



Palli Karma-Sahayak Foundation (PKSF)
PKSF Bhaban, Plot E-4/B, Agargaon Administrative Area,
Sher-e-Bangla Nagar, Dhaka-1207
www.pksf-bd.org

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

[Limited Tendering Method]

**Connection of 200 kVA Generator with ATS & Cables to
Fire Pump and Fire Control Panel at PKSF Bhaban,
Agargaon Administrative Area, Sher-e-Bangla Nagar,
Dhaka-1207**

Package No.: PKSF/Maintenance/WD-05
Tender Ref. No.: 53.23.0000.002.02.001.21.5025
Date: 24/11/2021

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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 and physical services incidental thereto as specified in the **TDS** and as detailed in **Section 6: Priced Bill of Quantities**. The name of the Tender and the number and identification of its constituent lot(s) are stated in the **TDS**.
 - 1.2 The successful Tenderer shall be required to execute the Works and physical services as specified in the General Conditions of Contract.
2. **Interpretation**
 - 2.1 Throughout this Tender Document:
 - (a) The term “in writing” means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail;
 - (b) If the context so requires, singular means plural and vice versa;
 - (c) “Day” means calendar days unless otherwise specified as working days;
 - (d) “Person” means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society that wishes to participate in Procurement proceedings;
 - (e) “Tenderer” means a Person who submits a Tender;
 - (f) “Tender Document” means the Document provided by a Procuring Entity to a Tenderer as a basis for preparation of the Tender; and
 - (g) “Tender” depending on the context, means a Tender submitted by a Tenderer for execution of Works and physical services to a Procuring Entity in response to an Invitation for Tender.
3. **Corrupt, Fraudulent, Collusive or Coercive Practices**
 - 3.1 The Government requires that the Procuring Entity as well as the Tenderers shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-
 - (a) strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 (Act 24 of 2006);
 - (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
 - (c) that neither it's any officer nor any staff or any other agents or intermediaries working on its behalf engages in any practice as detailed in the Rule 127.
 - 3.2 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against any

Tenderer or Contractor in competing for, or in executing, a contract under public fund, the Procuring Entity shall -

- (a) exclude the concerned Tenderer from further participation in the particular Procurement proceeding; or
- (b) reject any recommendation for award that had been proposed for that concerned Tenderer; or
- (c) declare, at its discretion, the concerned Tenderer to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.

4. Eligible Tenderers

- 4.1 This Invitation for Tenders is limited to Contractors possessing updated valid enlistment under the Procuring Entity only as specified in the **TDS**.
- 4.2 Tenderers shall have the legal capacity to enter into the Contract under the Applicable Law.
- 4.3 Tenderers shall have fulfilled its obligations to pay taxes under the provisions of laws and regulations of Bangladesh.
- 4.4 Tenderers and all parties constituting the Tenderer shall not have a conflict of interest.
- 4.5 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 for corrupt, fraudulent, collusive or coercive practices as stated under ITT Clause 3.2.
- 4.6 Tenderers are not restrained or barred from participating in Public Procurement on grounds of poor performance in the past under any Contract.
- 4.7 Tenderers shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing.
- 4.8 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity will reasonably request.

B. Tender Document

5. Tender Document

- 5.1 The Sections comprising the Tender Document are listed below, and should be read in conjunction with any Addendum issued under ITT Clause 7.
 - Section 1 Instructions to Tenderers (ITT)

- Section 2 Tender Data Sheet (**TDS**)
- Section 3 General Conditions of Contract (GCC)
- Section 4 Particular Conditions of Contract (**PCC**)
- Section 5 Tender and Contract Forms
- Section 6 Bill of Quantities (BOQ)
- Section 7 General Specifications
- Section 8 Particular Specifications
- Section 9 Drawings.

6. Clarification of Tender Document 6.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address and, within time as specified in the **TDS**.

7. Addendum to Tender Document 7.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity on its own initiative or in response to a clarification request in writing from a Tenderer, may revise the Tender Document by issuing an Addendum.

7.2 The Addendum issued under ITT Sub Clause 7.1 shall become an integral part of the Tender Document and shall have a date and an issue number and must be circulated by fax, mail or e-mail, to Tenderers who have purchased the Tender Documents, within five (5) working days of issuance of such Addendum, to enable Tenderers to take appropriate action.

7.3 If an Addendum is issued when time remaining is less than **one-third** of the time allowed for the preparation of Tenders, the Procuring Entity at its discretion shall extend the deadline by an appropriate number of days for the submission of Tenders, depending upon the nature of the Procurement requirement and the addendum. In any case, the minimum time for such extension shall not be less than three (3) working days.

C. Qualification Criteria

8. General Criteria 8.1 Tenderers shall possess the minimum requirements to perform the contract, which entails setting pass/fail criteria, which if not met by the Tenderers, will result in consideration of its Tender as non-responsive.

8.2 In addition to meeting the eligibility criteria, as stated under ITT Clause 4, Tenderers must satisfy the other criteria stated in ITT Clauses 9 to 12 inclusive.

8.3 To qualify for multiple number of contracts/lots in a package made up of this and other individual contracts/lots for which Tenders are invited in the Invitation for Tenders, the Tenderers shall demonstrate having resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

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|-------------------------------|--|
| 9. Experience Criteria | 9.1 Tenderers shall not be required to have any past experience in procurement of Works and physical services. |
| 10. Financial Criteria | 10.1 Tenderers shall have the minimum liquid assets i.e. working capital or credit line(s) from any scheduled Bank of Bangladesh, net of other contractual commitments, of the amount as specified in the TDS to qualify for the performance of the Works under the Contract. |
| 11. Personnel Capacity | 11.1 Tenderers shall have the minimum level of personnel capacity to qualify for the performance of the Works under the Contract consisting of key personnel with qualifications and experience as specified in the TDS . |
| 12. Equipment Capacity | 12.1 Tenderers shall own suitable equipment and other physical facilities through contractual arrangement to hire or lease such equipment period, where necessary or have assured access through lease of the essential equipment, in full working order, as specified in |
| 13. Joint Venture(JV) | 13.1 No Joint Venture (JV) shall be permissible under this Invitation. Tenders submitted in the form of JV shall be considered non-re |
| 14. Subcontractor(s) | 14.1 The successful Tenderer shall under no circumstances assign the Works or any part of it to the Subcontractor(s). |

