



Bangladesh Economic Zones Authority (BEZA)
Bangladesh Economic Zones Development Project (Phase- I)

BDBL Bhaban, Level-15
12 Kawran Bazaar, Dhaka.
Web Site: www.beza.gov.bd

**TENDER DOCUMENT(NATIONAL)
FOR THE PROCUREMENT OF WORKS**

Name of work:	Construction of Boundary Wall for Mongla EZ
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**Invitation for Tender no:2
Tender Package No: BEZAWD-9**

Issued on:.....
.....
.....

Date of issue :.....

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Invitation for Tenders

Bangladesh Economic Zones Authority (BEZA)

Bangladesh Economic Zones Development Project (Phase- I)

BDBL Bhaban, Level-15
12 Kawran Bazaar, Dhaka.

www.beza.gov.bd

Invitation for Tenders		
GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH		
1	Ministry/Division:	Prime Minister's office
2	Agency:	Bangladesh Economic Zones Authority (BEZA)
3	Procuring Entity Name:	Bangladesh Economic Zones Authority represented by Project Director, Bangladesh Economic Zones Development Project (Phase- I).
4	Procuring Entity District:	Dhaka
6	Invitation For:	Works
7	Invitation Ref No.:	03.762.007.00.00.009.2014 - 592
8	Date:	12/11/2014
KEY INFORMATION		
9	Procurement Method:	National Competitive Bidding (NCB)
FUNDING INFORMATION		
10	Budget and Source of Funds:	International Development Association (IDA) Department for International Development (DFID)
PARTICULAR INFORMATION		
11	Project name:	Bangladesh Economic Zones Development Project (Phase- I).
12	Tender package name:	Construction of Boundary Wall for Mongla EZ at Bagerhat district, Khulna division.
13	Tender publication date:	On or before 18 th November 2014
14	Tender last selling date:	17th December 2014, during office hours
15	Tender closing date and time:	18 th December 2014 up to 15:00 hours local time
16	Tender opening date and time:	18th December 2014 at 15:30 hours local time
17	Name & addresses of the offices :	<p>Selling & Receiving Tender Document: Project Director, Bangladesh Economic Zones Development Project (Phase- I), Bangladesh Economic Zones Authority, BDBL Bhaban, Level-15, 12 Kawran Bazaar, Dhaka.</p> <p>Opening Tender Document: Conference Room, BDBL Bhaban (Level 15), 12, Kawran Bazaar, Dhaka.</p>
INFORMATION FOR TENDERER		

18	Eligibility of Tenderer:	This invitation for Tender is open to all eligible Tenderers as mentioned in tender document and should meet the following pre-conditions. 1) Construction Firms who have 5 (Five) years of general experience in construction of civil works. 2) Having experience in successful completion of at least 1 (One) number of similar nature of work with Pile work BDT. 400 (Four hundred) Lakh in a single work order in Govt./Semi Govt/ Autonomous bodies in Bangladesh during the last 5 (Five) years. 3) The tenderer shall have a minimum average annual construction turnover of any best of 5(five) years during the last 10(Ten) years amounting to BDT. 800 (Eight hundred) lakh. 4) The tenderers must have minimum amount of free fund (liquid assets) or credit facilities net of other contractual commitment of the applicant is Tk. 500 (Five hundred) lakh. 5) Self-work (contract with financially or legally dependent organization) or non-tendered work will not be entertained for the work experience.Other required eligibility criteria & conditions have been mentioned in tender document												
19	Brief description of works:	Earth work, Cast in situ under reamed pile & Pile cap, soil stabilization with lime,RCC Pedestal, RCC Tie beam, Brick work, Plaster, Painting, etc.,												
20	Special condition	If there happens any transport disruption or Govt. holidays on the above mentioned dates, the next normal working day will be treated as the valid dates of selling, dropping and opening of the tender. Time shall remain unchanged.												
21	Price of Tender Document:	BDT5000 (Five Thousand) in cash (Non-Refundable)												
22		<table><tr><th>Lot No.</th><th>Identification</th><th>Location</th><th>Security Amount (BDT)</th><th>Completion Time</th></tr><tr><td>BEZAW D-9</td><td>Construction of Boundary Wall</td><td>Mongla, Bagerhat district.</td><td>10,00,000</td><td>6 Months</td></tr></table>	Lot No.	Identification	Location	Security Amount (BDT)	Completion Time	BEZAW D-9	Construction of Boundary Wall	Mongla, Bagerhat district.	10,00,000	6 Months		
Lot No.	Identification	Location	Security Amount (BDT)	Completion Time										
BEZAW D-9	Construction of Boundary Wall	Mongla, Bagerhat district.	10,00,000	6 Months										
PROCURING ENTITY DETAILS														
23	Name of Official Inviting Tender:		Dr. Md. Nurannabi Mridha											
24	Designation of Official Inviting Tender:		Project Director, Bangladesh Economic Zones Development Project (Phase- I)											
25	Address of Official Inviting Tender		BDBL Bhaban, Level 15, 12 Kawran Bazaar, Dhaka											
26	Contact Details of Official InvitingTender		Phone: +88028180170											
27	The procuring entity reserves the right to accept or reject any/all tender(s) without assigning any reason whatsoever.													

28 Special Instructions:

1. The Procuring Entity reserves the right at the time of Contract Award to increase or decrease the quantity of items mentioned in the proposals without any change in the unit prices.
2. The procuring entity reserves the right to accept any tender or reject all tenders without assigning any reason thereof.
3. Tender Security of the responsive Bidders will be refunded after signing agreement with the successful Bidder.
4. In all applicable cases “The Public Procurement Act 2006” and “The Public Procurement Rules (PPR-2008)” with up to date amendments shall be followed.

(Dr. Md. Nurannabi Mridha)
Project Director

Instructions to Tenderers

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 associated Services incidental thereto as specified in the **TDS** and as detailed in **Section 6: Bill of Quantities**. The name of the Tender and the number and identification of its constituent lot(s) are stated in the **TDS**.
 - 1.2 The successful Tenderer shall be required to execute the works and physical services as specified in the General Conditions of Contract
2. Interpretation
 - 2.1 Throughout this Tender Document:
 - (a) the term “in writing” means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail;
 - (b) if the context so requires, singular means plural and vice versa;
 - (c) “day” means calendar days unless otherwise specified as working days;
 - (d) “Person” means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society that wishes to participate in Procurement proceedings;
 - (e) “Tenderer” means a Person who submits a Tender;
 - (f) “Tender Document” means the Document provided by a Procuring Entity to a Tenderer as a basis for preparation of the Tender; and
 - (g) “Tender” depending on the context, means a Tender submitted by a Tenderer for execution of Works and Physical Services to a Procuring Entity in response to an Invitation for Tender.
3. 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 Procuring Entities under Government budget, or loan, grants and credits placed at the disposal of Procuring Entities through the Government by the Bank or foreign states or organisations.
 - 3.3 Payments by the Bank, if so indicated in the **TDS**, will be made only at the request of the Government and upon approval by the Bank in accordance with the applicable Loan / Credit /

Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.

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| 4. Corrupt,
fraudulent,
collusive,
coercive
obstructive
practices | or | 4.1 The Government and the Bank require that Procuring Entities, as well as Tenderers and Contractors (including their suppliers, 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. |
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4.2 For the purposes of ITT Sub Clause 4.3, the terms set forth below as follows:

- (a) “corrupt practice” means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of a Procuring Entity or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by a Procuring Entity in connection with a Procurement proceeding or Contract execution;
- (b) “fraudulent practice” means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;
- (c) “collusive practice” means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Procuring Entity, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying a Procuring Entity the benefits of competitive price arising from genuine and open competition; or
- (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 of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

4.3 Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind is determined by the Procuring Entity or the Bank, this will be dealt with in accordance with the provisions of the Procurement Guidelines of the Bank as stated in the **TDS** in combination with ITT sub-clause 4.4 and the Procurement Laws.

- 4.4 If corrupt, fraudulent, collusive, coercive or obstructive practices of any kind is determined against any Tenderer or Contractor (including its suppliers, sub-contractors, agents, personnel, consultants, and service providers) in competing for, or in executing a contract under public fund, the Bank shall :
- (a) exclude the concerned Tenderer from further participation in the concerned procurement proceedings;
 - (b) reject any recommendation for award that had been proposed for that concerned Tenderer;
 - (c) cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Procuring Entity or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Bank to remedy the situation; and
 - (d) sanction the concerned Tenderer or individual, at any time, in accordance with prevailing Bank's 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 Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.
- 4.5 The Tenderer shall be aware of the provisions on corruption, fraudulence, collusion, coercion and obstruction as stated in GCC Clause 39 and 89.1(b) (vii).
- 4.6 In further pursuance of this policy, Tenderers, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers shall permit the Government and the Bank to inspect any accounts and records and other documents relating to the tender submission and contract performance, and to have them audited by auditors appointed by the Government and/or the Bank.
5. Eligible Tenderers
- 5.1 A Tenderer, and all partners constituting the Tenderer, may have the nationalities of any country except the nationalities specified in the TDS.
 - 5.2 A Tenderer 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, Consortium or Association (JVCA) invited to take part in public procurement or seeking to

be so invited or submitting a Tender in response to an Invitation for Tenders.

- 5.3 A 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.
- 5.4 The Tenderer shall have the legal capacity to enter into the Contract.
- 5.5 A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if :
 - (a) they have a controlling partner in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this Tender; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this tendering process; or
 - (e) a Tenderer or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Tender; or
 - (f) A Tenderer, or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer for the contract.
- 5.6 The Tenderer in its own name or its other names or also in the case of its Persons in different names, shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive, or obstructive practices as stated under ITT Clause 4.
- 5.7 The Tenderer with a poor performance, such as abandoning the works, not completing contracts, or financial failure, or with a consistent history of litigation or arbitration awards against it shall not be eligible to Tender.
- 5.8 The Tenderer shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing.
- 5.9 The Tenderer shall have fulfilled its obligations to pay taxes and social security contributions under the provisions of laws and

regulations of the country of its origin.

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

5.11 These requirements for eligibility will extend, as applicable, to each JVCA partner and Subcontractor proposed by the Tenderer.

5.12 A Tenderer is under declaration of ineligibility by the Bank and / or the Procuring Entity in accordance with the above ITT clause 4, or in relation to the Bank's *Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants*, shall not be eligible to be awarded a contract.

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 assembly, 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 The Tenderer is 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.

7.2 The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter into its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the Procuring Entity and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7.3 The Tenderer should ensure that the Procuring Entity is informed of the visit in adequate time to allow it to make appropriate arrangements.

- 7.4 The costs of visiting the Site shall be at the Tenderer's own expense.

B. Tender Document

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 Drawings
- 8.2 The Procuring Entity is not responsible for the completeness of the Tender Document and their addenda, if these were not purchased directly from the Procuring Entity, or through its agent(s) as stated in the **TDS**.
- 8.3 The Tenderer is 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 tender document
- 9.1 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 indicated in the **TDS**.
- 9.2 A 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 in writing within five (5) working days of receipt of any such request for clarification received under ITT Sub Clause 9.1.
- 9.4 The Procuring Entity shall forward copies of its response to all those who have purchased the Tender Document, including a description of the enquiry but without identifying its source.
- 9.5 Should the Procuring Entity deem it necessary to revise the Tender Document as a result of a clarification, it will do so following the procedure under ITT Clause 11 and ITT Sub Clause 42.2.

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| 10. Pre-tender meeting | <p>10.1 To clarify issues and to answer questions on any matter arising in the Tender Document, the Procuring Entity may, if stated in the TDS, hold a pre-Tender Meeting at the place, date and time as specified in the TDS. All potential Tenderers are encouraged and invited to attend the meeting, if it is held.</p> <p>10.2 The Tenderer is requested to submit any questions in writing so as to reach the Procuring Entity no later than one day prior to the date of the meeting.</p> <p>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 transmitted within five (5) working days after holding the meeting to all those who purchased the Tender document and to even those who did not attend the meeting. Any revision to the Tender document listed in ITTSub-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 pursuant to ITT Sub Clause 11 and not through the minutes of the Pre-Tender meeting.</p> <p>10.4 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.</p> |
| 11. Addendum Tender Document | <p>to 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 in writing from a Tenderer, having purchased the Tender Document, or as a result of a Pre-Tender meeting may revise the Tender Document by issuing an Addendum.</p> <p>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 by fax, mail or e-mail, to Tenderers who have purchased the Tender Documents, within five (5) working days.</p> <p>11.3 The Tenderers will acknowledge receipt of an Addendum within three (3) working days.</p> <p>11.4 Procuring Entities shall also ensure posting of the relevant addenda with the reference number and date on their websites including notice boards, where the Procuring Entities had originally posted the IFTs.</p> <p>11.5 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 42.2.</p> |

- 11.6 If an addendum is issued when time remaining is less than **one-third** of the time allowed for the preparation of Tenders, a 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

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| 12. General criteria | <p>12.1 The Tenderer 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.</p> <p>12.2 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 Tenderer shall demonstrate having resources and experience sufficient to meet the aggregate of the qualifying criteria for the individual contracts.</p> |
| 13. Litigation history | <p>13.1 Litigation history shall comply with the requirement as specified in ITT 15.1(c).</p> |
| 14. Experience criteria | <p>14.1 The Tenderer shall have the following minimum level of construction experience to qualify for the performance of the Works under the Contract:</p> <ul style="list-style-type: none">(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 of a nature, complexity and methods/construction technology similar to the proposed Works in at least a number of contract(s) and of a minimum value over the period, as specified in the TDS. |
| 15. Financial criteria | <p>15.1 The Tenderer shall have the following minimum level of financial capacity to qualify for the performance of the Works under the Contract.</p> <ul style="list-style-type: none">(a) the average annual construction turnover as specified in the TDS during the period specified in the TDS;(b) availability of minimum liquid assets or working capital or credit facilities, as specified in the TDS; and |

- (c) Satisfactory resolution of all claims, arbitrations or other litigation cases and shall not have serious negative impact on the financial capacity of the Tenderer.
16. Personnel capacity
- 16.1 The Tenderer shall have the following minimum level of personnel capacity to qualify for the performance of the Works under the Contract:
- (a) a Construction Project Manager, Engineers, and other key staff with qualifications and experience as specified in the **TDS**;
17. Equipment capacity
- 17.1 The Tenderer 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**.
18. Joint Venture, Consortium or Association (JVCA)
- 18.1 The Tenderer may participate in the procurement proceedings forming a Joint Venture, Consortium or Associations (JVCA) by an agreement, executed case by case on a non judicial stamp of value as stated in **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 partners of the intended JVCA and authenticated by a Notary Public.
- 18.2 The figures for each of the partners of a JVCA shall be added together to determine the Tenderer's compliance with the minimum qualifying criteria; however, for a JVCA to qualify, lead partner and its other partners must meet the criteria stated in the **TDS**. Failure to comply with these requirements will result in rejection of the JVCA Tender. Subcontractors' experience and resources will not be taken into account in determining the Tenderer's compliance with the qualifying criteria.
- 18.3 Each partner of the JVCA 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.
- 18.4 The JVCA shall nominate a Representative (partner-in-charge) who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVCA during the tendering process and, in the event the JVCA is awarded the Contract, during contract execution including the receipt of payments for and on behalf of the JVCA.
- 18.5 Each partner of the JVCA shall complete the JVCA Partner Information (**Form PW3-3**) for submission with the Tender.

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| 19. Subcontractor(s) | <p>19.1 A Tenderer may intend to subcontract an activity or part of the Works, in which case such elements and the proposed Subcontractor shall be clearly identified.</p> <p>19.2 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 Tenderer to propose an acceptable substitute.</p> <p>19.3 The Procuring Entity may also select nominated Subcontractor(s) to execute certain specific components of the Works and if so, those will be specified in the TDS.</p> <p>19.4 The successful Tenderer shall under no circumstances assign the Works or any part of it to a Subcontractor.</p> <p>19.5 Each Subcontractor shall complete the Subcontractor Information (Form PW3-4) for submission with the Tender.</p> |
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D. Tender Preparation

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| 20. Only one Tender | <p>20.1 A Tenderer shall submit only one (1) Tender for each lot, either individually or as a JVCA. The Tenderer who submits or participates in more than one (1) Tender in one (1) lot will cause all the Tenders of that particular Tenderer to be rejected.</p> |
| 21. Cost of Tendering | <p>21.1 The Tenderer 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.</p> |
| 22. Issuance and Sale of Tender Document | <p>22.1 A Procuring Entity shall make Tender Documents available immediately to the potential Tenderers, requesting and willing to purchase at the corresponding price if the advertisement has been published in the newspaper.</p> <p>22.2 There shall not be any pre-conditions whatsoever, for sale of Tender Documents and the sale of such Document shall be permitted up to the day prior to the day of deadline for the submission of Tender.</p> |
| 23. Language of Tender | <p>23.1 The Tender shall be written in the English language. Correspondences and documents relating to the Tender may be written in English. Supporting documents and printed literature furnished by the Tenderer 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</p> |

English or *Bangla* language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

23.2 The Tenderer shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

24. Contents
Tender

of 24.1 The Tender prepared by the Tenderer will comprise the following:

- (a) the Tender Submission Letter in accordance with ITT Clause 25 (**Form PW3-1**);
- (b) Tenderer Information in accordance with ITT Clauses 5, 29 and 32 (**Form PW3-2**);
- (c) the priced Bill of Quantities for each lot in accordance with ITT Clauses 25, 27 and 28;
- (d) Tender Security as stated under ITT Clauses 35, 36 and 37.
- (e) alternatives, if permissible, as stated under ITT Clause 26;
- (f) written confirmation authorizing the signatory of the Tender to commit the Tenderer, as stated under ITT Sub Clause 40.3;
- (g) Valid Trade license ;
- (h) documentary evidence of Tax Identification Number (TIN) and Value Added Tax (VAT) as a proof of taxation obligations as stated under ITT Sub Clause 5.9;
- (i) documentary evidence as stated under ITT Clause 29 establishing the Tenderer's qualifications to perform the Contract if its tender is accepted;
- (j) Technical Proposal describing work plan & method, personnel, equipment and schedules as stated under ITT Clause 31;
- (k) documentary evidence as stated under ITT Clause 32 establishing the minimum qualifications of the Tenderer required to be met for due performance of the Works and physical services under the Contract; and
- (l) Any other document as specified in the **TDS**.

24.2 In addition to the requirements stated under ITT Sub Clause 24.1, Tenders submitted by a JVCA or proposing a Subcontractor shall include:

- (a) a Joint Venture Agreement entered into by all partners, executed on a non-judicial stamp of value or equivalent as stated under ITT Sub Clause 18.1; or
- (b) a Letter of Intent along with the proposed agreement duly signed by all partners of the intended JVCA with the declaration that it will execute the Joint Venture agreement in the event the Tenderer is successful;
- (c) the JVCA Partner Information (**Form PW3-3**);

(d) The Subcontractor Information (**Form PW3-4**).

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| 25. Tender Submission Letter and Bill of Quantities | <p>25.1 The Tenderer shall submit the Tender Submission Letter (Form PW3-1), 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.</p> <p>25.2 The Tenderer shall submit the priced Bill of Quantities using the form(s) furnished in Section 6: Bill of Quantities.</p> <p>25.3 If in preparing its Tender, the Tenderer has made errors in the unit rate or price or the total price, and wishes to correct such errors prior to submission of its Tender, it may do so, but shall ensure that each correction is initialled by the authorised person of the Tenderer.</p> |
| 26. Alternatives | <p>26.1 Unless otherwise stated in the TDS, alternatives shall not be considered.</p> <p>26.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the TDS, as will the method of evaluating different times for completion.</p> <p>26.3 Except as provided under ITT Sub Clause 26.4, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price the Procuring Entity's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, designs, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details.</p> <p>26.4 When specified in the TDS, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the TDS.</p> <p>26.5 Only the technical alternatives, if any, of the lowest evaluated tenderer conforming to the basic technical requirements will be considered by the Procuring Entity.</p> |
| 27. Tender prices, discounts and price adjustment | <p>27.1 The prices and discounts quoted by the Tenderer in the Tender Submission Letter (Form PW3-1) and in the Bill of Quantities (BOQ) shall conform to the requirements specified below.</p> <p>27.2 The Tenderer shall fill in unit rates or prices for all items of the Works both in figures and in words as described in the BOQ.</p> |

- 27.3 The items quantified in the BOQ for which no unit rates or prices have been quoted by the Tenderer will not be paid for, by the Procuring Entity when executed and shall be deemed covered by the amounts of other rates or prices in the BOQ and, it shall not be a reason to change the Tender price.
- 27.4 The Procuring Entity may, if necessary, require the Tenderer to submit the detail breakdown of the unit rates or prices quoted by the Tenderer for the facilitation of the Tender proceedings.
- 27.5 The price to be quoted in the Tender Submission Letter, as stated under ITT Sub Clause 25.1, shall be the total price of the Tender, excluding any discounts offered.
- 27.6 The Tenderer shall quote any unconditional discounts and the methodology for application of discount in the Tender Submission Letter as stated under ITT Sub Clause 25.1.
- 27.7 Tenderers wishing to offer any price reduction for the award of more than one lot shall specify in their Tender the price reductions applicable to each lot, or alternatively, to any combination of lots within the package. Price reductions or discounts will be submitted as stated under ITT Sub Clause 27.1, provided the Tenders for all lots are submitted and opened together.
- 27.8 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 prices and the total Tender price submitted by the Tenderer.
- 27.9 Unless otherwise provided in the **TDS** and the Contract, the price of a Contract shall be fixed in which case the unit rates or prices may not be modified in response to changes in economic or commercial conditions.
- 27.10 If so indicated under ITT Sub Clause 27.9, Tenders are being invited with a provision for price adjustments. The unit rates or prices quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of GCC Clause 71 and, in such case the Procuring Entity shall provide the indexes and weightings or coefficients in **Appendix to the Tender** for the price adjustment formulae specified in the PCC.
- 27.11 The Procuring Entity may require the Tenderer to justify its proposed indexes, if any of those as stated under ITT Sub Clause 27.10, are instructed to be quoted by the Tenderer in **Appendix to the Tender**.

28. Tender Currency 28.1 The Tenderer shall quote all prices in the Tender Submission Letter and in the Bill of Quantities in Bangladesh Taka currency unless otherwise specified in the **TDS**.
29. Documents Establishing Eligibility of the Tenderer 29.1 A Tenderer, 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 Tender Submission Letter (**Form PW3-1**);
 - (b) complete the Tenderer Information (**Form PW3-2**);
 - (c) Provide completed Subcontractor Information(**Form PW3-4**), if it intends to engage any Subcontractor(s).
- 29.2 A Tenderer, if applying as a partner of an existing or intended JVCA shall submit documentary evidence to establish its eligibility as stated under ITT Clause 5 and, in particular, in addition to as specified in ITT Sub Clause 29.1, it shall:
- (a) provide for each JVCA partner, completed JVCA Partner Information (**Form PW3-3**);
 - (b) Provide the JVCA agreement or Letter of Intent along with the proposed agreement of the intended JVCA as stated in ITT Sub Clause 18.1.
30. Documents Establishing the Eligibility and Conformity of Materials, Equipment and Services 30.1 The Tenderer 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.
- 30.2 To establish the conformity of the Materials, Equipment and services to be supplied under the Contract, the Tenderer 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** and **Section 8, Particular Specifications**.
31. Documents Establishing Technical Proposal 31.1 The Tenderer shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule 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.

