GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

Standard Tender Document (National)

For Procurement of Works

[Open Tendering Method]

[through Development Partner's Procurement Legal Framework]

(For any value)

(Without Pre-Qualification)

Bangladesh Public Procurement Authority (BPPA)

Implementation Monitoring and Evaluation Division (IMED)

Ministry of Planning

Guidance Notes on the Use of
The Standard Tender Document (e-PW3D)

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 under Development Partner's procurement legal framework. The Procuring Entity should also refer to the Public Procurement Act 2006 (Act No 24 of 2006) and the Public Procurement Rules, 2025, issued to supplement the Act available on BPPA's website: www.bppa.gov.bd including amendments thereto. All concerned are advised to refer to the aforementioned Act and Rules while participating in any Tendering process.

The use of STD (e-PW3D) applies when the Procuring Entity intends to select a Tenderer (a Contractor) for the Procurement of Works and physical services under Open Tendering Method (OTM) while the contract award is being determined on the basis of lowest evaluated responsive Tender and when a pre-qualification process **has not taken place**.

STD (e-PW3D) is intended as a model for admeasurements contracts (unit prices or unit rates in a Bill of Quantities) and the main text refers to admeasurements Contracts.

STD (e-PW3D) is based upon internationally acceptable model formats, which have been adapted to suit the particular needs of procurement within Bangladesh.

The Procuring Entity addresses its specific needs through the information provided in the **Tender Data Sheet (TDS)** and the **Particular Conditions of Contract (PCC)** as well as in the detailed requirements of the procurement in the **Bill of Quantities, General and Particular Specifications, ES (Environmental and Social) Specifications**, **Drawings** and the **DP's Special Instruction and Document**.

Guidance notes in brackets and *italics* are provided for both the Procuring Entity (PE) & the Tenderer. 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, so as to minimise the inept Tendering Process.

STD (e-PW3D) **when properly completed** will provide all the information that a Tenderer needs in order to prepare and submit a Tender. This should provide a sound basis on which the Procuring Entity can fairly, transparently and efficiently carry out a Tender evaluation process on the Tenders submitted by the Tenderers.

STD (e-PW3D) has 11 Sections, of which **Section 1: Instruction to Tenderers** 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-PW3D and how a Procuring Entity should use these when preparing a particular Tender Document.

Section 1. Instructions to Tenderers (ITT)

This Section provides relevant information to help Tenderers prepare their Tenders. Information is also provided on the submission, opening, and evaluation of Tenders and on the award of Contract. The Instruction to Tenderers (ITT) specifies the instructions and procedures that govern the Tendering process. This Section also contains the criteria to be used by the Procuring Entity to determine

the lowest evaluated responsive Tender and the qualifications of the Tenderer to perform the Contract. The Instructions to Tenderers (ITT) are therefore not a part of the Contract. **The text of the Clauses in this Section shall not be modified.**

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 instructs to be specified in the **TDS**. To facilitate the preparation of the **TDS**, its Clause Numbers are numbered with the same numbers of the corresponding ITT Clauses.

Section 3. General Conditions of Contract (GCC)

This Section provides the General Conditions of Contract that will apply to the Contract for which the Tender Document 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**. **The text of the Clauses in this Section shall not be modified.**

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 Tender Documents all possible information that the GCC indicate, in the **PCC**. To facilitate the preparation of the **PCC**, its Clause numbers are numbered with the same numbers of the corresponding GCC Clauses.

Section 5. Tender and Contract Forms

This Section provides the standard format for the **Tender Submission Letter, (Form e-PW3D-1), Tenderer Information (Form e-PW3D-2), JV Partner Information (Form e-PW3D-3), Subcontractor Information (Form e-PW3D-4), Personnel Information (Form e-PW3D-5), Tenderer's Capacity Information (Form e-PW3D-6), Tenderer's Current Commitment (Form e-PW3D-6A), Tender Security (Form e-PW3D-7) and Bank's Letter of Commitment for Line of Credit (Form e-PW3D-8)** to be submitted by the Tenderer.

This Section also contains the form of the **Letter of Acceptance of the Tenderer of the Development Partner's Anticorruption Guidelines and Sanctions Framework (Form e-PW3D-9), Notification of Award (Form e-PW3D-10) and the Contract Agreement (Form e-PW3D-11) which, when completed, incorporates any corrections or modifications to the accepted Tender relating to amendments permitted by the Instructions to Tenderers, the General Conditions of Contract (GCC) and the Particular Conditions of Contract (PCC).The forms for Bank Guarantee for Performance Security (Form e-PW3D-12),Bank Guarantee for Advance Payment (Form e-PW3D-13) and Code of Conduct (Form e-PW3D-14),** as and if applicable, are to be completed and furnished by the successful Tenderer, when required.

Section 6. Bill of Quantities

This Section provides the items and estimated quantities of Works to be performed and must be carefully prepared by the 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 any 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 physical Services to be procured.

Section 9. ES (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.

Section 11. DP's Special Instruction and Document

This Section contains Development Partner's Anticorruption Guidelines and Sanctions Framework documents and any other relevant documents if applicable.

Sample Notice for Commencement of Works, Contract Amendment, Completion Certificate, Joint Venture (JV) Agreement and Invitation for Tender attached at the back of this Document are to be used in the relevant event.

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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) "Development partner" means the international agency(ies) or country(ies) which provide(s) financial (full or partial) and/ or technical assistance) for the contract. (e) "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; (f) "Tenderer" means a Person who submits a Tender; (g) "Tender Document" means the Document provided by a Procuring Entity to a Tenderer as a basis for preparation of the Tender; and (h) "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. (i) "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.

	3.3	Payments by the development partner, if so indicated in the **TDS**, will be made only at the request of the Government and upon approval by the development partner or foreign state or Organisation in accordance with the applicable Financing / Credit / Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.
4. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices	4.1	The Government, and the Development Partner, if applicable, requires that the Procuring Entity as well as the Tenderers and 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. The Tenderer shall require to submit a Letter of Acceptance of Development Partner's Anticorruption Guidelines or similar document(s) as stated in the TDS.
	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 or the Development Partner, if applicable, this will be dealt in accordance with the provisions of the Public Procurement Act 2006 and Public Procurement Rules, 2025 and Guidelines of the Development Partners as stated in the ITT sub-clause 3.3.
	4.4	If corrupt, fraudulent, collusive, coercive or obstructive practice of any kind is determined by the Procuring Entity against any Tenderers 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 and/or the Development Partner shall exclude the concerned Tenderer from further participation in the concerned procurement proceedings; (b) Procuring Entity and/or the Development Partner shall reject any recommendation for award that had been proposed for that concerned Tenderer; (c) Procuring Entity and/or the Development Partner shall declare, at its discretion, the concerned Tenderer to be ineligible to participate (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; (e) Development Partner shall sanction the concerned Tenderer or individual, at any time, in accordance with prevailing Development Partner' sanctions procedures, including by publicly declaring such Tenderer or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Development Partner-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or

		Contractor, or service provider of an otherwise eligible firm being awarded a Development Partner-financed contract; and (f) Development Partner shall cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Procuring Entity or of a beneficiary of the financing engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that Development Partner financed contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Development Partner to remedy the situation.
	4.5	Tenderer shall be aware of the provisions on corruption, fraudulence, collusion, coercion and obstruction of the Public Procurement Act, 2006, the Public Procurement Rules, 2025 and others as stated in GCC Clause 38.
	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 and the Development Partner to inspect any accounts and records and other documents relating to the Tender submission and contract performance, and to have them audited by auditors appointed by the Government, the BPPA and/or the Development Partner during the procurement or the execution of that Development Partner financed contract.
5. Eligible Tenderers	5.1	This Invitation for Tenders is open to all potential Tenderers from all countries, except for any 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 shall be enrolled in the relevant professional or trade organisations registered in its own country.
	5.4	Tenderers may be a physical or juridical individual or body of individuals, or company, association or any combination of them in the form of a Joint Venture (JV) invited to take part in public procurement or seeking to be so invited or submitting a Tender in response to an Invitation for Tenders.
	5.5	Tenderers shall have fulfilled its obligations to pay taxes and social security contributions, if any, under the provisions of laws and regulations of the country of its origin.
	5.6	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.
	5.7	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.
	5.8	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.
	5.9	Tenderers shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing.
	5.10	Government-owned enterprise in Bangladesh may also participate in the Tender if it is legally and financially autonomous, it operates under commercial law, and it is not a dependent agency of the Procuring Entity.
	5.11	Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity will reasonably request.
	5.12	These above requirements for eligibility will extend, as applicable, to each JV partner and Subcontractor proposed by the Tenderers.
	5.13	Tenderers shall have the up-to-date valid license(s), issued by the corresponding competent authority, as specified in the **TDS.**
	5.14	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.
	5.15	A Tenderer shall provide its/their Beneficial Ownership related information, as the specified in **Form e-PW3D-2**, if it/they will be awarded the contract and declare their consent on publishing that information publicly following the signing of contract.
	5.16	A tenderer has not been under restriction imposed by any Development Partner operating in Bangladesh on grounds related to their procurement affairs.
6. Eligible Materials, Equipment and Associated Services	6.1	All materials, equipment and associated services to be supplied under the Contract are from eligible sources, unless their origin is from a country specified in the **TDS.**
	6.2	For the purposes of this Clause, "origin" means the place where the Materials and Equipment are mined, grown, cultivated, produced or manufactured or processed, or through manufacturing, processing, or assembling, another commercially recognized new product results that differs substantially in its basic characteristics from its components or the place from which the associated services are supplied.
	6.3	The origin of materials and equipment and associated services is distinct from the nationality of the Tenderer.
7. Site Visit	7.1	Tenderers are advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at Tenderer's own expense.

B. e-Tender Document (e-TD)

8. Tender Document: General	8.1	The Sections comprising the Tender Document are listed below, and should be read in conjunction with any Addendum issued under ITT Clause 11. • Section 1 Instructions to Tenderers (ITT) • Section 2 Tender Data Sheet (**TDS**) • Section 3 General Conditions of Contract (GCC) • Section 4 Particular Conditions of Contract (**PCC**) • Section 5 Tender and Contract Forms • Section 6 Bill of Quantities (**BOQ**)

		• Section 7 General Specifications • Section 8 Particular Specifications • Section 9 Environmental and Social Specifications • Section 10 Drawings • Section 11 DP's Special Instructions and Document
	8.2	Tenderers are expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in addendum to Tender, if any.
9. Clarification of e-Tender Document	9.1	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**).
	9.2	The Procuring Entity is not obliged to answer any clarification request received after that date as stated under ITT Sub Clause 9.1.
	9.3	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 9.1.
	9.4	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 11.
10. Pre-Tender Meeting	10.1	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.
	10.2	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.
	10.3	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 8.1 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 11 and not through the minutes of the pre-Tender meeting.
	10.4	Non-participation at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

11. Addendum to e-Tender Document	11.1	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 or as a result of a pre-Tender meeting may revise the e-Tender Document by issuing an Addendum through e-GP System.
	11.2	The Addendum issued under ITT Sub Clause 11.1 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
	11.3	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.
	11.4	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 41.2.
	11.5	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

12. General Criteria	12.1	Tenderers shall possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, specific experience, reputation and the personnel, to perform the contract, which entails setting pass/fail criteria, which if not met by the Tenderers, will result in consideration of its Tender as non-responsive.
	12.2	In addition to meeting the eligibility criteria, as stated in ITT Clause 5, Tenderers must satisfy the other criteria stated in ITT Clauses 13 to 18 inclusive.
	12.3	To qualify for multiple number of contracts/lots in a package made up of this and other individual contract/lot for which Tenders are invited in the Invitation for Tenders, the Tenderers shall demonstrate having resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. The requirement of general experience as stated under ITT Sub Clause 13.1(a) and specific experience, unless otherwise of different nature, as stated under ITT Sub Clause

		13.1(b) shall not be separately applicable for each individual lot.
13. Experience Criteria	13.1	Tenderers shall have the following minimum level of construction experience to qualify for the performance of the Works under the Contract: (a) a minimum number of years of general experience in the construction of works as Prime Contractor or Subcontractor or Management Contractor as specified in the **TDS**; and (b) specific experience as a Prime Contractor or Subcontractor or Management Contractor in construction works, under public sector, of a nature, complexity and methods/construction technology similar to the proposed Works, in at least a number of contract(s) and, each with a minimum value over the period, as specified in the **TDS**.
14. Financial Criteria	14.1	Tenderers shall have the following minimum level of financial capacity to qualify for the performance of the Works under the Contract: (a) satisfactory resolution of all claims under litigation cases and shall not have serious negative impact on the financial capacity of the Tenderers. All pending litigation shall be treated as resolved against the Tenderers; (b) the average annual **construction** turnover under the public sector as specified in the **TDS** during the period specified in the **TDS;** (c) availability of 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**; and (d) The Minimum Tender Capacity as specified in the **TDS.**
15. Personnel Capacity	15.1	Tenderers shall have the minimum level of personnel capacity to qualify for the performance of the Works under the Contract consisting of a Construction Project Manager, Engineers, and other key staff with qualifications and experience as specified in the TDS. If necessary, the tenderer shall also have minimum level of personnel capacity to manage the Environmental and Social (ES) risks of the project as mentioned in the TDS.
16. Equipment Capacity	16.1	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.**

17. Joint Venture (JV)	17.1	Tenderers may participate in the procurement proceedings forming a Joint Venture(JV) by an agreement, without alterations, in the format as specified in the **Format e-PW3D-B**, executed case by case on a non-judicial stamp of value as specified in the **TDS** or alternately with the intent to enter into such an agreement supported by a Letter of Intent along with the proposed agreement duly signed by all legally authorised partners of the intended JV and authenticated by a Notary Public, with the declaration that the partners will execute the JV agreement in the event the Tenderer is successful.
	17.2	The figures for each of the partners of a JV shall be added together to determine the Tenderer's compliance with the minimum qualifying criteria; however, for a JV under ITT Sub Clause 17.1, with number of partners as specified in the **TDS** to qualify, Lead partner and other partners must meet the criteria as specified in the **TDS.** Failure to comply with these requirements will result in non-responsiveness of the JV Tender.
	17.3	Each partner of the JV shall be jointly and severally liable for the execution of the Contract, all liabilities and ethical and legal obligations in accordance with the Contract terms.
	17.4	JV shall nominate the **Lead Partner** as Representative or Partner-in-charge being entrusted with the Contract administration and management at Site who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution including the receipt of payments for and on behalf of the JV.
	17.5	The business share of the Lead Partner shall be the highest among all the partners. Other partner(s) shall have at least 25% of business share each.
18. Subcontractor (s)	18.1	Tenderers may intend to subcontract an activity or part of the Works not exceeding 30% (Thirty percent) of the whole Works in value, in which case such item(s) and the proposed Subcontractor shall be clearly identified in the **Form e-PW3D-4**.
	18.2	The Procuring Entity may require Tenderers to provide more information about their subcontracting arrangements. If any Subcontractor is found ineligible or unsuitable to carry out the subcontracted tasks, the Procuring Entity may request the Tenderers to propose an acceptable substitute.
	18.3	A Subcontractor may participate in more than one Tender, but only in that capacity.
	18.4	The Procuring Entity may also select in advance Nominated Subcontractor(s) to execute certain specific components of the Works and if so, those will be specified in the **TDS**.
	18.5	If a contractor wishes to subcontract an activity or part of the works according to the provision of ITT Clause 18.1 after entering into the contract, it can only be done after approval of Head of the Procuring Entity (HOPE) or an officer authorized by him or her (AO).