D. Tender Preparation

- | | |
|---|---|
| 15. Only one Tender | 15.1 Tenderers shall submit only one (1) Tender for each lot. Tenderer who submits or participates in more than one (1) Tender in one (1) lot of a package or in one (1) package with one (1) lot will cause all the Tenders of that particular Tenderer to be rejected. |
| 16. Cost of Tendering | 16.1 Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process. |
| 17. Issuance and Sale of Tender Document | 17.1 The Procuring Entity shall make Tender Documents available immediately to the potential Tenderers, requesting and willing to purchase at the corresponding price by the date the advertisement has been published in the news paper or such other invitation, as applicable. |
| 18. Language of Tender | 18.1 Tenders shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or <i>Bangla</i> . |
| 19. Contents of Tender | 19.1 The Tender prepared by the Tenderer shall comprise the following: <ul style="list-style-type: none"> (a) Tender Submission Letter (Form PW2b-1) as stated under ITT Sub Clause 20.1; (b) Tenderer Information (Form PW2b-2) as furnished in Section 5: Tender Forms; |

- (c) the priced Bill of Quantities for each lot as stated under ITT Sub Clause 20,21 and 22;
- (d) documentary evidence of updated valid enlistment under the Procuring Entity as stated under ITT Sub Clause 4.1 ;
- (e) documentary evidence of Tax Identification Number(TIN) and VAT as a proof of fulfilment of taxation obligations as stated under ITT Sub Clause 4.3;
- (f) documentary evidence as stated under ITT Clause 23 establishing the Tenderer's eligibility and minimum qualifications required to be met for due performance of the Works and physical services under the Contract; and
- (g) any other document as specified in the **TDS**.

20. Tender Submission Letter and Bill of Quantities

- 20.1 Tenderers shall submit the Tender Submission Letter (**Form PW2b-1**), which shall be completed without any alterations to its format, filling in all blank spaces with the information requested, failing which the Tender may be rejected as being incomplete.
- 20.2 Tenderers shall submit the priced BOQ using the form(s) furnished in **Section 6: Priced Bill of Quantities**.
- 20.3 If in preparing its Tender, the Tenderer has made errors, and wishes to correct such errors prior to submission of its Tender, it may do so, but shall ensure that each correction is initialled by the authorised person of the Tenderer.

21. Tender Prices

- 21.1 Tenderers shall quote on the basis of **percentage above, below or at par** of the total estimated cost of the Works, both in figures and in words in the blank space provided in the priced **BOQ**. Any change or modification by the Tenderer in the unit rate(s) or price(s) of the line item(s) of the priced BOQ shall lead to rejection of that particular Tender. The price to be quoted in the Tender Submission Letter shall be the total price of the Tender.
- 21.2 **Tenderers quoting the total price of the Tender more than five (5) percent above or below the total estimated cost of the proposed Works provided in the priced BOQ of the Tender Document, as stated under ITT Sub Clause 21.1, shall be rejected.**
- 21.3 All applicable taxes, custom duties, VAT and other levies payable by the Contractor under the Contract deemed included in the unit rates or prices provided in the priced BOQ and therefore, the total Tender price submitted by the Tenderer as stated under ITT Sub Clause 21.1.

- 21.4 The price of a Contract shall be fixed in which case the unit prices may not be modified in response to changes in economic or commercial conditions.
- 22. Tender Currency** 22.1 Tenderers shall quote all prices in the Tender Submission Letter in Bangladesh Taka (BDT) currency.
- 23. Documents Establishing the Eligibility and Qualification of the Tenderer** 23.1 Tenderers shall complete and submit the documentary evidence, as applicable to satisfy the following:
- (a) complete the eligibility declarations in the Tender Submission Letter (**Form PW2b-1**);
 - (b) complete the Tenderer Information (**Form PW2b-2**);
 - (c) adequacy of minimum liquid assets i.e. working capital substantiated by immediate past Audit Reports or credit line(s), substantiated by any scheduled Bank of Bangladesh as specified in the format (**Form PW2b-3**), without alteration, issued not earlier than twenty eight (28) days prior to the day of the original deadline for submission of Tenders for this Contract as stated under ITT Sub Clause 10.1;
 - (d) key personnel along with their qualification and experience proposed for the Contract as stated under ITT Clause 11.1;;
 - (e) major items of construction equipment proposed to carry out the Contract as stated under ITT Clause 12.1, substantiated by statement(s) in its letter-head pad declaring source of its availability;
 - (f) authority (s) to seek references from the Tenderer's Bankers or any other sources in its letter-head pad;
- 24. Validity Period of Tender** 24.1 Tenders shall remain valid for the period specified in the **TDS** after the date of Tender submission deadline prescribed by the Procuring Entity.
- 25. Tender Security** 26.1 Tenderers shall not be required to furnish as part of its Tender, any Tender Security.
- 26. Format and Signing of Tender** 26.1 Tenderers shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 19.
- 26.2 The original Tender shall be typed or written in indelible ink and shall be signed only by the Person possessing the enlistment. Any interlineations, erasures, or overwriting will be valid only if they are signed or initialled by the Person signing the Tender.
- E. Tender Submission**
- 27. Sealing, & Marking of Tender** 27.1 Tenderers shall enclose the Tender in one (1) envelope duly sealed with all the relevant particulars of the Tender written on the envelope.

- 28. Deadline for Submission of Tender**
- 28.1 Tenders shall be delivered by hand or by mail, including courier services at the address(s) as specified in the **TDS** and not later than the date and time specified in the **TDS**.
- 28.2 The Procuring Entity may, at its discretion, extend the deadline for submission of Tender as stated under ITT Sub Clause 28.1, 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.
- 29. Late Tender**
- 29.1 Any Tender received by the Procuring Entity after the deadline for submission of Tenders as stated under ITT Sub Clause 28.1 and 28.2 shall be declared LATE and returned unopened to the Tenderer.
- 30. Modification, Substitution or Withdrawal of Tender**
- 30.1 Tenderers may not modify, substitute or withdraw its Tender after it has been submitted.

F. Tender Opening & Evaluation

- 31. Tender Opening**
- 31.1 Tenders shall be opened immediately after the deadline for submission of Tenders at the place as specified in the **TDS** but not later than **ONE HOUR** after expiry of the submission deadline.
- 31.2 Ensuring that all the envelopes are opened, details of each Tender will be dealt with as follows:
- (a) the Chairperson of the TOC will read aloud each Tender and record in the Tender Opening Sheet (TOS):
 - (i) the name and address of the Tenderer;
 - (ii) the Tender Price; and
 - (iii) such other details as the Procuring Entity, at its discretion, may consider appropriate.
 - (b) all pages of the original version of the Tender, except for un-amended printed literature, will be initialled by members of the TOC.
- 31.3 Upon completion of Tender opening, all members of the TOC and the Tenderers or Tenderer's duly authorised representatives attending the Tender opening shall sign by name, address, designation, the TOS, copies of which shall be issued to the Head of the Procuring Entity or an officer authorised by him or her and also to the members of the TOC and any authorised Consultants and, to the Tenderers immediately.
- 31.4 No Tender will be rejected at the Tender opening stage except the LATE Tenders as stated in the ITT Clause 34.