32. Documents Establishing the Tenderer's Qualification
- 32.1 Tenderers shall complete and submit the Tenderer Information (**Form PW3-2**) and shall include documentary evidence, as applicable to satisfy the following:
- (a) general experience of construction works as stated under ITT Sub Clause 14.1(a) ;
 - (b) specific experience in construction works of similar nature and size as stated under ITT Sub Clauses 14.1(b)
 - (c) average annual **construction** turnover for a period as stated under ITT Sub Clause 15.1(a);
 - (d) adequacy of working capital for this Contract i.e. access to line(s) of credit and availability of other financial resources as stated under ITT Sub Clause 15.1(b);
 - (e) technical and administrative personnel along with their qualification and experience proposed for the Contract as stated under ITT Clause 16;
 - (f) major items of construction equipment proposed to carry out the Contract as stated under ITT Clause 17;
 - (g) Authority to seek references from the Tenderer's bankers or any other sources.
 - (h) information regarding any litigation, current or during the last five years, in which the Tenderer is involved, the parties concerned, and disputed amount;
 - (i) Reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the past five years.
- 32.2 A Procuring Entity shall disqualify a Tenderer who submits a document containing false information for purposes of qualification or mislead or makes false representations in proof of qualification requirements. A Procuring Entity may declare such a Tenderer ineligible, either indefinitely or for a stated period of time, from participation in future procurement proceedings
- 32.3 A Procuring Entity may disqualify a Tenderer if it finds at any time that the information submitted concerning the qualifications of the Tenderer was materially inaccurate or materially incomplete. Also, a Procuring Entity may disqualify a Tenderer who has record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays, litigation history or financial failures.
33. Validity Period of Tender
- 33.1 Tenders shall remain valid for the period specified in the **TDS** after the date of Tender submission deadline prescribed by the Procuring Entity. A Tender valid for a period shorter than that specified will be rejected by the Procuring Entity as non-responsive.

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| 34. Extension of Tender Validity and Tender Security | <p>34.1 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may solicit the Tenderers' consent to an extension of the period of validity of their Tenders.</p> <p>34.2 The request and the responses shall be made in writing. Validity of the tender security provided under ITT Clause 35 shall also be suitably extended for twenty eight (28) days beyond the new date for the expiry of the Tender Validity. If a Tenderer does not respond or refuses the request it shall not forfeit its tender security, but its tender shall no longer be considered in the evaluation proceedings. A Tenderer agreeing to the request will not be required or permitted to modify its tender.</p> |
| 35. Tender Security | <p>35.1 The Tenderer shall furnish as part of its Tender, in favour of the Procuring Entity or as otherwise directed on account of the Tenderer, a Tender Security in original form and in the amount, as specified in the TDS.</p> <p>35.2 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 JVCA or any of the partners of that JVCA or in the names of all future partners as named in the Letter of Intent of the JVCA, a Tender Security in original form and in the amount as stated under ITT Sub Clause 35.2.</p> |
| 36. Form of tender security | <p>36.1 The Tender Security shall:</p> <ul style="list-style-type: none"> (a) at the Tenderer's option, be either; <ul style="list-style-type: none"> i. in the form of a bank draft or pay order, or ii. in the form of an irrevocable bank guarantee issued by a scheduled Bank of Bangladesh, in the format (Form PW3-6) 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 listed in ITT Sub Clause 39 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 39.1. |
| 37. Authenticity of Tender Security | <p>37.1 The authenticity of the Tender Security submitted by a Tenderer may be examined and verified by the Procuring Entity at its discretion in writing from the Bank issuing the security.</p> |

- 37.2 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.
- 37.3 A Tender not accompanied by a valid Tender Security will be rejected by the Procuring Entity.
38. Return of Tender Security
- 38.1 No Tender Securities shall be returned by the Tender Opening Committee (TOC) during and after the opening of the Tenders.
- 38.2 No Tender Security shall be returned to the Tenderers before contract signing, except to those who are found unsuccessful.
- 38.3 Unsuccessful Tenderer's tender security will be discharged or returned as soon as possible but within 28 days of the end of the tender validity period specified in ITT Sub-Clauses 33.1.
- 38.4 The tender security of the Successful Tenderer will be discharged upon the Tenderer's furnishing of the performance security pursuant to ITT Clause 33 and signing the Agreement.
39. Forfeiture of Tender Security
- 39.1 The Tender Security may be forfeited, if a Tenderer:
- (a) withdraws its Tender after opening of Tenders but within the validity of the Tender as stated under ITT Clause 33 and 34; or
 - (b) refuses to accept a Notification of Award as stated under ITT Sub Clause 63.1; or
 - (c) fails to furnish Performance Security as stated under ITT Sub Clause 64.1 and 64.2; or
 - (d) refuses to sign the Contract as stated under ITT Sub Clause 69.2 ; or
 - (e) Does not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT Clause 55.
40. Format and Signing of Tender
- 40.1 The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 24 and clearly mark it "ORIGINAL." In addition, the Tenderer shall prepare the number of copies of the Tender, as specified in the **TDS** and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the ORIGINAL shall prevail.
- 40.2 Alternatives, if permitted in accordance with ITT Clause 26, shall be clearly marked "Alternative".
- 40.3 The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by the Person duly authorized to sign on behalf of the Tenderer. This authorization

shall be attached to the Tender Submission Letter (**Form PW3-1**). The name and position held by each Person(s) signing the authorization must be typed or printed below the signature. All pages of the original and of each copy of the Tender, except for un-amended printed literature, shall be numbered sequentially and signed or initialled by the person signing the Tender.

- 40.4 Any interlineations, erasures, or overwriting will be valid only if they are signed or initialled by the Person (s) signing the Tender.

E. Tender Submission

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| 41. Sealing, Marking and Submission of Tender | <p>41.1 The Tenderer shall enclose the original in one (1) envelope and all the copies of the Tender, including the alternatives, if permitted under ITT Clause 26, in another envelope, duly marking the envelopes as "ORIGINAL" "ALTERNATIVE" (if permitted) and "COPY." These sealed envelopes will then be enclosed and sealed in one (1) single outer envelope.</p> <p>41.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> (a) be addressed to the Procuring Entity at the address as stated under ITT Sub Clause 42.1; (b) bear the name of the Tender and the Tender Number as stated under ITT Sub Clause 1.1; (c) bear the name and address of the Tenderer; (d) bear a statement "DO NOT OPEN BEFORE 18th-December 2014 at 15:30" the time and date for Tender opening as stated under ITT Sub Clause 48.2; (e) Bear any additional identification marks as specified in the TDS. <p>41.3 The Tenderer is solely and entirely responsible for pre-disclosure of Tender information if the envelope(s) are not properly sealed and marked.</p> <p>41.4 Tenders shall be delivered by hand or by mail, including courier services at the address(s) as stated under ITT Sub Clause 42.1.</p> <p>41.5 The Procuring Entity will, on request, provide the Tenderer with acknowledgement of receipt showing the date and time when it's Tender was received.</p> |
| 42. Deadline for Submission of Tender | <p>42.1 Tenders shall be delivered to the Procuring Entity at the address specified in the TDS and no later than the date and time specified in the TDS.</p> |

- 42.2 The Procuring Entity may, at its discretion, extend the deadline for submission of Tender as stated under ITT Sub Clause 42.1, 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.
- 42.3 The submission of Tenders will not be allowed in more than one place.
43. Late Tender 43.1 Any Tender received by the Procuring Entity after the deadline for submission of Tenders as stated under ITT Sub Clause 42.1 shall be declared LATE, rejected, and returned unopened to the Tenderer.
44. Notice for 44.1 A Tenderer may modify, substitute or withdraw its Tender after Modification, or it has been submitted by sending a written notice duly signed Substitution of by the authorized signatory and properly sealed, and shall Withdrawal of include a copy of the authorization; provided that such written Tender of notice including the affidavit is received by the Procuring Entity prior to the deadline for submission of Tenders as stated under ITT Clause 42.
45. Tender 45.1 The Tenderer shall not be allowed to retrieve its original Modification Tender, but shall be allowed to submit corresponding modification to its original Tender marked as **"MODIFICATION"**.
46. Tender 46.1 The Tenderer shall not be allowed to retrieve its original Substitution Tender, but shall be allowed to submit another Tender marked as **"SUBSTITUTION"**.
47. Tender 47.1 The Tenderer shall be allowed to withdraw its Tender by a Withdrawal Letter of Withdrawal marked as **"WITHDRAWAL"**.

F. Tender Opening and Evaluation

48. Tender Opening 48.1 Tenders shall be opened in one location, immediately, but no later than one hour, after the deadline for submission of Tenders at the place as specified in the TDS.
- 48.2 Persons not associated with the Tender may not be allowed to attend the public opening of Tenders.
- 48.3 The Tenderers' representatives shall be duly authorised by the Tenderer. Tenderers or their authorised representatives will be allowed to attend and witness the opening of Tenders, and will sign a register evidencing their attendance.
- 48.4 The authenticity of withdrawal or substitution of, or modifications to original Tender, if any made by a Tenderer in

specified manner, shall be examined and verified by the Tender Opening Committee (TOC) based on documents submitted as stated under ITT Sub Clause 44.1.

48.5 Tenders will be opened in the following manner:

- (a) First, envelopes marked "Withdrawal" shall be opened and read out and the envelope with the corresponding tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at tender opening. Next, envelopes marked "Substitution" (S) shall be opened and read out and exchanged with the corresponding tender being substituted, and the substituted tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at tender opening. Envelopes marked "Modification" (M) shall be opened and read out with the corresponding tender. No tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at tender opening. Only envelopes that are opened and read out at tender opening shall be considered further.
- (b) secondly, the remaining Tenders will be sorted out and those marked "Substitution" or "Modification" will be linked with their corresponding "Original"(O) Tender;
- (c) Thirdly, if so specified in this Tender Document, the envelopes marked "Alternative" (A) shall be opened and read aloud with the corresponding Tender and recorded.

48.6 Ensuring that only the correct (M), (S), (A), (O) envelopes are opened, details of each Tender will be dealt with as follows:

- (a) the Chairperson of the Tender Opening Committee will read aloud each Tender and record in the Tender Opening Sheet (TOS) :
 - (i) the name and address of the Tenderer;
 - (ii) state if it is a withdrawn, modified, substituted or original Tender;
 - (iii) the Tender price;
 - (iv) any discounts;
 - (v) any alternatives;
 - (vi) the presence or absence of any requisite Tender Security; and
 - (vii) Such other details as the Procuring Entity, at its

discretion, may consider appropriate.

- (b) Only discounts and alternatives read aloud at the Tender opening will be considered in evaluation.
- (c) All pages of the original version of the Tender, except for un-amended printed literature, will be initialled by members of the Tender Opening Committee.

48.7 Upon completion of Tender opening, all members of the Tender Opening Committee and the Tenderers or Tenderer's duly authorised representatives attending the Tender opening shall sign by name, address, designation, the Tender Opening Sheet, 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 Tender Opening Committee and any authorised Consultants and, to the Tenderers immediately.

48.9 The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record under ITT Sub Clause 48.7.

48.10 No Tender will be rejected at the Tender opening stage except the LATE Tenders as stated in the ITT Clause 43.

49. Evaluation of tenders

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

49.2 The Procuring Entity's **Tender Evaluation Committee (TEC)** shall examine, evaluate and compare Tenders that are substantially responsive to the requirements of Tender Documents in order to identify the successful Tenderer.

50. Evaluation process

50.1 The TEC will consider a Tender responsive that conforms in all respects to the requirements of the Tender Document without material deviation, reservation, or omission. The evaluation process should begin immediately after tender opening, following four broad steps:

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

51. Preliminary Examination

51.1 The Procuring Entity shall examine the tenders to confirm that all documentation requested in ITT Clause 24 has been provided, to determine the completeness of each document submitted.

51.2 The Procuring Entity shall confirm that the following documents and information have been provided in the tender.

If any of these documents or information is missing, the offer shall be rejected.

- (a) Tender Submission Letter;
- (b) Priced Bill of Quantities;
- (c) Written confirmation of authorization to commit the Tenderer; and
- (d) Tender Security.

52. Technical
Responsiveness
and Technical
Evaluation

52.1 The Procuring Entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

52.2 A substantially 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 substantially responsive tenders.

52.3 If a tender is not substantially responsive to the Tender Document, it shall be rejected by the Procuring Entity and shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.

52.4 There shall be no requirement as to the minimum number of responsive tenders.

52.5 There shall be no automatic exclusion of tenders which are above or below the official estimate.

52.6 The Procuring Entity shall now examine the tender to confirm that all terms and conditions specified in the GCC and the PCC have been accepted by the Tenderer without any material deviation or reservation.

52.7 The Procuring Entity shall evaluate the technical aspects of the tender submitted in accordance with ITT Clauses 30,31 and 32, to confirm that all requirements specified in Section 7: General Specifications and Section 8: Particular Specifications of the Tender Document have been met without any material deviation or reservation.

- 52.8 If, after the examination of the terms and conditions and the technical aspects of the tender, the Procuring Entity determines that the tender is not substantially responsive in accordance with ITT Sub-Clauses 52.6 and 52.7, it shall reject the tender.
- 52.9 Provided that a tender is substantially responsive, the Procuring Entity 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 Bill of Quantities. Failure of the Tenderer to comply with the request may result in the rejection of its tender.
- 52.10 The 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.
53. Clarification on Tender 53.1 The TEC may ask Tenderers for clarification of their Tenders, including information which is historical in nature or breakdowns of unit rates or prices, 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 in writing, 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 pursuant to ITT Sub Clause 52.2, will neither be sought nor be permitted.
- 53.2 Changes in the Tender price shall also not be sought or permitted, except to confirm the correction of arithmetical errors discovered by the TEC in the evaluation of the Tenders, as stated under ITT Sub Clause 55.1.
54. Restrictions on Disclosure of Information 54.1 After the opening of tenders, information relating to the examination, clarification, and evaluation of tenders and recommendations for award shall not be disclosed to tenderers or other persons not officially concerned with the evaluation process until the award of the contract is announced.
- 54.2 Any effort by a Tenderer to influence a Procuring Entity in its decision concerning the evaluation of Tenders, Contract awards may result in the rejection of its Tender as well as further action

in accordance with Section 64 (5) of the Public Procurement Act, 2006.

55. Correction of Arithmetical Errors
- 55.1 Provided that the Tender is substantially responsive, the TEC shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the line item total price shall be corrected, unless in the opinion of the TEC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted will govern and the unit price will be corrected; and
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) If there is a discrepancy between words and figures, the unit price in words will prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 55.2 If the Tenderer determined to be the lowest evaluated tenderer does not accept the correction of errors, its tender shall be disqualified and its tender security may be forfeited.
56. Financial evaluation
- 56.1 The TEC will evaluate each Tender that has been determined, up to this stage of the evaluation, to be substantially responsive to the requirements set out in the Tender Document.
- 56.2 To evaluate a Tender, the TEC will consider the following:
- (a) the Tender price, excluding Provisional Sums and the provision, if any, for contingencies in the priced Bill of Quantities, but including Day work items, where priced competitively;
 - (b) adjustments for correction of arithmetical errors pursuant to ITT Sub Clause 55.1;
 - (c) adjustments in order to take into consideration the unconditional discounts or methodology for application of the discount offered pursuant to ITT Sub Clause 27.7;
 - (d) Adjustments for any other acceptable variations or deviations pursuant to ITT Sub Clause 52.10.
- 56.3 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 taken into account in Tender evaluation.

- 56.4 The estimated effect of any price adjustment provisions under GCC Clause 71, applied over the period of execution of the Contract, will not be taken into account in Tender evaluation.
- 56.5 If so indicated in the ITT Sub Clause 1.1 the Procuring Entity may award one or multiple lots to one Tenderer following the methodology specified in ITT Sub Clause 56.6.
- 56.6 To determine the lowest-evaluated lot or combination of lots, the TEC will take into account:
- (a) the experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual lot;
 - (b) the lowest-evaluated Tender for each lot calculated in accordance with all the requirements of Evaluation Criteria;
 - (c) the price reduction on account of discount per lot or combination of lots and the methodology for application of the discount 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 post-qualification criteria stated under ITT Clause 59.
- 56.7 If the tender, which results in the lowest evaluated Tender Price, is Substantially below the updated official estimate or seriously unbalanced as a result of front loading in the opinion of the Procuring Entity, the Procuring Entity may require the Tenderer to produce details price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the performance security set forth in ITT Clause 64 be increased at the expenses of the Tenderer to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful Tenderer under the Contract.

57. Price Comparison

- 57.1 The TEC will compare all substantially responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 56.
- 57.2 In the extremely unlikely event that there is a tie for the lowest evaluated price, the Tenderer with the superior past performance with the Procuring Entity shall be selected, whereby factors such as delivery period, quality of Works

delivered, complaints history and performance indicators could be taken into consideration.

57.3 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 57.2, 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 or a more efficient work programme and work methodology.

57.4 The successful Tenderer as stated under ITT Sub Clauses 57.1, 57.2 and 57.3 shall not be selected through **lottery** under any circumstances.

58. Negotiations

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

58.2 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 estimate; the reasons for such higher price being duly analysed.

58.3 If the Procuring Entity decides to negotiate for reducing the scope of the requirements under ITT Sub Clause 58.2, 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.

58.4 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 award and shall not be penalised in any way for rejecting the proposed award.

59. Post-qualification

59.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive tender is qualified to perform the Contract satisfactorily.

59.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 32, clarifications in accordance with ITT Clause 53 and the qualification criteria indicated in ITT Clauses 12 to 17. Factors

not included therein shall not be used in the evaluation of the Tenderer's qualification.

59.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in rejection 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 satisfactorily

59.4 The 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.

60. Procuring Entity's Right to accept any or to reject any or All Tenders	60.1	The Procuring Entity reserves the right to accept any tender, to annul the tender proceedings, or to reject any or all tenders at any time prior to contract award, without thereby incurring any liability to Tenderers, or any obligations to inform the Tenderers of the grounds for the Procuring Entity's action.
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61. Informing Reasons for Rejection	61.1	Notice of the rejection will be given promptly within seven (7) 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).
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G. Contract Award

62. Award Criteria	62.1	The Procuring Entity shall award the Contract to the Tenderer whose offer 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 59.
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62.2 A 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.

63. Notification of Award	63.1	Prior to the expiry of the Tender Validity period and within seven (7) 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.
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63.2 The Notification of Award, attaching the contract as per the sample (**Form PW3-7**) to be signed, shall state :

- (a) the acceptance of the Tender by the Procuring Entity;
- (b) the price at which the contract is awarded;

		<ul style="list-style-type: none"> (c) the amount of the Performance Security and its format; (d) the date and time within which the Performance Security shall be submitted; and (e) The date and time within which the Contract shall be signed.
	63.3	Until a formal contract is signed, the Notification of Award will constitute a Contract, which shall become binding upon the furnishing of a Performance Security and the signing of the Contract by both parties.
64. Performance Security	64.1	The Performance Security shall be provided by the successful Tenderer in the amount as specified in the TDS and denominated in the currencies in which the Contract Price is payable.
	64.2	The Procuring Entity may increase the amount of the Performance Security above the amounts as stated under ITT Sub Clause 64.1 but not exceeding twenty five (25) percent of the Contract price, if it is found that the Tender is substantially below the updated official estimated or seriously unbalanced as a result of front loading as stated under ITT Sub Clause 56.7.
	64.3	The proceeds of the Performance Security shall be payable to the Procuring Entity unconditionally upon first written demand as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
65. Form and Time Limit for Furnishing of Performance Security	65.1	The Performance Security, as stated under ITT Clause 64, may be in the form of a Bank Draft, Pay Order or an irrevocable Bank Guarantee in the format (Form PW3-9), issued by any scheduled Bank of Bangladesh acceptable to the Procuring Entity.
	65.2	Within fourteen (14) days from the date of acceptance of the Notification of Award (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 64.1 or 64.2.
66. Validity of Performance Security	66.1	The 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.
67. Authenticity of Performance Security	67.1	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, Bank Draft or irrevocable Bank Guarantee in specified format.

68. Adjudicator		68.1 The Procuring Entity proposes the person named in the TDS to be appointed as Adjudicator under the Contract, at an hourly fee and for those reimbursable expenses specified in the TDS .
69. Contract Signing		69.1 At the same time as the Procuring Entity issues the Notification of Award (NOA), the Procuring Entity will send the draft Contract Agreement and all documents forming the Contract to the successful Tenderer.
		69.2 Within twenty-one (21) days of receipt of the Agreement, but not later than twenty-eight (28) days of issuance of the NOA, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
		69.3 Failure of the successful Tenderer to submit the Performance Security, pursuant to ITT Sub-Clause 64.1, or sign the Contract, pursuant to ITT Sub-Clause 69.2, 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 Tenderer, whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
70. Publication of Notification of Award Contract	of of of	70.1 Notification of Awards for Contracts of Taka ten (10) million and above shall be notified by the Procuring Entity to the Central Procurement Technical Unit within seven (7) days of issuance of the NOA for publication in their website, and that notice shall be kept posted for not less than a month.
		70.2 Notification of Award for Contracts below Taka ten (10) million, shall be published by the Procuring Entity on its Notice Board and where applicable on the website of the Procuring Entity and that notice shall be kept posted for not less than a month.
71. Debriefing Tenderers	of	71.1 Debriefing of Tenderers by 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.
		71.2 In the case of debriefing, confidentiality of the evaluation process shall be maintained.
72. Right to Complain	to	72.1 Any Tenderer has the right to complain in accordance with Section 29 of the Public Procurement Act 2006 and Part 12 of Chapter Three of the Public Procurement Rules, 2008.