	18.6	Any unauthorised subcontracting after entering into the contract shall be considered as fundamental breach of contract.
	18.7	In any case, the sub-contractors shall be subject to compliance with the Development Partner's relevant environmental and social safeguard policies.

D. Tender Preparation

19. Only one Tender	19.1	Tenderers shall submit only one (1) Tender for each lot, either individually or as a JV. Tenderer who submits or participates in more than one (1) Tender in one (1) lot of a package or in one (1) package with one (1) lot will cause all the Tenders of that particular Tenderer to be rejected.
20. Cost of Tendering	20.1	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.
21. Issuance and Sale of Tender Document	21.1	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.
22. Language of Tender	22.1	Tenders shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or *Bangla*. Supporting documents and printed literature furnished by the Tenderers that are part of the Tender may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English or *Bangla* language, in which case, for purposes of interpretation of the Tender, such translation shall govern.
	22.2	Tenderers shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
23. Contents of Tender	23.1	The Tender prepared by the Tenderers will comprise the following: (a) the e-Tender Submission Letter (**Form e-PW3D-1**), as stated under ITT Sub Clause 24.1; (b) the Tenderer Information as stated under ITT Clauses 5, 28 and 31 (**Form e-PW3D-2**); (c) the priced BOQ for each lot in accordance with ITT Clauses 24, 26 and 27; (d) the Tender Security as stated under ITT Clauses 34, 35 and 36. (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 5.5; 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) the Technical Proposal describing work plan & method, personnel, equipment and schedules as stated under ITT Clause 30; (h) documentary evidence as stated under ITT Clause 28 and 31 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; (i) document establishing legal and financial autonomy and compliance with commercial law, as stated under ITT Sub Clause 5.10 in case of government owned entity; (j) tenderer's capacity information in (**Form e-PW3D-6**) & documentary evidence for tenderers capacity; (k) Environmental and Social risk management plan following **Section 9: ES Specifications**; (l) The code of Conduct for the contractor's personnel (**Form e-PWD-14**); and (m) any other document as specified in the **TDS**.
24. Tender Submission Letter and Bill of Quantities	24.1	Tenderers shall submit the e-Tender Submission Letter (**Form e-PW3D-1**), which shall be completed without any alterations to its format in e-GP System.
	24.2	Tenderers shall submit the priced BOQ using the form(s) furnished in **Section 6: Bill of Quantities.**
25. Alternatives	25.1	Alternatives Tender shall not be allowed in e-GP System.
26. Tender Prices, Discounts and Price Adjustment	26.1	The prices and discounts quoted by the Tenderers in the priced BoQ using the form(s) furnished in **Section 6: Bill of Quantities.**
	26.2	Tenderers shall fill in unit rates for all items of the Works in figures in the BOQ and automatically filled in words, excluding any discount offered.
	26.3	The price to be quoted in the priced BoQ form, shall be the total price of the Tender, excluding any discounts offered.
	26.4	Tenderers shall quote any unconditional discounts in the Unconditional Discount Form of e-GP System.
	26.5	Tenderers wishing to offer any unconditional discount to any package or lot(s) as applicable shall mention discount in

		percentage (%) in the Unconditional Discount Form of e-GP System. Discount shall be equally applicable on all the items of BOQ within each package of the tender.
	26.6	All applicable taxes, custom duties, VAT and other levies payable by the Contractor under the Contract, or for any other causes, as of the date twenty-eight (28) days prior to the deadline for submission of Tenders, shall be included in the unit rates and the total Tender price submitted by the Tenderers.
	26.7	Unless otherwise specified in the **TDS** and provided in the Contract, the price of a Contract shall be fixed in which the unit rates shall not be modified in response to changes in economic or commercial conditions.
	26.8	If so stated under ITT Sub Clause 26.8, Tenders are being invited with a provision for price adjustments. The unit rates quoted by the Tenderers are subject to adjustment during the performance of the Contract in accordance with the provisions of General Conditions of Contract (GCC) Clause 69 and, in such case the Procuring Entity shall provide the indexes and weightings or coefficients in **Appendix to the Tender (Table 1.1 and Table 1.2)** for the price adjustment formulae as specified in the Particular Conditions of Contract (**PCC**).
27. Tender Currency	27.1	Tenderers shall quote all prices in Bangladesh Taka (BDT).
28. Documents Establishing Eligibility of the Tenderer	28.1	Tenderers, if applying as a sole Tenderer, shall submit documentary evidence to establish its eligibility as stated under ITT Clause 5 and, in particular, it shall: (a) complete the eligibility declarations in the e-Tender Submission Letter (**Form e-PW3D-1**); (b) complete the Tenderer Information (**Form e-PW3D-2**); (c) complete Subcontractor Information (**Form e-PW3D-4**), if it intends to engage any Subcontractor(s).
	28.2	Tenderers, if applying as a partner of an existing or intended JV shall submit documentary evidence to establish its eligibility as stated under ITT Clause 5 and, in particular, in addition to as stated under ITT Sub Clause 28.1, it shall: (a) provide for each JV partner, completed JV Partner Information (**Form e-PW3D-3**); (b) provide the JV agreement as per **Format e-PW3D-B** or Letter of Intent along with the proposed agreement of the intended JV as stated under ITT Sub Clause 17.1.
29. Documents Establishing the Eligibility and Conformity of Materials, Equipment and Services	29.1	Tenderers shall submit documentary evidence to establish the origin of all Materials, Equipment and services to be supplied under the Contract as stated under ITT Clause 6.
	29.2	To establish the conformity of the Materials, Equipment and services to be supplied under the Contract, the Tenderers shall furnish, as part of its Tender, the documentary evidence (which

		may be in the form of literature, specifications and brochures, drawings or data) that these conform to the technical specifications and standards specified in **Section 7: General Specifications, Section 8: Particular Specifications** and **Section 9: ES Specifications.**
30. Documents Establishing Technical Proposal	30.1	Tenderers shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, risks involved and measures thereagainst and any other information as stipulated in **TDS**, in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work requirements and the completion time.
31. Documents Establishing the Tenderer's Qualification	31.1	Tenderers shall complete and submit the Tenderer Information (**Form e-PW3D-2/e-PW3D-3**) and shall include documentary evidence, as applicable to satisfy the following: (a) general experience, of the entity(s) participating in the Tender, in construction works as stated under ITT Sub Clause 13.1(a), substantiated by the year of registration/constitution/licensing document in its country of origin; (b) specific experience, of the entity(s) participating in the Tender, in construction works under public sector of similar nature and size as stated under ITT Sub Clause 13.1(b), substantiated by Completion Certificate (s) generated from e-GP system or issued by the relevant Procuring Entity(s) as per Format e-**PW3D-F**; (c) average annual **construction** turnover i.e. total certified payments received for contracts in progress or completed under public sector for a period as stated under ITT Sub Clause 14.1(b), substantiated by the payment certificates issued by the Procuring Entity; In case of JV, the business share of the partner shall be taken into consideration to determine the Tenderer's compliance with the minimum qualifying criteria; (d) (i) 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-PW3D-8** 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 14.1(c) or (iv) working capital substantiated by audited financial statements mentioned in (i) below.; (e) Current information regarding claims under litigation as specified in the **TDS**, in which the

		Tenderer is involved, the parties concerned, and value of claim as stated under ITT Sub Clause 14.1(a) substantiated by statement(s) of the entity(s) participating in the Tender in its letter-head pad; (f) information regarding technical and administrative personnel along with their qualification and experience proposed for the Contract as stated under ITT Clause 15; (g) major items of construction equipment proposed to carry out the Contract as stated under ITT Clause 16, substantiated by statement(s) of the entity(s) participating in the Tender in its letter-head pad declaring source of its availability and documents related to ownership or hiring or leasing; (h) authority(s), to seek references from the Tenderer's Bankers or any other sources, of the entity(s) participating in the Tender in its letter-head pad; (i) reports on the financial standing of the Tenderer, such as audited profit and loss statements and balance sheet for the past years as specified in the **TDS**, of the entity(s) participating in the Tender, substantiated by Audit Reports.
32. Validity Period of Tender	32.1	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.
33. Extension of Tender Validity and Tender Security	33.1	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 46.1 and 46.2.
	33.2	The request for extension of Tender Validity period shall state the new date of the validity of the Tender.
	33.3	The request and the responses shall be made through e-GP System. Validity of the Tender Security provided under ITT Clause 34 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 the Procuring Entity 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.
34. Tender Security	34.1	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.
	34.2	If the Tender is a Joint Venture, the Tenderer shall furnish as part of its Tender, in favour of the Procuring Entity or as otherwise directed on account of the title of the existing or intended JV or any of the partners of that JV or in the names of all future partners as named in the Letter of Intent of the JV, a Tender Security in original form and in the amount as stated under ITT Sub Clause 34.1.
35. Form of Tender Security	35.1	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-PW3D-7**) 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 38.1 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 38.1.
36. Authenticity of Tender Security	36.1	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.
	36.2	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.
	36.3	A Tender not accompanied by a valid Tender Security will be considered non-responsive.
37. Return of Tender Security	37.1	No Tender Security shall be returned to the Tenderers before Approval of Evaluation Report.
	37.2	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 Clauses 32.1. 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.
	37.3	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 38.1.

38. Forfeiture of Tender Security	38.1	The Tender Security may be forfeited, if a Tenderer: (a) fails to furnish Performance Security as stated under ITT Sub Clause 63.1 and 63.2; or (b) refuses or fails to sign the Contract as stated under ITT Sub Clause 66.2. (c) involves in any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind as defined in ITT Clause 4.
	38.2	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.
39. Online Tender Preparation	39.1	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

40. e-Submission	40.1	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.
	40.2	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.
	40.3	Tender submitted online will be stored in encrypted format in the e-GP System.
	40.4	Submitted Tender containing files those are corrupt or containing virus or are unreadable for any reason, will not be considered.
41. Deadline for Submission of Tender	41.1	e-Tenders shall be submitted to the e-GP System no later than the date and time specified in the Invitation for Tender (**IFT).**
	41.2	The Procuring Entity may, at its discretion, extend the deadline for submission of Tender as stated under ITT Sub Clause 41.1, 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.
	41.3	e-Tenders submitted shall not be allowed to be withdrawn after the deadline for submission.
	41.4	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.
42. Late Tender	42.1	Late Submission of e-Tender shall not be allowed in e-GP System.
43. Modification, Substitution or Withdrawal of Tender	43.1	Tenderers may modify, substitute or withdraw its submitted e-Tender before the tender submission deadline.

F. Tender Opening and Evaluation

44. Tender Opening	44.1	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.
45. Evaluation of Tenders	45.1	Tenders shall be examined and evaluated only on the basis of the criteria specified in the Tender Document.
	45.2	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.
	45.3	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.
	45.4	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.
46. Preliminary Examination	46.1	TEC shall examine the Tenders to confirm that all documentations as stated under ITT Clause 23 have been provided, to determine the completeness of each document submitted.
	46.2	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) Priced Bill of Quantities; (c) Valid Tender Security.
47. Technical Responsiveness and Technical Evaluation	47.1	TEC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
	47.2	A responsive Tender is one that conforms in all respects to the requirements of the Tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: (a) affects in any substantial way the scope, quality, or performance of the Works specified in the Contract; or (b) limits in any substantial way, or is inconsistent with the Tender Documents, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or (c) if rectified would unfairly affect the competitive position of other Tenderers presenting responsive Tenders. During the evaluation of Tenders, the following definitions shall apply: **"Deviation"** is a departure from the requirements specified in the Tender Document; **"Reservation"** is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and **"Omission"** is the failure to submit part or all of the information or documentation required in the Tender Document.
	47.3	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.
	47.4	There shall be no requirement as to the minimum number of responsive Tenders.
	47.5	TEC shall evaluate the aspects of the Tender submitted as stated under ITT Clauses 28, 29, 30 and 31 and, to confirm that all requirements specified in Section 7: General Specifications, Section 8: Particular Specifications and Section 9: ES Specifications of the Tender Document have been met without any material deviation, reservation or omission.
	47.6	Provided that a Tender is responsive, TEC may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be

		related to any aspect of the rates of the Tender reflected in the Priced BOQ or any mandatory criteria. Failure of the Tenderer to comply with the request may result in the consideration of its Tender as non-responsive.
	47.7	TEC may regard a Tender as responsive even if it contains: (a) minor or insignificant deviations which do not meaningfully alter or depart from the technical specifications, characteristics and commercial terms and, conditions or other mandatory requirements set out in the Tender Document; or (b) errors or oversights, that if corrected, would not alter the key aspects of the Tender.
48. Clarification on Tender	48.1	TEC may ask Tenderers for clarification of their Tenders, including breakdowns of unit rates, in order to facilitate the examination and evaluation of Tenders. The request for clarification by the TEC and the response from the Tenderer shall be through e-GP System and Tender clarifications which may lead to a change in the substance of the Tender or in any of the key elements of the Tender as stated under ITT Sub Clause 47.2, will neither be sought nor be permitted.
	48.2	Requests for clarification shall be through e-GP system and shall be sent only by the Chairperson of the TEC.
	48.3	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.
	48.4	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.
49. Restrictions on Disclosure of Information	49.1	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.
	49.2	Tenderers shall not seek to influence in anyway, the examination and evaluation of the Tenders.
	49.3	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.
	49.4	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.

50. Correction of Arithmetical Errors	50.1	In e-GP System, there is no provision for correction of Arithmetical Errors.
51. Financial Evaluation	51.1	TEC will 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.
	51.2	To evaluate a Tender, the TEC will consider the following: (a) the Tender price, excluding Provisional Sums that include provisions for contingencies and adjusted prices, where applicable, in the priced BOQ, but including Daywork items; (b) adjustments in order to take into consideration the unconditional discounts as stated under ITT Sub Clause 26.5 and 26.6, if any.
	51.3	Variations, deviations, alternatives and other factors which are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Procuring Entity will not be considered in Tender evaluation.
	51.4	The estimated effect of any price adjustment provisions under GCC Clause 69, applied over the period of execution of the Contract, will not be considered in Tender evaluation.
	51.5	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 51.4.
	51.6	To determine the lowest-evaluated lot/package the TEC will take into account: (a) the lowest-evaluated Tender for each lot; (b) the resources sufficient to meet the qualifying criteria for the individual lot; (c) the price reduction on account of discount per lot/package as offered by the Tenderer in its Tender; and (d) the Contract-award sequence that provides the optimum economic combination on the basis of least overall cost of the total Contract package taking into account any limitations due to constraints in Works or execution capacity determined in accordance with the tender capacity as stated in ITT Sub Clause 14.1 (d) and post-qualification criteria as stated under ITT Clause 56
52. Abnormally Low Tenders	52.1	An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder in regard to the Bidder's ability to perform the Contract for the offered Bid Price.