- 32. Evaluation Process** 32.1 Tender Evaluation Committee (TEC) may consider a Tender as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the Tender Document. The evaluation process should begin immediately after Tender opening following four steps:
- (a) Preliminary Examination;
 - (b) Technical Examinations and Responsiveness;
 - (c) Financial evaluation and price comparison;
 - (d) Post-qualification of the Tender.
- 33. Preliminary Examination** 33.1 TEC shall examine the Tenders to confirm that all documentation requested in ITT Clause 19 has been provided, to determine the completeness of each document submitted.
- 33.2 TEC shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the Tender shall be rejected.
- (a) Tender Submission Letter;
 - (b) Letter of Enlistment by the specified Procuring Entity; and
 - (c) Priced Bill of Quantities.
- 34. Technical Examination & Responsiveness** 34.1 If a Tender is not responsive to the mandatory requirements set out in the Tender Document, shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.
- 34.2 There shall be no requirement as to the minimum number of responsive Tenders.
- 34.3 TEC shall examine the adequacy and authenticity of the documentary evidence as stated under ITT Clause 23.
- 34.4 If after the examination, TEC determines that the Tender has complied the terms and conditions and the technical aspects, set out in ITT Sub Clause **34.3**, it shall be considered responsive.
- 35. Clarification on Tender** 35.1 TEC may ask Tenderers for clarifications of their Tenders in order to assist the examination and evaluation of the Tenders.
- 35.2 If a Tenderer does not provide clarifications of its Tender by the date and time, its Tender shall not be considered in the evaluation.

- 36. Correction of Arithmetical Errors**
- 36.1 TEC shall correct any arithmetic errors that are discovered during the examination of Tenders, and shall promptly notify the concerned Tenderer(s) of any such correction(s) for due acceptance by the Tenderer. If the Tenderer that does not accept the correction of arithmetic errors, its Tender shall be considered non-responsive.
- 36.2 In case of discrepancy between words and figures, the rate quoted in word in the priced BOQ shall prevail.
- 37. Financial Evaluation**
- 37.1 TEC shall evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the requirements set out in the Tender Document.
- 37.2 To evaluate a Tender, the TEC shall consider the Tender price after adjustments for correction of arithmetical errors, as stated under ITT Sub Clause 36.
- 37.3 To determine the lowest-evaluated lot(s), the TEC will take into account:
- (a) the lowest-evaluated Tender for each lot;
 - (b) the resources sufficient to meet the qualifying criteria for the individual lot or aggregate of the qualifying criteria for the multiple lots.
- 38. Price Comparison**
- 38.1 TEC will compare all responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 37.
- 38.2 In the event that there is a tie for the lowest evaluated Tender price, the selection of the successful Tenderers shall be made by open **Lottery**. A maximum of three (3) number Tenderers in order will be selected during the process of **Lottery**.
- 39. Negotiations**
- 39.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer.
- 40. Post-qualification**
- 40.1 The determination on Post-Qualification shall be based upon an examination of the documentary evidence of the Tenderer's eligibility and qualifications submitted by the Tenderer, pursuant to ITT Clause 23, clarifications in accordance with ITT Clause 35 and the qualification criteria indicated in ITT Clause 8, 9,10,11 and 12. Factors not included therein shall not be used in the evaluation of the Tenderer's qualification.
- 40.2 In the event that the successful first ranked Tenderer with lowest evaluated Tender price fails the Post-qualification, the TEC shall make a similar determination for the second ranked Tenderer and so on for the remaining third ranked Tenderer.

- 41. Procuring Entity's Right to Accept any or to Reject Any or All Tenders** 41.1 The Procuring Entity reserves the right to accept any Tender or to reject any or all the Tenders any time prior to contract award and, to annul the Procurement proceedings with prior approval of the Head of the Procuring Entity, any time prior to the deadline for submission of Tenders following specified procedures, without thereby incurring any liability to Tenderers, or any obligations to inform the Tenderers of the grounds for the Procuring Entity's action.
- 42. Rejection of All Tenders** 42.1 The Procuring Entity may, in the circumstances as stated under ITT Sub Clause 42.2 reject all Tenders following recommendations from the TEC only after the approval of such recommendations by the Head of the Procuring Entity.
- 42.2 All Tenders can be rejected, if -
- (a) all Tenders are non-responsive; or
 - (b) evidence of professional misconduct, affecting seriously the Procurement process, is established pursuant to Rule 127 of the Public Procurement Rules, 2008.
- 43. Informing Reasons for Rejection** 43.1 Notice of the rejection will be given promptly within seven (7) working days of decision taken by the Procuring Entity to all Tenderers and, the Procuring Entity will, upon receipt of a written request, communicate to any Tenderer the reason(s) for its rejection but is not required to justify those reason(s).

G. Contract Award

- 44. Award Criteria** 44.1 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 successful lowest evaluated Tender, provided further that the Tenderer is determined to be Post-qualified as stated under ITT Clause 40.
- 45. Notification of Award** 45.1 Prior to the expiry of the Tender Validity period and within one (1) week of receipt of the approval of the award by the Approving Authority, the Procuring Entity shall issue the Notification of Award (NOA) to the successful Tenderer.
- 45.2 The NOA, attaching the Contract as per the sample (**Form PW2b-3**) 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.