Tender Data Sheet

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 Bangladesh Economic Zones Authority (BEZA) represented by the <i>Project Director</i>, Bangladesh Economic Zones Development Project (Phase- I)</p> <p>BDBL Bhaban, Level -15, 12 Kawran Bazaar, Dhaka.</p> <p>The Name of the Tender is:</p> <p><i>Construction of Boundary Wall for Mongla Economic Zone under Bagerhat District.</i> Brief Description of the Works: Earth work, soil stabilization with lime, Cast in situ under reamed pile & Pile cap, RCC Pedestal, RCC Tie beam, Brick work, Plaster, Painting, etc., Tender Ref:2- Date: 12 /11/ 2014</p> <p>Lot No(s): 1</p>
ITT 3.1	The source of public funds is International Development Association (IDA) and Department for International Development (DFID) through the project Private Sector Development Support Project.
ITT 3.3	The Bank means IDA
ITT 4.3	Guidelines: Procurement under IBRD Loans and IDA Credits (May 2004 and revised in October, 2006 and May 2010), hereinafter referred to as the Procurement Guidelines
ITT 5.1	Tenderers from the following countries are not eligible : Israel
ITT 6.1	Materials, Equipment and associated services from the following countries are not eligible: Israel
B. Tender Document	
ITT 8.2	<p>The following are authorised agents of the Procuring Entity for the purpose of issuing the Tender Document :</p> <p>Project Director Bangladesh Economic Zones Development Project (Phase- I) Address: Bangladesh Economic Zones Authority (BEZA) BDBL Bhaban, Level-15, 12- Kawran Bazaar, Dhaka Telephone No.: +880 28180170 Fax No.:+880 28180172 e-mail address: bezaprojectgov@gmail.com</p>
ITT 9.1	<p>For <u>clarification of Tender Document purposes</u> only, the Procuring Entity's address is:</p> <p>Attention: <i>Dr. Md. Nurannabi Mridha</i> Address: Project Director, Bangladesh Economic Zones Development Project (Phase- I), Bangladesh Economic Zones Authority (BEZA). Telephone: +880 28180170 Fax No.: +880 28180172 e-mail address: bezaprojectgov@gmail.com</p>
ITT 10.1	A Pre-Tender meeting shall be held:

	Date: 4th December 2014, Time: 16:00 hour local time Venue: Conference Room BDBL Bhaban, Level-15, 12 Kawran Bazaar, Dhaka			
	C. Qualification Criteria			
ITT 14.1(a)	The minimum number of years of general experience of the Tenderer in the construction works as Prime Contractor shall be 5 (Five) years with having adequate experience of Construction of boundary wall . <i>[Years counting backward from the date of publication of IFT in the newspaper]</i>			
ITT 14.1(b)	Having experience in successful completion of at least 1 (One) number of similar nature of work with Pilework BDT 400 (Four) Lakh in a single work order in Govt. /Semi Govt/Autonomous bodies in Bangladesh during the last 5 (Five) years. <i>[years counting backward from the date of publication of IFT in the newspaper]</i> In case of the work done under PWD, The certifying and authenticating authority shall be the concerned Executive Engineer, under whom the work has been executed. In case of the work done under any Govt./ Semi Govt./Autonomous bodies/ Organization other than PWD the certifying authority shall be an officer not below the rank of Executive Engineer and the same should be duly verified by the concerned Executive Engineer of PWD of that area under whose jurisdiction the work has been done.			
ITT 15.1(a)	The tenderer shall have a minimum average annual construction turnover of any best of 5 (five) years during the last 10 (Ten) years amounting to BDT. 800 (Eight hundred) lakh. <i>[Years counting backward from the date of publication of IFT in the newspaper]</i>			
ITT 15.1(b)	The minimum amount of liquid assets or working capital or credit facilities in the form of bank confirmed credit certificate already available to the Tenderer shall be BDT 500 (Five hundred) Lakh.			
ITT 16.1(a),	A Construction Project Manager, Engineer, and other key staff shall have the following qualifications and experience:			
	Sl. No	Designation, Basic Educational Qualifications & No. Of Positions	Total Works Experience (years)	In Similar Works Experience (years)
	1	Project Manager- B.sc in Civil Engineer -1 Person	Min. 15 years.	Min. 5 years.
	2	Field Engineer - B.sc in Civil Engineer -1 Person	Min. 10 years.	Min. 5 years.
	3	Site Supervisor – (Diploma –in-Civil Engineer – 4 persons	Min. 5 years.	Min. 3 years.
	4	Surveyor (Certificated in Surveying) -1 Person	Min. 5 years.	Min. 3 years
	5	Quality Control Engineer - 1 Persons	Min. 5 years.	Min. 3 years
	6	Work Assistant-HSC- 2 Persons	Min. 5 years.	Min. 3 years
ITT 17.1	The Tenderer shall own or have proven access to hire or lease of the major			

	construction equipment, in full working order as follows :																												
	<table><tr><th>No</th><th>Equipment type and characteristics</th><th>Minimum Number Required</th></tr><tr><td>1</td><td>Excavator (0.5-0.7 cum)</td><td>Min. 1 No.</td></tr><tr><td>2</td><td>Total Station Survey equipment (600M-1000M)</td><td>Min. 1 Set</td></tr><tr><td>3</td><td>5-ton truck for carrying earth</td><td>Min. 4 No.</td></tr><tr><td>4</td><td>10-ton truck for carrying earth</td><td>Min. 2 No.</td></tr><tr><td>5</td><td>Excavator (0.5-0.7 cum)</td><td>Min. 2 No.</td></tr><tr><td>6</td><td>Water Pump with water tanker</td><td>Min. 2 No.</td></tr></table>	No	Equipment type and characteristics	Minimum Number Required	1	Excavator (0.5-0.7 cum)	Min. 1 No.	2	Total Station Survey equipment (600M-1000M)	Min. 1 Set	3	5-ton truck for carrying earth	Min. 4 No.	4	10-ton truck for carrying earth	Min. 2 No.	5	Excavator (0.5-0.7 cum)	Min. 2 No.	6	Water Pump with water tanker	Min. 2 No.							
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6	Water Pump with water tanker	Min. 2 No.																											
ITT 18.1	The value of non-judicial stamp for execution of the Joint Venture agreement shall be BDT 300																												
ITT 18.2	<p>The minimum qualification requirements of Leading Partner and other Partner(s) of a JVCA shall be as follows :</p> <table><tr><th>TDS Clauses references</th><th>Requirements by summation</th><th>Requirements for Leading Partner</th><th>Requirements for other Partner(s)</th></tr><tr><td>ITT-14.1(a)</td><td>Summation not applicable</td><td>Same as stated in TDS</td><td>Same as for Leading Partner</td></tr><tr><td>ITT-14.1(b)</td><td>100%</td><td>At least one Contract</td><td>Not applicable</td></tr><tr><td>ITT-15.1(a)</td><td>100%</td><td>40%</td><td>25%</td></tr><tr><td>ITT-15.1(b)</td><td>100%</td><td>Not applicable</td><td>Not applicable</td></tr><tr><td>ITT-16.1(a)</td><td>100%</td><td>Not applicable</td><td>Not applicable</td></tr><tr><td>ITT-17.1</td><td>100%</td><td>Not applicable</td><td>Not applicable</td></tr></table>	TDS Clauses references	Requirements by summation	Requirements for Leading Partner	Requirements for other Partner(s)	ITT-14.1(a)	Summation not applicable	Same as stated in TDS	Same as for Leading Partner	ITT-14.1(b)	100%	At least one Contract	Not applicable	ITT-15.1(a)	100%	40%	25%	ITT-15.1(b)	100%	Not applicable	Not applicable	ITT-16.1(a)	100%	Not applicable	Not applicable	ITT-17.1	100%	Not applicable	Not applicable
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ITT-15.1(b)	100%	Not applicable	Not applicable																										
ITT-16.1(a)	100%	Not applicable	Not applicable																										
ITT-17.1	100%	Not applicable	Not applicable																										
ITT 19.3	The Nominated Subcontractor(s) named [insert name(s)] shall execute the following specific components of the proposed Works: Not applicable																												
D. Tender Preparation																													
ITT 24.1 (I)	<p>The Tenderer shall submit with its Tender the following additional documents:</p> <ol style="list-style-type: none">Valid trade license for the year 2014-15Certificate of latest income tax clearance /Tax return submission with TIN NumberVAT Registration CertificateOriginal letter naming the person authorized to Sign on behalf of the tendererOriginal Money Receipt of purchasing the tender documentCertificate on liquid asset from a scheduled BankWork Completion Certificate of similar WorksKey staffs & Equipment List.Site Visit / Survey report (if any)Summary/Consolidated audit report showing annual construction turnover for the last 5(Five) years.Work schedule preferably in the bar chart																												
ITT 26.1	Alternatives will not be permitted.																												
ITT 26.2	There shall not be alternative times for completion of the Works.																												
ITT 26.4	Alternative technical solutions for any parts of works will not be permitted.																												
ITT 27.9	The prices quoted by the Tenderer shall be fixed for the duration of the Contract.																												

ITT 28.1	The currency of the Tender shall be: Bangladesh Taka
ITT 31.1	The required Technical Proposal shall include the following additional information : Proposed method of construction and Technical Specifications.
ITT 33.1	The Tender Validity period shall be 120 (One Hundred Twenty) days.
ITT 35.1	The amount of the Tender Security shall be BDT 10 (Ten) Lakh in favour of Project Director, Bangladesh Economic Zones Development Project (Phase- I).
ITT 40.1	In addition to the original of the Tender, [2] copies shall be submitted.
E. Tender Submission	
ITT 41.2(e)	The inner and outer envelopes shall bear the following additional identification marks: BEZAWD9
ITT 42.1	For <u>Tender submission purposes</u> only, the Procuring Entity's address is: Attention: Project Director, Bangladesh Economic Zones Development Project (Phase- I), Address: Bangladesh Economic Zone Authority , BDBL Bhaban, Level-15, 12- Kawran Bazaar, Dhaka The deadline for the submission of Tenders is: 18th December 2014 Time & Date: 15:00 hours local time
F. Tender Opening and Evaluation	
ITT 48.1	The Tender opening shall take place at : Conference Room, BDBL Bhaban, Level-15, 12- Kawran Bazaar, Dhaka Address: Bangladesh Economic Zone Authority, BDBL Bhaban, Level-15 12- Kawran Bazaar, Dhaka Time & Date: 15:30 hours local time on 18th December 2014
G. Contract Award	
ITT 64.1	The amount of Performance Security shall be [10%] percent of the Contract Price.
ITT 68.1	The Adjudicator proposed by the Procuring Entity is. Engr. xxxxxxxx, xxxxxx department. The hourly fee shall be Tk [1000.00] and the reimbursable expenses shall be limited to Tk. 1,00,000.00 The biographical data of the Adjudicator is: Engr. xxxxxxxxxx. xxxxxxxxxxxxxxxxxxxx xxxxxxx department, Bangladesh. Cell phone:+88- xxxxxxxxxx Phone: +88-xxxxxxxx E-mail: xxxxxxxx@xxxxxxxx, yyyyyyyy@yyyyyyyy [A brief CV is attached.]

General Conditions of 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.
- (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 SubClause 94.2.
- (c) **The Bank** means International Development Association
- (d) **Bill of Quantities (BOQ)** means the priced and completed Bill of Quantities forming part of the Contract defined in GCC Clause 60.
- (e) **Compensation Events** are those defined in GCC Clause 69.
- (f) **Approving Authority** means the authority that gives decision on specific issues as per delegation of administrative and/or financial powers.
- (g) **Completion Certificate** means the Certificate issued by the Project Manager as evidence that the Contractor has executed the Works and Physical services in all respects as per design, drawing, specifications and Conditions of Contract.
- (h) **Completion Date** is the actual date of completion of the Works and Physical services certified by the Project Manager, in accordance with GCC Clause 80.
- (i) **Contract** 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.
- (j) **Contract Documents** means the documents listed in GCC Clause 6, including any amendments thereto.
- (k) **Contractor** is the party whose Tender to carry out the Works has been accepted by the Procuring Entity.

	<p>(l) Contract Price is the price stated in the Notification of Award and thereafter as adjusted in accordance with the provisions of the Contract.</p> <p>(m) Contractor's Tender is the completed Tender Document including the priced Bill of Quantities and the Schedules submitted by the Contractor to the Procuring Entity.</p> <p>(n) Day means calendar day unless otherwise specified as working days.</p> <p>(o) 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.</p> <p>(p) Defect is any part of the Works not completed in accordance with the Contract.</p> <p>(q) Defects Correction Certificate is the certificate issued by the Project Manager upon correction of defects by the Contractor.</p> <p>(r) Defects Liability Period is the period specified in the PCC and calculated from the Completion Date. 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> <p>(s) Goods mean the Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.</p> <p>(a) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.</p> <p>(t) GCC means the General Conditions of Contract.</p> <p>(u) Government means the Government of the People's Republic of Bangladesh.</p> <p>(v) "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, 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;</p>
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	<p>(w) 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 and Physical services as specified in the Contract and may be revised only by the Project Manager by issuing an extension of time or an acceleration order.</p> <p>(x) Materials means things of all kinds other than Plant intended to form or forming part of the Works, including the supply-only materials, if any, to be supplied by the Contractor under the Contract.</p> <p>(y) Month means calendar month.</p> <p>(z) Initial Contract Price is the Contract Price stated in the Procuring Entity's Notification of Award.</p> <p>(aa) PCC means the Particular Conditions of Contract.</p> <p>(bb) Plant means the apparatus, machinery and other equipment intended to form or forming part of the Works, including vehicles purchased for the Procuring Entity and relating to the construction of the Works and Physical services.</p> <p>(cc) Procuring Entity is the party who employs the Contractor to carry out the Works, as specified in the PCC.</p> <p>(dd) 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.</p> <p>(ee) Provisional Sums means amounts of money specified by the Procuring Entity in the Bill of Quantities which shall be used, at its discretion, for payments to Nominated Subcontractor(s) and for meeting other essential expenditures under the Contract pursuant to GCC Sub Clause 77.</p> <p>(ff) Site means the places where the 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.</p> <p>(gg) 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.</p>
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	<p>(hh) 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.</p> <p>(ii) Start Date is the date defined in the PCC and it is the last date when the Contractor shall commence execution of the Works under the Contract.</p> <p>(jj) 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.</p> <p>(kk) 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 Works and remedying of any defects.</p> <p>(ll) A Variation is an instruction given by the Project Manager that varies the Works.</p> <p>(mm) 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.</p> <p>(nn) Writing means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.</p>
2. Interpretation	<p>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 construance of the Contract. Words have their normal meaning under the language of the Contract unless specifically defined.</p>
	<p>2.2 Entire Agreement</p> <p>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</p>

	6.1(j).
	<p>2.3 Non waiver</p> <p>(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.</p> <p>(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.</p>
	<p>2.4 Severability</p> <p>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.</p>
	<p>2.5 Sectional completion</p> <p>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).</p>
3. Communications and Notices	<p>3.1 Communications between Parties such as 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.</p>
	<p>3.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
	<p>3.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.</p>
4. Included under the Contractor which the Project manager certifies to be dueGoverning	<p>4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.</p>

Law	
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. 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	<p>6.1 The following documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> (a) the signed Contract Agreement (Form PW3-8); (b) the Notification of Award (PW3-7); (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 Drawings; (i) the priced Bill of Quantities and the Schedules; and (j) Any other document listed in the PCC forming part of the Contract.
7. Scope of Works	<p>7.1 The Works to be executed, completed and maintained shall be as specified in the Bill of Quantities, the General and Particular Specifications and Drawings.</p> <p>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.</p>
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 Sub contractor(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 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	<p>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.</p> <p>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.</p>
12. JVCA	<p>12.1 If the Contractor is a Joint Venture, Consortium, or Association (JVCA),</p> <ul style="list-style-type: none"> (a) each partner of the JVCA shall be jointly and severally liable for all liabilities and ethical or legal obligations to the Procuring Entity for the fulfilment of the promises of the Contract; (b) the JVCA partners shall nominate a representative who shall have the authority to conduct all business including the receipt of payments for and on behalf of all partners of the JVCA; (c) The JVCA shall notify the Procuring Entity of its composition and legal status which shall not be altered without the prior approval of the Procuring Entity. (d) Alteration of partners shall only be allowed if any of the partners is found to be incompetent or has any serious difficulties which may impact the overall implementation of the works.
13. Possession of the Site	<p>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 69.1(a).</p>
14. Access to the Site	<p>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.</p>

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 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.
	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 and Physical services 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 taxes, duties, fees, and other such levies imposed 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. 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 Project Manager shall however be obtained for other proposed Subcontractor(s).
	20.3 Subcontractors shall comply with the provisions of GCC Clause 39.
21. Nominated Subcontractor	21.1 Nominated Subcontractor named in the Contract shall be entitled to execute the specific components of the Works stated in the PCC .
	21.2 The Contractor shall not be under obligations to employ a Nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Project manager as soon as practicable, with supporting particulars while there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength, or does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, or does not accept to enter into a subcontract which specifies that, for the subcontracted work including design, if any, the Nominated Subcontractor shall undertake to the Contractor such obligations and liabilities as will enable the contractor to discharge his or her liabilities under the Contract.
	21.3 Subcontracting shall in no event relieve the Contractor from any of its obligations, duties, responsibilities, or liability under the Contract and all Subcontractors shall comply with the provisions of GCC Clause 39.
22. Other Contractors	22.1 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.
23. Project Manager's Decisions	23.1 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.
24. Delegation	24.1 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.
	24.2	Any communications to the Contractor in accordance with such delegation shall have the same effect as if it was given by the Project Manager.
25. Instructions,	25.1	The Contractor shall carry out all instructions of the Project Manager that comply with the applicable law.
26. Queries about the Contract conditions	26.1	The Project Manager, on behalf of the Procuring Entity, will clarify queries on the Conditions of Contract.
27. Safety, Security and Protection of the Environment	27.1	<p>The Contractor shall throughout the execution and completion of the Works and the remedying of any defects therein:</p> <ul style="list-style-type: none"> (a) 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; (b) provide and maintain at the Contractor's own cost all lights, guards, fencing, warning signs and watching for the protection of the Works or for the safety on-site; and (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of the Contractors methods of operation.
28. Working Hours	28.1	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.
29. Welfare of Labourers	29.1	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.
	29.2	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.
	29.3	The Contractor, further in particular, shall pay reasonable wages to his or her labourers, and pay them in time. In the

	<p>event of delay in payment the Procuring Entity may effect payments to the labourers and recover the cost from the Contractor.</p>
30. Child Labour	<p>30.1 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.</p>
31. Discoveries	<p>31.1 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.</p>
32. Procuring Entity's and Contractor's Risks	<p>32.1 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.</p>
33. Procuring Entity's Risks	<p>33.1 From the Start Date until the Defects Correction Certificate has been issued, the following are Procuring Entity's risks:</p> <ul style="list-style-type: none"> (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 <ul style="list-style-type: none"> 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.
	<p>33.2 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:</p> <ul style="list-style-type: none"> (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.
34. Contractor's Risks	34.1 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.
35. Copyright	35.1 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.
	35.2 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.
36. Limitation of Liability	<p>36.1 Except in cases of criminal negligence or wilful misconduct:</p> <p>(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</p> <p>(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.</p>
37. Insurance	<p>37.1 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 and deductibles specified in the PCC for the following events which are due to the Contractor's risks:</p> <p>(a) loss of or damage to the Works, Plant, and Materials;</p> <p>(b) loss of or damage to Equipment;</p> <p>(c) loss of or damage to property (except the Works, Plant,</p>

	Materials, and Equipment) in connection with the Contract; and (d) Personal injury or death.
	37.2 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 of currencies required to rectify the loss or damage incurred.
	37.3 If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may effect 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.
	37.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.
	37.5 Both parties shall comply with conditions of the insurance policies.
38. Management and Progress Meetings	38.1 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.
	38.2 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.
39. Corrupt, Fraudulent, Collusive, Coercive, or Obstructive	39.1 The Government and the Bank requires that Procuring Entity, as well as the Contractor shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of the Contract under public fund.

Practices	<p>39.2 For the purposes of GCC Sub Clause 39.3, the terms set forth below as follows:</p> <p>(a) “corrupt practice” means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of a Procuring Entity or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by a Procuring Entity in connection with a Procurement proceeding or Contract execution;</p> <p>(b) “fraudulent practice” means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;</p>
	<p>(c) “collusive practice” means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Procuring Entity, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying a Procuring Entity the benefits of competitive price arising from genuine and open competition; or</p> <p>(d) “Coercive practice” means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of the Contract, and this will include creating obstructions in the normal submission process used for Tenders.</p> <p>(e) “obstructive practice” means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; and also means acts intended to materially impede the exercise of the inspection and audit rights provided for under GCC Sub-Clause 39.6.</p>
	<p>39.3 Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind, in competing for or in executing the Contract, is determined by the Procuring Entity, then the Procuring Entity may, upon giving 28 days’ notice to the Contractor, terminate the Contractor’s employment under the Contract and expel the contractor from the site, and the provisions of Clause 89 shall apply as if such expulsion had been made under sub-clause 89.1 (Termination for Default).</p>

	<p>39.4 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 19.3.</p>
	<p>39.5 The Contractor shall be aware of the provisions on corruption, fraudulence, collusion, coercion and obstruction of the Procurement Guidelines of The Bank, Public Procurement Act 2006 and Public Procurement Rules 2008.</p> <p>39.6 The Contractor (including its suppliers, sub-contractors, agents, personnel, consultants, and service providers) shall permit the Government and/or the Bank 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 Bank, if so required. The Contractor's attention is drawn to GCC Sub-Clause 39.3 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this sub-clause constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines of the Bank).</p>
B. Time Control	
40. Commencement of Works	<p>40.1 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:</p> <ul style="list-style-type: none"> (a) signing of the Contract Agreement by both parties upon approval of the by 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 75 provided that the corresponding Bank Guarantee has been delivered by the Contractor, if any.
	<p>If the Project Manager's instruction is not received by the Contractor within one hundred eighty (180) days from the date of signing of the Contract Agreement, the Contractor shall be entitled to terminate the Contract under GCC Sub Clause 90.1.</p>
	<p>40.2 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(ii) after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.</p>

41. Completion of works	41.1 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 42 to complete them in all respects by the Intended Completion Date.
42. Programme of works	42.1 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.
	42.2 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.
	42.3 If the Contractor does not submit an updated Programme of Works at the intervals as stated under GCC Sub Clause 42.2, 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.
	42.4 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.
43. Pro Rata Progress	43.1 The Contractor shall maintain Pro Rata progress of the Works. Progress to be achieved shall be pursuant to GCC Clause 42 and shall be determined in terms of the value of the works done.
44. Early Warning	44.1 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 Initial Contract Price or delay the execution of the Works, the Contractor shall promptly notify the Project Manager in writing of the delay, it's 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.

