



**Government of the People's  
Republic of Bangladesh  
Ministry of Communications  
Roads and Highways Department**

**STANDARD TENDER  
DOCUMENTS**

**USERS MANUAL FOR  
VOLUME 1 OF 4  
THE TENDER**

**SEPTEMBER 2001**

# USERS MANUAL TO THE TENDER INTRODUCTION

## INTRODUCTION

This Users Manual has been produced in order to assist officers of the Roads and Highways Department in the preparation of Volume 1 – The Tender – of the new RHD Standard Tender Documents, which comprise four separate documents, namely:-

- ◆ Volume 1 – The Tender
- ◆ Volume 2 – Conditions of Contract
- ◆ Volume 3 – Technical Specification
- ◆ Volume 4 – Drawings

Both the The Tender and Drawings are project specific tender documents and, as such, require particular information relating to the individual project works to be provided.

Where information is to be entered within “The Tender” this has been shown within brackets in bold Italic type (eg [*give date*]).

To facilitate the use of this manual those sections of the The Tender, which require information to be given, have been reproduced on the left hand pages and guidance notes on the action to be taken have been given on the opposite page.

The information and guidance given in this manual does not purport to be definitive nor exhaustive and where the officers charged with preparing and letting the Tender have any doubt they should seek further guidance, as appropriate, from their superiors.

**VOLUME I**

**THE TENDER**

**INVITATION TO TENDER  
INSTRUCTIONS TO TENDERERS  
CONDITIONS OF CONTRACT  
CONTRACT DATA  
STANDARD FORMS  
TECHNICAL SPECIFICATION  
BILL OF QUANTITIES**

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- V. SECTION 5 STANDARD FORMS AND LETTERS**
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## **WORDING IN CONTRACT DOCUMENT**

### **SECTION 1**

#### **Invitation to Tender**

1. All works proposed for execution by contract will be advertised in a form of Invitation for Tenders through newspaper(s) for general circulation in the manner provided by instructions of the Employer relating to advertisement for the time being in force signed by the authorised officer of the Employer. The Invitation for Tenders will state (a) Name of the Employer and authorised office of the Employer to call tender, (b) Name and identification number of Contract including key elements of Works with location, (c) Tender security required, (d) Eligibility of Tenderers, (e) Chargeable head, (f) Time for completion of work, (g) Name of the offices where tender documents will be sold, (h) Name of the offices where tenders will be received, (i) Last date of selling of tender documents, (j) Deadline for submission of tenders, (k) Name of the office where tender will be opened, (l) Date and time of opening of tenders, (m) Selling cost of each set of Tender Documents etc. In case of a call other than first call, name of call as applicable is also to be stated.
2. The Invitation for Tenders as mentioned above will be sent to different offices as per standing instructions of the Executing Agency for circulation. This Invitation for Tenders is a part of standard Tender Document and copy of the same shall be included at the beginning of The Tender as SECTION – 1.
3. Tender Documents will be sent to the offices as per standing instructions of the Executing Agency for wide circulation through Notice Board and record.
4. Sufficient sets of Tender Documents shall be sent to the offices as per standing instructions of the Executing Agency for selling to the intending tenderers.”

## **EXPLANATORY GUIDELINES**

### **SECTION 1 Invitation to Tender**

#### **Notice for Single Contract**

An example of this is provided in the Sample set of Tender documents.

This Form of Notice shall be applied throughout RHD for all contracts under GoB funding including Revenue Account works and Annual Development Project works.

The type of works shall be clearly described as well as the location of the works. Initially, in order to assist contractors in locating the area of the works, it will be necessary to continue to include the local name of the road in addition to the standard Link Description names and numbering system. Both the designated Road Number and the approved Link Number must be given. The precise location of the works shall be described using the Link location system by recording the distance from the origin of the link to the start location (in kilometres) and similarly the distance from the origin of the link to the End location (in kilometres).

The document shall refer to the position and address of the Officer Authorised by the Employer to call the tender as defined in the Instructions to Tenderers. These are defined in the next section of this guide.

#### **Sample Notice for Multiple Contracts**

The Format shall be as described above for a single contract but a Group List shall be provided as indicated in the Sample provided.

**WORDING IN CONTRACT DOCUMENT**

**SECTION 2  
Instruction to Tenderers**

**“The user may amend or delete any of the clauses in this section or insert new clauses, if necessary , which shall not contradict with any of the clauses of this section and other clauses and matters of the Tender Documents.”**

**Clause 1.1:**

The Government of the People’ Republic of Bangladesh, hereinafter referred to as the “Employer”, through the . . . . . *[Designation and address of the officer authorised by the Employer to call Tender]*, invites tenderers to submit Tender ( . . . . . ) *[In case of 1st call bracket to be omitted and incase of a call other than first call, insert within bracket “2nd call” or “3<sup>d</sup> call” etc. which is applicable]* for . . . . .  
. . . . . *[ Name and identification number of Contract including key elements of the Works with location. Indicate also relationship to other contracts under the Project. If the Works are to be tendered in separate contracts, describe all the contracts.]*

## EXPLANATORY GUIDELINES

### SECTION 2

#### Instruction to Tenderers

The document indicates that certain information is to be entered. The user should enter the data and remove the data request (shown in *[bold italics]*) references from the document.