- 45.3 The NOA shall be accepted by the successful Tenderer within seven (07) working days from the date of its issuance.
- 45.4 Until a formal contract is signed, the NOA will constitute a Contract, which shall become binding upon the signing of the Contract by both parties.
- 46. Performance Security**
- 46.1 The Performance Security shall be furnished by the successful Tenderer in BDT currency, of the amount as specified in the **TDS**, in the form of a Bank Draft, Pay Order or an irrevocable unconditional Bank Guarantee, in the format (**Form PW2b-6**), without alteration, issued by any scheduled Bank of Bangladesh acceptable to the Procuring Entity; within fourteen (14) days from the date of acceptance of the NOA but not later than the date specified therein, for due performance of the Contract.
- 46.2 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.
- 46.3 The Procuring Entity shall verify the authenticity of the Performance Security furnished by the successful Tenderer by sending a written request to the branch of the Bank issuing the Pay Order, Bank Draft or irrevocable unconditional Bank Guarantee in specified format.
- 47. Contract Signing**
- 47.1 Within twenty-eight (28) days of the issuance of the NOA, the successful Tenderer and the Procuring Entity shall sign the contract.
- 47.2 Failure of the successful Tenderer to sign the Contract, as stated under ITT Sub Clause 55.1, shall constitute sufficient grounds for the annulment of the award. In that event the Procuring Entity may award the Contract to the next ranked successful Tenderer, who is determined by the TEC to be qualified to perform the Contract satisfactorily.
- 48. Publication of Notification of Award of Contract**
- 48.1 The NOA for contracts of BDT one crore and above shall be notified by the Procuring Entity to the Central Procurement Technical Unit (CPTU) within seven (7) days of its issuance for publication in their website and that notice shall be kept posted for not less than a month.
- 48.2 The NOA for contracts below BDT one crore shall be published by the Procuring Entity on its Notice Board and where applicable, on website of the Procuring Entity and, that notice shall be kept posted for not less than a month.
- 49. Debriefing of Tenderers**
- 49.1 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.
- 50. Right to Complain**
- 50.1 Tenderer has the right to complain in accordance with the Public Procurement Act 2006 and the Public Procurement Rules, 2008.

Section 2.Tender Data Sheet

<i>Instructions for completing Tender Data Sheet are provided in italics in parenthesis for the relevant ITT Clauses</i>	
ITT Clause	Amendments of, and Supplements to, Clauses in the Instructions to Tenderers
A. General	
ITT 1.1	<p>The Procuring Entity is Deputy Managing Director-2, Palli Karma-Sahayak Foundation (PKSF), PKSF Bhaban, Plot-E/4-B, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207, Bangladesh.</p> <p>The Name of the Tender is: Connection Of 200 kVA Generator with ATS & Cables to Fire Pump and Fire Control Panel at PKSF Bhaban, Agargaon Administrative Area, Sher-e-Bangla Nagar, Dhaka-1207</p> <p>Package No.: PKSF/Maintenance/ WD-05 Tender Ref. No.: 53.23.0000.002.02.001.21.5025 Date: 24/11/2021</p>
ITT 4.1	Tenderers possessing updated valid enlistment with PKSF are eligible to participate in the Procurement process.
B. Tender Document	
ITT6.1	<p>For clarification of Tender Document purposes only, the Procuring Entity's address is:</p> <p>Attention: Deputy Managing Director-2 Address: PKSF Bhaban, Plot no. E-4/B, Agargaon Administrative Area, Sher-e-Bangla Nagar, Dhaka-1207 Telephone: 02-8181669 Fax No.: 02-8181671 e-mail address: pksf@pksf-bd.org and contact Procuring Entity within 09/12/2021</p>
C. Qualification Criteria	
ITT 10.1	The minimum amount of liquid assets i.e. working capital or credit line(s) of the Tenderer shall be Tk. 04 (four) Lac.
ITT 11.1	The following key personnel shall have the qualifications and experience mentioned against each: N/A
ITT 12.1	Tenderers shall own or have proven access to hire or lease of the major construction equipment, in full working order as follows: N/A

D. Tender Preparation	
ITT 19.1(g)	<p>Tenderer shall submit with its Tender, the following additional documents:</p> <ul style="list-style-type: none"> (i) Valid Trade License (ii) Tax Identification Number (TIN) (iii) VAT Registration Number (iv) Bank solvency certificate. <p>In case of solvency certificate, amount of liquid asset must be specified. In case of credit line, certificate must be submitted according to form PW2b-3.</p>
ITT 24.1	The Tender Validity period shall be 90 days.
E. Tender Submission	
ITT 33.1	<p>For Tender submission purposes, the Procuring Entity's address is:</p> <p>Attention: Deputy Managing Director-2 Address: PKSF Bhaban, Plot no. E-4/B, Agargaon Administrative Area , Sher-e-Bangla Nagar, Dhaka-1207 Telephone: 02-8181669 Fax No.: 02-8181671 e-mail address: pksf@pksf-bd.org</p> <p>The deadline for submission of Tenders is:</p> <p style="text-align: center;">Time: 02:30 pm Date: 09/12/2021</p>
F. Tender Opening and Evaluation	
ITT28.1	<p>The Tender opening shall take place at:</p> <p>Address: PKSF Bhaban, Plot no. E-4/B, Agargaon Administrative Area , Sher-e-Bangla Nagar, Dhaka-1207</p> <p style="text-align: center;">Time: 03:00 pm Date: 09/12/2021</p>
G. Contract Award	
ITT 46.1	The amount of Performance Security shall be 5% (five percent) of the Contract Price and no Retention Money shall be deducted from the successful Tenderer's payable invoices during Contract implementation, if awarded the Contract.

Section 3. General Conditions of Contract

A. General

- 1. Definitions**
- 1.1 In the Conditions of Contract, which include Particular Conditions and these General Conditions, the following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined terms:
- (a) **Act** means The Public Procurement Act, 2006 (Act 24 of 2006).
 - (b) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of contract.
 - (c) **Bill of Quantities** (BOQ) means the priced and completed Bill of Quantities forming part of the Contract defined in GCC Clause 22.
 - (d) **Compensation Events** are those defined in GCC Clause 67.
 - (e) **Completion Date** is the actual date of completion of the Works and physical services certified by the Project Manager, in accordance with GCC Clause 31&32.
 - (f) **Contract Agreement** means the Agreement entered into between the Procuring Entity and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein to execute, complete, and maintain the Works.
 - (g) **Contract Documents** means the documents listed in GCC Clause 6, including any amendments thereto.
 - (h) **Contractor** means the Person under contract with the Procuring Entity for the execution of Works under the Rules and the Act as stated in the **PCC**.
 - (i) **Contract Price** means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, for the execution, completion and maintenance of the Works in accordance with the provisions of the Contract.

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

- (u) **Month** means calendar month.
- (v) **Original Contract Price** is the Contract Price stated in the Procuring Entity's Notification of Award and further clearly determined in the Contract.
- (w) **Permanent works** means the permanent works to be executed by the Contractor under the Contract.
- (x) **PCC** means the Particular Conditions of Contract.
- (y) **Plant** means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Procuring Entity and relating to the construction of the Works and physical services.
- (z) **Procuring Entity** means a Procuring Entity having administrative and financial powers to undertake procurement of Works and physical services using public funds and is as named in the **PCC** who employs the Contractor to carry out the Works.
- (aa) **Project Manager** is the person named in the **PCC** or any other competent person appointed by the Procuring Entity and notified to the Contractor who is responsible for supervising the execution and completion of the Works and physical services and administering the Contract.
- (bb) **Schedules** means the document(s) entitled schedules, completed by the Contractor and submitted with the Tender Submission Letter, as included in the Contract. Such document may include the data, lists and schedules of rates and/or prices.
- (cc) **Site** means the places where the Permanent Works are to be executed including storage and working areas and to which Plant and Materials are to be delivered, and any other places as may be specified in the **PCC** as forming part of the Site.
- (dd) **Specification** means the Specification of the Works including the Contract and any modifications or additions to the specifications made or approved by the Project Manager in accordance with the Contract.
- (ee) **Start Date** is the last date by which the Contractor shall commence execution of the Works under the Contract.