	<p>44.2 The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Initial Contract price and Completion Date. The Contractor shall provide the estimate and the Project Manager shall further proceed as soon as reasonably possible.</p>
45.45. Extension of Intended Completion Date	<p>45.1 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 or Extra Work Order.</p>
	<p>45.2 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.</p>
	<p>45.3 Except in case of Force Majeure, as provided under GCC Clause 85, a delay by the Contractor in the performance of its Completion obligations shall render the Contractor liable to the imposition of Liquidated Damages pursuant to GCC Clause 73, unless an extension of Intended Completion Date is agreed upon, pursuant to GCC Clause 45.</p>
	<p>45.4 If the Contractor fails to complete the Works by the Intended Completion Date, as extended by the Project Manager as the case may be, the Contractor shall be liable to pay liquidated damages to the Employer.</p>
46. Delays Caused by Authorities	<p>46.1 If the following conditions apply, namely:</p> <ul style="list-style-type: none"> (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; <p>then this delay or disruption will be considered as a cause of delay under GCC Sub Clause 45.1.</p>
	<p>46.2 The Project Manager shall notify the Contractor accordingly keeping the Procuring Entity posted.</p>
47. Acceleration	<p>47.1 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</p>

	<p>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.</p> <p>47.2 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 62.</p>
48. Delays Ordered by the Project Manager	48.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
49. Suspension of Work	49.1 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.
50. Consequences of Suspension	<p>50.1 If the Contractor suffers delay and/or incurs Cost from complying with the Project Manager's instructions under GCC Clause 49 and/or from resuming the work, the Contractor shall give notice to the Project Manager and shall be entitled subject to GCC Clause 93 to:</p> <ul style="list-style-type: none"> (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. <p>50.2 After receiving this notice, the Project Manager shall proceed to agree or determine these matters.</p> <p>50.3 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 49.</p>
C. Quality Control	
51. Execution of Works	51.1 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 6.
52. Examination of Works before covering up	<p>52.1 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.</p> <p>52.2 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</p>

	part of the Works is ready for examination and the Project Manager shall attend to such examination without unreasonable delay.
53. Identifying Defects	53.1 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.
54. Testing	54.1 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.
55. Rejection of Works	55.1 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.
56. Remedial Work	56.1 Notwithstanding any test or certification, the Project Manager may instruct the Contractor to: <ul style="list-style-type: none"> (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.
	56.2 The Contractor shall comply with the instruction issued under GCC Sub Clause 56.1 within a reasonable time, which shall be specified in the instruction, or immediately if urgency is specified under GCC Sub Clause 56.1(c).
	56.3 If the Contractor fails to comply with the instruction issued under GCC Sub Clause 56.2, 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.
57. Correction of Defects	57.1 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.
	57.2 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.
58. Uncorrected Defects	58.1 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	
59. Contract Price	59.1 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
60. Bill of Quantities	60.1 The Bill of Quantities shall contain priced items for the construction, installation, testing, and commissioning work to be done by the Contractor.
	60.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
61. Changes in the Quantities and Unit Rate or Price	61.1 If the final quantity of the work done for any particular item differs from the quantity in the Bill of Quantities by more than twenty-five percent (25%), provided the change in case exceeds one percent (1%) of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
	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 Bill of Quantities.
62. Variations	62.1 All Variations and Extra Work Orders under the Contract shall be included in the updated Programme of Works produced by the Contractor.
63. Costing of Variations or Extra Orders	63.1 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) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
	63.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work not above the limit stated in GCC Sub-Clause 61.1 or the timing of its execution do not cause the

		cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
	63.3	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.
	63.4	If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event under GCC Sub Clause 69.
	63.5	The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning under GCC Sub Clause 44.1.
64. Cash Flow Forecasts	64.1	When the Programme of Works is updated under GCC Sub Clause 42.2, the Contractor shall provide the Project Manager with an updated cash flow forecast.
65. Payment Certificates	65.1	The basis for payment certificates shall be Bill of Quantities used to determine the Contract price.
	65.2	The Contractor shall submit to the Project Manager monthly statements of the estimated value of the works executed less the cumulative amount certified previously.
	65.3	The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
	65.4	The value of work executed shall be determined by the Project Manager.
	65.5	The value of work executed shall include the valuation of Variations or Extra Work Orders, Certified Day works and Compensation Events.
	65.6	The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
66. Payments to the Contractor	66.1	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 93.
	66.2	Items of works quantified in the Bill of Quantities for which no rates or prices have been quoted shall be deemed covered by the amounts at rates and prices of other items in the Contract.
	66.3	Payments due to the Contractor in each certificate shall be made into the Bank Account in any scheduled Bank of Bangladesh of the title of the Contract specified in the PCC , nominated by the Contractor in the currency specified in the Contract.
67. Delayed Payment	67.1	If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. 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 at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
	67.2	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.
68. Payments to Nominated Subcontractor(s)	68.1	The Contractor shall pay to the Nominated Subcontractor(s) the amounts shown on the Nominated Subcontractor's invoices approved by the Contractor which the Project Manager certifies to be due in accordance with the subcontract included under the Contract.
69. Compensation Events	69.1	<p>The following shall be Compensation Events:</p> <ul style="list-style-type: none"> (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

	<p>found to have no Defects;</p> <ul style="list-style-type: none"> (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; (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons; (h) 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; (i) The advance payment is delayed; (j) The effects on the Contractor of any of the Procuring Entity's Risks; (k) The Project Manager unreasonably delays issuing a Completion Certificate; (l) A situation of Force Majeure has occurred, as defined in GCC Clause 85; and (m) Other Compensation Events described in the Contract or determined by the Project Manager in the PCC shall apply. <p>69.2 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.</p> <p>69.3 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.</p> <p>69.4 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.</p>
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70. Adjustments for Changes in Legislation	<p>70.1 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 approving 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.</p> <p>70.2 The Project Manager shall adjust the Contract Price on the basis of the change in the amount of taxes, duties, and other levies payable by the Contractor, provided 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.</p>
71. Price Adjustment	<p>71.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. If so provided, 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 formula indicated below applies:</p> <p style="text-align: center;">$P = A + B (I_m/I_o)$</p> <p>where:</p> <p>P is the adjustment factor</p> <p>A and B are Coefficients specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the Contract; and</p> <p>I_m is the Index during the month the work has been executed and I_o is the Index prevailing twenty eight (28) days prior to the deadline for submission of Tender.</p> <p>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.</p> <p>If the value of the Index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The Index value shall be deemed to take account of all changes in price due to fluctuations.</p>

72. Retention Money	72.1	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.
	72.2	On completion of the whole of the Works, the first half the total amount retained under GCC Sub Clause 72.1 shall be repaid to the Contractor and the remaining second half after the Defects Liability Period has passed and the Project Manager has certified in the form of Defects Corrections Certificate .
	72.3	On completion of the whole of the Works, the Contractor may substitute an unconditional Bank Guarantee in the format as specified (Form PW3-11) acceptable to the Procuring Entity for the second half of the retention money as stated under GCC Sub Clause 72.2.
73. Liquidated Damages	73.1	The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the PCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined 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.
	73.2	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. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 43.1.
74. Bonus	74.1	The Contractor shall be paid a Bonus calculated at the rate per calendar 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.
75. Advance Payment	75.1	If so specified in the PCC , the Procuring Entity shall make advance payment to the Contractor of the amounts and by the dates stated in the PCC against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity in an amount equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the

	Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.
	75.2 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.
	75.3 The advance payment shall be repaid by deducting at proportionate rate from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
76. Performance Security	76.1 The Procuring Entity shall notify the Contractor of any claim made against the Bank issuing the Performance Security.
	76.2 The Procuring Entity may claim against the security if any of the following events occurs for fourteen (14) days or more. <ul style="list-style-type: none"> (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.
	76.3 In the event the Contractor is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Procuring Entity may call the full amount of the Performance Security.
	76.4 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.
	76.5 If there is no reason to call the Performance Security, the Performance Security shall be discharged by the Employer and returned to the Contractor not later than twenty-eight (28) days after the Defects Liability Period has passed and the Project Manager has certified in the form of Defects Corrections Certificate .
77. Provisional Sums	77.1 Provisional Sums shall only be used, in whole or in part, in accordance with the Project Manager's instructions and the

		Contract price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Project Manager shall have instructed.
	77.2	Plants, Materials or Services to be purchased by the Contractor under the provisions of GCC Sub Clause 77.1 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 VAT, profit and overhead charges, as applicable, calculated as a percentage of these actual amounts by applying the relevant percentage rate stated in the PCC .
	77.3	The Contractor shall, when required by the Project Manager, produce quotations, invoices, vouchers and accounts or receipts in substantiation of purchases under GCC Sub Clause 77.2.
78. Day works	78.1	If applicable, the Day works 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.
	78.2	All works to be paid for as Day works 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.
	78.3	The Contractor shall be paid for Day works subject to obtaining signed Day works forms.
79. Cost of Repairs to Loss or Damages	79.1	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		
80. Completion	80.1	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.
81. Taking Over	81.1	The Procuring Entity shall take over the Site and the Works within seven (7) days of the Project Manager's issuing a certificate of Completion.
82. Amendment to Contract	82.1	The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease in initial Contract price and any other changes acceptable under the conditions of the Contract.

	82.2 The Procuring Entity, in accordance with the Delegation of Financial Power or sub-delegation thereof, shall amend the Contract incorporating the changes introduced to the original terms and conditions of the Contract in line with the Rules.
83. Final Account	83.1 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 .
	83.2 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.
	83.3 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.
	83.4 If the Final Account of Works submitted under GCC Sub Clause 83.1 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.
84. As-built drawings and manuals	84.1 If "As Built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PCC .
	84.2 If the Contractor does not supply the Drawings and/or Manuals by the dates specified in GCC Sub Clause 84.1, 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.
85. Force Majeure	<p>85.1 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind stated below;</p> <ul style="list-style-type: none"> (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.
86. Notice of Force Majeure	86.1 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.
	86.2 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.
87. Consequences of Force Majeure	87.1 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 86, and suffers delay and/or incurs cost by reason of such Force Majeure, the Contractor shall be entitled subject to GCC Sub Clause 93 to: <ul style="list-style-type: none"> (a) an extension of time for any such delay, if completion is or will be delayed, under GCC Clause 45, and (b) if the event or circumstance is of the kind described subparagraphs (a) to (e) of GCC Sub Clause 85.1 occurs in the Country, payment of any such cost, including the costs of rectifying or replacing the Works and Physical services damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in GCC Clause 37.
	87.2 After receiving notice under GCC Sub Clause 86.1, the Project Manager shall proceed to determine these matters under the provisions of the Contract.
88. Release from Performance	88.1 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: <ul style="list-style-type: none"> (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 90.3 if the Contract had been terminated under

	GCC Sub Clause 89.3.
F.Termination and Settlement of Disputes	
89. Termination	<p>89.1 Termination for Default</p> <ul style="list-style-type: none"> (a) The Procuring Entity or the Contractor, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of Contract. (b) Fundamental breaches of the Contract shall include, but shall not be limited to, the following: <ul style="list-style-type: none"> (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 instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within eighty four (84) days; (iii) 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; (iv) the Contractor does not maintain a Security, which is required; (v) 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 73; (vi) 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; (vii) The Contractor, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices, as defined in GCC Sub Clause 39, in competing for or in executing the Contract. (viii) 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. <p>89.2 Termination for Insolvency</p> <p>The Procuring Entity and the Contractor may at any time terminate the Contract by giving twenty eight (28) 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</p>

	<p>prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.</p> <p>89.3 Termination for Convenience</p> <p>(a) The Procuring Entity, by giving twenty eight (28) 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 89.3 (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 89.1(a).</p> <p>89.4 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:</p> <p>(a) to have any portion completed by the Contractor at the Contract terms and prices; and /or</p> <p>(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</p> <p>(c) except in the case of termination for convenience as stated under GCC Sub Clause 89.3., engage another Contractor to complete the Works, and in that case the Contractor shall be liable to the Procuring Entity for any cost that may be incurred in excess of the sum that would have been paid to the Contractor, if the work would have been executed and completed by him or her.</p> <p>89.5 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</p>
<p>90. Payment upon Termination</p>	<p>90.1 If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 89.1 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 less the amount from percentage to apply to the contract value of the works not completed, as indicated in the PCC. If the</p>

	<p>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.</p> <p>90.2 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.</p> <p>90.3 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:</p> <ul style="list-style-type: none"> (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.
91. Property	<p>91.1 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 89.1.</p>
92. Frustration	<p>92.1 If the Contract is frustrated by the occurrence of a situation of Force Majeure as defined in GCC Sub Clause 85, 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.</p>
G. Claims, Disputes and Arbitration	

93. Contractor's Claims	<p>93.1 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, as and not later than twenty eight (28) days after the Contractor became aware, or should have become aware, of the event or circumstance.</p>
	<p>93.2 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.</p>
	<p>93.3 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.</p>
94. Settlement of Disputes	<p>94.1 Amicable settlement</p> <p>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.</p>
	<p>94.2 Adjudication</p> <ul style="list-style-type: none"> (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

	<p>reimbursable expenses) to the Adjudicator, and the Procuring Entity shall reimburse half of these fees through the regular progress payments.</p> <p>(e) Should the Adjudicator resign or die, or should 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 94.2 (b)</p>
	<p>94.3 Arbitration</p> <p>(a) If the parties are unable to reach a settlement as per GCC Clauses 94.1 and 94.2 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 in accordance with GCC Sub Clause 97.3(b).</p> <p>(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.</p>

Particular Conditions of Contract

Section 4.Particular Conditions of Contract

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

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(k)	The Contractor is <i>[Name, address, and name of authorized representative]</i>
GCC 1.1(cc)	The Procuring Entity is Bangladesh Economic Zone Authority represent by Bangladesh Economic Zones Development Project (Phase- I) Address: Bangladesh Economic Zone Authority, BDBL Bhaban, Level-15, 12-Kawran Bazaar, Dhaka <i>Authorized Representative:</i> Dr. Md. Nurannabi Mridha, Project Director, Bangladesh Economic Zones Development Project (Phase- I)
GCC 1.1(dd)	The Project Manager is Dr. Md. Nurannabi Mridha Project Director, Bangladesh Economic Zones Development Project (Phase- I) Bangladesh Economic Zone Authority, Address: Bangladesh Economic Zone Authority, BDBL Bhaban, Level-15 12-Kawran Bazaar, Dhaka <i>Authorized Representative: Same as Project Manager</i>
GCC 1.1 (z)	The initial Contract price is -----
GCC 1.1(w)	The Intended Completion Date for the whole of the Works shall be <i>6 months from the date of Contract.</i>
GCC 1.1(ff)	The Site is located at <i>Mongla, Bagerhat district</i> and is defined in drawings attached.
GCC 1.1(ii)	The Start Date shall be <i>7 days from the date of Contract</i>
GCC 1.1(mm)	The Works consist of Earth work, Cast in situ under reamed pile & Pile cap, soil stabilization with lime,RCC Pedestal, RCC Tie beam, Brick work, Plaster, Painting, etc., <i>i,e Boundary wall</i>
GCC 2.5	The Sectional Completion Dates are:N/A
GCC 3.1	The Procuring Entity's address for the purpose of communications under this contract is : Engr. xxxxxxxxx, xxxxxx Engineer (civil), Bangladesh Economic Zone Authority Address: BDBL Bhaban, Level-15, 12- Kawran Bazaar, Dhaka Tel: xxxxxxxx,xxxxxxx, xxxxxxxxxx Fax: xxxxxxx e-mail address: xxxxxxxxx@xxxxx.xxx The Contractor's address for the purpose of communications under this contract is :
GCC 6.1 (j)	Other documents forming part of the Contract are: Environmental Management Plan, Work schedule, Schedule of key personnel, Schedule of equipment, Site inspection report & Report of the Technical Monitoring Sub-committee. A Committee shall be formed by Procuring Entity for advising to properly implementation of construction of boundary wall called as " Technical Monitoring Sub-committee ". The Contractor must need to verify each stage of boundary wall to Technical Monitoring Sub-committee and getting report before

	proceeding with the construction of the next stage.																															
GCC 9.1	A Contractor or a Subcontractor that is a national of, or registered in, the following countries are not eligible:Israel																															
GCC 9.2	Materials, Equipment Plants and supplies shall not have their origin in the following countries:Israel																															
GCC 13.1	Possession of the Site or part(s) of the Site, to the Contractor shall be given on the following date(s); <i>7 days from the signing of Contract.</i> <i>[state date or dates of possession of site]</i>																															
GCC 19.1	Following Key Personnel to carry out the functions stated in the Schedule shall be employed by the Contractor; <table><tr><th>Sl. No.</th><th>Designation, Basic Educational Qualifications & No. Of Positions</th><th>Total Works Experience</th><th>In Similar Works Experience</th></tr><tr><td>1</td><td>Project Manager- B.sc in Civil Engineer -1 Person</td><td>Min. 15 years.</td><td>Min. 5 years.</td></tr><tr><td>2</td><td>Field Engineer - B.sc in Civil Engineer -1 Person</td><td>Min. 10 years.</td><td>Min. 5 years.</td></tr><tr><td>3</td><td>Site Supervisor – (Diploma –in-Civil Engineer – 4 persons</td><td>Min. 5 years.</td><td>Min. 3 years.</td></tr><tr><td>4</td><td>Surveyor (Certificated in Surveying) -1 Person</td><td>Min. 5 years.</td><td>Min. 3 years</td></tr><tr><td>5</td><td>Quality Control Engineer - 1 Persons</td><td>Min. 5 years.</td><td>Min. 3 years</td></tr><tr><td>6</td><td>Work Assistant-HSC- 2 Persons</td><td>Min. 5 years.</td><td>Min. 3 years</td></tr></table>				Sl. No.	Designation, Basic Educational Qualifications & No. Of Positions	Total Works Experience	In Similar Works Experience	1	Project Manager- B.sc in Civil Engineer -1 Person	Min. 15 years.	Min. 5 years.	2	Field Engineer - B.sc in Civil Engineer -1 Person	Min. 10 years.	Min. 5 years.	3	Site Supervisor – (Diploma –in-Civil Engineer – 4 persons	Min. 5 years.	Min. 3 years.	4	Surveyor (Certificated in Surveying) -1 Person	Min. 5 years.	Min. 3 years	5	Quality Control Engineer - 1 Persons	Min. 5 years.	Min. 3 years	6	Work Assistant-HSC- 2 Persons	Min. 5 years.	Min. 3 years
Sl. No.	Designation, Basic Educational Qualifications & No. Of Positions	Total Works Experience	In Similar Works Experience																													
1	Project Manager- B.sc in Civil Engineer -1 Person	Min. 15 years.	Min. 5 years.																													
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3	Site Supervisor – (Diploma –in-Civil Engineer – 4 persons	Min. 5 years.	Min. 3 years.																													
4	Surveyor (Certificated in Surveying) -1 Person	Min. 5 years.	Min. 3 years																													
5	Quality Control Engineer - 1 Persons	Min. 5 years.	Min. 3 years																													
6	Work Assistant-HSC- 2 Persons	Min. 5 years.	Min. 3 years																													
GCC 21.1	Nominated Subcontractor(s) named below; None _____ <i>[insert name(s)]</i> shall be entitled to execute the following specific components of the Works																															
GCC 23.1	The Contractual matters between the Procuring Entity and the Contractor shall be decided by : NA																															
GCC 27.1(c)	Shall implement the Environmental Management Plan as specified in Section 10 of the tender document.																															
GCC 37.1	The minimum insurance cover shall be : <table><tr><td>(a)</td><td>The maximum deductible for insurance of the Works and of Plant and Materials is BDT----- <i>[state amount]</i> <i>[The Contractor shall provide this amount at the time of Contract signing].</i></td></tr><tr><td>(b)</td><td>The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is BDT. ----- <i>[the amount could be 110% of the contract value]</i></td></tr><tr><td>(c)</td><td>The maximum deductible for insurance of Equipment is <i>[the Contractor shall provide this amount at the time of Contract signing].</i></td></tr><tr><td>(d)</td><td>The minimum cover for loss or damage to Equipment is BDT ----- (xxxxx) lakhs. <i>[the amount could be 110% of the replacement value of the equipment]</i></td></tr><tr><td>(e)</td><td>The maximum deductible for insurance of other property is BDT ---- (xxxx) lakhs. <i>[The Contractor shall state this amount at the time of Contract signing].</i></td></tr></table>				(a)	The maximum deductible for insurance of the Works and of Plant and Materials is BDT----- <i>[state amount]</i> <i>[The Contractor shall provide this amount at the time of Contract signing].</i>	(b)	The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is BDT. ----- <i>[the amount could be 110% of the contract value]</i>	(c)	The maximum deductible for insurance of Equipment is <i>[the Contractor shall provide this amount at the time of Contract signing].</i>	(d)	The minimum cover for loss or damage to Equipment is BDT ----- (xxxxx) lakhs. <i>[the amount could be 110% of the replacement value of the equipment]</i>	(e)	The maximum deductible for insurance of other property is BDT ---- (xxxx) lakhs. <i>[The Contractor shall state this amount at the time of Contract signing].</i>																		
(a)	The maximum deductible for insurance of the Works and of Plant and Materials is BDT----- <i>[state amount]</i> <i>[The Contractor shall provide this amount at the time of Contract signing].</i>																															
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(d)	The minimum cover for loss or damage to Equipment is BDT ----- (xxxxx) lakhs. <i>[the amount could be 110% of the replacement value of the equipment]</i>																															
(e)	The maximum deductible for insurance of other property is BDT ---- (xxxx) lakhs. <i>[The Contractor shall state this amount at the time of Contract signing].</i>																															

	(f)	The minimum cover for insurance of other property is BDT---- <i>[state amount]</i> . <i>[It is the responsibility of the Contractor to obtain adequate insurance cover for such risks – recommended value 10% of contract price].</i>
	(g)	The minimum cover for personal injury or death insurance: (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 40.1		Commencement Date of Works shall be as follows:
GCC 42.1		The Contractor shall submit a Programme for the Works within 15 days of signing the Contract.
GCC 42.2		The period between Programme updates is <i>Every 1 (One) Month</i> .
GCC 42.3		The amount to be withheld for late submission of an updated Programme is BDT 100,000
GCC 57.1		The Defects Liability Period is 12 (Twelve)months.
GCC 66.3		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 : xxxxxxx Fax : xxxxxxx e-mail address : xxxxxx@xxxxxxxxxx <i>[information furnished by the Contractor shall be substantiated by the concerned Bank and authenticated by the Procuring Entity]</i>
GCC 69.1(m)		The following additional events shall also be the Compensation Events: Not Applicable
GCC 71.1		The Contract is not subject to price adjustment.
GCC 72.1		The proportion of payments to be retained is 5 (Five) percent.
GCC 73.1		The amount of Liquidated Damages or in other words Delay Damages for the uncompleted Works or any part thereof is 0.05 percent of its Contract price per day of delay.
GCC 73.1		The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is 10 percent of the final Contract price of the whole of the Works.
GCC 74.1		The Bonus for the whole of the Works is <i>[insert percentage]</i> percent of the final Contract price per day: <i>Not Applicable</i> The maximum amount of Bonus for the whole of the Works is <i>[insert percentage]</i> percent of the final Contract price : <i>Not Applicable</i>
GCC 75.1		The Advance Payment shall be BDT[insert amount] and shall be paid to the Contractor not later than: <i>Not Applicable</i>
GCC 77.2		The percentage for adjustment of Provisional Sums is: <i>None</i>
GCC 84.1		The date by which “ as-built ” drawings are required is within 30 days after substantial completion of works
		The date by which operating and maintenance manuals are required is within 30 days after substantial completion of works

GCC 84.2	The amount to be withheld for failing to produce “ as-built ” drawings and/or operating and maintenance manuals by the date required is BDT 380,000.
GCC 90.1	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 94.2 (b)	<p>The Adjudicator jointly appointed by the parties is:</p> <p>Name: Engr. xxxxxxxxxxxx, xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxx department, Bangladesh. Cell phone: +88- xxxxxxxxx Phone: +88-xxxxxxx E-mail: xxxxxxxxxxxx@xxxxxxxxx, xxxxxxxxxxxx@xxxxxxxxxxxxxx</p>
GCC 94.2(b)	In case of disagreement between the parties, the Appointing Authority for the Adjudicator is the President of the Institution of Engineers, Bangladesh.
GCC 94.3 (b)	The arbitration shall be conducted in the place mentioned below : Dhaka, Bangladesh

Tender and Contract Forms

Section 5.Tender and Contract Forms

Form	Title
Tender Forms	
PW3 – 1	Tender Submission Letter
PW3 – 2	Tenderer Information
PW3 – 3	JV Partner Information (<i>if applicable</i>)
PW3 – 4	Subcontractor Information (<i>if applicable</i>)
PW3 – 5	Personnel Information
PW3 – 6	Bank Guarantee for Tender Security (<i>when this option is chosen</i>)
Contract Forms	
PW3 – 7	Notification of Award
PW3 – 8	Contract Agreement
PW3 – 9	Bank Guarantee for Performance Security (<i>when this option is chosen</i>)
PW3 –10	Bank Guarantee for Advance Payment (<i>if applicable</i>)
PW3 –11	Bank Guarantee for Retention Money Security (<i>when this option is chosen</i>)

Forms **PW3 -1** to **PW3 -6** comprises part of the Tender Format and should be completed as stated in ITT Clauses 24.