	52.2	In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Bidding document.
	52.3	After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.
	52.4	TEC may recommend to increase the amount of the Retention Money above the amounts as stated under ITT Sub Clause 67.1 but not exceeding twenty (20) percent of the Contract Price, if in the opinion of TEC, it is found that the Tender is unbalanced as a result of front loading or unbalanced item pricing.

53. Winning multiple Lots	53.1	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 53.2.
	53.2	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 price reduction on account of discount per lot/package as offered by the Tenderer in its Tender; and (d) 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 determined in accordance with the tender capacity as stated in ITT Sub Clause 14.1 (d) and post-qualification criteria as stated under ITT Clause 56.
54. Price Comparison	54.1	The lowest-priced Tender among the technically and financially responsive Tenders through ITT Clause 51 and 52 shall be determined as the Lowest Evaluated Responsive Tender and shall be recommended for issuance of the Notification of Award subject to successful Post-Qualification verification under ITT Sub Clause 56.
	54.2	In the extremely unlikely event that there is a tie for the lowest evaluated price, the Tender Evaluation Committee shall initially examine the possible presence of collusive practices, and if such practices are found, further actions shall be taken in accordance with Rule 149 of the PPR 2025.
	54.3	Where there is a tie in the lowest evaluated bid but no case of the collusive practice is identified, the bidder whose past performance under the Procuring Entity is superior shall be

		selected. In such a case, determining factors shall include: the history of timely completion of Works within the original contract period, the imposition of liquidated damages for delay, termination of contracts due to fundamental breach of contract conditions, and records of quality and complaints due to the defects concerning the Works performed.
	54.4	In the event that there is a tie for the lowest price and none of the Tenderers has the record of past performance with the Procuring Entity as stated under ITT Sub Clause 54.3, then the Tenderer shall be selected, subject to firm confirmation through the Post-qualification process, after consideration as to whether the Tenderer has demonstrated in its Tender superior past performance with the other Procuring Entities through the factors mentioned in ITT Sub Clause 54.3
	54.5	The successful Tenderer as stated under ITT Sub Clause 54.1, 54.2, 54.3 and 54.4 shall not be selected through lottery under any circumstances.
55. Negotiations	55.1	No negotiations shall be held during the Tender evaluation or award with any Tenderer except the case mentioned in ITT Sub Clause 55.2.
	55.2	The Procuring Entity through the TEC may, however, negotiate with the lowest evaluated Tenderer with the objective to reduce the Contract Price by reducing the scope of works or a reallocation of risks and responsibilities, only when it is found that the lowest evaluated Tender is significantly higher than the official cost estimate; the reasons for such higher price being duly investigated.
	55.3	If the Procuring Entity decides to negotiate for reducing the scope of the requirements under ITT Sub Clause 55.2, it will be required to guarantee that the lowest Tenderer remains the lowest Tenderer even after the scope of work has been revised and shall further be ensured that the objective of the Procurement will not be seriously affected through this reduction.
	55.4	In the event that the Procuring Entity decides because of a high Tender price to reduce the scope of the requirements to meet the available budget, the Tenderer is not obliged to accept the proposal for scope reduction and shall not be penalised in any way for declining the proposed scope reduction.
56. Post-qualification	56.1	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 31, clarifications as stated under ITT Clause 48 and the qualification criteria indicated in ITT Clauses 12 to 18. Factors not included therein shall not be used in the evaluation of the Tenderer's Post qualification.
	56.2	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.
	56.3	TEC may verify information contained in the Tender by visiting the premises of the Tenderer as a part of the post qualification process, if practical and appropriate.
57. Procuring Entity's Right to Accept any or to Reject Any or All Tenders	57.1	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.
58. Rejection of All Tenders	58.1	The Procuring Entity may, in the circumstances as stated under ITT Sub Clause 58.2 reject all Tenders following recommendations from the TEC only after the approval of such recommendations by the Head of the Procuring Entity.
	58.2	All Tenders can be rejected, if - (a) the price of the lowest evaluated Tender exceeds the official cost estimate, provided the estimate is realistic, subject to ITT Sub Clause 52.2; or (b) there is evidence of lack of effective competition; such as non-participation by a number of potential Tenderers; or (c) the Tenderers are unable to propose completion of the contract within the stipulated time in its Tender, though the stipulated time is reasonable and realistic; or (d) all Tenders are non-responsive; or (e) 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 (f) evidence of professional misconduct, affecting seriously the Procurement process, is established pursuant to Rule 149 of the Public Procurement Rules, 2025.
	58.3	Notwithstanding anything contained in ITT Sub-Clause 58.2 Tenders may not be rejected if the lowest evaluated price is in conformity with the market price.
59. Informing Reasons for Rejection	59.1	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

60. Award Criteria	60.1	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 56.
	60.2	Tenderer will not be required, as a condition for award, to undertake responsibilities not stipulated in the Tender Documents, to change its price, or otherwise to modify its Tender.
61. Notification of Award	61.1	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.
	61.2	The NOA, (**Form e-PW3D-10**) attaching the Contract Agreement as per the sample (**Form e-PW3D-11**) to be signed, shall state: (a) the acceptance of the Tender by the Procuring Entity; (b) the price at which the contract is awarded; (c) the 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.
	61.3	Until a formal contract is signed, the NOA will constitute a Contract, which shall become binding upon the furnishing of a Performance Security and the signing of the Contract by both parties.
62. Reporting on Contract Awarding	62.1	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-PW3D-C** 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.
63. Performance Security	63.1	Performance Security shall be provided by the successful Tenderer in BDT currency, as mentioned in the **TDS.**
	63.2	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.

	63.3	In the event a Government owned enterprise as stated under ITT Sub Clause 5.10 is the successful Tenderer, Performance Security, as stated under ITT Sub Clause 63.1, shall not be required and, in lieu, there shall be Retention Money at the rate of ten (10) percent from the payable invoices during Contract implementation.
64. Form and Time Limit for Furnishing of Performance Security	64.1	Performance Security, as stated under ITT Clause 63, may be in the form of a Bank Draft, or a Pay Order or an irrevocable unconditional Bank Guarantee in the format (**Form e-PW3D-12**), without any alteration, issued by any Scheduled Bank of Bangladesh acceptable to the Procuring Entity.
	64.2	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 63.1 or 63.2.
65. Validity of Performance Security	65.1	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.
66. Authenticity of Performance Security	66.1	The Procuring Entity may verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the Bank issuing the Pay Order or Bank Draft or irrevocable unconditional Bank Guarantee in specified format.
	66.2	In case of Performance Security being found unauthentic, measures shall be taken following ITT Sub Clause 4.4.
67. Retention Money and Contractual Security	67.1	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.
	67.2	The Performance Security mentioned in ITT Sub Clause 63.1 and the money to be retained as per ITT Sub Clause 67.1 will together be considered as the Contractual Security.
	67.3	The Contractual Security against the contract shall not go beyond the amount mentioned in the **TDS** unless it is recommended by the TEC to extend as mentioned in ITT Sub Clause 67.4.
	67.4	The Procuring Entity shall increase the amount of the Retention Money as well as the Contractual Security on the recommendation of TEC above the amounts as stated under ITT Sub Clause 52.7.

68. Contract Signing	68.1	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.
	68.2	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. In the event the successful Tenderer is a JV, all partners of that JV must sign.
	68.3	Failure of the successful Tenderer to submit the Performance Security, as stated under ITT Sub Clause 63.1, or to sign the Contract, as stated under ITT Sub Clause 68.2, 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.

69. Notification of Contract Signing	69.1	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-PW3D-D** 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.
70. Debriefing of Tenderers	70.1	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.
	70.2	In the case of debriefing, confidentiality of the evaluation process shall be maintained.
71. Adjudicator	71.1	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**.
72. Right to Complain and appeal	72.1	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 (TDS)

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 *[state name of the 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 3.3	The name of the Development Partner is *[state name of Development Partner]*
ITT 4.1	The Bidder shall submit the signed copy of Form e-PW3D-9 Letter of Acceptance of the Development Partner's Anticorruption Guidelines and Sanctions Framework as part of Bid. *[The PE shall annex document or refer to any online content (as per convenience) with respect to the respective DP's such guidelines with the form e-PW3D-9.]*
ITT 5.1	Tenderers from the following countries are not eligible *[state the name of countries]*
ITT 5.13	Tenderers shall have the following up to date valid License [*state "none" if not applicable or state ABC/BC/C Category Electrical Supervisory License from Bangladesh Electrical Licensing Board or Category 1.1/1.2/ 1.3/1.4/1.5 License of Gas Companies or any other, as applicable]*
ITT 6.1	Materials, Equipment and associated services from the following countries are not eligible:

	[state the name of countries]
C. Qualification Criteria	
ITT 13.1(a)	The minimum number of years of general experience of the Tenderer in the construction works as Prime Contractor or Subcontractor or Management Contractor shall be *[state number]* years. [Determination of general experience shall be subject to factors like market situation, complexity, value and nature of procurement. *For example, it may be three (3) years for common type of procurement; years counting backward from the date of publication of IFT in the newspaper.*]
ITT 13.1(b)	The minimum specific experience as a Prime Contractor or Subcontractor or Management Contractor in construction works under public sector of at least *[state number]* contract(s) of *[state the nature, complexity and methods/construction technology]* successfully completed within the last *[state number]* years, each with a value of at least Tk. *[state amount].* *[The minimum 'number', 'years' and 'value' stated above will depend upon the* market situation, complexity, value and nature of procurement., *size and type of construction work. The Procuring Entity should make its own judgement based upon its experience in the sector and construction industry. For example, it could be one (1) contract of similar nature having contract value between 50% and 80% of the official cost estimate cost of the current tender, during the last three (3) years or five (5) years or ten (10) years or twenty(20) years considering any specific procurement requirements (whichever appropriate but it shall be mutually exclusive from the requirement of ITT 13.1(a)); years counting backward from the date of publication of IFT in the newspaper]* ***[for Tenders where the package contains more than one (1) lot, this qualification requirements, only when applicable, shall be mentioned separately for each lot in the package]***
ITT 14.1(b)	The required average annual **construction** turnover under public sector shall be greater than Tk *[insert amount*] over the last *[state number]* financial years or best *[state number]* years in the last *[state number] financial years*. *[the required average annual **construction** turnover is recommended to be equal to the estimated annual cash flow for the proposed Contract; however, the multiplier may vary from 1.0 to 1.5 the larger the Contract size the lesser the multiplier should be. The period may be best three (3) years in the last five (5) years or best five (5) years in the last ten (10) financial years]* ***Example:*** *Estimated Contract Value: Tk 24 Cr.* *Contract period: 18 months* *Estimated Annual Cash Flow: Tk 16 cr* *Required average annual construction turnover: Tk 24 cr, using a multiplier of 1.5.* ***[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 AACT is as follows:*

	AACT $= \frac{E}{N} xF$*, where E=Official cost Estimate Cost, F = Multiplying Factor, (F=1-1.5 and N= Duration of Construction in years, (N≥1).]*
ITT 14.1(c)	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 24 Cr.* *Contract period: 18 months* *Assuming work time: 1 month* *Invoice period: 0.5 month* *Certification Time: 0.5 month* *Contingency Time: 1 month* *Therefore, the minimum required liquid asset will be Tk 4 Cr., i.e. 3 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: LA $= \frac{N}{T}$xE, where E=Official cost Estimate, T = Average Time interval in months for paying interim bill, usually 3-4 and N= Duration of Construction in months).]
ITT 14.1(d)	The minimum capacity shall be: [70%-80% of the official cost estimate] The following formulae shall be used to calculate the Tender Capacity Assessed Tender Capacity = (A*N*1.25-B) Where A=Maximum value of Works performed in any one year during last five years N= Completion time of the proposed work in years B= Value of Existing commitments and works to be completed during the next N Years For Tenders where the package contains more than one (1) Lot, this qualification requirement shall be mentioned separately for each lot in the package. Note 1: In case the value of N is less than 12 (twelve) months the value of N shall be considered as 01 (one)

ITT 15.1

A Construction Project Manager, Engineer, and other key staff shall have the following qualifications and experience supported by CVs following the **Form e-PW3D-5.**

(The positions and other info in the following table are indicative ones, those have to be determined according to the nature and scale of proposed works):

No	*Position*	*Total Works Experience (Years)*	*Experience in similar works (Years)*	*Qualifications*
1.	*Project Manager (Contractor's Representative)*	*10*	*5 years as Project Manager or Resident Engineer in civil engineering projects of a similar nature and complexity.*	*Bachelor's degree in Civil Engineering*
2.	*Project Engineer*	*8*	*4 years as Deputy Project Manager or Resident Engineer in civil engineering projects of a similar type*	*Bachelor's degree in Civil Engineering*
3.	*Surveyor*	*5*	*3 years in topographic survey, construction survey, mapping.*	*Diploma from a Government accredited Survey Institute or similar Diploma from any recognized Institute*
4.	*Quality Assurance & Quality Control Engineer*	*5*	*3 years in preparing and executing quality assurance plan, quality control, measurement of works, and preparation of IPC (Interim Payment Certificate).*	*Bachelor's degree in Civil Engineering, and Training in Material Testing*
5.	*Site Engineer (Civil) – (2 Nos)*	*5*	*2 years in supervision of road construction and building construction works.*	*Diploma in Civil Engineering*
6.	*Site Manager/ Supervisor (2 Nos.)*	*5*	*2 years in construction management works.*	*Minimum HSC*
7.	*Jr. Site Engineer*	*1*	*1 year in supervision.*	*Diploma in Civil Engineering*

	8.	*Lab Technician*	*5*	*3 years as lab technician.*	*Diploma in Civil Engineering*

Environment and Social Management related indicative key ES staff (to be determined according to the nature and scale of proposed works):

9.	*Environmental Officer*	*5*	*3 years in Environment related positions*	*Bachelor's degree in Environmental Science or Engineering or similar field*
10.	*Social Development Officer*	*5*	*3 years in Social Development related positions*	*Bachelor's degree in Social Science or similar field*
11.	*Occupational Health & Safety (OHS) Officer*	*5*	*2 years in OHS related positions*	*Bachelor Degree on relevant field as well as professional training on OHS.*

[qualification of an alternative Construction Project Manager may also be requested]

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

ITT 16.1

Tenderers shall own or have proven access to hire or lease of the major construction equipment, in full working order as follows:

No	Equipment Type and Characteristics	Minimum Number Required	Source of Availability (owned /hired /leased)

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

ITT 17.1

The value of non-judicial stamp for execution of the Joint Venture Agreement shall be Tk 300 only

ITT 17.2

Maximum number of partners in the JV shall be *[insert number or insert "not limited"]*

The **minimum qualification** requirements of Leading Partner, other Partner(s) and requirements by summation of a JV shall be as follows:

ITT Clauses References	Requirements by summation	Requirements for Leading Partner	Requirements for other Partner(s)

	ITT-13.1(a)	Summation not applicable	Same as stated in **TDS**	Same as for Leading Partner
	ITT-13.1(b)	100% (summation of different contracts)	At least one Contract	Minimum requirement not applicable
	ITT-14.1(b)	100%	40%	25%
	ITT-14.1(c)	100%	40%	25%
	ITT-14.1(d)	100%	40%	25%
	ITT-15.1	100%	Minimum requirement not applicable	Minimum requirement not applicable
	ITT-16.1	100%	Minimum requirement not applicable	Minimum requirement not applicable
	ITT-17.5	100%	Maximum among the Partners	Minimum 25%
	[it is suggested that the Procuring Entity adheres to the above proportion of minimum qualifying requirements to meet the specific procurement needs. Percent share of business of the JV partners shall not be considered in determining the qualifications of a JV]			
ITT 18.4	The Nominated Subcontractor(s) named [insert name(s)] shall execute the following specific components of the proposed Works: [*state the components of the proposed works; if not applicable state 'none'*]			

D. Tender Preparation

ITT 23.1 (f)	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]*
ITT 23.1 (m)	Tenderers shall submit with its Tender the following additional documents: *[state list of documents, if* any] list any additional document not already listed in ITT 23.1 that must be submitted with the Tender.
ITT 26.8	The prices quoted by the Tenderers shall be fixed for the duration of the Contract. OR The prices quoted by the Tenderers shall be adjustable. *[delete if not appropriate]* ***[Price adjustment clauses are usually permitted for Contracts, execution of which will take more than eighteen (18) months from Start Date to Completion Date. The Procuring Entity must consider each Contract on its individual merit; approval of HOPE will be required for Contracts of less than eighteen (18) months .****If prices shall be adjustable, the base value of the Indexes including sources and, its corresponding* weightings or coefficients *for adjustment should be specified in the Appendix to Tender: Table 1.1 and 1.2 and in the Contract****]***

ITT 30.1	The required Technical Proposal shall include the following additional information: *[state any other information that may be required]*
ITT 31.1(e)	The required information regarding claims under litigation shall be current or during the last [*insert number]* years. *[years should be consistent with the years of general experience required]*
ITT 31.1 (i)	The required audit reports on the financial standing, such as profit and loss statements and balance sheet shall be for the past *[insert number]* years. *[years may be one or two. In exceptional circumstances PE may require beyond one or two years]*
ITT 32.1	The Tender Validity period shall be *[state days]* days. *[normally 60 to 150 days; shorter or longer period may be authorised by HOPE or Authorized officer to suit the requirements of particular Procurement activity].*
ITT 34.1	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]**

G. Contract Award	
ITT 63.1	Performance Security shall be provided by the successful Tenderer in BDT currency, at the rate of **five (5) percent** of the contract price.
ITT 64.2	The successful Tenderer shall furnish the Performance Security for the due performance of the Contract within [mention number of working days as per Rule 123(7) of the PPR 2025: 7/10/14] working days of issuance of the Notification of Award (NoA). *[Within seven (7) working days, **where the estimated cost does not exceed** BDT 50 million (Taka five crore);* *Within ten (10) working days, **where the estimated cost exceeds** BDT 50 million (Taka five crore) **but does not exceed** BDT 250 million (Taka twenty-five crore);* *Within fourteen (14) working days, **where the estimated cost exceeds** BDT 250 million (Taka twenty-five crore).]*
ITT 67.1	The Procuring Entity shall deduct at the rate of five (5) percent from each interim payment certificate as Retention Money.
ITT 67.3	The Contractual Security against the contract shall not go beyond ten (10) percent of the contract price.

ITT 68.2	The successful Tenderer shall sign the contract with the Procuring Entity within [mention number of days as per Rule 123(9) of the PPR 2025: 14/21/28] days of issuance of the Notification of Award (NoA). *[**Within fourteen (14) days**, where the estimated cost does not exceed **BDT 50 million (Taka five crore)**;* ***Within twenty-one (21) days**, where the estimated cost exceeds **BDT 50 million (Taka five crore)** but does not exceed **BDT 250 million (Taka twenty-five crore)**;* ***Within twenty-eight (28) days**, where the estimated cost exceeds **BDT 250 million (Taka twenty-five crore)**.]*
ITT 71.1	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 96.2. (c) **Approving Authority** meansthe 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 59. (e) **Compensation Events** are those defined in GCC Clause 67. (f) **Commencement Date** means the date notified under GCC Clause 39.1. (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 78. (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) **Contractor's Personnel** means Contractor's representative and all personnel whom the Contractor utilises on Site or other places where the Works are being carried out, including the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works. (p) **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 and insurances, as applicable. (q) **Day** means calendar day unless otherwise specified as working days. (r) **Dayworks** means work carried out following the instructions of the Procuring Entity or the authorised Project Manager and is paid for on the basis of time spent by the Contractor's workers and equipment at the rates specified in the Schedules, in addition to payments for associated Materials and Plant. (s) **Defect** is any part of the Works not completed in accordance with the Contract Agreement. (t) **Defects Correction Certificate** is the certificate issued by the Project Manager upon correction of defects by the Contractor. (u) **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. (v) **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. (w) **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 83; (x) **GCC** means the General Conditions of Contract. (y) **Government** means the Government of the People's Republic of Bangladesh. (z) **Goods** mean the Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate. (aa) **"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; (bb) **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. (cc) **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. (dd) **Month** means calendar month. (ee) **Original Contract Price** is the Contract Price stated in the Procuring Entity's Notification of Award (**Form e-PW3D-10**) and further clearly determined in the **PCC**. (ff) **Permanent works** means the permanent works to be executed by the Contractor under the Contract. (gg) **PCC** means the Particular Conditions of Contract. (hh) **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. (ii) **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. (jj) **Development Partner** means the international agency (ies) or country (ies) which provide (s)

		financial (full or partial) and/or technical assistance for the contract as named in the **PCC**. (kk) **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. (ll) **Provisional Sums means** amounts of money specified by the Procuring Entity in the BOQ which shall be used, at its discretion for meeting other essential expenditures under the Contract pursuant to GCC Clause 75. (mm) **Retention Money** means the accumulated retention moneys which the Procuring Entity retains under GCC Clause 70. (nn) **Rules** means The Public Procurement Rules, 2025. (oo) **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. (pp) **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. (qq) **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. (rr) **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. (ss) **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. (tt) **Subcontractor** means a person or corporate body, who has a contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site. (uu) **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. (vv) **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. (ww) **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. (xx) **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(l).
	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*. Supporting documents and printed literature that are part of the Contract may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, such translation shall govern.
	5.2	The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
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-PW3D-11**); (b) the Notification of Award (Form **e-PW3D-10**); (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 and related risk management plan;

		(h) the General Specifications; (i) the Drawings; (j) the priced BOQ and the Schedules; (k) DP's Special Instruction and Document; and (l) 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 and its Subcontractor(s) shall have the nationality of a country other than that specified in the **PCC**
	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. Joint Venture (JV)	12.1	If the Contractor is a JV, (a) each partner of the JV shall be jointly and severally liable for all liabilities and ethical or legal obligations

		to the Procuring Entity for performance of the Contract; (b) the JV partners shall nominate the **Leading Partner** as **Representative or Partner-in-charge** being entrusted with the Contract administration and management at Site who shall have the authority to conduct all business including the receipt of payments for and on behalf of all partners of the JV; (c) If there is a dispute that results in legal action being taken in court then action will be taken against all partners of the JV, if they are available and, if only one partner is available, then that partner alone shall answer on behalf of all partners and, if the complaint lodged is proven, the penalty shall be applicable on that partner alone as whatever penalty all the partners would have received; provided that if the other partners of the JV subsequently become available before the legal action has been completed, the Procuring Entity shall have the right to take action against those other partners of that JV as well. (d) the composition or constitution and legal status of the JV shall not be altered without the prior approval of the Procuring Entity; (e) alteration of partners, **except the Leading partner**, shall only be allowed if any of them is found to be incompetent or has any serious difficulties which may impact the overall implementation of the Works, whereby the incoming partner shall require to possess qualifications higher than that of the outgoing partner; (f) The business share of the Leading Partner shall be the highest among all the partners. Other partner(s) shall have at least 25% of business share each.
13. Possession of the Site	13.1	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 67.1(a). Further delays may lead to fundamental breach of contract as per GCC Sub Clause 88.1(vi).
14. Access to the Site	14.1	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.

15. Procuring Entity's Responsibilities	15.1	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.
	15.2	The Procuring Entity shall make its best effort to guide and assist the Contractor in obtaining, if required, any permit, licence, and approvals from local public authorities for the purpose of execution of the Works under the Contract.
16. Approval of the Contractor's Temporary Works	16.1	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.
	16.2	The Contractor shall be responsible for design of Temporary Works.
	16.3	The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
	16.4	The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
17. Contractor's Responsibilities	17.1	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.
18. Taxes and Duties	18.1	The Contractor shall be entirely responsible for all applicable taxes, custom duties, VAT, and other levies imposed or incurred inside and outside Bangladesh.

19. Contractor's Personnel	19.1	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.
	19.2	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.
	19.3	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.
20. Subcontracting	20.1	Subcontracting the whole of the Works by the Contractor shall not be permissible. However, Contractor(s) may intend to subcontract an activity or part of the Works but not exceeding 30% (Thirty percent) of the whole works in value. The Contractor shall be responsible for the acts or defaults of any Subcontractor, his or her agents or employees, as if they were the acts or defaults of the Contractor.

	20.2	The prior consent, in writing, of the Head of the Procuring Entity (HOPE) or an officer authorized by him shall however be obtained for other proposed Subcontractor(s) not mentioned in the Contract.
	20.3	Any unauthorised subcontracting after entering into the contract shall be considered as fundamental breach of contract.
	20.4	Nominated Subcontractor named in the Contract shall be entitled to execute the specific components of the Works stated in the PCC.
	20.5	Subcontractors shall comply with the provisions of **GCC Clause 38**.
	20.6	The Contractor shall require its Subcontractors to execute the Works in accordance with the Contract, including complying with the relevant ES requirements, and the obligations set out in GCC Clauses 26-30.
	20.7	An agreement executed between the Contractor and the Sub-contractor(s) shall be submitted to the Project manager before the Sub-contractor(s) performs works.
21. Other Contractors	21.1	The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, the Project Manager and the Procuring Entity between the dates given in the Schedule of other Contractors. The Contractor shall also provide facilities and services for them as described in the Schedule. The Procuring Entity may modify the Schedule of other Contractors, and shall notify the Contractor of any such modification.
22. Project Manager's Decisions	22.1	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.
23. Delegation	23.1	The Project Manager may delegate any of his duties and responsibilities to his representative except to the Adjudicator, after notifying the Contractor, and may cancel any delegation, without retroactivity, after notifying the Contractor.
	23.2	Any communications to the Contractor in accordance with such delegation shall have the same effect as if it was given by the Project Manager.
24. Instructions	24.1	The Contractor shall carry out all instructions of the Project Manager that comply with the applicable law.
25. Queries About the Contract Conditions	25.1	The Project Manager, on behalf of the Procuring Entity, will clarify queries on the Conditions of Contract.
26. Safety, Security and Protection of the Environment	26.1	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. prepare and submit to the Project Manager for approval an **ES risk management plan** as mentioned in the **PCC** in compliance with the **ES Specifications** within fifteen (15) days of commencement of work; d. ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values indicated In the **ES Specifications** and the values prescribed by applicable Laws; e. use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons; f. 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.
27. Working Hours	27.1	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.

28. Welfare of Labourers	28.1	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.
	28.2	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.
	28.3	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 intervene

		to affect payments to the labourers and recover the cost from the Contractor.
	28.4	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 **PCC** and **ES Specifications.**
29. Prohibition on Child Labour	29.1	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 labor laws and other relevant treaties ratified by the government.
30. Discoveries	30.1	Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Procuring Entity. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
	30.2	The Contractor shall take all reasonable precautions including fencing-off the area of findings to prevent Contractor's Personnel or other persons from removing or damaging any of these discoveries/findings.
	30.3	The Procuring Entity shall notify relevant regulatory authorities that are entrusted with the protection of cultural heritage for the management of the discoveries.
31. Procuring Entity's and Contractor's Risks	31.1	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.
32. Procuring Entity's Risks	32.1	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.
	32.2	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.
33. Contractor's Risks	33.1	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.
34. Copyright	34.1	The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Contractor herein shall remain vested in the Contractor, or, if they are furnished to the Procuring Entity directly or through the Contractor by any third party, including Suppliers of materials, the copyright in such materials shall remain vested in such third party.
	34.2	The Contractor shall not, except for the purposes of performing the obligations under the Contract, without the written permission of the Procuring Entity disclose or make use of any specification, plan, design and drawing, pattern, sample or information furnished by or on behalf of the Procuring Entity.
35. Limitation of Liability	35.1	Except in cases of criminal negligence or wilful misconduct: (a) the Contractor shall not be liable to the Procuring Entity, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Procuring Entity; and (b) the aggregate liability of the Contractor to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Works, or to any obligation of the Contractor to indemnify the Procuring Entity with respect to patent infringement.
36. Insurance	36.1	The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts specified in the **PCC** for the following events which are due to the Contractor's risks: (a) loss of or damage to the Works, Plant, and Materials;

		(b) loss of or damage to Equipment; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and (d) personal injury or death.
	36.2	The Contractor shall deliver policies and certificates of insurance to the Project Manager, for the Project Manager's approval, before the Start Date. All such insurances shall provide for compensation to be payable in the types and proportions required to rectify the loss or damage incurred.
	36.3	If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may affect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
	36.4	Alterations to the terms of insurance shall not be made without the approval of the Procuring Entity.
	36.5	Both parties shall comply with conditions of the insurance policies.
	36.6	The Contractor shall cause extension of the insurance coverage in case of any extension of the contract period.
37. Management and Progress Meetings	37.1	Either the Project Manager or the Contractor may require the other to attend a management and progress meeting. The business of such meeting shall be to review the progress and plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
	37.2	The Project Manager shall record the business of the meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management and progress meeting or after the meeting, and stated in writing to all concerned.
	37.3	The Contractor shall prepare and submit to the Project Manager monthly progress report in a format and manner as mentioned in Environmental and Social risk management plan as specified in GCC Sub Clause 26.1 (c).
38. Corrupt, Fraudulent, Collusive, Coercive and Obstructive Practices	38.1	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.
	38.2	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.
	38.3	For the purposes of GCC Sub Clause 38.4, 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.*

	38.4	Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind be determined by the Procuring Entity or the Development Partner, if applicable, in competing for or in executing the Contract, is determined by the Procuring Entity, then the Procuring Entity may, upon giving 28 days' notice to the Contractor, terminate the Contractor's employment under the Contract and the provisions of Clause 88 shall apply as if such expulsion had been made under sub-clause 88.1 (Termination for Default).
	38.5	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: (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; (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.
	38.6	The Contractor shall be aware of the provisions on corruption, fraudulence, collusion coercion and obstruction in Section 64 of the Public Procurement Act, 2006 and Rule 149 of the Public Procurement Rules, 2025 and in case of Development Partner financed contract, the Procurement Guidelines of the Development Partner.
	38.7	The signed copy of Form e-PW3D-16 Letter of Acceptance of the Development Partner's Anticorruption Guidelines and Sanctions Framework shall be part of the contract.