- (ff) **Temporary Works** means all temporary works of every kind other than Contractor's Equipment required on the Site for the execution and completion of the Permanent Works and remedying of any defects.
- (gg) **Variation** means any change to the Works directly procured from the original Contractor to cover increases or decreases in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- (hh) **Works** means all works associated with the construction, reconstruction, site preparation, demolition, repair, maintenance or renovation of railways, roads, highways, or a building, an infrastructure or structure or an installation or any construction work relating to excavation, installation of equipment and materials, decoration, as well as physical services ancillary to works as detailed in the **PCC**, if the value of those services does not exceed that of the Works themselves.
- (ii) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

- 2. **Communications & Notices**
 - 2.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the addresses specified in the **PCC**. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 3. **Governing Law**
 - 3.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.
- 4. **Governing Language**
 - 4.1 The Contract shall be written in English. All correspondences and documents relating to the Contract may be written in English or *Bangla*.
- 5. **Documents Forming the Contract and Priority of Documents**
 - 5.1 The following documents forming the Contract shall be interpreted in the following order of priority:
 - (a) signed Contract Agreement (**Form PW2b-5**);
 - (b) Notification of Award (**PW2b-43**);
 - (c) the completed Tender ;
 - (d) the Particular Conditions of Contract;

- (e) the General Conditions of Contract;
- (f) the Technical Specifications;
- (g) the General Specifications;
- (h) the Drawings;
- (i) the priced Bill of Quantities and the Schedules; and
- (j) any other document listed in the **PCC** forming part of the Contract.

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| 6. Scope of Works | 6.1 | The Works to be executed, completed and maintained shall be as specified in the BOQ, the General and Particular Specifications and Drawings. |
| 7. Assignment | 7.1 | Neither the Contractor nor the Procuring Entity shall assign, in whole or in part, its obligations under the Contract. |
| 8. Eligibility | 8.1 | The Contractor or its Sub Contractor shall be a Bangladeshi national. |
| 9. Gratuities / Agency Fees | 9.1 | No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or in the Contract, have been given or received in connection with the procurement process or in the Contract execution. |
| 10. Possession of the Site | 10.1 | The Procuring Entity shall give possession of the Site to the Contractor on the date specified in the PCC . If possession of the Site is not given by the date specified, the Procuring Entity will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event as stated under GCC Sub Clause 38.1(a). |
| 11. Procuring Entity's Responsibilities | 11.1 | The Procuring Entity shall pay the Contractor, in consideration of the satisfactory progress of execution and completion of the Works and physical services, and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract Agreement. |
| 12. Contractor's Responsibilities | 12.1 | The Contractor shall execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract Agreement. |
| 13. Taxes and Duties | 13.1 | The Contractor shall be entirely responsible for all applicable taxes, custom duties, VAT and other levies imposed or incurred inside and outside Bangladesh. |
| 14. Contractor's Personnel | 14.1 | The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the PCC , to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. |

14.2 If the Project Manager asks the Contractor to remove a particular person who is a member of the Contractor's staff or work force from the Site, he or she shall state the reasons, and the Contractor shall ensure that the person leaves the Site within three (3) days and has no further connection with the work in the Contract.

15. Subcontracting

15.1 Subcontracting the whole of the Works by the Contractor shall not be permissible. The Contractor shall be responsible for the acts or defaults of any Subcontractor, his or her agents or employees, as if they were the acts or defaults of the Contractor.

16. Instructions

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

17. Corrupt, Fraudulent, Collusive or Coercive Practices

17.1 The Government requires that Procuring Entity as well as the Contractor shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under public funds.

17.2 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against the Contractor alleged to have carried out such practices, the Procuring Entity shall -

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

B. Time Control

18. Start Date

18.1 Start Date is the date defined in the **PCC** and it is the last date by which the Contractor shall start execution of the Works under the Contract.

19. Intended Completion Date

19.1 Intended Completion Date is the date calculated from the Start Date as specified in the **PCC**, on which it is intended that the Contractor shall complete the Works and physical services as specified in the Contract and may be revised only by the Project Manager by issuing an extension of time.

20. Completion of Works

20.1 The Contractor shall carry out the Works in accordance with the Programme of Works submitted by the Contractor and as updated with the approval of the Project Manager as stated under GCC Clause 21 to complete them in all respects by the Intended Completion Date.

- 21. Programme of Works**
- 21.1 Within the time stated in the **PCC**, the Contractor shall submit to the Project Manager, for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 21.2 The Contractor shall submit to the Project Manager for approval of an updated programme as required by the Project Manager.
- 22. Pro-rata Progress**
- 22.1 The Contractor shall maintain Pro-rata progress of the Works. Progress to be achieved shall be pursuant to GCC Clause 21 and shall be determined in terms of the value of the works done.
- 23. Extension of the Intended Completion Date**
- 23.1 The Contractor shall be entitled to an extension of the Intended Completion Date, if and to the extent that completion of the Works or any part thereof is or will be delayed by Compensation Events or a Variation Order.
- 23.2 If the Contractor considers itself to be entitled to an extension of the execution period as stated under GCC Sub Clause 23.1, the Contractor shall give notice, not later than twenty eight (28) days after the Contractor became aware or should have become aware of the event or circumstance, to the Project Manager.
- 23.3 The Project Manager may extend the Intended Completion Date by twenty (20) percent of the original Contract time as stated under GCC Sub Clause 19.1.
- 23.4 In the case an extension of the Intended Completion Date required more than twenty (20) percent of the original Contract time, approval of the Head of the Procuring Entity or an officer authorised by him/her for the same shall be required to be obtained.
- C. Quality Control**
- 24. Execution of Works**
- 24.1 The Contractor shall construct, install and carry out the Works and physical services in accordance with the Specifications and Drawings as scheduled in GCC Clause 5.
- 25. Identifying Defects**
- 25.1 The Project Manager shall check the works executed by the Contractor and notify the Contractor of any Defects found. Such checking shall not relieve the Contractor from his or her obligations. The Project Manager may also instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 26. Testing**
- 26.1 The Contractor shall carry out routine Tests of materials and works based on the progress of works to ensure the quality of completed works in accordance with standard methods determined by the Project Manager.