#### Clause 1.1

In the general document, the first reference is for the “Employer”. In all cases this shall be “The Government of the People’s Republic of Bangladesh”. In “The Tender” this first reference is completed.

The next reference is “*[Designation and address of the officer authorised by the Employer to call Tender]*”. This will generally be the Executive Engineer of the Division wherein the Works are to be carried out.

The next insert is: *[In case of 1<sup>st</sup> call bracket to be omitted and incase of a call other than first call, insert within bracket “2nd call” or “3rd call” etc. which is applicable]*. As before enter the information or delete the brackets as appropriate.

The major insert is: *[ Name and identification number of Contract including key elements of the Works with location. Indicate also relationship to other contracts under the Project. If the Works are to be tendered in separate contracts, describe all the contracts.]* This requires similar data to that prepared for the “Invitation to Tender”. It should also detail the additional information indicated. This entry requires some care as it will also be used to describe the Works in the “Contract Data” and the other Forms used in awarding the contract.



**WORDING IN CONTRACT DOCUMENT**

**Clause 1.3:**

The successful bidder will be expected to complete the whole Works within ..... [*Insert Time for completion in days*] from the date of commencement of the Works

**Clause 1.4**

Each tenderer shall purchase one set of Tender Documents for tendering on payment of Tk. . . . . (Taka . . . . .) [*Amount in number and in words*] in cash which is non-refundable. The Tender Documents will be sold by the following mentioned offices on all working days during office hours up to . . . . . [*put date and time*] :

- (a) . . . . .
  - (b) . . . . .
  - ... . . . .
- [Name and addresses of the offices]*

**Clause 1.5**

Sealed Tenders will be received by the Employer at the following addresses no later than . . . . . [*Mention time*] on . . . . . [*Mention date*] :

- (a) . . . . .
  - (b) . . [*Name and addresses of the offices*]. . . . .
- .....

**Clause 1.6**

Sealed tenders will be opened at ..... [ *Mention time* ] on ..... [*Mention date*] in the office of the ..... [*Name of the office with address*] in the presence of the tenderer/tenderers' representatives who may choose to attend.

**Clause 2.1**

The payment of this Contract is chargeable to ..... [ *Name of the head* ]

### EXPLANATORY GUIDELINES

#### Clause 1.3

*[Insert Time for completion]*. This should be a realistic period of time and should take into account potential delays due to annual cyclones, floods or other occurrences in the project area. If the Works will be effected by other constraints (eg Access and phased completion of works with an adjoining contact) then these should also be taken into account in determining the Contract Period and details of the constraints should be given in Section 4 Contract Data in a separate sub-clause of Clause 29.

#### Clause 1.4

Provide data on the cost of tender documents. [*Amount in number and in words*] must be entered. From the RHD Manual July 1994 the prices for Tender Documents are:

Taka 500 for Contract Values upto 25 Lakhs

Taka 1000 for Contracts of value 25 – 50 Lakhs

Taka 1500 for Contracts of value 50 – 100 Lakhs

Taka 2000 for Contracts of value over 100 Lakhs

**Note** for complex contracts or contracts >100Lakhs there should usually be a pre-bid meeting

The limit date and time for purchase of tenders is next Provide[ *date and time*].

The names and address of the locations where documents can be procured is next. Provide: [*Name and addresses of the offices*]

#### Clause 1.5

Provide data on receipt of tenders requiring [*Mention time*], [*Mention date*] and [*Name and addresses of the offices*].

#### Clause 1.6

State time, date and location where tenders will be opened: [*Mention time*], [*Mention date*] and [*Name of the office with address*]

#### Clause 2.1

Provide details on the Head of Charge for the contract: [*Name of the head*]  
Generally 168 for Revenue Budget and 266 for Development Budget

**WORDING IN CONTRACT DOCUMENT**

**Clause 4.1**

Contractors of . . . . . [*Mention categories of the contractors and name of the Agencies from which they have been enlisted. If Joint Ventures of two or more firms are allowed to participate in the tender, mention required status of each firm to make the Joint venture.*] are eligible to participate in the tender.

**Clause 5.1**

*The user may insert here necessary Sub-Clauses if other information or documents are required to be included by the tenderers with their tenders which should also be reflected in Section-5 : Qualification Information of the Tenderers.*

**Clause 11.1**

A prospective Tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (“cable” includes telex and facsimile) at the Employer’s address indicated in the invitation to tender. The Employer will respond to any request for clarification received earlier than . . . . . [*insert number*] days prior to the deadline for submission of tenders. Copies of the Employer’s response will be forwarded to all purchasers of the tender documents, including a description of the inquiry, but without identifying its source.