B. Time Control

39. Commencement of Works	39.1	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;

		(b) possession of the Site given to the Contractor as required for the commencement of the Works; and (c) receipt by the Contractor of the Advance Payment under GCC Clause 73 provided that the corresponding Bank Guarantee has been delivered by the Contractor, if any. (d) Preparation and approval of ES risk management plans as mentioned in the PCC.
	39.2	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(ss) subject to compliance of GCC Clause 39** after the Commencement Date, and submission of updated work plan and shall then proceed with the Works with due expedition and without delay.
	39.3	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.
40. Completion of Works	40.1	The Contractor shall carry out the Works in accordance with the Programme of Works submitted by the Contractor and as updated with the approval of the Project Manager as stated under GCC Clause 41 to complete them in all respects by the Intended Completion Date.
	40.2	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.
41. Program of Works	41.1	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.
	41.2	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.
	41.3	If the Contractor does not submit an updated Programme of Works at the intervals as stated under GCC Sub Clause 41.2, 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.

	41.4	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.
42. Pro Rata Progress	42.1	The Contractor shall maintain Pro Rata progress of the Works. Progress to be achieved shall be pursuant to GCC Clause 41 and shall be determined in terms of the value of the works done.
43. Early Warning	43.1	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.
	43.2	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.
44. Extension of Intended Completion Date	44.1	The Contractor shall be entitled to an extension of the Intended Completion Date, if and to the extent that completion of the Works or any part thereof is or will be delayed by Compensation Events or a Variation.
	44.2	If the Contractor considers itself to be entitled to an extension of the execution period as stated under GCC Sub Clause 44.1, 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.
	44.3	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.
	44.4	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 44.1, 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.

	44.5	In the case an extension of the Intended Completion Date required under GCC Sub Clause 44.3 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.
	44.6	In exceptional cases, where an extension of the Intended Completion Date required under GCC Sub Clause 44.3 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.
	44.7	Except in case of Force Majeure, as provided under GCC Clause 83, a delay by the Contractor in the execution Works shall render the Contractor liable to the imposition of Liquidated Damages pursuant to GCC Clause 71, unless an extension of the Intended Completion Date is agreed upon pursuant to GCC Clause 44.3.
45. Delays Caused by Authorities	45.1	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 44.1.
	45.2	The Project Manager shall notify the Contractor accordingly keeping the Procuring Entity posted.
46. Acceleration	46.1	When the Procuring Entity wants the Contractor to finish the Works before the Intended Completion Date, the Project Manager will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date will be advanced accordingly and confirmed by both the Procuring Entity and the Contractor.
	46.2	If the Procuring Entity accepts the Contractor's priced proposals for acceleration, they will be incorporated in the Contract Price and treated as a **Variation** under GCC Clause 60.
47. Delays Ordered by the Project Manager	47.1	The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
48. Suspension of Work	48.1	The Project Manager may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.
49. Consequences of Suspension	49.1	If the Contractor suffers delay and/or incurs Cost from complying with the Project Manager's instructions under GCC Clause 48 and/or from resuming the work, the Contractor

		shall give notice to the Project Manager and shall be entitled subject to GCC Clause 91 to: (a) an extension of time for any such delay, if Completion is or will be delayed and (b) payment of any such cost, which shall be included in the Contract Price.
	49.2	After receiving this notice, the Project Manager shall proceed to agree or determine these matters.
	49.3	The Contractor shall not be entitled to any extension of time for, or to any payment of the cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with GCC Clause 48.

C. Quality Control

50. Execution of Works	50.1	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 and testing to ensure that the Works are being completed by the Contractor in conformity with the drawings, Bills of Quantities (BOQ) and technical specifications.
51. Examination of Works before covering up	51.1	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.
	51.2	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.
	51.3	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.
52. Identifying Defects	52.1	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.

53. Testing	53.1	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 67.
54. Rejection of Works	54.1	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.
55. Remedial Work	55.1	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.
	55.2	The Contractor shall comply with the instruction issued under GCC Sub Clause 55.1 within a reasonable time, which shall be specified in the instruction, or immediately if urgency is specified under GCC Sub Clause 55.1(c).
	55.3	If the Contractor fails to comply with the instruction issued under GCC Sub Clause 55.2, 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.
56. Correction of Defects	56.1	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.
	56.2	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.
57. Uncorrected Defects	57.1	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

58. Contract Price	58.1	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.
59. Bill of Quantities	59.1	The Bill of Quantities (BOQ) shall contain priced items for the construction, installation, testing, and commissioning work to be done by the Contractor.
	59.2	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.
	59.3	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.
60. Processing of Variations	60.1	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.
	60.2	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.
	60.3	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.
	60.4	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 62 and shall submit the same to the Procuring Entity for processing its approval.
	60.5	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.
	60.6	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.
	60.7	In no case, any Variation Order exceeding thirty percent (30%) of the original contract price shall be approved by any authority.
	60.8	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 60.5 and 60.6, 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.
	60.9	All Variations under the Contract shall be included in the updated Programme of Works produced by the Contractor.
61. Changes in the Quantities and Unit Rate	61.1	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.
	61.2	If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the BOQ.
	61.3	The adjusted rate shall generally be determined jointly by the PM and the Contractor. Financial approval shall be obtained from the appropriate Approving Authority as per DoFP.
62. Costing of Variations	62.1	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.
	62.2	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 60.1, 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, labor 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.
	62.3	While complying with the provisions of GGC Clause 61 and 62, 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.
	62.4	The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning under GCC Sub Clause 43.1.
	62.5	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.
63. Cash Flow Forecasts	63.1	When the Programme of Works is updated under GCC Sub Clause 41.2, the Contractor shall provide the Project Manager with an updated cash flow forecast.
64. Certification for Payment	64.1	The basis for payment certificates shall be BOQ rates used to determine the Contract Price.
	64.2	The Contractor shall submit to the Project Manager monthly statements of the estimated value of the works executed less the cumulative amount certified previously.
	64.3	The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
	64.4	However, before issuing the payment certificate the Project Manager shall verify if the Contractor is in breach of ES obligations as mentioned in GCC Clauses 26-29 and Sub Clause 37.3 and Section 9: ES specification. In case the Contractor fails to comply with any ES obligations under the

		Contract, an amount as specified in the **PCC**, due to take remedial actions against that failure as directed by the Project Manager within the specified timeframe, may be withheld until the work or obligation has been performed. If the contractor ultimately fails to comply with the ES Specifications, the withheld amount shall be forfeited as penalty.
	64.5	The maximum total amount withheld or forfeited due to failure in compliance with ES Specifications as mentioned in GCC Sub Clause 64.4 shall not exceed the amount as specified in the **PCC.**
	64.6	The value of work executed shall be determined by the Project Manager.
	64.7	The value of work executed may also include the value of Variations or Extra Work Orders, Certified Dayworks and Compensation Events.
	64.8	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.
65. Payments to the Contractor	65.1	Payments shall be adjusted for deductions for advance payments and retention. 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 for deductions for advance payments, retention and any other additions or deductions which may have become due under the Contract or otherwise, including those under GCC Clause 90.
	65.2	Payments for Works under Variation Orders or Extra Work Orders satisfactorily accomplished pursuant to GCC Sub Clause 60 may be made only after approval of the same by the Approving Authority or next higher, as appropriate.
	65.3	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 and issue an Interim Payment certificate (IPC).
	65.4	The PE shall settle the final payment upon certification by the Project Manager and issue the Final Payment Certificate (FPC).
66. Delayed Payment	66.1	If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment at the rate as specified in the **PCC**. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made.
	66.2	If an amount certified is increased in a subsequent certificate as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
	67.1	The following shall be Compensation Events:

67. 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 13.1; (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) The Project Manager unreasonably does not approve a subcontract to be let, if applicable; (f) 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; (g) The advance payment is delayed; (h) The effects on the Contractor of any of the Procuring Entity's Risks; (i) The Project Manager unreasonably delays issuing a Completion Certificate; (j) A situation of Force Majeure has occurred, as defined in GCC Clause 83; and (k) Other Compensation Events described in the Contract or determined by the Project Manager in the **PCC** shall apply.
	67.2	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.
	67.3	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.

	67.4	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.
68. Adjustments for Changes in Legislation	68.1	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.
	68.2	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.
	68.3	Prior to take step as per GCC Sub Clause 68.2, the Project Manager shall ensure that such changes have not already been accounted for in the price adjustment as defined in GCC Clause 69 and/or reflected in the Contract Price.
69. Price Adjustment	69.1	Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the **PCC**. If so provided, the adjustment will be applicable after twelve (12) months from the commencement of the Contract and the amounts as certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amount. The formulae indicated below applies: **P= A + B (Im/Io)** where: **P** is the adjustment factor **A** and **B** are Coefficients specified in the **PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract; and **Im** is the Index during the month the work has been executed and **Io** is the Index prevailing twenty-eight (28) days prior to the deadline for submission of Tender. The Indexes to be used is as published by the Bangladesh Bureau of Statistics (BBS) on a monthly basis. In case not available, then other countries or authorities of the sources mentioned in **Appendix to the Tender** may be used.

70. Retention Money	70.1	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.
	70.2	The total amount retained under GCC Sub Clause 70.1 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.**
71. Liquidated Damages	71.1	Except as provided under GCC Sub Clause 83, 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 of the uncompleted works or part thereof completed after the Intended Completion Date or extended Intended Completion Date, as applicable. The total amount of Liquidated Damages 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.
	71.2	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.
72. Bonus	72.1	The Contractor shall be paid a Bonus calculated at the percent-rate per day **if stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion of the whole of the Works is earlier than the Intended Completion Date. The Project Manager shall require certifying that the Works are complete, although they may not have fallen due to being complete as per approved updated Programme of Works.
73. Advance Payment	73.1	The Procuring Entity shall make advance payment, if so specified in the **PCC**, to the Contractor in the amounts and by the dates specified in the **PCC** against an irrevocable unconditional Bank Guarantee issued by any scheduled Bank of Bangladesh in the format as specified (**Form e-PW3D-13**), without alteration, and acceptable to the Procuring Entity of an amount equal to the advance payment. The Guarantee shall remain effective until the advance payment has been amortized, but the amount of the Guarantee shall be progressively reduced by the amounts amortized by the Contractor. Interest will not be charged on the advance payment.
	73.2	The Contractor shall use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been

		used for such specific purposes by supplying copies of invoices or other documents to the Project Manager.
	73.3	The advance payment shall be amortized by deducting at proportionate rate from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works as specified in the **PCC**. No account shall be taken of the advance payment or its amortization in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
	73.4	If the amortization of advance payment has not been completed by twenty-eight (28) days prior to the expiry date of the Guarantee stated under GCC Sub Clause 73.1, the Contractor shall correspondingly extend the validity of the Guarantee for a period so long the advance payment is fully amortized. The Bank Guarantee for advance payment shall be released when the same has been fully amortized.
74. Performance Security	74.1	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.
	74.2	Whenever Variations and/or adjustments under GCC Clauses 60, 61 and 62 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.
	74.3	The Procuring Entity shall notify the Contractor of any claim made against the Bank issuing the Performance Security.
	74.4	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.
	74.5	In the event as stated under GCC Sub Clause 74.4, 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.
	74.6	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.
	74.7	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.
	74.8	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.
75. Provisional Sums	75.1	Provisional Sums shall only be used, in whole or in part, in accordance with the Project Manager's instructions.
	75.2	Plants, Materials or Services to be purchased by the Contractor under the provisions of GCC Sub Clause 75.1 from Nominated Subcontractor(s) or for meeting the other expenditures under the Contract, and for which there shall be included in the Contract price, the actual amounts paid or due to be paid by the Contractor, and a sum for profit, overhead and VAT, as applicable, calculated as a percentage of these actual amounts by applying the relevant percentage rate as specified in the **PCC.**
76. Dayworks	76.1	If applicable, the Dayworks rates in the Contractor's Tender shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
	76.2	All works to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be certified and signed by the Project Manager within seven (7) days of the works being done.
	76.3	The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
77. Cost of Repairs to Loss or Damages	77.1	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

78. Completion	78.1	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.
79. Taking Over & Issuance of Completion Certificate	79.1	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-PW3D-F**.
80. Amendment to Contract	80.1	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.
	80.2	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
81. Final Account	81.1	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.
	81.2	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.
	81.3	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.
	81.4	If the **Final Account of Works** submitted under GCC Sub Clause 81.1 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.
82. As-built Drawings and Manuals	82.1	If "As Built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **PCC**.
	82.2	If the Contractor does not supply the Drawings and/or Manuals by the dates specified in GCC Sub Clause 82.1, 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.

83. Force Majeure	83.1	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.
	83.2	The Head of Procuring Entity decides the existence of a Force Majeure that will be the basis of the issuance of order for suspension of Works as stated under GCC Sub Clause 48.1.
84. Notice of Force Majeure	84.1	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.
	84.2	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.
85. Consequences of Force Majeure	85.1	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.
	85.2	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 84, and suffers delay and/or incurs cost by reason of such Force Majeure, the Contractor shall be entitled subject to GCC Sub Clause 96 to: (a) an extension of time for any such delay, if completion is or will be delayed, under GCC Clause 44, and (b) if the event or circumstance is of the kind described sub-paragraphs (a) to (e) of GCC Sub Clause 83.1 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 referred to in GCC Clause 36.
	85.3	After receiving notice under GCC Sub Clause 84.1, the Project Manager shall proceed to determine these matters under the provisions of the Contract.
86. Release from Performance	86.1	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 92.3 if the Contract had been terminated under GCC Sub Clause 90.2.