Forms **PW3 -7** to **PW3 -11** comprises part of the Contract as stated in GCC Clause 6.

Tender Submission Letter (Form PW3-1)

[The Tenderer must prepare the Tender Submission Letter in its letterhead.]

[Note: All italicized text is for use in preparing this form and shall be deleted from the final letter]

To:

[Contact Person]

[Name of Procuring Entity]

[Address of Procuring Entity]

Invitation for Tender No:

Date:

[indicate IFT No]

Tender Package No:

[indicate Package No]

This Package is divided into the following Number of Lots

[indicate number of Lot(s)]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tender Document, including Addenda issued in accordance with Instructions to Tenderers (ITT) clause 11;
- (b) We offer to execute in conformity with the Tender Document the following Works and Physical Services:
- (c) The total price of our Tender, excluding any discounts offered in item (d) below is:
- (d) The discounts offered and the methodology for their application are:
- (e) Our Tender shall be valid for a period of ***[Insert Validity Period as specified in ITT sub-clause 33.1]*** _____ days from the date fixed for the tender submission deadline in accordance with the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tender Document;
- (g) We, including any subcontractors or suppliers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITT sub-clause 5.1;
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITT sub-clause 5.5;
- (i) We are not participating, as a Tenderer or as a subcontractor, in more than one Tender in this Tendering process in accordance with ITT sub-clause 20.1, other than alternative offers submitted in accordance with ITT clause 26;
- (j) We, our affiliates or subsidiaries, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Bank, under the laws of Bangladesh or official regulations or by an act of compliance with a decision of the United Nations Security Council on charges of engaging in corrupt, fraudulent, collusive, coercive or obstructive practices in accordance with ITT sub-clause 5.6;
- (k) We confirm that we do not have a record of poor performance as stated in ITT sub-clause 5.7, and that we do not have, or have had, any litigation against us, other than that stated in the Tenderer Information (Form PW3-2);

- (l) We are not a government owned entity / We are a government owned entity but meet the requirements of ITT sub clause 5.3;
- (m) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive; and
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Signature:	<i>[insert signature of authorised representative of the Tenderer]</i>
Name:	<i>[insert full name of signatory]</i>
In the capacity of:	<i>[insert capacity of signatory]</i>
Duly authorised to sign the Tender for and on behalf of the Tenderer	<i>[insert the Name of Tenderer]</i>

Attachment 1:*[ITT Sub Clause 40.3,
Written confirmation authorising the above signatory (ies) to commit the Tenderer]*

[and, if applicable]

Attachment 2:*[ITT Sub Clause 29.2(b),
Copy of the JVCA Agreement / Letter of Intent to form JVCA with draft proposed Agreement]*

Tenderer Information (Form PW3-2)

[This Form should be completed only by the Tenderer]

Invitation for Tender No:

[indicate IFT No]

Tender Package No:

[indicate Package No]

This Package is divided into the following Number of Lots:

[indicate number of Lot(s)]

1. Eligibility Information of the Tenderer [ITT –Clauses 5 & 29]				
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 <i>[complete the relevant box]</i>			
	Proprietorship			
	Partnership			
	Limited Liability 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 / Fax numbers			
	e-mail address			
1.7	Litigation [ITT Cause 13]			
	If there is no history of litigation or no pending litigation then state opposite "None". If there is a history of litigation, or a number of awards, against the Tenderer provide details below			
	<u>A. Arbitration Awards made against</u>			
	Year	Matter in dispute	Value of Award	Value of Claim
	<u>B. Arbitration Awards pending</u>			
	Year	Matter in dispute	Value of Claim	
1.8	Tenderer to attach photocopies of the original documents mentioned aside	[All documents required under ITT Clauses 5 and 29]		
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 32]					
2.1	General Experience in Construction Works of Tenderer				
	Start Month Year	End Month Year	Years	Contract No and Name of Contract Name and Address of Procuring Entity Brief description of Works	Role of Tenderer [Prime/Sub/Management]
2.2	Specific Experience in Construction Works of Tenderer Completed Contracts of similar nature, complexity and methods/construction technology				
	Contract No		[insert reference no] of [insert year]		
	Name of Contract		[insert name]		
	Role in Contract [tick relevant box].		Prime Contractor	Subcontractor	Management Contractor
	Award date		[insert date]		
	Completion date		[insert date]		
	Total Contract Value		[insert amount]		
	Procuring Entity's Name Address Tel / Fax <u>e-mail</u>		[state justification in support of its similarity compared to the proposed works]		
	Brief description with justifications of the similarity compared to the Procuring Entity's requirements				
2.3	Average annual construction turnover [ITT Sub Clause 15.1(a)] [amount invoiced to Procuring Entity(s) for each year of works in progress or completed, using rate of exchange at the end of the period reported]				
	Year	Amount & Currency		Taka or Equivalent Taka	

2.4	Financial Resources available to meet the construction cash flow [ITT Sub Clause 15.1(b)]		
	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 32.1(a), (b), (c) & (d)			
2.5	Contact Details [ITT Sub Clause 32.1 (g) & (i)]		
	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 32.1(e)]		
	Position Name Years of General Experience	Years of Specific Experience	
[Tenderer to complete details of above. The Tenderer should complete the Personnel Information Form (Form PW3-5)]			
2.7	Major Construction Equipments proposed to carry out the Contract [ITT Sub Clause 32.1(f)]		
	Item of Equipment	Condition (new, good, average, poor)	Owned, leased or to be purchased (state owner, lesser or seller)
[Tenderer to list details of each item of major construction equipment, as applicable]			

JVCA Partner Information (Form PW3-3)

[This Form should be completed by each JVCA partner]

Invitation for Tender No:

[indicate IFT No]

Tender Package No

[indicate Package No]

This Package is divided into the following Number of Lots

[indicate number of Lot(s)]

1. Eligibility Information of the JVCA Partner [ITT –Clauses 5 & 29]			
1.1	Nationality of Individual or country of Registration		
1.2	JVCA Partner's legal title		
1.3	JVCA Partner's registered address		
1.4	JVCA Partner's legal status <i>[complete the relevant box]</i>		
	Proprietorship		
	Partnership		
	Limited Liability Concern		
	Government-owned Enterprise		
	Other (please describe, if applicable)		
1.5	JVCA Partner's year of registration		
1.6	JVCA Partner's authorised representative details		
	Name		
	National ID number		
	Address		
	Telephone / Fax numbers		
	e-mail address		
1.7	Litigation [ITT Sub Cause 13]		
	If there is no history of litigation or no pending litigation then state "None". If there is a history of litigation, or a number of awards, against the JVCA Partner provide details below:		
	<u>A. Arbitration Awards made against</u>		
	Year	Matter in dispute	Value of Award
	<u>B. Arbitration Awards pending</u>		
	Year	Matter in dispute	Value of Claim
1.8	JVCA Partner to attach copies of the original documents mentioned aside		[All documents required under ITT Clauses 5 and 29]

The following two information are applicable for national JVCA Partners only					
1.9	JVCA Partner's Value Added Tax Registration (VAT) Number				
1.10	JVCA Partner's Tax Identification Number (TIN)				
[The foreign JVCA 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 [ITT Sub Clause 18.2 & 18.3]					
	Elements of Activity		Brief description of Activity		
3. Qualification Information of the JVCA Partner [ITT Clause 32]					
3.1 General Experience in Construction Works of JVCA Partner					
	Start Month Year	End Month Year	Years	Contract No and & Name of Contract Address of Procuring Entity Brief description of Works	Role of JVCA Partner [Prime/Sub/Management]
3.2 Specific Experience in Construction Works of JVCA Partner Completed Contracts of similar nature, complexity and methods/construction technology					
	Contract No		[insert reference no] of [insert year]		
	Name of Contract		[insert name]		
	Role in Contract [tick relevant box]		Prime Contractor	Subcontractor	Management Contractor
	Award date		[insert date]		
	Completion date		[insert date]		
	Total Contract Amount		[insert amount]		
	Procuring Entity's Name Address Tel / Fax 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 [ITT Sub Clause 15.1 (a)] [amount invoiced to Procuring Entity(s) for each year of work in progress or completed, using rate of exchange at the end of the period reported]					
	Year	Amount & Currency		Taka or Equivalent Taka	

3.4	Financial Resources available to meet the construction cash flow [ITT Sub-Clause 15.1(b)]		
	No.	Source of financing	Amount available
	In order to confirm the above statements the JVCA Partner shall submit , as applicable, the documents mentioned in ITT Sub Clause 32.1 (a), (b), (c) & (d)		
3.5	Contact Details [ITT Sub Clause 32.1 (g) & (i)]		
	Name, address, and contact details of Tenderer'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 32.1(e)]		
	Position Name Years of General Experience	Years of Specific Experience	
	<i>[Tenderer to complete details of above. The Tenderer should complete the Personnel Information Form (Form PW3-5)]</i>		
3.7	Major items of Construction Equipment proposed for carrying out the works [ITT Sub-Clause 32.1(f)]		
	Item of Equipment	Condition (new, good, average, poor)	Owned, leased or to be purchased (state owner, leaser or seller)
	<i>[Tenderer to list details of each item of Major equipment, as applicable]</i>		

Subcontractor Information (Form PW3-4)

[This Form should be completed by each Subcontractor, preferably on its Letter-Head Pad]

Invitation for Tender No:

[indicate IFT No]

Tender Package No

[indicate Package No]

This Package is divided into the following Number of Lots

[indicate number of Lot(s)]

1. Eligibility Information of the Subcontractor [ITT –Clauses 5 & 29]		
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 <i>[complete the relevant box]</i>	
	Proprietorship	
	Partnership	
	Limited Liability Concern	
	Government-owned Enterprise	
	Other(please describe)	
1.5	Subcontractor's year of registration	
1.6	Subcontractor's authorised representative details	
	Name	
	Address	
	Telephone / Fax 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 29 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 19.1]		
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 PW3-5)

[To be filled in for each person proposed by the Tenderer on Form PW3-2 & PW3-3, where applicable]

Invitation for Tender No:	<i>[indicate IFT No]</i>
Tender Package No	<i>[indicate Package No]</i>
This Package is divided into the following Number of Lots	<i>[indicate number of Lot(s)]</i>

A. Proposed Position (tick the relevant box)			
<input type="checkbox"/> Construction Project Manager	<input type="checkbox"/> Prime Candidate	<input type="checkbox"/> Alternative Candidate	
<input type="checkbox"/> Key Personnel	<input type="checkbox"/> Prime Candidate	<input type="checkbox"/> Alternative Candidate	
B. Personal Data			
Name			
Date of Birth			
Years overall experience			
National ID Number, if applicable			
Years of employment with the Tenderer			
Professional Qualifications:			
1.			
2.			
3.			
4.			
C. Present Employment <i>[to be completed only if not employed by the Tenderer]</i>			
Name of Employer			
Address of Employer:			
Present Job Title:			
Years with present Employer			
Tel No:	Fax No:	e-mail address:	
Contact <i>[manager/personnel officer]</i> :			
D. Professional Experience			
Summarise professional experience over the last 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			
3			
4			
5			

Bank Guarantee for Tender Security (Form PW3-6)

[This is the format for the Tender Security to be issued by a scheduled Bank of Bangladesh in accordance with ITT Clause 35 & 36. All italicized text is for guidance on how to prepare this guarantee and shall be deleted from the final document]]

Invitation for Tender No:

Date:

Tender Package No:

To:

[Name and address of the Procuring Entity]

TENDER GUARANTEE No:

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

- a. has withdrawn its Tender after opening of Tenders but within the validity of the Tender Security; or
- b. refused to accept the Notification of Award (NOA); or
- c. failed to furnish Performance Security; or

Failed or refused to sign the Contract Agreement

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 and the 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.

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

Signature

Seal of Bank and Signature

Sample Notification of Award (Form PW3-7)

Contract No:

Date:

To:

[Name of Contractor]

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

You are requested to:

- i. accept in writing the Notification of Award within seven (7) working days of its issuance pursuant to ITT Sub Clause 63.1
- 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.
- iii. Sign the Contract within twenty-eight (28) days of issuance of this Notification of Award but not later than *(specify date)*, in accordance with ITT Sub Clause 69.2.

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

Signed

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

Date:

Contract Agreement (Form PW3-8)

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 appendices 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 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

For the Contractor

Signature

Name

National ID No.

Title

In the presence of

Name

Address

Bank Guarantee for Performance Security (Form PW3-9)

[This is the format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Clause 64, 65, 66& 67. All italicized text is for guidance on how to prepare this guarantee and shall be deleted from the final document]

Contract No: [insert reference number]

Date: [insert date]

To:

[insert Name and address of Procuring Entity]

PERFORMANCE GUARANTEE No:

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 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 *[insert date of validity of guarantee which should be twenty-eight days after the expected completion date; in case of extension of the time of completion, the Procuring Entity would need to get this guarantee extended]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Seal of the Bank and Signature

Bank Guarantee for Advance Payment (Form PW3-10)

[This is the format for the Advance Payment Guarantee to be issued by a scheduled bank of Bangladesh in accordance with GCC Clause 75. All italicized text is for guidance on how to prepare this guarantee and shall be deleted from the final document]]

Contract No: [insert reference number]

Date: [insert date]

To:

[insert Name and address of the Procuring
Entity]

ADVANCE PAYMENT GUARANTEE No:

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 75, 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 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

Seal of the Bank and Signature

Bank Guarantee for Retention Money Security (Form PW3-11)

[This is the format for the Retention Money Guarantee to be issued by a scheduled bank of Bangladesh in accordance with GCC Sub Clause 72.3. All italicized text is for guidance on how to prepare this guarantee and shall be deleted from the final document]

Demand Guarantee

[Bank's Name and Address of Issuing Branch or Office]

Beneficiary: *[insert Name and Address of the Procuring Entity]*

Date: *[insert date]*

RETENTION MONEY GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract Number *[insert reference number of the Contract]* dated *[insert date]* with you, for the execution of *[insert name of Contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of Tk. *[insert the amount of the second half of the Retention Money]* which becomes due after the Defects Liability Period has passed and certified in the form of Defects Correction Certificate, is to be made against a Retention Money Guarantee.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Tk. *[insert amount in figures]* (Taka *[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor failed to properly correct the defects duly notified in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the payment of the second half of the Retention Money referred to above must have been received by the Contractor on its account number *[insert A/C no]* at *[name and address of Bank]*.

This guarantee is valid until *[insert the date of validity of Guarantee that being twenty eight (28) days beyond the Defects Liability Period]*. Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Seal of Bank and Signature

Section 6. Bill of Quantities

Bill no. 1: Boundary wall

Name of Works :Construction of Boundary wall for Mongla EZ

Sl.No	Item No	Description	Qty	Unit	Quoted rate in Taka		Total Amount in Tk
					Amount in figures	Amount in words	
1	9.1	Boring / drilling for cast in situ piles up to the required depth and diameter with minimum length of temporary steel casing if required, true to vertical, providing bentonite slurry and maintaing water level in the hole, washing the hole for atleast 30 minutes, clean the bore-hole and make the bore-hole ready for placing steel cage and concreting including hire charge of rig set with winch machine, tripod stand, trimie pipe, cost of fule, lubricant, mobilization, demobilization, maintenance, spares, stand-byes, insurance coverage, water, electricity and other charges all compete approved and accepted by the Engineer. Before commencing boring operation contractor shall submit the method statement of cast-in-situ pile work including sequence of boring and casting, disposal of spoils, test result of materials to the Engineer for approval. However, Engineer's					

Sl.No	Item No	Description	Qty	Unit	Quoted rate in Taka		Total Amount in Tk
					Amount in figures	Amount in words	
		approval shall not relieve the contractor of his responsibilities and obligations under contract.					
	9.1.1.1	300mm dia Pile	2,942.00	metre			
2		Providing and laying in position machine batched and machine mixed mix ratio 1:1:2 cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per standards to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.					
		300mm dia Pile	208.00	Cum			
3		Providing and injecting the unslaked lime slurry shall be a filled with bore. Proportion unslaked lime within the range of 1% (38 kg per pile) volume of soil and closed with sand gunny bags or stone slabs for half an hour. including necessary tools, plants, machinery and all related operations as required to complete the work as per					

Sl.No	Item No	Description	Qty	Unit	Quoted rate in Taka		Total Amount in Tk
					Amount in figures	Amount in words	
		drawings and Specifications with all leads, lifts etc. all complete and accepted by the Engineer-in-charge.					
		For pile	55,898.00	kg			
4		Lime Soil mix filling in foundation trenches and plinth in 150mm layers, proportion of lime soil mix 1: 4 including leveling, by ramming each layer up to finished level as per design supplied by the design office only etc. all complete and accepted by the Engineer.	338.25	Cum			
5	9.7	Conducting static load test as per ASTM D1143 or equivalent standard for the cast - in - situ / pre - cast pile providing required scaffolding, bracing, jacks, pressure test gauge, loading, unloading, Kentledge and other plants and equipment including staging, mobilization, demobilization, hire charge, gunny bags, sand and filling sacs / gunny bags for loading, record readings and preparation of results in standard forms and other incidental charges per standard practice and procedures including submission of load test report, furnishing all graph and chart, etc., complete in all respects					

Sl.No	Item No	Description	Qty	Unit	Quoted rate in Taka		Total Amount in Tk
					Amount in figures	Amount in words	
		approved and accepted by the Engineer (minimum two cyclic loading, one at service load and another cycle at double the load of service load then to continue loading till failure of the pile). Before commencing load test, contractor shall submit method statement for conducting load test to the Engineer for approval. However, Engineer's approval shall not relieve the contractor of his responsibilities and obligations under contract.					
		Load test and report shall be conducted under the supervision of a professional Geotechnical Engineer registered in BPERB or Geotechnical Firm registered in PWD. Boring and pouring logs / driving logs of piles and method statement shall be the part of load test report. (Rates on load test under the supervision of experts in the laboratory of universities and HBRI can be found in Chapter - 32)					
	9.7.1	For as per the design load	2.00	per test			

Sl.No	Item No	Description	Qty	Unit	Quoted rate in Taka		Total Amount in Tk
					Amount in figures	Amount in words	
6	2.1	Earth work in excavation in all kinds of soil for foundation trenches including. layout, providing center lines, local benchmark pillars, leveling, ramming and preparing the base, fixing bamboo spikes and marking layout with chalk powder, providing necessary tools and plants, protecting and maintaining the trench dry etc., stacking, cleaning the excavated earth at a safe distance out of the area enclosed by the layout etc. all complete and accepted by the Engineer, subject to submit method statement of carrying out excavation work to the Engineer for approval. However, Engineer's approval shall not relieve the contractor of his responsibilities and obligations under the contract.					
	2.1.1	Layout and marking for earthwork in excavation in foundation accepted by the Engineer. [Plinth area of the structure shall be considered for measurement]	1,025.00	Sqm			
7	2.1.2	Earthwork in excavation in foundation trenches up to 1.5 m depth and maximum 10 m lead: in soft clayey soil / loose sand / silt.	1,383.90	Cum			
8		Reinforced cement					

Sl.No	Item No	Description	Qty	Unit	Quoted rate in Taka		Total Amount in Tk
					Amount in figures	Amount in words	
		concrete works using steel shutter with minimum cement content relates to mix ratio 1:1.5:3 having minimum $f'_{cr} = 30$ Mpa, and satisfying a specified compressive strength $f'_c = 25$ Mpa at 28 days on standard cylinders as per standard practice of Code ACI/BNBC/ASTM & Cement conforming to BDS EN-197-1-CEM 1 (32.5 to 52.5 N) / ASTM-C 150 Type -1, best quality Sylhet sand or coarse sand of equivalent F.M. 2.2 and 20 mm down well graded stone chips conforming to ASTM C-33, making, placing shutter in position and maintaining true to plumb, making shutter water-tight properly, placing reinforcement in position; mixing with standard mixer machine with hopper, fed by standard measuring boxes, casting in forms, compacting by vibrator machine and curing at least for 28 days, removing centering-shuttering including cost of water, electricity, testing and other charges etc. all complete approved and accepted by the Engineer. (Rate is excluding the cost of reinforcement and its fabrication, binding, welding and placing)					

Sl.No	Item No	Description	Qty	Unit	Quoted rate in Taka		Total Amount in Tk
					Amount in figures	Amount in words	
	7.8.4	Padestals, column, column capitals, lift walls and walls up to Ground Floor					
	7.8.4.1	Concrete	193.07	Cum			
9	7.8.4.2	Formwork/shuttering, prop and necessary supports etc. (steel)	3,089.10	Sqm			
10	7.8.5	Tie beam and lintels : Ground Floor					
	7.8.5.1	Concrete	342.77	Cum			
11	7.8.5.2	Formwork/shuttering, prop and necessary supports etc. (steel)	3,024.30	Sqm			
12	4.16	125 mm brick works with first class bricks in cement sand (F.M. 1.2) mortar (1:4) and making bond with connected walls including necessary scaffolding, raking out joints, cleaning and soaking the bricks for at least 24 hours before use and washing of sand curing at least for 7 days in all floors including cost of water, electricity and other charges etc. all complete and accepted by the Engineer.(Cement: CEM-II/A-M)	7,900.20	Sqm			