### **EXPLANATORY GUIDELINES**

#### **Clause 4.1**

Detail eligibility criteria for Contractors which is to be in accordance with the Unified Criteria for Enlistment of Contractors(RHD&LGED). Generally the category of the contractors invited to tender will be directly related to the scope, nature and value of the Contract Works. Contracts of value >2.5 Crore Taka will be limited to **pre-qualified** Class G1/S1 Contractors. Similarly contracts which are mainly labour orientated and of value < 50 Lakh Taka may be restricted to Class G4,G5/S4,S5 Contractors. In the case of Joint Ventures it is important to state the minimum combination of categories of Contractors that may take part in the Tender (eg Class S1or G1 with ClassG2 or G3)

#### **Clause 5.1**

Additional requirements considered necessary to evaluate the bid may be added as sub-clauses after the standard sub-clauses.

#### **Clause 11.1**

Provide the number of days prior to Tender Opening that questions will be received for clarification: *[insert number]* of days. Depending on the complexity of the contract this should normally be a minimum of 5 working days before the date for submission of the Tender.

**WORDING IN CONTRACT DOCUMENT**

**Clause 15.4**

Unless otherwise stated in the Contract Data, the rates and prices quoted by the tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

### **EXPLANATORY GUIDELINES**

#### **Clause 15.4**

For short-term projects, which are considered to be of 12 months or less duration, the rates and prices these will usually remain fixed.

For a long duration contract the Employer may apply in the contract the provision under Clause 50.1 of the Conditions of Contract (CoC) for adjustment to the rates and prices during the performance of the contract in respect of rise or fall in the cost of the inputs to the works. In such case Sub-Clause 15.4 is to be deleted and a new clause is to be substituted as follows :

***“The rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract in respect of rise or fall in the cost of labour, materials and other inputs to the Works.”***

In this connection appropriate formulae to determine the Price Adjustment Factor, sources of indices, weightings of the cost elements, conditions of adjustments and other related matters shall be clearly set out in the Contract Data under Clause 50 of the Conditions of Contract

. For adoption of this provision guidelines, indicating, among others, the duration of a contract for adopting price adjustment, given by the concerned head of the Executing Agency shall be followed. It will also be necessary to clearly state in the Contract Data under Clause 50 the period of lapsed Contract Time after which Price Adjustment maybe applied. This will normally be a minimum of one year and one month after the commencement date for the Works.

**WORDING IN CONTRACT DOCUMENT**

**Clause 17.1**

Tender shall remain valid for ..... [ ***Put number***] days after the date of Tender opening.

**Clause 18.2**

The tender security shall at the tenderer's option, be in the form of a Bank Draft or Pay Order from any Scheduled Bank of Bangladesh in favour of the . . . . ***Designation and address of the officer authorised by the Employer***]

**Clause 34**

Within the period stated in the letter of acceptance after the date of issuing the same to the Contractor by the Employer, the successful tenderer shall furnish to the Employer a performance security of an amount equal to 10% of the Contract Price in the form of an unconditional Bank Guarantee (in the form prescribed in Section 5 of "The Tender") from any scheduled Bank of Bangladesh acceptable to the Employer in favour of the . . . . . ***[Designation and address of the officer authorised by the Employer]***.

**Clause 35**

After furnishing the required performance security, the successful tenderer will sign the Contract Agreement. Necessary documents for signing the agreement will be prepared by the Employer in such numbers as deemed appropriate and will be available in the office of the . . . . . ***[name and address of the officer authorised by the Employer]***. For and on behalf of the Employer .. . . . ***[Designation and address of the officer authorised by the Employer]*** will sign the contract agreement.

**EXPLANATORY GUIDELINES**

**Clause 17.1**

Provide the number of days the Tender will remain valid: [ *Put in number of days* ]. The same period of tender validity is to be enter in the Standard Form of Tender in section 5.

(Select the number of days with care as the contractor will have to assess his exposure to risk resulting from holding his price firm. If the contract is small, the validity should be short as a long period could have a big impact on the price. If it is a large project, a longer validity will have less impact on the overall cost. Typically 60 days for small contracts(contract period less than 4 months) and up to 120 days for larger contracts (contract period greater than 6 months) would be appropriate periods for Tender Validity.

**Clause 18.2**

Provide: [*Designation and address of the officer authorised by the Employer*]

**Clause 34**

Provide: [*Designation and address of the officer authorised by the Employer*]

**Clause 35**

Indicate where the Contract Agreement will be available: [*name and address of the officer authorised by the Employer*] and who will sign the contract agreement “for and on behalf of the Employer”: [*Designation and address of the officer authorised by the Employer*]. The number of copies to be signed can also be stated here.



