address of Official Inviting Tender	< type in name >		
33	Contact details of Official Inviting Tender	< Tel. No. >	< Fax No. >	< e-mail >
34	The Procuring Entity reserves the right to reject all the Tenders or annul the Tender proceedings			

<select> : these fields are “pop-up” fields and the procuring entity will only have to select the correct name, address or date in order to complete the form.<type in name> : these fields are to be completed by typing in the relevant data.

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Format: e-PW2B-B: Reporting Contract Award

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH	
1	Ministry/Division
2	Agency
3	Procuring Entity Name
4	Procuring Entity Code
5	Procuring Entity District
6	Contract Award for
7	Invitation/Proposal Ref. No
KEY INFORMATION	
8	Procurement Method
FUNDING NEGRMATION	
9	Budget and Source of Funds
10	Development Partners (if applicable)
PARTICULAR INFORMATION	
11	Project/Program Code (if applicable)
13	Project/Program Name (if applicable)
14	Tender/Proposal Package No.
15	Tender/Proposal Package Name
16	Date of Advertisement
17	No. of Tenders/Proposals Sold
18	No. of Tenders/Proposals Received
19	No. of Responsive Tenders/Proposals
20	Name of Responsive Tenderers/Consultants
21	Date of Notification of Award
INFORMATION ON AWARD	
22	Accepted Tender/Proposal Price
23	Name of the Successful Tenderer/Consultant
24	Tenderer ID of the Successful Tenderer/Consultant (If any)
PROCURING ENTITY DETAILS	
25	Name of Authorized Officer
26	Designation of Authorized Officer

Format: e-PW2B-C: _Public Reporting on Contract Signing

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH	
1	Ministry/Division
2	Agency
3	Procuring Entity Name
4	Procuring Entity Code
5	Procuring Entity District
6	Contract Award for
7	Invitation/Proposal Ref. No
KEY INFORMATION	
8	Procurement Method (National/International)
FUNDING NEGRMATION	
9	Budget and Source of Funds
10	Development Partners (if applicable)
PARTICULAR INFORMATION	
11	Project/Program Code (if applicable)
13	Project/Program Name (if applicable)
14	Tender/Proposal Package No.
15	Tender/Proposal Package Name
16	Date of Advertisement
17	Date of Notification of Award
18	Date of Contract Signing
19	Expected Date of Contract Completion
INFORMATION ON CONTRACT AND BENEFICIAL OWNERSHIP	
20	Contract Price
21	Name of the Economic Operator (Supplier/Contractor/Service Provider/ Consultant)
22	Tenderer ID of the Economic Operator (If any)
23	Name of the Owner/Partners/CEO or MD/ Directors/Shareholders of the Economic Operator (As per NID)
24	NID Number of the Owner/Partners/ CEO or MD/ Directors/Shareholders of the Economic Operator
25	Business Address of the Economic Operator
26	Location of Delivery/Works/Service Delivery
PROCURING ENTITY DETAILS	
27	Name of Authorized Officer
28	Designation of Authorized Officer

Note: 1. For any contract above BDT 10.00 Lac, Information on Beneficial Ownership need to be provided.
2. For the purposes of this Form, a Beneficial Owner of a Tenderer or Consultant is any natural person who ultimately owns or controls the Tenderer or Consultant.
3. Directors means the members of the Board of Directors for any incorporated body.
4. Shareholders are those who have 10% of issued shares for any incorporated body.
5. State-Owned Enterprises (SOEs) will be excused from providing such information.

Format: e-PW2B-D: Letter of Commencement of Works

Office Memo No: Date:

To:

[Name of Contractor]
[Address)

Contract Reference:

Pursuant to GCC Sub Clause 31.1 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
(iii) the advance payment has been made *(delete if not appropriate).*

You are therefore requested to:

1. Commence execution of the Works, in accordance with GCC Sub Clause 1.1(rr), within *(specify date)*;
2. Submit Program of Works, in accordance with GCC Sub Clause 33.1, within (*specify date*)

Signed

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

Date:

Format: e-PW2B-E: Completion Certificate

LOGO
[Insert Full Contact Details of Issuing Authority]

COMPLETION CERTIFICATE

Office Memo no: _____ Date: _____

01	Procuring Entity Details		
	(a) Division	:	
	(b) Circle/Directorate	:	
	(c) Zone/Region	:	
	(d) Others (*specify*)	:	
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	Revised Contract Price		
10	Final Contract Price as Executed	:	
11	Original Contract Period		
	(a) Date of Commencement	:	
	(b) Date of Completion	:	
12	Actual Implementation Period		
	(a) Date of Actual Commencement	:	
	(b) Date of Actual Completion	:	
13	Days/Months Contract Period Extended	:	
14	Amount of Bonus for Early Completion	:	
15	Amount of LD for Delayed Completion	:	
16	Physical Progress in Percent (*in terms of value*)	:	
17	Financial Progress in Amount (*in terms of payment*)	:	
18	Special Note (*if any*)	:	

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

please turn over

Details of Works Completed

Contractor: [insert legal title]		
No	**Major Components of Works**	**Total Value (in Contract Currency)**

_____

Name and Signature of the Issuing Authority with Designation