Sl.No	Item No	Description	Qty	Unit	Quoted rate in Taka		Total Amount in Tk
					Amount in figures	Amount in words	
13	8.1.1	Grade 400 (RB 400 / 400W: complying BDS ISO 6935-2:2006) ribbed or deformed bar produced and marked according to Bangladesh Standard, with minimum yield strength f_y (R_{eH}) = 400 Mpa but f_y not exceeding 418MPa and what ever is the Yield strength within allowable limit as per BNBC sec 8.3.3.5 / ACI 318-11 sec 21.1.5.2, the ratio ultimate tensile strength f_u to yield strength f_y , shall be at least 1.25 and minimum elongation after fracture and minimum total elongation at maximum force is 16% and 8% respectively : up to ground floor.	74,865.4 1	Kg			
14	15.5	Minimum 12 mm thick cement sand (F.M. 1.2) plaster (1:4) with fresh cement to ceiling R.C.C. columns, beams, surface of stair case, sunshades, cornices, railings, drop wall, louvers, fins and finishing the corners and edges including washing of sand cleaning the surface, scaffolding and curing at least for 7 days, cost of water, electricity and other charges etc. all complete in all respect as per drawing and accepted by the Engineer.	18,377.3 9	Sqm			

Sl.No	Item No	Description	Qty	Unit	Quoted rate in Taka		Total Amount in Tk
					Amount in figures	Amount in words	
15	16.3	Cement Paint of approved quality and colour delivered from authorized local agent of the manufacturer in a sealed container, made water based powder mixed with water (1:1), applying first coat, curing the same after six hours for 24 hours, second coat applied and curing the same for 7 (seven) days etc, taking care and cleaning the surface fully from grease, oily substances, old paint, lime wash, fungus, algae etc., sand papering the surface before applying 1st and 2nd coat, complete including cost of electricity, water and other changes etc. complete in all floors and accepted by the Engineer.	18,377.00	Sqm			
16	21.7	Supplying, fitting and fixing 12 BWG barbed wire (2 ply, 4 points) in fencing work @ 150mm c/c in both horizontally and vertically, supported by 38x38x6 mm M.S. angle post (300mm embedded in R.C.C or in brick work with a cement concrete base of 75 x 75 x 300 mm) 600mm vertical and 450 mm inclined or as per requirement @ 2.5 m c/c including straightening, binding the joints with 18 BWG wire making holes in	4,305.00	Sqm			

Sl.No	Item No	Description	Qty	Unit	Quoted rate in Taka		Total Amount in Tk
					Amount in figures	Amount in words	
		the angle etc. including supplying of all necessary materials complete in all respect and accepted by the Engineer. (Rate is excluding the cost of R.C.C or brick work or C.C which is to be paid as per corresponding items in the Schedule)					
17	19.5	Manufacturing, supplying, fittings and fixing G.I. pipe gate of any design and shape having 38mm dia G.I. pipe outer frame and 19mm dia G.I. pipe vertical member placed @ 75 mm c/c by welding at top and bottom of G.I. pipe frame, cutting the pipes in proper shape and size including making semicircular band at the corner of the outer frame without damaging the pipe, covering 50% of the gate area with 18 BWG M.S.sheet, providing also two extra horizontal 38 mm dia G.I.pipes welded with vertical post, providing 6 Nos. huskle domney with R.C.C. or R.C.C core pillar with cement concrete (1:2:4) in masonry including cutting holes, mending the damages, making provision for minimum 0.61m x 1.4m pocket gate having its outer frame and inner vertical members made with 19 mm dia G.I	25.20	sqm			

Sl.No	Item No	Description	Qty	Unit	Quoted rate in Taka		Total Amount in Tk
					Amount in figures	Amount in words	
		pipe including necessary locking arrangements. Painting the gate with 2 (two) coats of synthetic enamel paint over a coat of anti-corrosive priming, welding as and where necessary including necessary locking arrangements and providing 2 Nos. 16 mm M.S. socket bolts etc. all complete as per design and drawing and accepted by the Engineer. (Rate is excluding the cost of Painting)					
18	8.5	Constructing expansion joints 25mm/ 50mm gap in RCC. Floor or roof slab or beam provided with "V" folded copper/ aluminium water stop sheet with loop notch and inserted 75 mm concrete sholders, the gap being filled up with mixture of hot applied bituminous sealing compound etc. all complete and accepted by the Engineer.					
	8.5.2	With Aluminum sheet	494.40	rm			
			Total				

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. Follow the Guidance notes under **Section 6** in filling this Schedule

Schedule of Day works

Name of Works: _____

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

Item no.	Item Code(if any)	Description of Item	Unit	Nominal Quantity	Unit Rate in Tk		Amount in Tk	
					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						
<i>above are examples only</i>								
Sub-total of 100 for DL 100 LABOUR:								
B. DM 200 MATERIALS								
DM 201		Stone Boulders	m3					
DM 202		Cement	kg					
DM 203		GI Pipe	m					
& so on								
<i>above are examples only</i>								
Sub-total of 200 for DM 200 MATERIALS:								
C. DE 300 CONTRACTOR'S EQUIPMENTS								
DCE 301		Excavator	Hour					
DCE 302		Tractor	Hour					
DCE 303		Pay loader	Hour					
& so on								
<i>above are examples only</i>								
Sub-total of 300 for DCE 300 CONTRACTOR'S EQUIPMENT :								
GRAND TOTAL OF DAYWORKS (A to C) [Section 6 ; GCC Sub Clause 81]								

Note:

1. Nominal quantities in the schedule shall remain invariable and shall also require prior approval of the authority sanctioning the official estimate.
2. Follow the Guidance Notes under Section 6 in filling this Schedule.

Day worksummary

Name of Works: _____

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

Classification of Day works	Amount in Tk
1. Total for Day work: Labour	
2. Total for Day work: Materials	
3. Total for Day work: Contractor's Equipment	
TOTAL FOR DAYWORKS	
In Figures	
In Words	

Note:

This Summary refers to Schedule of Day works

Grand Summary

Name of Works: Construction of boundary wall

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

Contract Name: _____

Contract No.: _____

General Summary	Reference	Amount in Tk
1. Main Items		
2. Day works (if any)		
3. Others (if any)		
TOTAL CONTRACT PRICE FOR THE WORKS	In figures	
	In words	

General Technical Specifications

Section 7.General Specifications

SPECIFICATIONS

SECTION-1(A)

CLEARINGAND GRUBBING

- 1.1 ExceptfortreesdirectedbyEngineer-in-charge tobe savedalltrees, long,stumps,bush,vegetation, rubbish and otherperishable orobjectionable mattershall be clearedfromthe areawithinthe limitof contract.Inallareasto be regarded,resurfaced orbuiltupon,remove a layerofsoilthickenough to includethegrassroots.
- 1.2 Stumpsandtreerootsshallberemovedorouttoadepthofatleast2feetbelowfinishedgrades undergrassandplantingareas.Elsewheretheyshallbe completelyremoved.
- 1.3 TreesdirectedbytheEngineer-in-charge tobesavedshallbeprotectedtothesatisfactionofthe Engineer-in-charge.Nomajorbranchesshallbeout offwithoutpermission.
- 1.4 Spoiledmaterialsshallberemovedfromthesiteanddepositedwithinthewheredirected.Burnno materialordebrison sitewithoutpermissionoftheEngineer-in-charge.Nofiresunderornearany treestoremain.

SECTION-1(B)

EXCAVATION

- 1.1 Earthworkinexcavationshallnotbecommencedbeforethepillarsmarkingthecentrelinesof footingsand benchmarkpillarsareconstructedandsecuredatthe edgesoftrenchespitsare made andcheckedbytheEngineer-in-charge.
- 1.2 General.
- 1.2.1 Excavateallmaterialencounteredwithinthelimitofcontracttoallowconstructionoftheproposed building structures,utilitiesandsiteworkasshown ondrawingandashereinafterspecified.Attentioniscalledto"GENERALNOTES"ondrawingsandtot herequirementscontainedtherein whichmay affecttheworkunderthissection.
- 1.2.2 Thefinal4inchesofexcavationunderfootingandintrenchshallbesavedduringthemaswork.
Thismaterialsshall be removed batch wisein orderthatthe ultimate bottomisfirmandnot exposed toelements morethan 12 hoursbefore beingtopped byfootingorbefore pipesarelaid intrench.All loose materialandrubbish shallberemovedbeforecasting.
- 1.2.3 Whensexavationhasreachedtheprescribeddepths,theEngineer-in-chargeshallbenotified and

will make an inspection of the conditions. After inspection, the contractor will receive approval to proceed if bearing conditions meet design requirements.

1.3 Unanticipated soil conditions.

If unsuitable bearing materials are encountered at the required depth, the Engineer-in-charge may improve the local deficiency by any of the following or other applicable methods.

Sand piling.

Timber piling with required length and dia.

Replacement of the whole mass of poor soil up to required depth with sand of required F.M. or as decided by the competent authority.

1.4 Utilities.

Excavate all trenches to 3 inch below bottom of pipe. Trenches for sanitary sewers shall have continuous slope in the direction of flow following the specified drawing.

1.5.1. Excess Excavation.

If any part of the excavation is carried through error of the contractor beyond the depth and the dimensions indicated on the drawings, the contractor shall fill the additional depth with compacted sand of F.M. 1.2 in layers and cost thereof shall have to be borne by the contractor.

1.6. Shoring, sheeting and Bracing.

Shore or brace excavations and trenches as required maintaining them secure and to protect adjacent existing structure, remove, shoring as the backfilling progresses but only when bakes are safe against caving. Any such shoring, sheeting or bracing shall be at the contractor's expense.

1.7. Dewatering from foundation trenches.

1.7.1 Provide, maintain and operate pumps and related equipment, including standby equipment of sufficient capacity to keep excavation free of all water at all times and under any all contingencies that may arise until the structures attain their full strength. Notify the Engineer-in-charge and receive approval before discontinuance of pumping.

1.7.2. If groundwater seepage from the sides and bottom of the trenches or pits a catch pit shall be excavated at one end and adequate pump equipment shall be provided. If on pumping and exit hydraulic gradient is found to be too steep as evidenced by quick sand or graded stone shingle 4" thick or more as directed by the Engineer-in-charge, shall be placed under the footing. Such stone shingle bed will be paid for in quantity approved by the Engineer-in-charge.

1.7.3. Dispose of water through temporary pipelines or ditches without fall to natural drainage courses.

Prevent erosion of surrounding areas. Build temporary culverts if required. At completion of dewatering, remove temporary facilities and restore sub-grade and damaged areas to conditions existing at start of the work.

1.8. The Protection.

Excavation within branches spread of tree stems shall be performed by hand and so as to cause minimum damage to root system.

1.9. Disposal of Excess.

All excavated materials which in the opinion of the Engineer-In-Charge are not suitable for fill or backfill and disposed of at no cost to the Employer within the Employer's property where directed by the Engineer-in-charge.

1.10. Stockpiling of spoils.

Store where convenient at sites so as not to interfere with the general progress of the work all excavated materials suitable and required for re-use.

SECTION-1(C)

FILLING AND GRADING

1.1 FILL MATERIAL:

1.2 ORDINARY FILL: Natural inorganic soil approved by the Engineer-in-charge and meeting the following requirements.

1.1.1 It shall be free of organic or other weak or compressible materials and be of such nature and character that it can be compacted to the specified density in a reasonable length of time and with optimum energy.

1.1.1 It shall be free from highly plastic clays, from all materials, subject to decay, decomposition or dissolution and from cinders or other material, which will corrode pipes or other metals.

1.1.2 It shall have optimum moisture so as to attain minimum compaction of 90% of AASHTO.

1.1.3 Material from excavation on the site may be used as ordinary fill if it meets the above requirements.

1.2 Sand fill: Fineness modulus not less than 1.20

1.3 Samples: Submit samples of fill material to Engineer-in-charge for approval before materials are used for fills.

1.4 Placing fills General.

1.4.1 Areas to be filled or backfilled shall be free from construction debris, broken bricks, refuse,

compressible or decayable materials and standing water.

- 1.4.2 Notify the Engineer in-charge when excavations are ready for inspection. Filling and backfilling shall not be started until approved by the Engineer-in-charge.
- 1.4.3 Furnish approved materials. Place fill in layers not exceeding 6 inches thickness and compact to a density of at least 90% of AASHTO.
- 1.4.4 Place 1"x2" grade stakes spaced, as conditions require and painted red and black alternately in 3" graduations to permit checking of fill layers and of sub grade levels.
- 1.4.5 Before backfilling against walls and piers, the structure must be completed and sufficiently aged to attain strength required to resist backfill pressures without damages. Temporary bracing wall not be permitted except by written permission from the Engineer-in-charge. When filling on both sides of a wall or pier, place fill simultaneously and on all side. Correct any damage to the structure caused by backfilling operations at no cost of the Employer.
- 1.4.6 Backfill pipe trenches only after pipe has been inspected, tested and location of pipes and appurtenances have been recorded.
- 1.5 Placing ordinary fill.
 - 1.5.1 Ordinary fill as specified in paragraph 1.1 hereinabove shall be provided as fill or backfill where not specified otherwise.
 - 1.5.2 Place ordinary fill and compact to 90 percent maximum dry density beneath the sand sub-base specified in paragraph 1.6
 - 1.5.3 Place ordinary fill and compact to 85 percent maximum dry density in all other areas where fill is required.
 - 1.5.4 After laying one layer of fill, all lumps and clods shall be beaten into powder by wooden mallets or rammers. Next the fill shall be compacted by a 10 lbs iron rammer. Water shall be sprinkled on the fill if it is dry. Ramming shall be carried out methodically so that every area receives the same number of blows by the rammer. Mechanical compaction should be done.
 - 1.5.5 Each layer after being compacted shall receive inspection and approval by the Engineer-in-charge before the next layer is placed. The operations shall be continued layer by layer till the proper sub grade is reached.
 - 1.5.6 Measurement of the work shall be based on compacted thickness.
- 1.6 Placing sand fill.
 - 1.6.1 Sand fill as specified in paragraph 1.2 hereinabove shall be provided as a sub-base course under all slabs on grade, either interior or exterior and brick paving for minimum compacted thickness of 6 inches.

1.6.2 For layersexceeding 6" places and fill in about equal thickness and compact each layer on 90 percent minimum dry density.

1.7 Deficiency of fill materials.

Provide required additional fill material if sufficient quantity of suitable material is not available from the required excavation of the project site.

1.8 Subgrade Maintenance.

1.8.1 The work of this section shall provide a subgrade which shall be parallel to the finished grades or elevation shown on the drawings and shall be below finished grades in accordance with various depths.

1.8.2 Upon completion of rough grading operation, remove all debris and rubbish and leave areas ready for subsequent work.

1.8.3 Subgrade specified above shall be maintained until superimposed work begins. Settlement of fills and washout shall be corrected by filling and compacting as required.

1.9 Turfing.

Turfing shall be done in selected species of grass, e.g. durbagrass. A sample shall be submitted to the Engineer-in-charge for approval before use. The soil to be trefed shall first be loosened up to 1/2" inch depth by wire brushes or otherwise and then be well moistened before pads are planted. After planting, the ground shall be watered twice daily till the grass is rooted and grow normally. Any bare spots greater than 4" inches in diameter shall be replant and watered as specified above.

SECTION-2(A)

CONCRETE WORK

1.0 AGGREGATE: STONE CHIPS

1.1.1 Coarse aggregate shall consist of crushed stone chips grades from 3/16" to 3/4" with 33% passing 3/8" sieve unless otherwise determined from laboratory Trial Mixes for the specified ultimate strength of concrete or as directed by the Engineer-in-charge. Crushed stone should be made at side from boulders; Minimum Size of boulder must not be less than 6" in diameter.

1.1.2 All coarse aggregate shall be made from boulder of size 6" (Six) and above and shall be cleaned and made free from dust and other impurities by screening and washing in clean water immediately before use. Crushed stone is to be tested for ACV test from BUET at contractor's own cost and must suffice the minimum requirement.

1.2.2 AGGREGATE: BRICK CHIPS

1.1.3 Coarse aggregate shall consist of crushed bricks must be made off first class picked jhamabricks from 3/16" to 3/4" with 33% passing 3/8" sieve unless otherwise determined from laboratory Trial

Mixes for the specified ultimate strength of concrete or as directed by the Engineer in-charge.

1.1.4 Khoa (Brick chips)

Khoa made from brick shall conform to the following requirements: It must be made of first class and picked jhama bricks.

- Nominal size: The grading shall be within the following limits (for 19 mm downgraded).

Size/Sieves	19 mm	9 mm	No.4	No.8
% Passing	95-100	25-55	0-10	0-5

Appearance: shall be completely non-plastic and shall be completely free from all organic and other deteriorous materials.

Unit weight: unit weight shall not be less than 1100 kg/cum.

Water absorption: as a percentage of the dry weight shall not exceed 14%.

- a) In length not more than 6mm.
- b) In breadth not more than 5mm
- c) In height not more than 1.5mm

Unit weight of brick shall be 1100 kg/cum

- a) Halved bricks mean of 12 bricks: 28MPa (4000 psi)
- b) Minimum for individual bricks: 21.1MPa (3000 psi)

Range of efflorescence for a first class brick shall be slight to nil.

1.2.3 **AGGREGATE: SAND**

Should conform to the following requirements and BDS 243:1963, ASTM C 40-92, C 87-83 (1990)

- Organic materials content shall not exceed 5%
- Silt and other fine materials content shall not exceed 6%
- the grading shall be within the range

Sieves	No.8	No.16	No.30	No.50	No.100
% Passing	100-92	74-90	45-74	30-50	0-6

- the fineness modulus of sand shall be:

Type of works.	Minimum F.M
----------------	-------------

Concrete	1.8
Mortar Filling sand	1.5
	0.8

1.1.5 Fine aggregates shall have combined fineness modulus of not less than 2.5. Proportion of coarse sand and local sand to attain F.M 2.5 for all RCC works shall be as specified by the Engineer-in-charge.

1.1.6 Fine aggregate shall be free from organic and inorganic impurities. If necessary it shall be screened and washed in clean water immediately before use.

2.1 **CEMENT**

Specification of Portland Cement BS 12 or ASTM C-150 BDS 232 1993 BDS 612 BNBC 2.4.7.5.2.1 BDS 232 or its equivalent must conform to the following requirements.

- Water for normal consistency : 26%-33%
- Fineness : 280 Sq.m/Kg. (By Air permeability method)
- a) Initial setting time : Not less than 45 minutes.
- b) Final setting time : Not more than 8 hours.
- Compressive strength (standard mortar Cube 50mm size)

a) 3 days	= 13 MN/sq.m	(1800 Psi)
b) 7 days	= 19 MN/Sq.m.	(2800 Psi)
c) 28 days	= 29 MN/Sq.m.	(4000 Psi)
-		
a) 3 days	= 1.00 MN/Sq.m.	(150 Psi)
b) 7 days	= 1.9 MN/Sq.m.	(275 Psi)
c) 28 days	= 2.4 MN/Sq.m	(360 Psi)

No cement shall be allowed for casting before test result obtained from the BUET Laboratory. For major casting the name of the brand to be mentioned for which the test result confirms or required.

3.0 **WATER**

Water used in mixing concrete shall be clean and free from soil, acid, alkali, salt, organic materials or other substances that may be deleterious to concrete or steel. Mortar cubes made with non-potable mixing water shall have 7 days and 28 days strength equal to the strength of similar specimens made with potable water.

4.0 **REINFORCING STEEL**

Mild steel reinforcing bar shall be structural grade plain or deformed bars specified as per ASTM A615 or BDS 1313 and shall meet the following strength test requirements.

Properties	Mild steel plain and deformed bar	Mild strength Deformed bar
Minimum yield strength	2800 kg/Cm ² (276 mpa)	4200 Kg/Cm ² (415 mpa)
Minimum Ultimate tensile strength.	4000 Kg/Cm ²	6000 Kg/Cm ²
Minimum Elongation in		
200mm (8") upto 18mm dia	24%	11%
20mm to 22mm dia	23%	10%
25mm dia	22%	9%
30mm dia	20%	7%
Bend test All sizes	180 Bend	90 Bend

Dia. of pin around which the specimen is bent and dia of Specimen bar	d=4t	Upto 16 mm d=4t 18-25 mm d=5t 30 mm d=6t
Dimensional requirements for deformed bar both mild steel and high strength.		
Bar size dia	Weight kg/m	X-area Cm ²
6mm	0.222	0.283
8mm	0.395	0.503

4.1 Reinforcement shall be of rolled steel bars manufactured from billets and not from scraps. The contractor shall arrange for weighing of steel at his cost to satisfy himself. Prior to use, the contractor shall be responsible to see that reinforcement is free from pitting, loose rust, mill scale, paint, oil, grease, etc. or any other material that may impair the bond between the concrete and the reinforcement or that may cause corrosion of the reinforcement or disintegration of the concrete. Adhering lime wash or cement grout may be permitted. One certificate from the manufacturer that the MS bar is properly manufactured from billet bars shall be supplied by the contractor during the delivery of MS rods at the site. Frog mark in every metre must show company and grade as per ASTM.

5.0 CONCRETE MIX

In order to obtain economical or practical proportion of materials and workability producing the average strength in compression concrete mix shall be designed by the contractor by trial mix to be prepared and tested under the supervision and direction of the Engineer in-charge.

5.3. Concrete trial mixes having proportion and consistency suitable for the work shall be made using at least the different water-cement ratios which will produce a range of strengths encompassing those required for the work.

5.4. These tests shall be made in accordance with the procedure given in the Appendix to RECOMMENDED PRACTICE For each water-cement ratio at least 3

(three)specimenforeachage
tobetestedshallbemadeandcuredinaccordancewithmethodofmakingandcuringconcrete
compressionand flexuralTestSpecimen inthe Laboratory9ASTMC-192
andtestedforstrengthof methodconcreteCylinder9ASTMC-39.

- 5.5. The strength test shall be made of 28 days. A cylinder crushing strength shall be established showing the relationship between water-cement ratio and compressive strength. The maximum permissible water-cement ratio and the leanest mix for the concrete to be used in the structures shall be that shown by the cylinder to produce of average strength 25 percent greater than the specified strength herein after stated.
- 5.6. Where different materials or proportions are to be used for different portions of the work each combination shall be evaluated separately.
- 5.7. If test results from sample taken during the execution of the work, fall below the average required strength, the Engineer-in-charge may order to replace these members without compensation.
- 5.8. Cost of design of concrete mix materials required for this purpose and all testings shall be borne by the contractor.

6.0 MIXING OF CONCRETE

- 6.1. Weigh mixing plant must be used in mixing concrete. No concrete mixed other than weigh-mixing plants shall be allowed to be used. Every batch shall be prepared in accordance with the specification and shall be subject to rejection by the Engineer-in-charge if not conforming to specification or if otherwise unsatisfactory.
- 6.2. Containers for measuring aggregates, sand, water, cement and additives, if used, shall be approved by the Engineer-in-charge.
- 6.3. Every batch shall be mixed until a uniform consistency of the mixture is obtained. The entire contents of the mixing drum shall be cleaned at regular intervals. The volume of concrete mixed with each batch shall not exceed the manufacturer's rated capacity. Remixing of concrete is not permitted and any concrete mixed and not used within 30 minutes mix be discarded. Mixes which have been taken initial set must also be discarded. The maximum water-cement ratio permitted shall not exceed 0.38 or 6 gallon of water per bag cement of 1 cwt.