**WORDING IN CONTRACT DOCUMENT**

**SECTION 3  
Conditions of Contract**

**Conditions of Contract:**

The Conditions of Contract for the Works shall be the Standard Roads and Highways Conditions of Contract, Version dated September 2000, Approved by the Ministry of Law on 16/2/1999

**Additional Conditions of Contract**

This is normally Nil..

**EXPLANATORY GUIDELINES**

**SECTION 3**  
**Conditions of Contract**

**Conditions of Contract**

For all domestic funded works this shall be the RHD Standard Conditions of Contract. The details of the current version of the Conditions of Contract should be entered here to include Version Number, Year and date of approval, where appropriate.

For Foreign Funded this shall be FIDIC<sup>1</sup> Conditions of Contract for Civil Engineering Construction.

**Additional Conditions of Contract**

Insert here additional conditions of contract, if any, required for the Works to be executed, which shall not contradict with any condition or matter of the tender documents. In absence of any Additional Condition of Contract insert here “Nil”.

Where Additional Conditions of Contract are to be introduced these must be approved by the Chief Engineer RHD, the Ministry of Communications and the Ministry of Law.

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<sup>1</sup> Federation Internationale des Ingenieurs-Conseils

CONTRACT DATA  
WORDING IN CONTRACT DOCUMENT

SECTION 4

Contract Data

**Note :** The Contract Data shall be read in conjunction with the Conditions of Contract, which call for particular information to be given in this section of the Tender

**Clause 1.1(1):** ‘Employer’ means the Government of the People’s Republic of Bangladesh represented by the ..... [ *Designation of the head of Executing Agency, and name of the Executing Agency and Ministry.* ]

**Clause 1.1(2):** ..... [ *Name of the Executing Agency representing the Employer.* ]

**Clause 1.1(3)** ..... [ *Designation of the Superintending Officer, representing the Employer, and name and address of the office.* ]

CONTRACT DATA  
**EXPLANATORY GUIDELINES**

**SECTION 4**

**Contract Data**

All entries in this section must be prepared by reference to the Conditions of Contract and Instructions to Tenderers. It is essential that details of the Contract, positions and so on are the same as in the Tender Notice, Instructions to Tenderers and the Contract Data.

The Contract Data is also the place where clarifications of the Conditions of Contract can be stated. These must be approved by the ACE Zone and notified to the ACE Net Work Management, RHD, Sarak Bhaban, to ensure their conformity with RHD's general Policy on Contracts.

**Clause 1.1(1): Head of Executing Agency:**

This shall be in almost all cases the **Chief Engineer** of the **Roads and Highways Department**

**Clause 1.1(2):- Executing Agency:**

This shall be **The Roads &Highways Department**, with the address appropriate to the specific office of the designated Head of the Executing Agency for the Contract, which in the case of the **Chief Engineer** shall be **Sarak Bhaban, Dhaka**

**Clause 1.1(3): Superintending Officer**

This shall be

<b>Contract Value 1999</b>	<b>Designation of Superintending Officer from the Executing Agency</b>
<i>Above Tk 2.5 Crore</i> **	Additional Chief Engineer
<i>Below Tk 2.5 Crore</i>	Superintending Engineer

\*\* The above Contract criteria will be subject to change from time to time by the Government (GoB)

**WORDING IN CONTRACT DOCUMENT**

**Clause 1.1(4)** ..... [ *Designation of the Engineer, representing the Employer, and name and address of the office.* ]

**Clause 1.1(14)** ‘Notice to commence’ is the notice which shall be issued by the Engineer to the Contractor within ..... [ *Put number* ] days after the date of signing the Contract Agreement to commence the Works.

**Clause 1.1(16)** ‘Time for Completion’ is within ..... [ *Put number* ] days

**EXPLANATORY GUIDELINES**

**Clause 1.1(4): Engineer:**

**Name and address of the local consultant appointed by the Employer** or if the Contract is to be managed by RHD directly then the

This Shall be

**Contract Value (1999)**

**Designation of Zonal Officer appointed by the Executing Agency.**

*Above Tk 2.5 crore \*\**  
*Below Tk 2. 5 crore*

Superintending Engineer  
Executive Engineer

**Clause 1.1(14):**

Insert the number of days after the contract has been signed that the contractor is required to commence works

It is important that this be a practical requirement. For a small contract it may be a matter of 14 days whereas for a large contract requiring major equipment and material inputs it may be necessary to allow 28 to 42 days for mobilization prior to commencement. of the Works.

**Clause 1.1(16)**

The 'Time for Completion' should be based on knowledge of the needs of a project and the practical restraints in completing this. The estimated date of commencement should be established taking into account the time for approval of the contract document, invitation to tenderers, tender period, time for evaluation of tenders, approval process for tenders, and issuance of approval to proceed. After this date the impact of cyclone seasons or the monsoon must be considered in determining the time for completion. of the contract

\*\* The above Contract criteria will be subject to change from time to time by the Government (GoB)

CONTRACT DATA  
**WORDING IN CONTRACT DOCUMENT**

**Clause 29.1:** The Contractor shall submit detailed program within ..... [*Put number*] days after the date of signing the Contract.