F. Termination and Settlement of Disputes

87. Notice to Correct	87.1	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.
	87.2	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.
88. Termination for Default	88.1	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 Sub Clause 87; 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 minimum workable 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 Sub Clause 71; ix. the Contractor has subcontracted the Works exceeding the percentage as mentioned in GCC Sub Clause 20.1 or any subcontractor has been engaged during contract implementation without the prior approval of the Head of Procuring Entity or Authorized Officer as specified in GCC Sub Clause 20.2. x. the Contractor, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent or collusive or coercive or obstructive practices, in case development partner, as defined in GCC Sub Clause 38, 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.
89. Procedure for Termination for Default:	89.1	If any of the events pointed out under GCC Sub Clause 88.1 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.
	89.2	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.
	89.3	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.
	89.4	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.
	89.5	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.
90. Procedure for Termination for other causes	90.1	<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.
	90.2	<u>Termination for Convenience</u> 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 90.2 (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 88.1.
	90.3	<u>Termination for Force Majeure/ Frustration</u> 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.
91. Events following Termination by Procuring Entity	91.1	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 90.2, 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 92.1.

	91.2	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.
	91.3	The expiration of the Intended Completion Date under GCC Clause 44 and, the initiation of settlement of disputes like amicable or adjudication and arbitration under GCC Clause 96 shall not be deemed a termination of the Contract under GCC Clause 88.
92. Payment upon Termination	92.1	If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 88.1 by the Contractor, the Project Manager shall issue a certificate for the value of the Works done and Plant and Materials ordered less advance payments received up to the date of the issue of the certificate and, 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.
	92.2	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.
	92.3	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.
	92.4	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;
	92.5	Before issuing the payment certificate under the GCC Sub-clauses 92.1, 92.2, 92.3 and 92.4, 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.
93. Property	93.1	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 88.1.
94. Frustration	94.1	If the Contract is frustrated by the occurrence of a situation of Force Majeure as defined in GCC Sub Clause 83, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any work carried out afterwards to which a commitment was made.

G. Claims, Disputes and Arbitration

95. Contractor's Claims	95.1	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.
	95.2	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.
	95.3	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.
96. Settlement of Disputes	96.1	**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.
	96.2	**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 96.2 (b)
	96.3	**Arbitration** (a) If the parties are unable to reach a settlement as per GCC Clauses 96.1 and 96.2 within twenty-eight (28) days from the date of decision made by the Adjudicator as per GCC Sub Clause 96.2(c), either party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub Clause 96.3(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 (PCC)

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, address, and name of authorized representative]*
GCC 1.1(bb)	The Intended Completion Date for the whole of the Works shall be *[insert date]* *[to be calculated from the Commencement Date]*
GCC 1.1 (ee)	The original Contract Price is *[insert the amount in the NOA]*
GCC 1.1(ii)	The Procuring Entity is *[Name, address, and name of authorized representative]*
GCC 1.1(jj)	The Development Partner is [……..]
GCC 1.1(kk)	The Project Manager is *[Name, address, and name of authorized representative]*
GCC 1.1(pp)	The Site is located at *[location]*and is defined in drawings No: *[insert numbers]*
GCC 1.1(ss)	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(ww)	The Works consist of _____ *[state brief summary, including relationship to other Contracts under the Project]*
GCC 2.5	Sectional Completion Dates are: Sl. No. | Name of the Section | Sectional Completion Date | | | | | | | | | *[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/Cell Number: e-mail address:
	The Contractor's address for the purpose of communications under this contract is : Contact person: Address: Tel/Cell Number: e-mail address:
GCC 6.1 (l)	Other documents forming part of the Contract are; *[list other documents viz. Schedule of other contractors, Schedule of Key Personnel, Site Investigation Reports, relevant correspondences prior to signing of the Contract agreement etc.]*
GCC 9.1	The Contractor or the Subcontractor that is a national of, or registered in, the following countries are not eligible: *[state countries, if applicable]*
GCC 9.2	Materials, Equipment Plants and supplies shall not have their origin in the following countries: *[state countries, if applicable]*
GCC 13.1	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]*
GCC 19.1	Following Key Personnel to carry out the functions stated in the Schedule shall be employed by the Contractor; *[insert name(s)]*
GCC 20.4	Nominated Subcontractor(s) named below; *___[insert name(s)]*_____ shall be entitled to execute the following specific components of the Works *[state none, if not applicable]*

<table>
<tr><td>GCC 22.1</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 26.1(c)</td><td>The contractor shall prepare and regularly update an ES risk management plan in accordance with the requirements of the Section 9: ES Specifications and shall incorporate the items(s) specified as “Required” from the following table:

<table>
<tr><th>Items of ES risk management plan</th><th>Requirement</th></tr>
<tr><td>i. Occupational Health and Safety (OHS) plan</td><td></td></tr>
<tr><td>ii. Construction material and equipment storage plan</td><td></td></tr>
<tr><td>iii. Air, water and noise pollution prevention plan and resource efficiency measures</td><td></td></tr>
<tr><td>iv. Community Health and Safety (CHS) plan</td><td></td></tr>
<tr><td>v. Traffic Management Plan</td><td></td></tr>
<tr><td>vi. Emergency Response Plan</td><td></td></tr>
<tr><td>vii. Others (If any)</td><td></td></tr>
</table>

The period between ES risk management plan updates is [state interval]

[Mention the term ‘Required’ in the Requirement column in case of the plan(s) which is/are required to be incorporated into the ES risk management plan. Please add any additional plan if necessary.
Interval between the plan updates can be “quarterly” as per PE’s requirement.]</td></tr>
<tr><td>GCC 28.4</td><td>Contractor shall put in place a Grievance Redress Mechanism (GRM) or any other mechanism as per the guidelines mentioned in ES Specifications [Please mention ‘Required’ in the Requirement column if such actions are necessary depending upon the nature and scale of the works, and based on the assessment done and documents prepared during the project preparation]

<table>
<tr><th>Description of Document/Action</th><th>Requirement</th></tr>
<tr><td>i. The Contractor shall have a grievance redress mechanism for Contractor’s Personnel to raise workplace concerns.</td><td></td></tr>
<tr><td>ii. Others</td><td></td></tr>
</table>
</td></tr>
<tr><td>GCC 36.1</td><td>The insurance cover shall be:

<table>
<tr><td>(a)</td><td>The minimum cover for the Works and of Plant and Materials is Tk [state amount].

[the Procuring Entity shall state the amount at the time of preparing PCC. Amount could be 110% of the value of the works, plant and materials]</td></tr>
</table>
</td></tr>
</table>

	(b)	The maximum deductible for insurance of the Works and of Plant and Materials is [*state amount].* *[the Contractor shall state this amount at the time of Contract signing. Amount could be 3-5%t of the sum insured]*
	(c)	The minimum cover for loss or damage to Equipment is Tk *[state amount].* *[the Procuring Entity shall state the amount at the time of preparing **PCC**. Amount could be 110% of the replacement value of the equipment]*
	(d)	The maximum deductible for insurance of Equipment is [*state amount].* *[the Contractor shall state this amount at the time of Contract signing. Amount could be 3-5% of the sum insured].*
	(e)	The minimum cover for other property is *[state amount].* *[the Procuring Entity shall state the amount at the time of preparing **PCC**. Amount could be 10% of the Contract Price]*
	(f)	The maximum deductible for insurance of other property is *[state amount].* *[the Contractor shall state this amount at the time of Contract signing. Amount could be 3-5% of sum insured]*
	(g)	The minimum cover for personal injury or death: (i) for the Contractor's employees is as per the law and common practice in Bangladesh. (ii) and for third parties is as per the law and common practice in Bangladesh.
GCC 39.1	Commencement Date shall be *[insert date]*	
GCC 41.1	The Contractor shall submit a Programme for the Works within *[insert days]* days of signing the Contract. *[usually fifteen (15) days]*	
GCC 41.2	The period between Programme updates is *[state interval]* *[usually bi-monthly or quarterly depending on the nature of the Works]*	
GCC 41.3	The amount to be withheld for late submission of an updated Programme is *[state amount].*	
GCC 56.1	The Defects Liability Period is *[state months]* *[usually Defect Liability Period is twelve (12) months to cover at least one complete monsoon season].*	

GCC 64.4	The amount of payment withheld of forfeited amount due to failure in compliance with any obligations under ES Specifications or reporting arrangement shall be …….. *[please insert an amount that would be reasonable to take remedial actions regarding compliance of ES obligations/requirements. If it is difficult to ascertain the appropriate amount then for each event of failure, it could be an amount between 0.1 (zero point one) to 0.2 (zero point two) percent of the contract amount].*
GCC 64.5	The maximum total amount of payment withheld of forfeited due to failure(s) in compliance with ES Specifications is *[insert≤Two (2)*] percent of the final Contract Price of the whole of the Works.
GCC 65.3	The particulars of the Bank Account nominated are as follows: Title of the Account : *[insert title to whom the Contract awarded]* Name of the Bank : *[insert name with code, if any]* Name of the Branch : *[insert branch name with code ,if any]* Account Number : *[insert number]* Address : *[insert location with district]* Tel/Cell Number : e-mail address : *[information furnished by the Contractor shall be substantiated by the concerned Bank and authenticated by the Procuring Entity]*
GCC 66.1	The rate of interest shall be the prevailing rate of interest for commercial borrowing established in the country. Or *[state 'None']* *[delete not appropriate]*
GCC 67.1(k)	The following additional events shall also be the Compensation Events: *[list events or state "none"]*
GCC 69.1	The Contract is not subject to price adjustment. OR
	The Contract is subject to price adjustment, the formulae and weightings or coefficients of indexes for adjustment are: [*Price Adjustment Formulae to be applicable if stated under ITT Sub Clause 26.8 and ITT Sub Clause 26.9 shall be specified here]*

	Example: **P= A + a (Lm/Lo)+ b (BIm/BIo)+ c (CEm/CEo)+ d (RSm/RSo)+ e (STm/STo)+ f (BRm/BRo)+g (MIm/MIo) + h (FUm/FUo)+ etc** where; **L= Labor, BI=Bitumen, CE=Cement, RS=Reinforcing Steel, ST=Stone, BR=Bricks, MI=Miscellaneous, FU= Fuel]** **Weighting or Coefficient A equals between 0.20 and 0.25 and, B (a+b+c+d+e+f+g+h+etc) equals between 0.80 and 0.75.** [*insert figure*] non-adjustable component (**coefficient A**) [*insert figure*] adjustable component (**coefficient B**) *[The sum of **A+B** shall equal **ONE** (1). It is usual to have value of **A** between 0.20 and 0.25 and that of **B** between 0.80 and 0.75. Breakdown of **B** shall be provided in **Appendix to the Tender.]*** *[delete not appropriate. Reference is drawn to ITT Sub Clause 26.8 and ITT sub Clause 26.9]*
GCC 70.1	The portion of payments to be retained is **five (5) percent** of the contract price. In case of front loading or unbalanced price loading, PE may extend this proportion up to twenty (20) percent of the contract price. In such cases, money retained for meeting any claims during Defect Liability Period shall be half of the total money retained but not less than five (5) percent of the contract price.
GCC 71.1	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 71.1 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.**
GCC 71.1	The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is *[insert≤ ten (10)*] percent of the final Contract Price of the whole of the Works.
GCC 72.1	The Bonus for the whole of the Works is *[insert between 0.03 and 0.05)]* percent of the final Contract Price per day of early completion.
	The maximum amount of Bonus for the whole of the Works is *[insert ≤ ten (10)]* percent of the final Contract Price *[if early completion would provide benefits to the Procuring Entity, this clause should remain, otherwise state "Not Applicable". The bonus is usually numerically equal to the Liquidated Damages]*

GCC 73.1	The Advance Payment shall be Tk [*insert amount*] and shall be paid to the Contractor not later than [*insert date*]. *[If any advance payment is not to be made, please state "Not Applicable". An advance payment, if admissible, shall be made for mobilisation, considering the nature of the works. The recommended maximum advance payment is ten (10) percent of the original Contract Price against an irrevocable unconditional Bank Guarantee (**Form PW3D-13**)]*
GCC 73.3	Advance Payment shall be amortized at the rate of [*insert percentage*] from the progressive payments of invoices. [*The amortization of the Advance Payment shall commence when the progress payments have reached twenty **(20)** percent of the Contract Price and, be completed when the progress payments have reached eighty **(80)** percent of the Contract Price*]
GCC 75.2	The percentage for adjustment of Provisional Sums is ____% (_____percent) [*state none, if not applicable. Usually covers the profit, overhead and VAT costs]*
GCC 82.1	The date by which "**as-built**" drawings are required is *[insert date]* The date by which operating and maintenance manuals are required is *[insert date]*
GCC 82.2	The amount to be withheld for failing to produce "**as-built**" drawings and/or operating and maintenance manuals by the date required is Tk *[insert amount]* *[usually a very nominal amount]*
GCC 92.1	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 96.2 (b)	The Adjudicator jointly appointed by the parties is: Name: Address: Tel/Cell No: e-mail address:
GCC 96.2(b)	In case of disagreement between the parties, the Appointing Authority for the Adjudicator is the President of the Institution of Engineers, Bangladesh (IEB).
GCC 96.3 (b)	The arbitration shall be conducted in the place mentioned below; [*state name of place with location and district*]

Appendix to the Tender

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

Table 1.1: Price Adjustment Data

[ITT Sub Clause 26.9: To be provided by the Procuring Entity]

Index Descriptions	Base Value	Sources of Index

Note:

1. The sources of Indexes and its values with dates shall be Bangladesh Bureau of Statistics (BBS) or any other Government sources unless otherwise mentioned by the Procuring Entity.
2. The Base Value of the Indexes shall be those prevailing twenty-eight (28) days prior to the deadline for submission of the Tenders.

Table 1.2: Price Adjustment Data

[GCC Clause 69: To be provided by the Procuring Entity]

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

Note:

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

Section 5. Tender and Contract Forms

Form	Title
	Tender Forms
e-PW3D-1	e-Tender Submission Letter
e-PW3D-2	Tenderer Information
e-PW3D-3	JV Partner Information (*if applicable*)
e-PW3D-4	Subcontractor Information (*if applicable*)
e-PW3D-5	Personnel Information
e-PW3D-6	Tenderer's Capacity Information
e-PW3D-7	Bank Guarantee for Tender Security (*when this option is chosen*)
e-PW3D-8	Bank's Letter of Commitment for Line of Credit (*when this option is chosen*)
e-PW3D-9	Letter of Acceptance of the Development Partner's Anticorruption Guidelines and Sanctions Framework
	Contract Forms
e-PW3D-10	Notification of Award
e-PW3D-11	Contract Agreement
e-PW3D-12	Bank Guarantee for Performance Security (*when this option is chosen*)
e-PW3D-13	Bank Guarantee for Advance Payment (*if applicable*)
e-PW3D-14	Code of Conduct (CoC) for Contractor's Personnel
e-PW3D-15	Contract Amendment
e-PW3D-16	Letter of Acceptance of the Development Partner's Anticorruption Guidelines and Sanctions Framework
	Other Forms
e-PW3D-A	*Invitation for Tenders (IFT)*
e-PW3D-B	*Joint Venture (JV) Sample Agreement*
e-PW3D-C	*Reporting Contract Award*
e-PW3D-D	*Public Reporting on Contract Signing*
e-PW3D-E	*Commencement of Works*
e-PW3D-F	*Completion Certificate*

Forms e-PW3D-1 to e-PW3D-9 comprise part of the Tender Forms and should be completed as stated in ITT Clauses 23 and forms e-PW3D-9 to e-PW3D-16 comprise part of the Contract Forms as stated in GCC Clause 6.