- 26.2 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event pursuant to GCC Sub Clause 38.1(d).
- 27. Rejection of Works**
- 27.1 If, as a result of an examination, inspection, measurement or testing, of Works it is found to be defective or otherwise not in accordance with the Contract, the Project Manager may reject the Works by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected Works subsequently complies with the Contract.
- 28. Remedial Work**
- 28.1 Notwithstanding any test, the Project Manager by visual inspection or field tests may instruct the Contractor to:
- (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
 - (b) remove and re-execute any other work which is not in accordance with the Contract, and
 - (c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.
- 28.2 If the Contractor fails to comply with the instruction issued under GCC Sub Clause 28.1, the Procuring Entity shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall be liable to pay all such costs arising from this failure.
- 29. Correction of Defects**
- 29.1 The Project Manager shall give notice to the Contractor, with a copy to the Procuring Entity and others concerned, of any Defects before the end of the **Defects Liability Period**, which begins at Completion Date, and is defined in the **PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 29.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 30. Uncorrected Defects**
- 30.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected by it, and the Contractor shall remain liable to pay the expenditures incurred on account of correction of such Defect.

D. Cost Control

- 31. Contract Price** 31.1 The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to Contract.
- 32. Bill of Quantities (BOQ)** 32.1 The Bill of Quantities shall contain priced items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- 32.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done in the Bill of Quantities for each item.
- 33. Changes in the Quantities and Unit Rate** 33.1 If the final quantity of the work done for any particular item increases from the quantity in the BOQ by more than twenty-five (25) percent, and, such increase in quantity of that particular item alone concurrently causes the original Contract Price to exceed by more than one (1) percent, the Project Manager shall adjust the unit rate of the item to allow for the change.

34. Issue of Variation or Extra Work Order

- 34.1 The Project Manager may issue a **Variation Order** to the Contractor to cover increase or decrease in quantities, including the introduction of new work items (non-Tendered items) that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.
- 34.2 The Project Manager may issue an **Extra Work Order** to cover the introduction of such new works necessary for the completion, improvement or protection of the original works which were not included in the original contract, on the grounds where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those usually encountered and generally recognized as inherent in the work or character provided for in the Contract.
- 34.3 The Project Manager deems it necessary that a Variation or Extra Work Order should be issued, he or she shall prepare the proposed order, the necessary plans, his or her computations as to the quantities of the additional Works involved per item indicating the specific locations where such Works are needed, the date of his or her inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work as stated under GCC Clause 35, together with his or her justifications for the need of such Variation or Extra Work Order, and shall submit the same to the Approving Authority.
- 34.4 The Head of the Procuring Entity may, in exceptions to the GCC Sub Clause 34.3 and subject to the availability of funds, in the event of extreme emergency and when time is of the essence, authorize the immediate start of work under any Variation or Extra Work Order; provided that the cumulative increase in the value of Works not yet duly approved exceeded ten (10) percent of the adjusted original Contract Price.
- 34.5 Increase or decrease in the quantities of any item of work included in the BOQ for the reasons other than those stated under GCC Sub Clause 34.1 and 34.2, in particular for field level actual measurements under this contract (admeasurements), not necessarily however, shall constitute a **Variation**.
- 34.6 All Variations and Extra Work Orders under the Contract shall be included in the updated Programme of Works produced by the Contractor.

35. Costing of Variation Orders or Extra Work Orders

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

36. Payment Certificates

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

37. Payments to the Contractor

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

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

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

38. Compensation Events

38.1 The following shall be Compensation Events:

(a) The Procuring Entity does not give access to or possession of the Site or part of the Site by the Site Possession Date as stated under GCC Sub Clause 10.1;

(b) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notification of Award;

(c) Other Contractors, public authorities, utilities, or the Procuring Entity do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor;

(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects as stated under GCC sub Clause 26.2;

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

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended.

39. Performance Security

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

39.2 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.

39.3 In the event as stated under GCC Sub Clause 39.2, 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.

39.4 The Performance Security furnished at the time of signing of the Contract Agreement shall be substituted, after the issuance of certificate of Completion of works by the Project Manager, by a new Security covering fifty (50) percent amount of the Performance Security to cover the Defects Liability Period.

39.5 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

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

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

E. Completion of Contract

41. Completion 41.1 The Contractor shall apply by notice to the Project Manager for issuing a **Completion Certificate** of the

Works, and the Project Manager shall do so upon deciding that the work is completed.

42. Taking Over

42.1 Procuring Entity shall Take-Over the Site and the Works within seven (7) days of the Project Manager issuing a Completion Certificate under GCC Sub Clause 41.1

43. Amendment to Contract

43.1 The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease in original Contract price and any other changes acceptable under the conditions of the Contract.

43.2 The Procuring Entity shall amend the Contract incorporating the changes approved, in accordance with the Delegation of Financial Power or Sub-delegation thereof and ,introduced to the original terms and conditions of the Contract.

44. Final Account

44.1 The Contractor shall submit with a detailed account of the total amount that the Contractor considers payable under the Contract to the Project Manager before the end of the **Defects Liability Period**.

44.2 The Project Manager shall certify the **Final Payment** within thirty (30) days of receiving the Contractor's account if the payable amount claimed by the Contractor is correct and the corresponding works are completed.

44.3 If it is not, the Project Manager shall issue within thirty (30) days a **Defects Liability Schedule** that states the scope of the corrections or additions that are necessary.

45. Release from Performance

45.1 If any event or circumstance outside the control of the Parties arises which makes it impossible or unlawful for either or both parties to fulfil its or their contractual obligations, then upon notice by either party to the other party of such event or circumstance, the parties shall be discharged from further performance, without prejudice to the rights of either party in respect of any previous breach of the Contract.

F. Termination

46. Termination

46.1 Termination for Default

(a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default to the Contractor, may terminate the Contract in whole or in part if the Contractor causes a fundamental breach of Contract.