**Clause 41.1:** ‘Defects Liability Period’ is ..... [*Put number*] days/months [*Retain one which is applicable.*]

**Clause 50:** The rates and prices quoted by the tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

**EXPLANATORY GUIDELINES**

**Clause 29.1**

State a period of days which would be typically 7 days for a contract of duration less than 180 days and 14 days for a contract of between 180 and 365 days duration.

**Clause 41.1**

This will normally be 365 days but in the case of larger contracts may be extended to a period of 730 days. It should be appreciated that the contractors will weight their bids to cover an increased exposure to risk associated with an extended period of liability

**Clause 50:** The clause indicated in the standard document is for short term contracts; however, for a long duration contract, which would be one exceeding 12 months or more in duration, the Employer may apply in the Contract the provision for adjustment to the rates and prices during the performance of the Contract in respect of rise or fall in the cost of the inputs to the Works. In such a case the wording of Clause 50 is to be amended as follows :

*“The rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract in respect of rise or fall in the cost of labour, materials and other inputs to the Works.”*

For adoption of this provision guidelines, indicating, among others, the duration of the contract for adopting price adjustment, as given by the concerned head of the Executing Agency shall be followed. Also in this connection appropriate formulae to determine the Price Adjustment Factor, sources of indices, weightings of the cost elements, conditions of adjustment and other related matters shall be set out in the Contract Data under Clause 50.

Price adjustment would typically be applied after the anniversary of one month after the date of “notice to proceed” with the works. Inflation indices shall be based on the Bangladesh Standards of Statistics Construction Sector Indices using the following formula:

**[ Enter Formulae Here ]**



**WORDING IN CONTRACT DOCUMENT**

**Clause 53:**

Insurance cover is to be provided by the Contractor for all risks and events which are the Contractor's responsibility under Clause 11, 26 and 27 of these Conditions of Contract. The Contractor shall provide copies of the Insurance Policies required under the Contract to the Engineer for record purposes.

**Clause 54:**

No advance payment shall be made by the Employer to the Contractor to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract.

### EXPLANATORY GUIDELINES

**Clause 53:**

For a Contract of high estimated cost, if the Employer desires that insurance cover is to be provided by the Contractor in the joint names of the Employer and the Contractor for the events which are due to the Contractor's risks, in such case the above mentioned Clause is to be deleted and new Clause is to be substituted as applicable. In this connection detailed conditions of insurance cover to be provided by the contractor require to be set out in the Clause. For adoption of this provision in the Contract, guidelines given by the concerned head of the Executing Agency shall be followed.

***Where no insurance is required the following clause can be substituted:***

No insurance cover in the joint names of the Employer and the Contractor is to be provided by the Contractor in this Contract for the events which are due to the Contractor's risks.

**Clause 54:**

For a contract of high estimated value, (a project with "high estimated cost" being considered to be a contract which is estimated to be in excess of Taka 2.5 crore at 1999 prices) the Employer may adopt the provision for making advance payment (generally 10 to 20 percent of the Contract Price) to the Contractor to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract against unconditional bank guarantee furnished by the Contractor from any scheduled bank of Bangladesh in a form acceptable to the Employer. In such case the above mentioned Clause is to be deleted and a new clause is to be substituted as applicable. Detailed conditions of payment and repayment of such advance payment shall be set out in Clause 54. For adoption of this provision guidelines given by the concerned head of the Executing Agency shall be followed

**WORDING IN CONTRACT DOCUMENT**

***Standard Forms***

**FORM OF LETTER OF ACCEPTANCE**

.....  
.....

[ *Name and Address of the office authorised by the Employer* ]

.....[ *Letter No.* ]

.....[*Date*]

To .....

.....

[ *Name and address of the Contractor* ]

This is to notify you that your Tender dated..... [Put date] for ..... [Name and identification number of the Contract including key elements of Works with Location] for the Contract Price of Tk. .... [ in figure ] ( Taka.....) [in words], as determined in accordance with the provisions of the Tender Documents is hereby accepted by the Employer.

You are, therefore, requested to furnish Performance Security amounting Tk..... [ in figure ] (Taka.....) [ in words], in the form of an unconditional Bank Guarantee from any scheduled Bank in Bangladesh in accordance with the provisions of the Tender Documents within .....[ put number ] days from the date of issue of this letter. The format of the Bank Guarantee in question requires to be approved by the undersigned before furnishing the Bank Guarantee from the concerned Bank.

**EXPLANATORY GUIDELINES**

Enter the Name and Address of the Officer authorised by the Employer as Executing Agency. This will usually be the Chief Engineer or the Additional Chief Engineer of the appropriate Wing or Zone of the Roads and Highways Department.