The minimum content of Form e-PW3D-14 (the Code of Conduct) as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including considering Contract-specific issues/risks. The Bidder shall initial and submit the Code of Conduct form as part of its tender as required by ITT 23.1 (n) of the ITT.

e-Tender Submission Letter (Form e-PW3D-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, offer to execute Works and Physical services in conformity with the Conditions of Contract and associated Contract documents and e-TD.

In accordance with ITT Sub Clauses 26.5, the discounts shall apply in the discount form to our Tender and equally applicable on all the items of BOQ within package.

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 32.1) 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 35.1) and valid for a period of twenty-eight (28) days beyond the Tender Validity date;

(c) if our Tender is accepted, we commit to furnishing a Performance Security within the time stated under ITT Sub Clause 64.2 in the amount stated in the Tender Data Sheet (ITT Sub Clause 63.1) and in the form specified in the Tender Data Sheet (ITT Sub Clause 64.1) 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 11)*;*

(e) we, including as applicable, any JV partner or Subcontractor for any part of the contract resulting from this Tender process, have nationalities from eligible countries, in accordance with ITT Sub Clause 5.1;

(f) we, including as applicable as a sole Tenderer are submitting this Tender in accordance with ITT Sub Clause 19.1

(g) we, including as applicable as a JV partner are submitting this Tender forming the other partners of JV through e-GP System in accordance with ITT Clause 17*;*

(h) we, including as applicable any JV partner, declare that we are not associated, nor have been associated in the past, directly or indirectly, with a consultant or any other entity that has prepared the design, specifications and other documents in accordance with ITT Sub Clause 5.6;

(i) we, including as applicable any JV partner or Subcontractor for any part of the contract resulting from this Tender process, have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive, coercive or obstructive practices in accordance with ITT Sub Clause 5.7;

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

(k) we intend to subcontract an activity or part of the Works through e-GP System, in accordance with ITT Clause 18.1 to the following Subcontractor(s);

(l) we, including as applicable any JV partner, confirm that we are not currently suspended or debarred in connection with ITT Clause 5.8,

(m) 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;

(n) we, including as applicable any JV partner, confirm that we do not have a record of insolvency, receivership, bankrupt or being wound up, our business activities were not been suspended, and it was not been the subject of legal proceedings in accordance with ITT Sub Clause 5.9;

(o) we, including as applicable any JV partner, confirm that we have fulfilled our obligations to pay taxes and social security contributions applicable under the relevant national laws and regulations of Bangladesh in accordance with ITT Sub Clause 5.5;

(p) 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 57.

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

Attachment:

[ITT Sub Clause 28.2(b)]

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

Tenderer Information (Form e-PW3D-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& 28]			
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)			
	Government-owned Enterprise			
	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	Litigation [ITT Cause 14]			
	A. No pending litigation ☐ [if no pending litigation put Tick Mark in Box]			
	B. Pending litigation			
	Month / Year	Matter in dispute	Value of Pending Claim in Taka	

1.8	Tenderer to attach photocopies of the original documents mentioned aside	[All documents required under ITT Clauses 5 and 28]
The following two information are applicable for National Tenderers		
1.9	Tenderer's Value Added Tax Registration (VAT) Number	
1.10	Tenderer's Tax Identification Number (TIN)	
[The foreign Tenderers, in accordance with ITT Sub Clause 5.1, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion]		
2.	Qualification Information of the Tenderer [ITT Clause 31]	
2.1	General Experience in Construction Works of Tenderer [Experience under construction contracts in the role of prime contractor, JV member, Subcontractor, or management contractor during the last [insert number] years,	
2.2	Specific Experience in Construction Works of Tenderer Completed Contracts of similar nature, complexity and methods/construction technology	

Contract No Name of Contract	[insert reference no] of [insert year] [insert name]		
Role in Contract *[tick relevant box].*	Prime Contractor	Subcontractor	Management Contractor
Award date Completion date Total Contract Value	[insert date] [insert date] [insert amount]		
Procuring Entity's Name Address Tel e-mail Brief description with justifications of the similarity compared to the Procuring Entity's requirements	[state justification in support of its similarity compared to the proposed works]		

D.2 Average Annual Construction Turnover

[Select one option from below and delete the others]

[Option 1: Based on Profit and Loss Account or Audit Report duly conducted by Registered Chartered Accountancy Firm, Exchange Rate shall be rate at the end of the period reported by the concerned central bank of the country]

Period or Year	Amount and Currency	Amount in Equivalent BDT.

Option 2: Based on total certified payments received for contracts in progress or completed under public sector for a period as stated under ITT Sub Clause 14.1(b) [applicable for local tenderer]

Sl.	Period or Year	Tender ID or Ref. No.	Received Date	Gross Amount	Payment Received as Sole Tenderer or JV Partner	Turnover
					Total	
					AACT	

2.4	Liquid assets available to meet the construction cash flow [ITT Sub Clause 14.1(c)]		
	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 31.1(d)				
2.5	Contact Details [ITT Sub Clause 31.1 (h)]			
	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 31.1(f)]			
	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 PW3D-5*)]				
2.7	Major Construction Equipment proposed to carry out the Contract [ITT Sub Clause 31.1(g)]			
	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]				

JV Partner Information (Form e-PW3D-3)

[This Form should be completed and signed by each JV partner without alterations, preferably on its Letter-Head Pad]

1.	Eligibility Information of the JV Partner [ITT –Clauses 5 & 28]			
1.1	Nationality of individual or country of registration			
1.2	JV Partner's legal title			
1.3	JV Partner's registered address			
1.4	JV Partner'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)			
	Government-owned Enterprise			
	Others [please describe, if applicable]			
1.5	JV Partner's year of registration			
1.6	JV Partner's authorised representative details			
	Name			
	National ID number			
	Address			
	Telephone numbers			
	e-mail address			
1.7	Litigation [ITT Cause 14]			
	A. No pending litigation ☐ [if no pending litigation put Tick Mark in Box]			
	B. Pending litigation			
	Year	Matter in dispute	Value of Pending Claim in Taka	Value of Pending Claim as Percentage of Net Worth

1.8	JV Partner to attach photocopies of the original documents mentioned aside	[All documents required under ITT Clauses 5 and 28]		
The following two information are applicable for national JV Partners only				
1.9	JV Partner's Value Added Tax Registration (VAT) Number			
1.10	JV Partner's Tax Identification Number (TIN)			
[The foreign JV Partners, in accordance with ITT Sub Clause 5.1, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion]				
2. Key Activity(ies) for which it is intended to be joint ventured, if it can be specified [ITT Sub Clause 17.2]				
	Elements of Activity	Brief description of Activity		
3. Qualification Information of the JV Partners [ITT Clause 31]				
3.1	General Experience in Construction Works of JV Partners [State years of experience]			
3.2	Specific Experience in Construction Works of JV Partners Completed Contracts of similar nature, complexity and methods/construction technology			
	Contract No Name of Contract	[insert reference no] of [insert year] [insert name]		
	Role in Contract *[tick relevant box].*	Prime Contractor	Subcontractor	Management Contractor
	Award date Completion date Total Contract Value	[insert date] [insert date] [insert amount]		
	Procuring Entity's Name Address Tel e-mail Brief description with justifications of the similarity compared to the Procuring Entity's requirements	[state justification in support of its similarity compared to the proposed works]		

3.3 Average Annual Construction Turnover

[Select one option from below and delete the italics]

[Option 1: Based on Profit and Loss Account or Audit Report duly conducted by Registered Chartered Accountancy Firm, Exchange Rate shall be rate at the end of the period reported by the concerned central bank of the country]

Period or Year	Amount and Currency	Amount in Equivalent BDT.
1	2	3

Option 2: Based on total certified payments received for contracts in progress or completed under public sector for a period as stated under ITT Sub Clause 14.1(b) [applicable for local tenderer]

Sl.	Period or Year	Tender ID or Ref. No.	Received Date	Amount	Business Share	Turnover
1	2	3	4	5	6	7
					Total	
					AACT	

3.4	Liquid assets available to meet the construction cash flow [ITT Sub Clause 14.1(c)]		
	No	Source of Financing	Amount Available
In order to confirm the above statements, the JV Partners shall submit, as applicable, the documents mentioned in ITT Sub Clause 31.1(d)			
3.5	Contact Details [ITT Sub Clause 31.1 (h)]		
	Name, address, and other contact details of JV Partner's Bankers and other Procuring Entity(s) that may provide references, if contacted by this Procuring Entity		

3.6	Qualifications and experience of key technical and administrative personnel proposed for Contract administration and management [ITT Sub Clause 31.1(f)]			
	Name	Position	Years of General Experience	Years of Specific Experience
[JV Partners *to complete details of as many personnel as are applicable. Each personnel listed above should complete the Personnel Information (Form PW3D-5*)]				
3.7	Major Construction Equipment proposed to carry out the Contract [ITT Sub Clause 31.1(g)]			
	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]				

Subcontractor Information Form (Form e-PW3D-4)

[This Form should be completed and signed by each Subcontractor, without alterations, preferably on its Letter-Head Pad]

1.	Eligibility Information of the Subcontractor [*ITT –Clauses 5 & 28]*	
1.1	Nationality of Individual or country of Registration	
1.2	Subcontractor's legal title	
1.3	Subcontractor's registered address	
1.4	Subcontractor'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)	
	Government-owned Enterprise	
	Other (please describe)	
1.5	Subcontractor's year of registration	
1.6	Subcontractor's authorised representative details	
	Name	
	Address	
	Telephone numbers	
	e-mail address	
1.7	Subcontractor to attach copies of the following original documents	All documents to the extent relevant to ITT Clause 5 and 28 in support of its qualifications
The following two information are applicable for national Subcontractors		

1.8	Subcontractor's Value Added Tax Registration (VAT) Number		
1.9	Subcontractor's Tax Identification Number (TIN)		
[The foreign Subcontractors, in accordance with ITT sub Clause 5.1, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion]			
2. Key Activity(ies) for which it is intended to be Subcontracted [ITT Sub Clause 18.1]			
2.1	Elements of Activity	Brief description of Activity	
2.2	List of Similar Contracts in which the proposed Subcontractor had been engaged		
	Name of Contract and Year of Execution		
	Value of Contract		
	Name of Procuring Entity		
	Contact Person and contact details		
	Type of Work performed		

Personnel Information (Form e-PW3D-5)

[This Form should be completed for each person proposed by the Tenderer in Form PW3D-2 & PW3D-3, 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:	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			

Tenderer's Capacity Information (Form e-PW3D-6)

Period	Maximum Value of Works performed in one year within last 5 Years from IFT date	Value of Remaining Works or Current Commitment
[*should be same as provided in 3.3 of e-PW3D-3]*	[*should be the maximum value of turnover in any one period as provided in column 3 of 3.3 (option1) or column 7 of 3.3 of e-PW3D-3 (option 2)]*	[*should be same as the sum of values provided in column 8 of table A and column 9 of table B* *or* *in column 9 of table C and column 10 of table D]*

Tenderer's Current Commitment Determination

Option1: If Tenderer participated as individual

(A) List of On-Going Works / Current Commitment Under any Organization as a Sole Tenderer:

SL No	TID or Ref No.	Contract Amount	Date of Issuance of NOA/ Signing Contract	Intended Completion Date of contract	Name of the PE & its Organization	Payment Received	Value of remaining Works/Current Commitment	Upload Contract Agreement /NOA
1	2	3	4	5	6	7	8=(3-7)	9
1								
2								
3								

(B) List of On-Going Works / Current Commitment Under any Organization as a JV Partner

SL No	TID or Ref No.	Contract Amount	Tenderer's portion in the contract amount	Date of Issuance of NOA/ Signing Contract	Intended Completion Date of contract	Name of the PE & its Organization	Payment Received as JV Partner	Value of remaining Works/Current Commitment	Upload Contract Agreement /NOA
1	2	3	4	5	6	7	8	9=(4-8)	10
1									
2									
3									

***Foot-note**:*

1. *Tenderer has to submit up-to-date payment certificate from Respective PE and corresponding JV agreement against each case listed in above forms A and B*
2. *Intended Completed Date in column 6 also indicates the extended dates as appropriate.*

Option2: If Tenderer participated as JV

(C) List of On-Going Works / Current Commitment Under any Organization as a Sole Tenderer:

SL No	JV Partner Name	TID or Ref No.	Contract Amount	Date of Issuance of NOA/ Signing Contract	Intended Completion Date of contract	Name of the PE & its Organization	Payment Received	Value of remaining Works/Current Commitment	Upload Contract Agreement /NOA
1	2	3	4	5	6	7	8	9=(4-8)	10
1									
2									
3									

(D) List of On-Going Works / Current Commitment Under any Organization for JV Information

SL No	JV Partner Name	TID or Ref No.	Contract Amount	Tenderer's portion in the contract amount	Date of Issuance of NOA/ Signing Contract	Intended Completion Date of contract	Name of the PE & its Organization	Payment Received as JV Partner	Value of remaining Works/ Current Commitment	Upload Contract Agreement /NOA
1	2	3	4	5	6	7	8	9	10=(5-9)	11
1										
2										
3										

***Foot-note**:*

3. *Partner-wise information of a JV that participates in the current tender shall have to be provided following the above four forms (as appropriate).*
4. *Tenderer has to submit up-to-date payment certificate from respective PE and corresponding JV agreement against each case listed in above forms C and D.*
5. *Intended Completed Date in column 6 also indicates the extended dates as appropriate.*

Bank Guarantee for Tender Security (Form e-PW3D-7)

[This is the format for the Tender Security to be issued by any scheduled Bank of Bangladesh without alteration, in accordance with ITT Clause 35 & 36]

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. failed to furnish Performance Security within the period stipulated in the NOA; or
b. refused to sign the Contract Agreement by the time specified in the NOA; or
c. did not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT.

This guarantee will expire

(a) if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Contract Agreement signed by the Tenderer or 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-PW3D-8)

[This is the format for the Credit Line to be issued by any scheduled Bank of Bangladesh, without alterations, in accordance with ITT Clause 31.1(d).]

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

Form e-PW3D-9 and e-PW3D-16

Letter of Acceptance of the Tenderer of the Development Partner's Anticorruption Guidelines and Sanctions Framework

[The PE Shall attach respective DP's Anticorruption Guidelines and Sanctions Framework as well]

Invitation for Tender No: Date:

Tender Package No: Lot No (*when applicable*)

To:

[*Name and address of the Procuring Entity*]

I/We, the authorised signatory of the firm titled [*Insert Name and Address of the firm*], do hereby accept all the provisions of [*Insert name of DP's Anticorruption Guidelines or similar document]* in connection with this tender as well as the possible contract to be awarded. I/We also accept that the Development Partner (and/or the Procuring Entity) may act according to the aforesaid guidelines in case of any non-compliance.