(b) Fundamental breaches of the Contract shall include, but shall not be limited to, the following:

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

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

47. Payment upon Termination

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

48. Property

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

G. Disputes and Settlement

49. Settlement of Disputes

49.1 Amicable settlement

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

49.2 Arbitration

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

Section 4. Particular Conditions of Contract

<i>Instructions for completing the Particular Conditions of Contract are provided in italics in parenthesis for the relevant GCC Clauses.</i>										
GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract									
GCC 1.1(h)	The Contractor is -----									
GCC 1.1(z)	The Procuring Entity is Deputy Managing Director-2, Palli Karma-Sahayak Foundation (PKSF), PKSF Bhaban, Plot no. E-4/B, Agargaon Administrative Area , Sher-e-Bangla Nagar, Dhaka-1207.									
GCC 1.1(aa)	The Project Manager is -----									
GCC 1.1(cc)	The Site is located at PKSF Bhaban, Plot No. E-4/B, Agargaon Administrative Area, Sher-e-Bangla Nagar, Dhaka-1207, Bangladesh.									
GCC 1.1(hh)	The Works consist of Connection of 200 kVA Generator with ATS & Cables to Fire Pump and Fire Control Panel at PKSF Bhaban									
GCC 5.1 (j)	Other documents forming part of the Contract are									
GCC 10.1	Possession of the Site to the Contractor shall be given on the following date <i>At the date of signing the Contract Agreement.</i>									
GCC 14.1	The following Key Personnel to carry out the functions stated in the Schedule shall be employed by the Contractor: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%; text-align: center;">No</th> <th style="width: 60%; text-align: center;">Name of Key Personnel</th> <th style="width: 30%; text-align: center;">Position</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	No	Name of Key Personnel	Position						
No	Name of Key Personnel	Position								
GCC 18.1	The Start Date shall be the date of possession of the site.									
GCC 19.1	The Intended Completion Date for the whole of the Works shall be 21 (twenty one) days from the date of possession of the site.									
GCC 21.1	The Contractor shall submit a Programme for the Works within 07 days of signing the Contract-N/A									
GCC 29.1	The Defects Liability Period is 365 days.									

GCC 37.3	<p>The particulars of the Bank Account nominated are as follows :</p> <p>Title of the Account : Name of the Bank : Name of the Branch : Account Number : Address : Tel: Fax: e-mail address:</p> <p><i>[information furnished by the Contractor shall be substantiated by the concerned Bank and authenticated by the Procuring Entity]</i></p>
GCC 38.1(e)	The following additional events shall also be the Compensation Events: None
GCC 39.1	The amount of Performance Security shall be 5% (five percent) of the Contract Price.
GCC 40.1	<p>The amount of Liquidated Damages is 0.10 of ONE (1) percent of the contract value of the uncompleted works or any part thereof completed after expiry of the Intended Completion Date or extended Intended Completion Date, as applicable, per day of delay.</p> <p>The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is ten (10) percent of the final Contract Price of the whole of the Works.</p>
GCC47.1	The percentage to apply to the contract value of the works not completed, representing the Procuring Entity's additional cost for completing the uncompleted Works, is 20 (twenty) percent.
GCC 49.2(b)	<p>The arbitration shall be conducted in the place mentioned below;</p> <p>The Legal Expert of Palli Karma-Sahayak Foundation (PKSF), PKSF Bhaban, Plot no. E-4/B, Agargaon Administrative Area , Sher-e-Bangla Nagar, Dhaka-1207</p>

Section 5.Tender & Contract Forms

Form	Title
	Tender Forms
PW2b-1	Tender Submission Letter
PW2b-2	Tenderer's Information
PW2b-3	Bank's Letter of Commitment for Line of Credit (<i>when this option is chosen</i>)
	Contract Forms
PW2b-4	Notification of Award
PW2b-5	Contract Agreement
PW2b-6	Bank Guarantee for Performance Security (<i>when this option is chosen</i>)

Forms **PW2b-1** and **PW2b-3** comprises part of the Tender Format and should be completed as stated in ITT Clauses.19.

Forms **PW2b-4** to **PW2b-6** comprises part of the Contract as stated in GCC Clause 5.

Tender Submission Letter (Form PW2b-1)

[This letter should be completed and signed by the Tenderer on its Letter-Head Pad]

To:	Date : / /2021
The Deputy Managing Director-2, Palli Karma-Sahayak Foundation (PKSF) PKSF Bhaban, Plot No. E-4/B Agargaon Administrative Area Sher-e-Bangla Nagar, Dhaka-1207	
Invitation for Tender No.: 53.23.0000.002.02.001.21.5025	Date: 24/11/2021
Tender Package No: PKSF/Maintenance/WD-05	

In accordance with ITT Clauses 13, the following prices apply to our Tender:

The Tender Price is: (ITT Clause 21)	<i>Taka in figures:</i> <i>and</i> <i>Taka in words:</i>
---	--

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

- (a) our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 24.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) we have examined and have no reservations to the Tender Document, issued by you on **[insert date]** including Addendum, if any.
- (c) we, declare that we are eligible to participate in this Tender and meet the eligibility criteria specified in the Tender Document (ITT Clause4);
- (d) furthermore, we are aware of ITT Clause 3.2 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;
- (e) we are not participating as Tenderers in more than one Tender in this Tendering process. We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding Contract between us, until a formal Contract is prepared and executed;

Signature:

Name:

In the capacity
of:

Tenderer Information (Form PW2b-2)

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

Invitation for Tender No: 53.23.0000.002.02.001.21.5025	Date: 24/11/2021
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1. Eligibility Information of the Tenderer [ITT –Clauses 4&23]			
1.1	Tenderer's legal title		
1.2	Tenderer's registered address		
1.3	Tenderer's year of registration		
1.4	Tenderer's Value Added Tax(VAT) Registration Number		
1.5	Tenderer's Tax Identification Number(TIN)		
1.6	Tenderer to attach photocopies of original documents mentioned aside	All relevant documents stated under ITT Clause 4 & 23	
2. Qualification Information of the Tenderer			
2.1	Liquid Assets available to meet the construction cash flow [ITT Sub Clause 10.1]		
	No	Source of Financing	Amount Available
In order to confirm the above statements the Tenderer shall submit, as applicable, the documents mentioned in ITT Sub Clause 23.1(c).			
2.2	Contact Details [ITT Sub Clause 23.1 (f)]		
	Name, address, and other contact details of Tenderer's Bankers and any other sources that may provide references, if contacted by this Procuring Entity		
2.3	Qualifications and Experience of Key Personnel Proposed for Contract administration and management [ITT Sub Clause 23.1(d)]		
	Name	Position	Years of Experience
2.4	Construction Equipments Proposed to Carry out the Contract [ITT Sub Clause 23.1(e)]		
	Item of Equipment	Condition (new, good, average, poor)	Owned, leased or to be purchased (state owner, lessor or seller)
<i>[Tenderer to list details of each item of construction equipment, as applicable]</i>			

Letter of Commitment for Bank's Undertaking for Line of Credit (Form PW2b-3)

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

Invitation for Tender No:

Date:

To:

[Name and address of the Procuring Entity]

CREDIT COMMITMENT No: *[insert number]*

We have been informed that *[name of Tenderer]* (hereinafter called "the Tenderer") intends to submit to you its Tender (hereinafter called "the Tender") for the execution of the Works of Connection Of 200 kVA Generator with ATS & Cables to Fire Pump and Fire Control Panel at PKSF Bhaban, Agargaon Administrative Area, Sher-e-Bangla Nagar, Dhaka-1207 under the above Invitation for Tenders (hereinafter called "the IFT").