Enter the name and address of the successful tenderer who has been awarded the contract

Enter date of the Tender submission and the particulars of the project works, which should be the same as appeared in the Tender Notice.

Enter the agreed Contract Price in figures and words

Enter the sum of the Performance Security, in figures and words, which will usually be 10% of the Contract Price.

Enter the period in days within which the Performance Security is to be furnished. This would typically be 7days for a small contract and 14days for a large contract

**WORDING IN CONTRACT DOCUMENT**

***Standard Forms***

**FORM OF LETTER OF ACCEPTANCE(Continued)**

You are also requested to sign the Contract Agreement on ..... [*put date*].  
with ..... [*Designation and address of the officer authorised  
by the Employer*] who will sign the Contract Agreement, on behalf of the  
Employer, which will be available in the office of the  
.....[*Name and address of office*].

.....

.....

[*Signature, name and designation of the Officer authorised by the Employer*]

**EXPLANATORY GUIDELINES**

Enter the date on which the Contract Agreement is to be signed. This should be a date after the date for receipt of the Performance Security.

Enter the name and address of the officer authorised by the Employer to sign the Contract Agreement.

Enter the address of the office where the Contract Agreement will be available for signing

**WORDING IN CONTRACT DOCUMENT**

***Standard Forms***

**FORM OF CONTRACT AGREEMENT**

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ between the Government of the People’s Republic of Bangladesh represented by the ..... [ *Designation of the head of the Executing Agency and name and address of Executing Agency*], (hereinafter called “the Employer”), of the one part and ..... [ *Name and address of the Contractor*], (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous that certain Works should be executed, viz ..... [ *Name and identification number of the Contract including key elements of the Works with location* ], and has, by Letter of Acceptance no. .... [ *Put number* ]..... [ *Put date* ], accepted a Tender of the Contractor for the execution and completion of such Works and for remedying of any defects therein;

NOW THIS AGREEMENT WITNESSETH as follows:

Now, THEREFORE, for and in consideration of the promises, covenants, and agreements hereinafter contained and to be performed by the parties hereto, the said parties hereby covenant and agree as follows:

In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and other Conditions of the Contract hereinafter referred to

**EXPLANATORY GUIDELINES**

Enter date of contract signing, which will be the same date as given in the Letter of Acceptance.

Enter name and address of Executing Agency and the empowered officer.

Enter name of the Contractor who was the successful tenderer.

Enter the particulars of the project Works, which should be the same as those stated in the Tender Notice.

Enter the date and reference number of the Letter of Acceptance.



**WORDING IN CONTRACT DOCUMENT**

***Standard Forms***

**FORM OF CONTRACT AGREEMENT(Continued)**

2. The following documents shall be deemed to form and be read and construed as a part of this Agreement.
  - (a) the Contract Agreement
  - (b) the Letter of Acceptance
  - (c) the Form of Tender
  - (d) the Contract Data
  - (e) the Conditions of Contract
  - (f) the Additional Conditions of Contract.
  - (g) the Instructions to Tenderers
  - (h) the Technical Specifications
  - (i) the Drawings and
  - (j) the priced Bill of Quantities.
3. In consideration of the payments to be made by the Employer to the Contractor, as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer 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.
5. Addendum/Addenda issued (if any) shall be applicable in the respective places of the Contract Documents

USERS MANUAL TO THE TENDER  
SECTION 5

STANDARD FORMS

**EXPLANATORY GUIDELINES**

**WORDING IN CONTRACT DOCUMENT**

*Standard Forms*

**FORM OF CONTRACT AGREEMENT (Continued)**

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the said

Name \_\_\_\_\_  
on behalf of the Contractor

Name \_\_\_\_\_  
on behalf of the Employer

in the presence of :

in the presence of :

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**EXPLANATORY GUIDELINES**

To be signed by the nominated signatory of the Contractor as given in the Tender and by the authorised officer of the Executing Agency on behalf of the Employer

**WORDING IN CONTRACT DOCUMENT**

***Standard Forms***

**PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

To:

.....  
.....

[ *Designation and address of the officer authorised by the Employer*]

Subject : Our Unconditional Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_  
— for Tk. \_\_\_\_\_ (Taka \_\_\_\_\_) on  
behalf of \_\_\_\_\_ [ Name and address of Contractor]  
against the Performance Security for..... [ *Name  
and identification number of the Contract including key elements of Works  
with location*]

Dear Sir

WHEREAS \_\_\_\_\_ [ Name and address of the  
Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance  
of the Letter of Acceptance No. \_\_\_\_\_ dated \_\_\_\_\_ to  
execute ..... [ *Name and identification  
number of the Contract including key elements of Works with location*],  
(hereinafter called “the Contract”);

AND WHEREAS it has been stipulated by you in the said Contract that the  
Contractor shall furnish you with an Unconditional Bank Guarantee by any  
Scheduled Bank in Bangladesh for the sum specified therein as security for  
compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank  
Guarantee;

**EXPLANATORY GUIDELINES**

The Bank Guarantee should be addressed to the nominated Officer of the Executing Agency as authorised by the Employer.