(Signature)

Date: *Name, designation, address and NID*

Notification of Award (Form e-PW3D-10)

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. furnish a Performance Security in the specified format and in the amount of Tk [*state amount in figures and words*], within [mention number of 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 65.

ii. sign the Contract within [*mention number of days* as per Rule 123(11)] 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 68.

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-PW3D-11)

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 General Specifications
   (h) the ES Specifications and related risk management plan;
   (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-PW3D-12)

[This is the format for the Performance Security to be issued by any scheduled Bank of Bangladesh, without alteration, in accordance with ITT Clause 64]

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

Bank Guarantee for Advance Payment (Form e-PW3D-13)

[This is the format for the Advance Payment Guarantee to be issued by any scheduled Bank of Bangladesh, without alteration, in accordance with GCC Clause 73]

Contract No: [insert reference number] Date: [insert date]

To:

[insert Name and address of the Procuring Entity]

ADVANCE PAYMENT 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 of Contract under GCC Clause 73, the Advance Payment on Contract must be supported by a Bank Guarantee.

At the request of the Contractor, we *[insert 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.

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Procuring Entity and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until *[insert 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

Code of Conduct for Contractor's Personnel (Form e-PW3D-14)

[Note to the Employer: The following minimum requirements shall not be modified*. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment. The types of issues identified could include risks associated with: labour influx, spread of communicable diseases,* Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) *etc.]*

Note to the Bidder: The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to consider Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its tender as required by ITT 24.1 (n) of the ITT.

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [*enter name of Contractor*]. We have signed a contract with [*enter name of the Procuring Entity*] for [*enter description of the Works*]. These Works will be carried out at [*enter the Site and other locations where the Works will be carried out*]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, labourers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "**Contractor's Personnel"** and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
    a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
    b. wearing required personal protective equipment;
    c. using appropriate measures relating to chemical, physical and biological substances and agents; and
    d. following applicable emergency operating procedures.

4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Contractor's hotline *(if any)* and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor's contact person(s) with relevant experience*] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors.

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g., cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
- A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Contract Amendment (Form e-PW3D-15)

[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						

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.

Environmental and Social (ES) Safeguard Works

Item no.	Item Code (if any)	Description of Item	Measurement Unit	Quantity	Unit Price		Total Price		Tenderer's Response
					In figures	In words	In figures	In words	
1	*2*	*3*	*4*	*5*	*6*	*7=6*	*8=5x6*	*9=8*	
ES 101	*01-013-02*	Supply of first aid box with standard contents	*No.*	*5*	5,000	Taka Five Thousand Only	25,000	Taka Twenty-Five Thousand Only	
ES 102	--	Supply of adequate quantities of PPEs to employees and workers as per requirements of the works as mentioned in ES Specifications.	*Set/L.S*						
ES 103	--	Dust suppression measures like water sprinkling on aggregates / unpaved roads, in and around the work site for the whole duration of the works.	*L.S.*						
ES 104	--	Posting health and safety warning sign at conspicuous place in the site.	*L.S.*						
ES 105	--	Providing training on SEA/SH to labours.	*L.S.*						
ES 106	--								
--	--	--	--	--	--	--	--	--	--
--	--	--	--	--	--	--	--	--	--
& so on									
Data shown above are examples only									
GRAND TOTAL OF ES Cost:									**xx**

Schedule of Dayworks

Name of Works:_____

IFT No._____ **Package No.**_____**Lot No.**_____

Item no.	Item Code (if any)	Description of Item	Unit	Nominal 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*			
A. DL 100 LABOUR								
DL 101	*01-013-02*	*Labourer*	*Hour*	*1575*				
DL 102		*Mason*	*Hour*	*520*				
DL 103		*Carpenter*	*Hour*	*300*				
& so on		*& so on*						
above are examples only								
Sub-total of 100 for DL 100 LABOUR:								
a.		**DM 200 MATERIALS**						
DM 201		*Stone Boulders*	*m3*					
DM 202		*Cement*	*kg*					
DM 203		*GI Pipe*	*m*					
& so on								
above are examples only								
Sub-total of 200 for DM 200 MATERIALS:								
b.		**DE 300 CONTRACTOR'S EQUIPMENTS**						
DCE 301		*Excavator*	*Hour*					

DCE 302		*Tractor*	*Hour*					
DCE 303		*Pay loader*	*Hour*					
& so on								
above are examples only								
Sub-total of 300 for DCE 300 CONTRACTOR'S EQUIPMENT :								
GRAND TOTAL OF DAYWORKS (A to C) [Section 6; GCC Clause 76]								

Note:

1. Nominal quantities in the schedule shall remain invariable and shall also require prior approval of the authority sanctioning the official estimate.

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.

Daywork Summary

Name of Works: _____

IFT No._____ Package No._____Lot No._____

Classification of Dayworks	Amount
1. Total for Daywork: Labour	
2. Total for Daywork: Materials	
3. Total for Daywork: Contractor's Equipment	
TOTAL FOR DAYWORKS **In Figures**	
In Words	

_____

Note:

This Summary refers to Schedule of Dayworks

Summary of Provisional Sums

Name of Works:_____

IFT No._____ **Package No.**_____**Lot No.**_____

Item No	Description of Specified Provisional Sums	Amount
	Provisional Sums for Supply and Installation of Equipment in Pumping Station by [insert the name of the Nominated Subcontractor(s)]	BDT 1,25,000.00 *[Subcontracted amount + percentage as in PCC Clause 75.2]*
	Provisional Sums for Price Escalation	BDT. ----------
	[example]	[example]
	Provisional Sums for physical contingencies or meeting other expenditures	Tk. 150,000.00 *[Amount authorized in official estimate but must be ≤ 1% of Contract Price]*
	[example]	[example]
	TOTAL FOR PROVISIONAL SUMS	

Note:

1. Provisional Sums for meeting expenditures may not exceed one (1) percent of the estimated Contract Price and its inclusion in the BOQ shall also require prior approval of the authority sanctioning the official estimate.
2. Follow the Guidance Notes under **Section 6** in filling this Schedule.

Grand Summary

Name of Works:_____

IFT No._____ **Package No.**_____**Lot No.**_____

Contract Name: _____ Contract No.:_____

General Summary		Reference	Amount
1.	100 General Items		
2.	200 Preliminary Items		
3.	300 Main Items		
4.	400 Other Items		
5.	500 Misc. Items		
6.	600 Environmental & Social safeguard Items		
	Health & Safety related Items		
7.	Dayworks		
	Subtotal of (1-6):		
8.	Provisional Sums [GCC Clause 69 and 75]		
	i. Provisional sum for nominated subcontractor		
	ii. Amount of adjustment for price escalation		
	iii. Provisional sum for physical contingencies or other expenditures		
TOTAL CONTRACT PRICE FOR THE WORKS (1-7)		In figures	
		In words	

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
ecifications 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 26 to 30 and 37.3 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 Clause 26.1

[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 Clause 28.4

[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.]

Specific requirements relating to GCC Clause 37.3

[Please include the format and required contents of the progress report to be followed by the Contractor]

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.

Section 11. DP's Special Instructions and Documents

Notes on DP's Special Instructions and Documents

Insert here Development Partner's Anticorruption Guidelines and Sanctions Framework documents and any other relevant documents if applicable

Annexures: Formats

Format	Title
Format e-PW3D-A	Invitation for Tender (IFT)
Format e-PW3D-B	Joint-Venture (JV) Sample Agreement
Format e-PW3D-C	Reporting Contract Award
Format e-PW3D-D	Public Reporting on Contract Signing
Format e-PW3D-E	Commencement of Works
Format e-PW3D-F	Completion Certificate

Format: e-PW3D-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	< select >	**V**				
	[up to the day prior to the day of Deadline for Submission]						
		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-PW3D-B: JOINT VENTURE (JV) SAMPLE AGREEMENT

THIS JOINT VENTURE AGREEMENT ("Agreement"), made and entered into as of this _____ day of _____, 20___,

by and between

(Lead partner of JV with address) hereinafter called as Lead Partner & First Party

and

(Other Individual Partner(s) with address) hereinafter called as other Partner & Second Party and

Title of the JV will be as (*Title of the JV*).

1. GENERAL PROVISIONS

1.01 Business Purpose.

The parties hereto agreed to form a Joint Venture (hereinafter called the "JV") by pooling their resources, expertise, technical know-how, equipment and materials to submit the following tender jointly and execution of the work in the event of being awarded the contract (hereinafter called the "Work").

1.02 Particulars of the Tender

Tender ID:
Tender Package No.:
Name of the Procuring Entity:
Description of the Tender:

1.03 Terms of the Agreement.

This Joint Venture shall commence on the date first above written and shall continue in existence until terminated, liquidated, or dissolved by law or as hereinafter provided.

1.04 Business Share (Note 1)

Lead Partner: ----------% (in word)

Partner(s): ----------%(in word)

Lead Partner (First Party) will be represented by Mr./Ms. (name, designation, firm/company name) and nominated representative or partner in charge of the JV.

Other Partner (Second Party) will be represented by Mr./Ms. (name, designation, firm/company name).

2. GENERAL DEFINITIONS

The following comprise the general definitions of terms used in this Agreement:

2.01 Partners.

A Partner of an entity is a person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control of such entity.

2.02 Capital Contribution(s).

The capital contribution to the Joint Venture actually made by the parties, including property, cash and any additional capital contributions made.

2.03 Profits and Losses.

Any income or loss of the Joint Venture for business and income tax purposes determined by the fiscal year, including, without limitation, each item of Joint Venture income, gain, loss or deduction.

3. OBLIGATIONS OF THE JOINT VENTURERS

3.01 Each partner of the Joint Venture shall be jointly and severally liable for the execution of the Contract, all liabilities and ethical and legal obligations in accordance with the Contract terms

3.02 However, **……..(Name of Leading Partner),** Lead Partner and the First Party shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the Tendering process and, in the event the JV is awarded the Contract, shall be responsible for the execution and administration of the Contract and management at Site with the satisfaction of the employer including the receipt of payments for and on behalf of the JV

4. FINANCIAL ASPECTS

4.01 Each partner of the JV shall bear the cost and expenses for the Contract in the proportionate ratio of business share mentioned above or as otherwise agreed to by them.

4.02 A Joint Venture account in the title of the Joint Venture shall be opened in a locally registered scheduled bank acceptable to both the parties and also to the employer.

4.03 All activities of JV related to the operation of Bank Account, signing bills and cheques and to conduct all financial transactions will be done by (name & designation, firm/company name), the First party and Lead Partner as per mutual agreement on behalf of the JV.

4.04 Commencing on the date hereof and ending on the termination of the business of the Joint Venture, all profits, losses and other allocations to the Joint Venture shall be allocated in the proportionate ratio of business share mentioned above.

5. SETTLEMENT OF DISPUTES

Any/all disputes arising of this Agreement shall be amicably and promptly settled upon consultation between the parties but, in case of failure, those disputes shall be settled in accordance with the prevailing law of Bangladesh.

6. INDEMNIFICATION OF THE JOINT VENTURERS

The parties to this Agreement shall have no liability to the other for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the Joint Venture and such course of conduct did not constitute negligence or misconduct.

The parties to this Agreement shall each be indemnified by the other against losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it in connection with the Joint Venture.

7. TERMINATION OF JOINT VENTURE

The Joint Venture shall be dissolved upon the happening of any of the following events:

a. In case of the Contract for the Tender is not awarded to JV.
b. In case the Employer rejects the Tender.
c. The Contract is completed to the satisfaction of the Employer and settlement of including but not limited to any/all duties, liabilities and responsibilities under or in connection with the contract is completely done.
d. In case Joint Venture fails to submit its tender until its deadline.
e. The adjudication of bankruptcy, filing of a petition pursuant to a chapter of the relevant bankruptcy legislation, withdrawal, removal or insolvency of either of the parties.
f. The sale or other disposition, not including an exchange of all, or substantially all, of the Joint Venture assets.

8. CONFIDENTIALITY

None of the partner of the JV is allowed to disclose this agreement to any other third party for the interest of the JV if in contrary to the law of Bangladesh.

9. AMENDMENT

This agreement may at any time be amended by mutual agreement in writing between the parties hereto subject to the approval of the Employer.

10. MISCELLANEOUS PROVISIONS

10.01 Books and Records.

The Joint Venture shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Joint Venture.

10.02 Validity.

In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

10.03 Integrated Agreement.

This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

10.04 Headings.

The headings, titles and subtitles used in this Agreement are for ease of reference only and shall not control or affect the meaning or construction of any provision hereof.

10.05 Notices.

Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties at their respective addresses set forth in this Agreement or at such other addresses as may be subsequently specified by written notice.

10.06 Applicable Law and Venue.

This Agreement shall be construed and enforced under the laws of Bangladesh.

10.07 Other Instruments.

The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

1. Name, signature and seal of the Lead Partner

2. Names, signatures and seals of the other Partner(s)

Signed, sealed and delivered in the presence of:

Witnesses:

1.

2.

Format: e-PW3D-C: 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-PW3D-D: Public Reporting on Contract Signing

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH	
	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-PW3D-E: Letter of Commencement of Works

Office Memo No: Date:

To:

[Name of Contractor]
[Address)

Contract Reference:

Pursuant to GCC Sub Clause 39.1 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(ss), within *(specify date)*;
2. Submit Insurance Policy Documents, in accordance with GCC Sub Clause 36.2, within (*specify date*)
3. Submit Program of Works, in accordance with GCC Sub Clause 41.1, within (*specify date*)

Signed

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

Date:

Format: e-PW3D-F: 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)**

Joint Venture

[delete, if not appropriate]

Leading Partner: [insert legal title and Business share (%)]		
No	**Components/Activities [reference drawn to JV Partner Information]**	**Value (in Contract Currency)**

Co-partner: [insert legal title and Business share (%)]		
No	**Components/Activities [reference drawn to JV Partner Information]**	**Value (in Contract Currency)**

Co-partner: [insert legal title and Business share (%)]		
No	**Components/Activities [reference drawn to JV Partner Information]**	**Value (in Contract Currency)**

Note: Figures shown must correspond to Total Value

Sub-Contractor

[delete, if not appropriate]

Named Sub-contractor: [insert legal title] [delete, if not appropriate]		
No	Components/Activities [reference drawn to Sub-contractor Information]	Value (in Contract Currency)
Nominated Sub-contractor: [insert legal title] [delete, if not appropriate]		
No	Components/Activities [reference drawn to PCC of Contract Document]	Value (in Contract Currency)

_____

Name and Signature of the Issuing Authority with Designation