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

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

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

Signature

Signature

Notification of Award (Form PW2b-4)

Contract No:
To:

Date:

[Name of Contractor]

This is to notify you that your Tender dated *[insert date]* for the execution of the Works for Connection Of 200 kVA Generator with ATS & Cables to Fire Pump and Fire Control Panel at PKSf Bhaban, Agargaon Administrative Area, Sher-e-Bangla Nagar, Dhaka-1207 for the Contract Price of Tk ***[insert amount in figures and in words]***, as corrected and modified in accordance with the Instructions to Tenderers, has been approved by ***[name of Procuring Entity]***.

You are thus requested to take following actions:

- i. accept in writing the Notification of Award within seven (7) working days of its issuance in accordance with ITT Sub Clause 45.3.
- ii. furnish a Performance Security in the form as specified and in the amount of Tk *[state amount in figures and words]*, within fourteen (14) days of acceptance of this Notification of Award but not later than *(specify date)*, in accordance with ITT Clause 65 &66.
- iii. sign the Contract within 14 (fourteen) days of issuance of this Notification of Award but not later than *(specify date)*, in accordance with ITT Sub Clause 47.1.

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

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

Signed

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

Date:

Contract Agreement

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

WHEREAS the Procuring Entity invited Tenders for certain works, viz, Connection Of 200 kVA Generator with ATS & Cables to Fire Pump and Fire Control Panel at PKSF Bhaban, Agargaon Administrative Area, Sher-e-Bangla Nagar, Dhaka-1207 and has accepted a Tender by the Contractor for the execution of those works in the sum of Taka [*Contract price in figures and in words*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

For the Procuring Entity The Contractor

Signature

Name

National ID No.

Title

In the presence of

Name

Address

Bank Guarantee for Performance Security (Form PW2b-6)

[This is the format for the Performance Security to be issued by any scheduled Bank of Bangladesh in accordance with ITT Clause 46]

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 Connection Of 200 kVA Generator with ATS & Cables to Fire Pump and Fire Control Panel at PKSF Bhaban, Agargaon Administrative Area, Sher-e-Bangla Nagar, Dhaka-1207 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 undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Contractor is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

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

Signature

Signature

Section 6. Bill of Quantities

Guidance Notes on the Bill of Quantities

Objectives

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

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

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

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

Unit Rates and Price

Tenderer's profit, overheads, VAT and all other charges including corresponding incidental service charges for banking shall be deemed included in all the unit rates and prices in the BOQ against each basic item or activity and, thus forth the total Tender Price quoted by the Tenderers.

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

A sample format has been suggested.

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

Bill of Quantities (BOQ)

1	2	3	4	5	6
Item No	Description of Items	Unit	Quantity	Unit Rate (Taka)	Total Price (Taka) (col. 4 × 5)
1	<p>Manual Changeover Panel (Mechanical interlocked) 16 SWG sheet steel fabricated, wall mounting, tropicalized design, indoor type, manual change over panel for 3 phase, 3 wire, 50 Hz, 380/415V AC system & shall be supplied complete 3 phase busbars suitably sized & properly insulated arrange to withstand and short current of 50KA for 1 sec. The board shall be powder coated.</p> <p>The Panel shall comprise of 200A, 36KA, 415V, 50Hz, TPMCCB with adjustable type with built in adjustable thermal and magnetic short circuit protection unit.</p> <p>Model : To be mentioned by the Tenderer Brand : ABB or equivalent Country of Origin & Country of Manufacturer : To be mentioned by the Tenderer. Rate includes all cost of materials, Technician charge, labour, carrying, overhead cost etc I complete in all respect as per approval & direction of E/C.</p>	set	01	Tk..... Inwords.....	Tk.....
2.	<p>Supplying, fitting, fixing single core NYY Cables (1x95 sq.mm) Brand : BRB/BBS/Paradise Cable or equivalent</p> <p>Rate includes all cost of materials, Technician charge, labour, carrying, overhead cost etc I complete in all respect as per approval & direction of E/C.</p>	Rm	250	Tk..... Inwords.....	Tk.....
3	<p>Supplying, fitting & fixing single core NYY Cables (1x10 sq.mm) Brand : BRB/BBS/Paradise Cable or equivalent</p>	Rm	80	Tk..... Inwords.....	Tk.....

	Rate includes all cost of materials, Technician charge, labour, carrying, overhead cost etc I complete in all respect as per approval & direction of E/C.				
4	Supplying, fitting, fixing Cable Lug for 95 mm cables with 4' PVC pipe, 4 inch hose pipe. Rate includes all cost of materials, Technician charge, labour, carrying, overhead cost etc I complete in all respect as per approval & direction of E/C.	Pcs	24	Tk..... Inwords.....	Tk.....
5	Supplying, fitting, fixing best quality 4' diameter PVC pipe with cable lug. Rate includes all cost of materials, Technician charge, labour, carrying, overhead cost etc I complete in all respect as per approval & direction of E/C.	Rft	30	Tk..... Inwords.....	Tk.....

6	Supplying, fitting, fixing best quality 4' diameter hose pipe with cable lug. Rate includes all cost of materials, Technician charge, labour, carrying, overhead cost etc I complete in all respect as per approval & direction of E/C.	Rft	40	Tk..... Inwords.....	Tk.....
7	Testing & commissioning, installation charge, transportation, Technician charge, etc all complete as per direction of E/C.	LS	LS	Tk..... Inwords.....	Tk.....
In wordsTaka only				Total Quoted Price	Tk.....
Total Estimated Cost		Tk. 6,90,000/-			

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

This Bill of Quantities contains corrections duly initialled and signed by the Tenderer.

Signature of Tenderer & seal.

Section 7. General Specifications (GS)

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. PROCURING ENTITY WILL ADD GENERAL SPECIFICATION IN THIS SECTION

Notes on Specifications

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

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

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

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for materials, and workmanship, recognized national standards should be used as much as possible. Where other particular standards are used the specifications should state that 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 materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract.

Section 8. Particular Specifications

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

Notes on Particular Specifications

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

Section 9. Drawings

1.