Value to be entered in figures and words will be 10% of the Agreed Contract Price

Enter registered name and address of contractor

Enter particulars of the contract number and the Works, which will be the same as given in the Tender Notice.

Enter registered name and address of contractor

Enter date and reference number of Letter of Acceptance issued by the Employer

Enter particulars of the contract number and the Works, which will be the same as in the Tender Notice

**WORDING IN CONTRACT DOCUMENT**

***Standard Forms***

**PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)  
(Continued)**

NOW, THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Tk————— [in figure] (Taka ..... ) [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Tk. ———[in figure] (Taka ..... ) [ in words], as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you 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 till ————— [ The Employer will inform the Contractor the appropriate date as per Tender Documents], and we undertake that, at no cost to yourselves, and without need of notice or request we shall extend the guarantee by periods of not less than three months at a time such that a valid guarantee for the above sum and in the above terms is continuously in force until issuing of the Defects Liability Certificate.

**SIGNATURE AND SEAL OF THE GUARANTOR**

..... Name of the Bank  
..... Address  
..... Date

Notes : (i) To be submitted by the successful tenderer only on appropriate non-judicial stamp.

(ii) The Employer shall have the right to modify the above format if necessary.

**EXPLANATORY GUIDELINES**

Value to be entered in figures and words will be 10% of the Contract Price

Value to be entered in figures and words is 10% of the Contract Price

Usually the date will be the end of the Defects Liability Period.



**WORDING IN CONTRACT DOCUMENT**

*Standard Forms*

**QUALIFICATION INFORMATION OF THE TENDERERS**

**A. For Individual Tenderers or Individual Members of Joint Ventures.**

1. Name (s) :
2. Constitution or legal status of tenderer :
3. Place of registration :
4. Registration has been renewed up to year :
5. Principal place of business :
6. Correspondence address :.  
Telephone No. (if any)
7. Power of attorney of signatory of Tender
8. VAT Registration No.
9. A preliminary description of the contractor's proposed work methods and schedule of works, including drawings and charts as necessary

**EXPLANATORY GUIDELINES**

Attested copy documents should be enclosed with the Tender as required by Clause 5.1 of the Instructions to Tenderers in respect items 2 to item 5 and items 7 & 8

Item 9 can be amended or additional items added when further details are required as to how the contractor proposes to carry out particular operations

**WORDING IN CONTRACT DOCUMENT**

*Standard Forms*

**QUALIFICATION INFORMATION OF THE TENDERERS (Continued)**

10. Contractor's personnel and equipment which will be assigned to the project.
11. Information of any outstanding penalty or other sanction applied by any Employer upon the contractor.

SIGNATURE:.....  
NAME:.....  
NAME OF SIGNATORY:.....  
POSITION:.....  
ADDRESS:.....  
  
DATE:.....

**EXPLANATORY GUIDELINES**

Should be signed by the person nominated by the contractor in accordance with Clause 5.1 of the Instructions to Tenderers

**WORDING IN CONTRACT DOCUMENT**

*Standard Forms*

**FORM OF TENDER**

**Note : The Tenderer is requested to appropriately fill in all the blank spaces in this Form of Tender.**

To : .....

.....  
*[Name and address of Employer's designated officer]*

.....  
.....  
*[Name and identification number of the Contract including key elements of the Works with location]*

GENTLEMEN,

1. I/We offer to construct and install the Works described above in accordance with the Conditions of Contract, Contract Data, Additional Conditions of Contract, Technical Specifications, Drawings, and other particulars in the Tender Documents accompanying this Tender for the Tender Price as shown in the Bill of Quantities of Bangladeshi Tk. .... (in figure) (Taka ..... ) (in words), or such other sum as may be ascertained in accordance with the said Conditions of Contract and other particulars in the Tender Documents.
2. If this Tender is accepted, I/We shall furnish a Performance Security of an amount 10 percent of the Contract Price in the form of an unconditional Bank Guarantee from any Scheduled Bank of Bangladesh in accordance with the provisions of the Tender Documents acceptable to you

**EXPLANATORY GUIDELINES**

Enter the Name and address of the nominated officer of the Executing Agency authorised by the Employer.

Enter the Contract Number and the particulars of the Project Works which will be the same as given in the Tender Notice

The Contractor should fill in the Tender Price from the BoQ less of course any discount which may be offered.

**WORDING IN CONTRACT DOCUMENT**

***Standard Forms***

**FORM OF TENDER ( Continued)**

3. I/We enclose herewith the Tender Security of Tk. . . . . (in figure) (Taka . . . . .) ( in words) only in the form of Bank Draft /Pay Order of No. . . . . dated . . . . . from the Bank . . . . . for the Works mentioned above.