7.0 ADMIXTURES TO CONCRETE

- 7.0. Admixtures to concrete as wetting, curing and accelerating agents may be used with the written approval of the Engineer-in-charge.

8.0 DEPOSITING OF CONCRETE

- 8.1 No depositing of concrete shall be done before reinforcement and forms have been inspected and approved by the Engineer-in-charge.
- 8.2 Before concrete is placed, all equipment for mixing and transporting the concrete shall be cleaned, all debris shall be removed from the space to be occupied by the concrete. All debris shall be removed from the space to be occupied by the concrete forms shall be thoroughly wetted or sealed, masonry filler units that will be in contact with concrete shall be dense and the reinforcement shall be thoroughly cleaned of distortions coating. Water shall be removed from the place of deposit before concrete is placed.
- 8.3 Concrete shall be transferred from mixer to place of final deposit as readily as practical by methods which prevent separation of the ingredients and displacement of reinforcement and which avoid rehandling. Deposit no partially hardened concrete.
- 8.4 Concrete shall be deposited continuously in layers of such thickness that on concrete will be deposited on concrete which has hardened sufficiently to cause the formation of seams and planes or weakness in the section.
- 8.5 In order to secure full bond at construction joints, the surface of the concrete already placed, including vertical and inclined surfaces, shall be thoroughly cleaned of foreign materials and laitance and slightly roughened. Shortly before the new concrete is deposited the joint shall be saturated with water. After free water disappears, the joint shall be given a thorough coating of neat cement slurry to the consistency of a heavy paste. New concrete shall be deposited before the neat cement dries.
- 8.6 Where concrete is to be deposited within masonry, the masonry shall be used as formwork and concrete shall be placed and adequately compacted within this shell. Masonry work to be braced during placement and compaction to avoid a breaking of bond between mortar and bricks. Surface of previously cast concrete shall be treated as specified in section 8.5 of these specifications.

9.0 COMPACTING OF CONCRETE

- 9.1 No concrete shall be dropped from a vertical height of more than 5'-0". All concrete during and immediately after depositing shall be thoroughly compacted by means of internal type mechanical vibrators.
- 9.2 Within 10 minutes after placing concrete shall be worked under and around the reinforcing bars and into corners of forms with the use of vibrators or proper rodding and tamping. Concrete shall be poured and compacted in presence of supervising Engineer or his staff and as directed.

- 9.3 The concreting shall be carried out at such a rate that concrete is all times plastic and flows readily into all the spaces between the rates and formwork.

10.0 JOINTS

- 10.1 Definition: Joints caused by stopping of casting are construction joints. Joints necessary to separate structures or to provide for expansion and contraction are structural or expansion joints.
- 10.2 Construction joints: Location, number and distance between construction joints to be determined by the contractor and to be checked and approved in writing by the Engineer-in-charge. Concrete placement between construction joints shall be without interruption and as rapidly as possible. Provide a key and continue all reinforcement through the construction joint into the adjacent concrete. Before concrete is placed in the area adjacent to an already cast area, the existing joint surface must be cleaned and thoroughly wetted.
- 10.3 Structural or expansion joints shall be carried out in accordance with the Architectural and structural detailing.

11.0 CURING

- 11.0.1 Concrete shall be maintained continuously moist for 21 (twenty one) days after casting.

12.0 EMBEDMENT OF PIPES AND OTHER INSERTS

- 12.1 The contractor shall co-ordinate with all mechanical trades, the placement of pipes and other installations and to provide the necessary openings in the concrete slabs and not to cast concrete before placement of pipes and other installations are approved by the Engineer-in-charge.
- 12.2 The piping shall be so fabricated and installed that it will not require any cutting, bending or displacement of the reinforcement from its proper location.

13.0 FINISHING OF CONCRETE

- 13.1 Finishing of concrete shall be according to finish schedules shown on the drawing to protect fresh concrete slabs from rain or from men walking over it.
- 13.2 Steel trowel finish for exposed floors, slabs and roof slabs with lime concrete.
- 13.3 Wooden float finish for all slabs to receive time concrete and brick paving.
- 13.4 Broom finish for all slabs to receive artificial stone and tile flooring.
- 13.5 All other concrete exposed to view shall be as-cast finish and shall not be rubbed or repaired without the agreement and direction of the Engineer-in-charge.

- 13.6 Appearance of 'as-cast' concrete: Formwork design shall conform to the drawing and concrete shall be free from honeycomb. A full size mockup, or a small pre-selected and approved part of the structure, shall be poured as a sample for each type of beam, beam intersection and slab and the samples shall meet the approval of the Engineer-in-charge before the contractor proceeds with the work. All form including column, beam etc.

14.0 FORMWORK

Formwork of all RCC work may be any shape round square, rectangular, circular, semicircular or any other shape, arch, ornamental works, for which no extra claim will be entertained. Before any Major casting, approval on the formwork is to be taken from the Engineer-in-charge/Design Engineer and a better consent in this respect is to be given by contractor during the signing of contract.

DESIGN OF FORM WORK

Design of steel/timber form shall have to be prepared considering the following factors.

- #As-cast finish.
- #Rate and method of placing concrete.
- #Loads including live, dead, lateral and impact load.
- #Selection of materials and stresses.
- #Deflection, camber, eccentricity and uplift.
- #Shore splices.
- #Horizontal and diagonal shore bracing.
- #Load on ground or a previously placed structure.

- 14.1 For sheet, the centering for RCC Work shall be made steel conforming to the shape limits, lines and dimensions as shown in the drawing. Joints in form shall be smooth and watertight. Form shall be supported or fixed by wedges or similar means so that it can be removed without hammering, knocking or prying, steel shutters subject to deformation and warping shall not be used in form works. In all cases surface of contact of formwork with concrete shall conform to true plane.
- 14.2 The inside of all forms (except otherwise directed) shall be coated with oil. The oil used must be non-staining and have no adverse effect on paint or any other finish. Form oil must be applied before the reinforcement is placed. All form shall be sufficiently watertight and shall be supported strongly by adjustable steel props with adequate shores. No timber shuttering and bamboo props will be allowed. Formworks must be got approved better laying in places bracing and bearing bases, etc. Forms must not yield or buckle under weight of concrete, materials and men working on it.
- 14.3 No concrete shall be poured in or on forms, until approved by the Engineer-in-charge. The Engineer-in-

in-

charges shall have the right to condemn unsafe or incorrectly built forms and direct their replacement at the cost of the contractor. The contractor is solely responsible for quality and workmanship as well as safety of structures, men and material that those will be supported on form work.

- 14.4 Steel forms are to be smooth finish on surface as indicated on the drawings or instructed by the Engineer-in-charge.
- 14.5 Forms shall not be removed without prior permission of the Engineer-in-charge. Contractor is responsible for any injury done to the structures during removal of form.
- 14.6 All forms shall be cleaned before reuse. All surfaces to be in contact with concrete shall be repaired of any damage and all nails withdrawn.
- 14.7 Design of formwork: Design of formwork shall include consideration of the following factors:
 - # As-cast finish.
 - # Rate and method of placing concrete.
 - # Loads including live, dead, lateral and impact load.
 - # Selection of materials and stresses.
 - # Deflection, camber, eccentricity and uplift.
 - # Shore splices.
 - # Horizontal and diagonal shore bracing.
 - # Load on ground or a previously placed structures.

15.0 **REMOVAL OF FORMS**

15.1 No construction load exceeding the structural design load shall be supported upon any unshored portion of the structure under construction. No construction load shall be supported upon not any shoring removed from any part of the structure under construction until that portion of the structure has attained sufficient strength to support safely its weight and the loads placed thereon. This strength may be demonstrated by job cured test specimens and by a structural analysis considering the proposed loads in relation to these test strengths. Such analysis and test data shall be furnished by contractor to the Engineer-in-charge.

15.2 Forms shall be removed in such a manner as to insure the complete safety of the structure. Where to structure as a whole is adequately supported on shores, the vertical sides of beams, girders and columns and similar vertical forms may be removed after 48 hours provided that the concrete is sufficiently strength not be injured thereby and that care is taken not to injure, chip off or otherwise deface the concrete.

16.0 **SCHEDULE OF STRIPPING TIME FOR FORMWORK**

MEMBER	Time	
Side of columns, beams, pedestals, footing	2 days	Bottom of slabs. 15 days

17.0 CONCRETE STRENGTH

- 17.1 Concrete cylinder strength shall confirm the strength specified in drawings and in the schedule of items.
- 17.2 The following slump shall be used for different members.

	Minimum	Maximum
# Foundation, Footing, Pedestal	1 inch	2 inches
# Grade beams	1 inch	2.5 inches
# Columns, beams and lintels	1 inch	2.5 inches
# Flat slabs	1 inch	2.5 inches
# Parapets and Railing	1.5 inch	3 inches

18.0 REINFORCEMENTS

- 18.1 Reinforcement free of loose scales or rust shall be accurately fabricated to the dimensions and positions indicated in drawings and as directed. Reinforcement shall be carefully positioned and spaced against displacements by tying with soft iron No 26 gauge black wire and shall be supported in position concrete blocks. M.S. chairs, spacers or hangers keeping clearance with the forms as shown in drawings or as directed. Unless otherwise indicated in the drawings or specified hooks, radius of bends, stirrups and cranks shall satisfy the requirement of latest "A CI Building Code"
- 18.2 Laps in the position of maximum shear stress shall as far as practicable be avoided unless otherwise specified. Laps shall be provided meeting the requirements of latest ACI Building Code version 2002 for splices. Laps in reinforcement are subject to the approval of the Engineer-in-charge.
- 18.3 Covering from all concrete members, minimum and maximum spacing of reinforcement, standard hooks, bends and cranks and their locations shall conform to (Unless otherwise mentioned) Latest ACI Building Code or following the drawing.

19.0 TESTS

- 19.1 Following tests shall be carried out by the contractor at his own expense in a testing Laboratory selected by the Engineer-in-charge to establish the basis of design.
- # Test of cement for conformance with specification.
 - # Aggregates for conformance with specification.
 - # Ultimate cylinder strength of concrete of 7 and 28 days as per ASTM.

Slump test as per ASTM C-143.

Materials and design mix samples shall be submitted to the testing Laboratory at well in advance of proposed first use in the structure.

- 19.2 During the course of the work the following check tests shall be made in the Testing Laboratory as per ASTM to assure compatibility with the originally approved mix.

6" diameter X 12" high cylinder test: 3 for each day's major casting or per 4,000 Cft concrete, whichever is less.

Slump test: Minimum of one per each 30 batches of concrete mix or per 200 Cft concrete whichever is less.

Such tests shall also be at the expense of the contractor.

- 19.3 The contractor shall co-operate with the Engineer-in-charge and the Laboratory in the taking and curing of all samples for the tests and shall provide the material to be tested at the cost of contractor.
- 19.4 The Engineer-in-charge reserves the right to make load tests or any other tests if there is a reasonable doubt by the Engineer-in-charge as to the conformance of the concrete work with the requirements of the contract documents.

The cost of any such tests shall be borne by the Contractor if the tests show the workmanship or material not to be in accordance with the provisions of the contract documents.

- 19.5 If the tests show the workmanship of materials not to be in accordance with the provisions of the contract documents. The Contractor shall be required to remove and reconstruct any such defective work at his own expense.
- 19.6 Use of concrete mixing plant must be binding upon the contractor.

SECTION -3(A)

MASONRY WORK

1.0 BRICK

- 1.1 Bricks work of walls, piers, boundary walls and paving.
- 1.1.1 Bricks for the exposed faces of all exterior and interior exposed bricks work of walls and piers in building having templated laid recessed joints, where shown on drawings, shall be 3, 10 or 17 hole machine made, well burnt ceramic brick of uniform colour, verification and size: 9.5"x2.25"

- 1.1.2 Bricks for all exterior and interior exposed brickwork of walls and piers in buildings having flush/ruled pointing where shown on drawings, shall be hand picked, pug-mill moulded, trench-kiln burnt first class bricks of uniform colour verification and size: 9.5"x4.5"x2.75".
- 1.1.3 Bricks for the exposed course of all brick pavement in the buildings including stair treads and risers, when shown on drawings, shall be 3, 10 or 17 hole machine made, oil burnt ceramic brick of uniform colour verification and size: 9.5"x4.5"x2.75"
- 1.1.4 Bricks for exposed course of all external brick pavement where shown on drawings shall be machine made first classklinker pavement brick in 8"x4"x2" size.
- 1.1.5 Bricks for exposed brickwork shall have true and square corners and shall be free from cracks or other structural defects.
- 1.1.6 The bricks proposed to be used in the exposed work shall be hand picked and stacked separately according to use at least one day before use. Only after the stacks are approved by the Engineer in-charge the bricks are used for exposed work.
- 1.2 Unexposed brickwork

Bricks for foundation walls, footings, soling and all other unexposed brickwork as shown in drawings shall be pug mill moulded. Trench-kiln burnt first class bricks of uniform verification and free from cracks or structural defects in size 9.5"x4.5"x2.75".

2.0 MORTAR MATERIALS

- 2.1. Portland cements shall conform to ASTM specification C-150, Type 1 or for Portland cement (ordinary) No. 12.1947 as amended to date.
- 2.2. Sand for use in measuring mortar shall have fineness modulus 1.6 plus/minus 0.10. It shall be free from injurious organic and inorganic impurities.
- 2.3. Water shall be clean and free from oils, acids, alkalis or other injurious materials.

3.0 DELIVERY AND STORAGE

All materials shall be delivered, stored and handled so as to protect them from wetting, staining, chipping or any other damage. Store cement and similar perishable materials in watertight sheds on floors with suitable dunnage as approved by the Engineer-in-charge.

4.0 TESTING AND INSPECTION

- 4.1 Following tests shall be carried out by the contractor at his own expense in a testing laboratory selected by the Engineer-in-charge to establish the basic mix of mortar.
 - 4.1.1. Test of cement for conformance with specification.

- 4.1.2. Test of sand for conformance with specification.
- 4.1.3. Test of mortar Type for conformance with ASTM C-270 (Water retention and compressive strength test) Material shall be submitted to the Testing Laboratory well in advance of proposed first use in the structure.
- 4.2 During the course of work, the testing laboratory shall make check test of mortar as per foregoing Sub-paragraph 4.1.3 to assure compatibility with the originally approved mix. Such test shall also be at the expense of the Contractor and be performed at random when directed by the Engineer-in-charge.
- 4.3 Failure of any test to meet the specified strengths will result in rejection of work from which sample was taken and contractor will be required to remove and reconstruct any such condemned work at his own expense.

5.0 SAMPLE PANELS

- 5.1 Erect at the job site samples of brickwork as shown in drawings. Upon approval execute masonry as per sample.

6.0 MORTAR

- 6.1 General.
 - 6.1.1 The method of measuring material shall be such that the specified proportions of the materials can be controlled and accurately maintained. Shovel measurement will not be allowed. The size of the measuring boxes used shall be such that an integral number of measures shall give the stated mix.
 - 6.1.2 All combination materials and aggregates shall be mixed with the proper amount of water added to produce a workable consistency.
 - 6.1.3 Mortar which was begun to set or is not used within 1-1/2 hours after initial mixing shall be discarded. Mortar which has stiffened due to evaporation within the 1-1/2 hour period may be retempered once (only) to restore its workability.

6.2 Mortar Mix

Mortar proportions by volume for all type of brickwork and brick paving shall be as specified in the schedule of items of works.

7.0 BRICK WALLS AND PIERS

- 7.1 All masonry work shall be laid by skilled workmen with adequate supervision and shall be laid

true to lines and levels with joints of uniform thickness all surface true and corner straight and plumb.

- 7.2 Before use bricks shall be cleaned and if necessary scrubbed. Then they shall be soaked in clean water for at least 8 hours. Soaking shall be discontinued 2 hours before use.
- 7.3 Soaked bricks placed in full mortar bed with vertical and horizontal joints completely filled and laid without slushing. The bond shall be as indicated on drawings. Unless otherwise specified vertical joints in alternate course shall come directly over one another.
- 7.4 Lay exposed brick in courses accurately spaced by means of wooden template of 1.5" X 4" batten 30" long having a longitudinal Tongue 0.25" X 0.25". The Tongue shall be perfectly straight and true. The thickness of bed joints shall be 0.25". The thickness of the vertical joints shall be as small as possible but not exceed 1/8". The recess of 0.25" in joints on the pointed face shall be carefully preserved.
- 7.5 Keep cavity all spaces free of mortar drippings by a suitable means.
- 7.6 Provide weep holes in the exterior 5" wall (skin walls) of the cavity walls by omitting mortar from every 4th vertical joint in the course immediately above the "Through-wall flashing" (D.P.C) unless otherwise shown on drawings or instructed by the Engineer in-charge.
- 7.7 Care shall be taken that exposed bricks are not stained as the work proceeds. No rubbing of the faces will be allowed to remove smears and stains.
- 7.8 As the work progresses, set all anchors, hold-fasts, sub-frames and other items of the various trades required to be built-in with the masonry. No cutting and patching of completed masonry work will be permitted except as approved by the Engineer in-charge. Hold-fasts and similar fixtures shall be built in surrounding brickwork in 1:3 cement mortar without disturbing the joint pattern.
- 7.9 Flush Pointing: During bricklaying the joints on the exposed surface shall be carefully raked to a depth of 3/8 inch to 1/2 inch. Pointing shall follow after the masonry is cured for one week. Masonry surface and joints shall first be thoroughly scrubbed and cleaned with clean water. When the wall surface is dry, pointing mortar with a cement sand ratio of 1:2 shall be applied with small steel trowel to fill the joints. Extreme care shall be taken that the mortar does not spread over the edges of the brick. The mortar shall be compacted by pressing the trowel hard against the joint and finished by drawing the trowel with a steady, firm tangential motion over the surface. The mortar consistency shall be neither too lean but must be of a consistency to take a polish at the time of finishing. The surface of the finished mortar shall be finish with the brick surface and shall not be ruled.

- 7.10 Ruled Pointing: The process shall be same as above with cement mortar of 1:2 proportion laid carefully and finished with steel template without spilling mortar on brick surface. The groove of pointing should be straight of uniform thickness all through as shown in the drawing.
- 7.11 All masonry shall receive at least seven days of moist curing such curing shall be provided by frequent spraying of water after the first 24 hours of setting.
- 7.12 Provide complete protection against breakage, staining and weather damage to masonry.
Masonry, when not roofed over shall positively be protected with no staining waterproof coverings. Properly wetted whenever masons are not working on the walls.

8.0 BRICK PAVINGS

- 8.1 Two layer brick paving on sand fill sub-grade.
- 8.1 Brick paving shall be installed in two layers as shown in drawing on sand fill sub-grade prepared as specified in Section 10-FILLING & GRADING. If the sub-grade is dry it shall be lightly moistened before commencing the laying of paving.
- 8.2 A layer of slightly overburnt pug-mill moulded first class brick shall be laid as shown on drawing in transverse direction with the topping layer. The joint shall not be more than 0.25" thick and shall be solidly filled to the full depth by cement sand mortar (1:4). It shall receive at least 7 days moist curing.
- 8.1.3 Next layer of machine made ceramic brick orklinker pavement brick as the case may be, shall be laid as per drawing in a full bed of cement sand mortar (1:4). The joint shall not be more than 0.25" thick and shall be solidly filled to the full depth by cement sand mortar (1:4). It shall receive at least **7 (seven) days** moist curing.

9.0 CLEANING

- 9.1 At completion of work all exposed brick walls and piers shall be thoroughly cleaned with clean water using stiff fibre brushes.
- 9.2 This should be followed by an application of Turmeric acid solution in consultation as approved by Engineer in-charge. After a week of this application, the surface shall again be thoroughly washed with clean water.

SECTION -4(A)

MISCELLANEOUS METAL

1.0 GENERAL REQUIREMENTS

- 1.1 The work of this section consists of furnishing unless otherwise mentioned and installing all miscellaneous metal work shown on drawings and specifically required to be provided under other sections of the specification.
- 1.2 All materials shall be new stock, free from defects impairing strength, durability of appearance and of best commercial quality for the purpose specified.
- 1.3 All anchors, bolts and other parts required for securing each item of work to the construction shall be included.
- 1.4 The contractor shall take and verify all measurements at the building as may be necessary or required. He shall be responsible for all field dimensions, all fittings and the proper attachment of all work included herein.

2.0 MATERIALS

- 2.1 All structural shapes including beams, channels, angles, plates and rivets shall conform to the latest revision of ASTM standard specification of structural steel for building.
- 2.2 Brass shall be Rod Brass conforming to ASTM specifications Designation B36 amended.

3.0 SHOP COATINGS

- 3.1 All work shall be as detailed and except for galvanized metal, brass or bronze, be furnished to the site with one shop coat of red lead oxide unless otherwise required by the Engineer-in-charge.
- 3.2 Before painting, all rust, loose mill scales, dirt, weld flux, weld spatter and other foreign materials shall be removed with wire brush or steel scrapers. All greased and oil shall be removed by solvent recommended by paint manufacturer. Surfaces shall be dry when painted.
- 3.3 Dissimilar metals shall be insulated from each other with one heavy coat of asphalt paint on contact surfaces in addition to the shop coats specified above.
- 3.4 Paint shall be thoroughly and evenly applied and shall be well worked into corners and joints taking care to avoid sags and runs. Bolts which are to remain permanently in the work shall be dipped in paint to cover the entire bolt.
- 3.5 Omit paint from surfaces to be embedded in concrete or masonry. Also omit paint from surfaces to be welded in the field, except where the primer used can be conclusively shown to have no adverse effect on the weld.

4. ERECTION

- 4.1 All material shall be carefully handled and stacked to prevent deformation and damage. Care shall be taken to prevent damage to the shop coat of paint and to prevent the accumulation of mud, dirt, or other foreign matter on the metal work. All connections which will be exposed shall be welded and ground smooth unless otherwise shown.
- 4.2 All anchorage and other member to be set in concrete or masonry shall be built in as the work progresses. Later cutting or drilling shall be avoided as far as is practicable.
- 4.3 After erection, retouch all portions of the shop coat chipped or damaged during erection and all field welds and connection with the same paint used for the shop coat.
- 4.4 Welded field connections in galvanized work shall be hot zinc coated in the field with Galalloy galvanizing compound or approved equal applied in accordance with manufacture's directions.

5.0 STEEL ROLLING DOOR

5.1 Steel Rolling Door shall be fabricated as detailed in the drawings. All anchorage's hold-fasts and fittings shall be heavy duty type and properly secured. Erection shall be truly plumb and level to ensure smooth running. Rollers shall be adequately lubricated after erection. Shutters and frames shall have finish and colour as selected by the Engineer-in-charge.

SECTION -8A

FINISHING HARDWARE AND ACCESSORIES

1.0 GENERAL REQUIREMENTS

- 1.1 The work under this section consists of furnishing and delivering to the job site all FINISH HARDWARE AND ACCESSORIES required in accordance with the detail drawings.
- 1.2 All hardware shall be delivered in the manufacture's original packages, complete with all required fastening and trimmings.
- 1.3 All hardware shall conform to the requirements specified hereinafter. No substitutions shall be made for the sample submitted without the approval of the Engineer-in-charge.
- 1.4 Submit required templates for proper installation.
- 1.5 Hardware furnished under this section is specified to be installed under section 5A

2.0 SAMPLES

2.1 Before materials are ordered, the contractor shall submit in duplicate to the Engineer-in-charge for his approval a complete line of samples. Samples shall be plainly marked giving the

manufacture's numbers, types and sizes. Samples will remain with the Engineer-in-charge until delivery of all hardware to the project site is complete, then they shall be used in the work.

3.0 SCHEDULES

- 3.1 Two sets of complete lists of all hardware to be furnished under this section shall be submitted to the Engineer-in-charge for approval. The lists shall indicate the manufacture's name and hardware designation, type, size and installation location. Hardware shall not be ordered until the list has been approved.

4.0 FINISH AND MATERIAL

- 4.1 All finish and material shall be as approved by the Engineer-in-charge.

5.0 FASTENINGS

5.1 All hardware shall be supplied with screws, bolts, nuts and other fastenings for attaching hardware. These shall be of the same finish as the material which they attach and shall be of types standard with the manufacturer.

6.0 RECEIVING AND STORING

- 6.1 The contractor shall provide adequate locked storage space, lost or damaged hardware shall be replaced at no cost to the Engineer-in-charge.

7.0 BUTTS AND HINGES

- 7.1 Butts, Hinges shall be steel or best quality as available in the market for all doors and windows.
- 7.2 The size and numbers of the butts and hinges shall be as detailed in the drawings.

8.0 LOCKSETS

- 8.1 All locksets shall be the mortice type and shall be building with an extra heavy internal spring to ensure non-sagging of lever handles.
- 8.2 Strikes shall have extended lips where required to protect firm from being marred by latch bolt. All cylinders shall have at least five pins.
- 8.3 All keyings shall be as directed by the Engineer-in-charge. Furnish two keys per lock. All locks shall be furnished with a construction key cylinder system. All permanent keys shall be turned over to the Engineer-in-charge at the time of completion and discontinuance of the construction.

SECTION-9(C)

PAINTING

1.0 MATERIALS

- 1.1 Manufacturer's dated catalogue or specification sheets in triplicate for materials proposed shall be submitted to the Engineer-in-charge with the list of brands and types. No material shall be used without approval of the Engineer-in-charge.
- 1.2 All painting materials shall be of the best quality and be delivered to the site in unopened original container bearing manufacturer's labels.
- 1.3 Materials to be used in the work shall conform to reputed Manufacturer's specifications and to the satisfaction of the Engineer-in-charge.

2.0 STORAGE OF MATERIALS

- 2.1 Materials and tools shall be stored in a single place at the site as designated by the Engineer-in-charge.
- 2.2 Storage area shall be maintained in a neat clean condition, with surroundings protected from damage.
- 2.3 Inflammable materials shall be stored in sealed containers and waste shall be removed from the premises at the end of each day every precaution shall be taken to prevent fire.
- 2.4 Storage area shall be accessible to the Engineer-in-charge at all times.

3.0 COLOURS AND SAMPLES

- 3.1 Colour scheme shall be as directed by the Engineer-in-charge and all tinting and matching shall be to the satisfaction of the Engineer-in-charge.
- 3.2 For all natural or stained wood finished, samples shall be prepared as directed on pieces of the same kind of wood at least 6 inch by 12 inch until the finish is approved.
- 3.3 For painted finish samples shall be prepared as directed on the surface to be painted until the finish is approved.

4.0 PROTECTION

- 4.1 Furnish and lay drop cloths or other approved protection in all areas where painting and finishing is being done so as to adequately protect flooring and other work from all damage during the execution of the painting work.

5.0 SURFACE PREPARATION

- 5.1 Concrete and Masonry.
 - 5.1.1 All surfaces to be painted shall be thoroughly cleaned of all grit, greased dirt, loose materials, mortar drippings and the like.
- 5.2 Wood to be clear finished.
 - 5.2.1 Sand smooth and free of marks before applying the first coat.
 - 5.2.2 Fill voids and holes after first coat is dry, using transparent filler compatible with the finishing specified and tinted to camouflage repairs.
- 5.3 Ferrous Metal:
 - 5.3.1. Wire brush or sand to remove all rust, dirt, weld spatter, and other foreign matter.
 - 5.3.2. Remove grease and oil films with solvent, using a fine steel wool pad or a coarse cloth.
- 5.4. Galvanized Metal:
 - 5.4.1. Galvanized metal shall be clean and dry, remove grease and oil films with a solvent, using a fine steel wool pad or a coarse cloth, follow instructions of primer manufacturer.

6.0 APPLICATION

- 6.1 No work shall be done under conditions which are unsuitable for the production of good results. All spaces shall be broom clean before painting or finishing is started.
- 6.2 The workmanship shall be the best. All paint shall be applied with brushes under adequate illumination evenly spread, smoothly flowed on without runs or sags. Paint shall be worked into all corners and crevices.
- 6.3 Materials shall be applied in strict accordance with the manufacturer's directions and in particular, no prepared paint shall be thinned in any way except as directed by manufacturer. All paint shall be thoroughly mixed before being used.
- 6.4 Each coat applied must be inspected and approved by the Engineer in-charge before the application of the succeeding coat. Otherwise no credit for the coat applied will be given and the contractor may have to repeat the work in question at his own expense. The contractor shall notify the Engineer in-charge when each coat is ready for inspection.
- 6.5 No exterior painting shall be done in rainy, damp weather until the surface is thoroughly dry.
- 6.6 Minimum drying times shall not be less than 72 hours between coats for exterior paints and 48 hours for interior paints. Each coat shall be thoroughly dry before application.

of subsequent coat.

- 6.7 All natural finished woodwork, painted woodwork and painted metal shall be lightly sanded between coats using sand paper.
- 6.8 Natural finished woodwork only shall be ribbed with fine steel wool after last coat. Rub to desired finish as per approved sample.
- 6.9 All woodwork for natural finish shall be sealed on the back and all surfaces which will be concealed after erection with two coats of any approved transparent sealer prior to installation.
- 6.10 After being fitted by the carpenter, all edges of doors shall be finished its same as top faces.
- 6.11 Suction spots in plaster, masonry or concrete showing after application of first coat shall be repainted before application of next coat.
- 6.12 All exposed piping (except PVC) shall be painted to match the adjoining wall surface where such wall surface is either glazed tile or painted.
- 6.13 Painting around Finish Hardware of other removable items already in place will not be allowed.
- 6.14 Any damage to adjacent work caused by paint or painting operations shall be rectified by the contractor at his own expense.

7.0 COMPLETION

- 7.1 At completion of painting work, the contractor shall remove any paint spots and stains caused by work under this section from floors, walls, glass, hardware, equipment and other surfaces leaving these surfaces in perfect condition.
- 7.2 The Engineer in-charge will conduct a final inspection of all work under this section and the contractor shall repaint or retouch as directed by the Engineer in-charge, any surfaces which do not comply with the requirements of these specifications or which have been damaged during construction work. All surfaces finished under this section shall be left in perfect condition, free of defects and blemishes.
- 7.3 Remove all rubbish and accumulated painting materials from the premises.

8.0 EXTERIOR WORK

Exterior surfaces if required to be painted shall be painted as follows:

- 8.1 **Concrete:**Two coats of latex masonry paint.
- 8.3 **Brick wall:**Two coats of latex masonry paint.
- 8.4 **Plaster Surface:**Paint all surfaces as directed.
- 8.5 **Galvanized Metal:**(Paint all galvanized metal except as otherwise noted).
- 8.6 **Wood Work:**(Paint all exposed wood surfaces except as otherwise noted).
Two coats of specified polish over a coat of priming.

9.0 **INTERIOR WORK**

Interior surfaces if required to be painted shall be painted as follows:

- 9.1 **Concrete:**Two coats of latex masonry paint.
- 9.2 **Bricks wall:**Two coats of latex masonry paint.
- 9.3 **Plaster surfaces:**Paint all plaster surfaces as directed.
- 9.4 **Iron, Cast Iron and Steel:**(Paint all Iron and Steel, except otherwise noted).

One coat red lead primer.

Two coats gloss enamel.

- 9.5 **Galvanized Metal (Piping, Conduits).**

One coat zinc dust primer.

Two coats gloss enamel.

- 9.6 **Woodwork:**(Natural Finish)-Apply in all exposed surfaces, Two coats of specified polish over a coat of priming.

SECTION-9 (D)

CHALK WASHING

1.0 MATERIALS

- # Quick or stone lime
- # Shell time
- # Gum Arabic
- # Robin Blue
- # Colour pigments
- # Water.

2.0 MIXING

- 2.1 Two parts fresh stone lime and one part shell lime shall be slaked on the spot.
- 2.2 The slaked lime mixture shall then be placed in a sub containing clean water. It shall be mixed and stirred until it attains the consistency of thin cream.
- 2.3 When sufficiently mixed, it shall be strained into a separate container through coarse cloth.
- 2.4 Gum Arabic in the proportion of 2 chata to thirty seers or 1 Cft of lime shall be added and dissolved in the stained wash.
- 2.5 Colour pigments or Robin blue dissolved in water shall then be added according to Engineer-in-charge's instructions. It shall be stirred sufficiently to ensure uniform mixing. It will then be ready for use.

3.0 SURFACE PREPARATION

- 3.1 The surface to receive chalk wash shall be thoroughly cleaned down with clean water and free from all foreign matters. Defects shall be repaired accordingly. It shall be rubbed with sand paper.

4.0 APPLICATION

- 4.1 Chalk wash shall be laid on surfaces in two coats over a priming coat. It shall be laid vertically and horizontally alternately. The final coat shall be applied vertically.
- 4.2 Each coat shall be perfectly dry before the succeeding one is laid over it.
- 4.3 In case of coloured chalk wash, priming coat shall be white.
- 4.4 Wherever scaffolding is necessary, it shall be freestanding so as not to damage or scratch the painted surface.

SECTION -9(E)

PASTIC EMULSION PAINTING

1.0 MATERIALS

- 1.1 Plastic emulsion paint if used shall be of snowcem brand or approved equivalent.

2.0 MIXING

- 2.1 The paint shall be mixed or thinned in accordance with manufacturer's instructions.

3.0 SURFACE PREPARATION

3.1

The surface to receive chalk wash shall be thoroughly cleaned down with clean water and free from all foreign matters. Defects shall be repaired accordingly. It shall be rubbed with sand paper.

4.0 APPLICATION

4.1

It shall then be sized with a priming coat as recommended by the manufacturer.

4.2

Suction spots appearing on the surface shall be repainted before applying the next coat.

4.3

No of coats shall be as mentioned in the Schedule of items of works. Colour scheme shall be as directed by the Engineer-in-charge.

4.4

A sample panel shall have to be prepared for Engineer-in-charge's approval prior to taking up full-scale work.

4.5

The paint shall be applied strictly in accordance with manufacturer's specifications.

4.6

Apply paint quickly and boldly with camel hair, stiff, board brushes 4" to 6" long.

4.7

Dip the brush and make crosswise stroke following it with up and down stroke.

4.8

The edges shall be kept "Alive" to prevent forming lap marks.

4.9

Each coat shall receive the inspection of the Engineer-in-charge failing which no credit shall be given and the contractor may have to be re-do it at his own cost.

4.10

No painting shall be done in rainy season or damp weather.

Section 8. Particular Specifications

Specification for Under-Reamed Pile Foundation

1.0 UNDER-REAMED RCC PILES

1.1. General

- (i) Under-reamed piles are bored cast-in-situ and bored compaction concrete types having one or more bulbs formed by suitably enlarging the bore hole for the pile stem. With the provision of bulb(s) substantial bearing or anchorage is available.
- (ii) These piles find application in widely varying situations in different types of soils where foundation are required to be taken down to a certain depth in view of considerations like the following requirements :
 - (a) To avoid the undesirable effect of seasonal moisture changes as in expansive soils.
 - (b) To reach firm strata.
 - (c) To obtain adequate capacity for downward, upward and lateral loads and moments
 - (d) To take foundations below scour level.
- (iii) When the ground consists of expansive soil e.g. black cotton soil, the bulb of the under ream pile provides anchorage against uplift due to swelling pressure apart from the increased bearing capacity.
- (iv) In case of filled up or otherwise weak strata overlying the firm strata, enlarged base in the form of under-reamed bulb in firm strata provides larger bearing area and piles of greater bearing capacity can be made.
- (v) In loose to medium pervious sandy silty strata, bored compaction piles can be used as the process of compaction increases the loads bearing capacity of the piles.
- (vi) Under-reamed piles may also be used under situations where the vibration and noise caused during construction of piles are to be avoided. The provision of bulb(s) is of special advantage in under reamed piles to resist uplift and they can be used as anchors.

1.2. Pile Grouping

- (i) For bored cast in situ under-reamed piles at usual spacing of $2 D_u$, the group capacity will be equal to the safe load of individual pile multiplied by the number of piles in the group. For piles at spacing of $1.5 D_u$ the safe load assigned per pile in a group should be reduced by 10 per cent.
- (ii) In under-reamed compaction piles, at the usual spacing of $1.5 D_u$, the group capacity will be equal to the safe load on individual pile multiplied by the number of piles in the group.

Note: In order-reamed compaction piles, the capacity of the group may be more than given in Para (i) above on account of compaction effect.

- (iii) In non-expansive soils, when the cap of the pile group is cast directly on a reasonably firm stratum it may additionally contribute towards the bearing capacity of the group.
- (iv) In load bearing walls piles should generally be provided under all wall junctions to avoid point loads on beams. Position of intermediate piles is then decided by keeping door openings fall in between two piles as far as possible.

1.3. Equipment and Other Accessories

- (i) The selection of equipment and accessories will depend upon the type of under-reamed piles, site conditions and nature of strata. Also it will depend on economic considerations and availability of manually or power operated equipment.
- (ii) Bore holes may be made by earth augers. In case of manual boring, an auger boring guide shall be used to keep bores vertical or to desired inclination and in position. After the bore is made to the required depth, enlarging of the base shall be carried out by means of an underreaming tool.
- (iii) In ground with higher water table having unstable pile bores, boring and under-reaming may be carried out using suitable drilling mud. In normally met soil strata, drilling mud can be poured from top while boring and under-reaming can be done by normal spiral earth auger and under-reamer.
- (iv) The level of drilling mud should always be about one meter above water table or the level at which caving-in occurs. In case of very unstable strata with excessive caving-in continuous circulation of drilling mud using suitable pumping equipment and tripod, etc along with modified auger and under-reamer may be used.
- (v) Some times permeable strata overlying a rim clayey stratum may be cased and normal boring and under-reaming operation may be carried out in clayey stratum.

- (vi) To avoid irregular shape and widening of bore hole in very loose strata at top a casing pipe of suitable length may be used temporarily during boring and concreting.
- (vii) For improved control over the inclination of batter/raker piles a tripod hoist with fixed pulley should be used for lowering in of under-reaming tools.
- (viii) For placing concrete in bore holes full of drilling mud or sub-soil water tremie pipe of not less than 150 mm diameter with flap valve at the bottom should be used.
- (ix) For batter/raked under-reamed piles the reinforcement cage should be placed guiding it by a chute or any other suitable method. If concreting is not done by tremie, it should be done by chute.
- (x) In under-reamed compaction piles, suitable device should be used for guiding the movement of drop weight and specified core assembly for its vertical driving for operating the drop weight and specified core assembly for its vertical driving for operating the drop weights of adequate capacity, suitable winch with hoisting attachment should be used.

1.4. Pile Boring

- (i) Under-reamed piles may be constructed by selecting suitable installation techniques at given site depending on sub-soil strata conditions and type of under-reamed piles and number of bulbs.
- (ii) In construction with equipment suggested under Appendix 'B' initially boring guide is fixed with its lower frame leveled for making desired angular adjustment for piles at batter/rake. Boring is done up to required depth and under-reaming is completed.
- (iii) In order to achieve proper under-reamed bulb, the depth of bore hole should be checked before starting under reaming. It should also be checked during under-reaming and any extra soil at the bottom of bore hole; removed by auger before reinserting the under-reaming tool.
- (iv) The completion of desired under-reamed bulb is ascertained by
 - (a) The vertical movement of the handle and
 - (b) When no further soil is cut.
- (v) In double or multi under-reamed piles, boring is first completed to the depth to the first (top) under-ream only and after completing the under-reaming boring is extended further for the second under-ream and the process is repeated.

1.5. Control of Alignment

- (i) The piles shall be installed as correctly as possible at the correct location and truly vertical (or at the specified batter/inclination). Great care shall be exercised in respect of single pile or piles in two pile groups under a column.
- (ii) As a guide for vertical piles a deviation of 1.5 per cent and for raker piles a deviation of four percent shall not normally be exceeded. In special cases, a closer tolerance may be necessary.
- (iii) Piles shall not deviate more than 75 mm or one quarter the stem diameter, whichever is less (75 mm or $D/10$ whichever is more in case of piles having diameter more than 600 mm) from the designed position at the working level.
- (iv) In case of single pile under a column the positional deviation should not be more than 50 mm or one quarter of the stem diameter whichever is less (100 mm in case of piles having diameter more than 600 mm).
- (v) For piles where cut-off is at substantial depths, the design should provide for worst combination of the above tolerances in position and inclination.
- (vi) In case of piles deviating beyond these limits corrective measures where necessary may be taken in the form of increasing pile size, provision of extras reinforcement in the pile, redesign of pile cap and pile ties. If the resulting eccentricity cannot be taken care of by the above measures, the piles should be replaced or supplemented by; one more additional piles.

1.6. Reinforcement in Piles

- (i) The provision of reinforcement will depend on nature and magnitude of loads, nature of strata and method of installation. It should be adequate for vertical loads, lateral load and moments acting individually or in combination. It may be curtailed at appropriate depths only under the advice of the structural engineer. However, provision of reinforcement shall be as specified in drawing.
- (ii) The minimum area of longitudinal reinforcement (any type or grade) within the pile shaft should be 0.4 per cent of the sectional area calculated on the basis of outside area of shaft or casing if used.
- (iii) Reinforcement is to be provided in the full length irrespective of any other considerations and is further subject to condition that a minimum number of three 10 mm dia mild steel or three 8 mm dia high strength steel bars shall be provided. The transverse reinforcement as circular stirrups shall not be less than 6 mm dia. Mild steel bars at a spacing of not more than the stem diameter or 30 cm, whichever is less.
- (iv) For under reamed compaction piles, a minimum number of four 12 mm diameter mild steel or four 10 mm diameter high strength steel bars shall be provided.

- (v) For piles of lengths exceeding 5 m and or 37.5 cm diameter, a minimum number of six 12 mm diameter HSD bars shall be provided.
- (vi) For piles exceeding 40 cm diameter a minimum number of six 12 mm diameter high strength steel bars shall be provided.
- (vii) The circular stirrups for piles of length exceeding 5 m and diameter exceeding 37.5 cm shall be bars of 8 mm diameter.
- (viii) For piles subject to uplift loads, adequate reinforcement shall be provided to take full up lift which shall not be curtailed at any stage.
- (ix) For piles up to 30 cm diameter, if concreting is done by tremie, equivalent amount of steel placed centrally, may be provided at sides.
- (x) The minimum clear cover over longitudinal reinforcement shall be 50 mm. In aggressive environment of sulphates etc. it may be increased to 75 mm.

1.7. Concrete

1.7.1. **Materials:** Cement, water, fine aggregate, coarse aggregate and chemical admixtures etc.

1.7.2. Placing of Concrete

- (i) Concreting shall be done as soon as possible after completing the pile bore. The bore hole full of drilling mud should not be left un-concreted for more than 12 to 24 hours depending upon the stability of the bore hole.
- (ii) For placing concrete in pile bores, a funnel should be used and method of concreting should be such the entire volume of the pile before is filled up without formation of voids and/or mixing of soil and drilling fluid in concrete.
- (iii) In empty bore holes for under-reamed piles a small quantity of concrete is poured to give about 100 mm layer of concrete at bottom. Reinforcement is lowered next and positioned correctly. Then concrete is poured to fill the bore hole. Care should be taken that soil is not scrapped from side if rodding is done for compaction. Vibrators shall not be used.
- (iv) If water is confined up to the bucket length portion at the toe & seepage is low, the water should be bailed out and concreting should be done as prescribed in Para (iv) above.

- (v) In case the pile bore is stabilized with drilling mud or by maintaining water head within the bore hole, the bottom of bore hole shall be carefully cleaned by flushing it with fresh drilling mud and pile bore will be checked for its depth immediately before concreting.
- (vi) Concreting shall be done by tremie method. The tremie should have a valve at bottom and lowered with valve closed at the start and filled up with concrete. The valve is then opened so permit the flow of concrete which permits upward displacement of drilling mud.
- (vii) The pouring should be continuous and tremie is gradually lifted up such that the tremie pipe opening remains always in the concrete. At the final stage the quantity of concrete in tremie should be enough so that on final withdrawal some concrete spills over the ground.

Note:

- (1) The concrete should be coherent, rich in cement (not less than 350 kg/m³) and slump not less than 150 mm.
- (2) In inclined piles, concreting should be done through a chute or by tremie method.
- (viii) For under-reamed bored compaction piles, the pile bore is first filled up without placing any reinforcement. Concreting is done as prescribed in paras (iv) depending upon the situation. Soon after the specified core assembly shall be driven and extra concrete shall be poured in simultaneously to keep the concrete up to ground level. If hollow driving pipe is used in core assembly the pipe shall be withdrawn after filling it with fresh concrete which will be left behind.

1.7.3. Estimation of Concrete Quantity

- (i) The extra quantity required for each bored cast-in-situ under-reamed bulb of 2.5 times the stem diameter may be taken equal to a stem length of 4 to 4.5 times its diameter, depending upon the nature of strata and other site conditions. The volume of concrete actually placed shall be observed in the case of quantities of the concrete and cement for the subsequent piles.
- (ii) For under-reamed compaction piles the amount of concrete used is about 1.2 times of the underreamed cast-in-situ piles.

Note: If the estimates of concrete consumption are on the volume of the bore holes and not on the basis of concrete quantity actually consumed, the concrete used may be found lesser than estimated and cement consumption may work out to be less.

Section 9. 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.

***Drawing for boundary wall with RCC pillar & brickwall on concrete pile foundation
– 2 sheets attached***