4. I/We agree to abide by this bid for a period of [*insert duration*] from the date of Tender Opening and shall remain binding on me/us and may be accepted at any time before the expiration of the above stated period.

5. Unless and until an agreement is executed, this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

6. I/We understand that you are not bound to accept the lowest or any Tender you may receive.

dated . . . . . day of . . . . . 19.....

SIGNATURE :.....  
NAME OF TENDERER: .....  
NAME OF SIGNATORY:.....  
POSITION:.....  
ADDRESS:.....

**EXPLANATORY GUIDELINES**

The Contractor should enter a value which is 2% of his Tender Price.

Enter the duration for the tender to be binding. Depending on the contract size this will vary from 60 days for small contracts ( contract period less than four months) up to 120 days for larger contracts ( duration 6 – 12 months)

Should be signed by the person nominated by the contractor in accordance with clause 5.1 of the Instructions to Tenderers



**WORDING IN CONTRACT DOCUMENT**

*Standard Forms*

**CERTIFICATE OF COMPLETION**

.....  
.....  
*[Name and Address of the  
Engineer appointed by the Employer]*

Date.....  
*[enter date letter prepared]*

To:  
.....  
.....  
*[Name and address of the Contractor]*

**Name and Description of Project** .....  
**Project Number** .....

We refer to your letter ( *see note 1* ) requesting issuance of a Certificate of Completion for the Works, pursuant to Clause 60.1 of the Conditions of Contract, and hereby confirm that, with the exception of those minor items of out-standing works as detailed in the attached list, the Works were duly completed on the ( *enter date of completion* ).

We confirm your undertaking to complete the out-standing works within ( *enter period of time* ) of the aforesaid date of Completion of the Works.

..... *[Signature of the “Engineer”]*

Signed  
..... *[Name of the “Engineer”]*

.....*[Enter date of signing]*

### EXPLANATORY GUIDELINES

#### Note 1

The contractor must first write to the Engineer pursuant to clause 60.1 notifying him that he considers that the Works have been substantially completed on a particular date. The Engineer must then carry out a detailed inspection of the Works and notify the contractor of any outstanding works and/or remedial works, which remain to be completed. If the Engineer considers that these outstanding works are minor and do not adversely affect the taking over of the Works by the Employer then the Engineer issues the Completion Certificate for the Works to the Contractor with a copy to the Employer. The list of outstanding and remedial works is attached to and forms part of the Completion Certificate. It is usual for the Engineer to hold meetings with both the Employer and the contractor in attendance to finalize matters prior to issuing the Completion Certificate.

Should the Engineer not agree that the Works have been substantially completed by the contractor then the Engineer must notify the contractor of the reasons for not issuing the Completion Certificate

The reference and date of the contractor's letter is to be entered at note 1 and the date agreed by the Engineer as being the due date of completion, which may differ from the contractor's originally requested date, is then entered at (*enter date of completion*)

The Engineer must notify the Contractor the time period within which the outstanding works are to be completed and the contractor must confirm in writing his agreement to complete the works in the stated time period.

If only part of the Works is to be taken over by the Employer then ***A Partial Completion Certificate*** is to be issued and the extent of that part of the Works which is to be handed over is to be stated in the *Partial Completion Certificate*. This can be easily done by attaching a marked up plan detailing the parts of the works which are to be taken over by the Employer

**WORDING IN CONTRACT DOCUMENT**

*Standard Forms*

**DEFECTS LIABILITY CERTIFICATE**

.....  
.....  
*[Name and Address of the  
Engineer appointed by the Employer]*

Date.....  
*[enter date letter prepared]*

To:  
.....

.....  
*[Name and address of the Employer]*

**Name and Description of Project** .....  
.....

**Project Number** .....

I/We, *[enter name of the Engineer]*, hereby certify that on the *[enter date]*, pursuant to Clause 41.5 of the Conditions of Contract, the Contractor, *[ enter name and address of contractor]*, fulfilled his obligations to execute and complete the Works described above and has remedied any defects therein to my/our complete satisfaction.

..... *[Signature of the “Engineer”]*

Signed

..... *[Name of the “Engineer”]*

.....*[enter date of signing]*

Date

**EXPLANATORY GUIDELINES**

This form is to be filled out by the Engineer, when the contractor has satisfactorily completed rectification of any remedial works duly notified by the Engineer during the Defects Liability Period (DLP) or within 14days after expiry of the DLP. This form confirms the Engineer's satisfaction that the works have been carried out by the contractor in accordance with the Contract and that the contractor has satisfactorily completed those remedial works which are to his account. The form is to be issued by the Engineer to the Employer with a copy to the contractor. **This form certifies that the contractor has completed the contract.**

**WORDING IN CONTRACT DOCUMENT**

***Standard Letters***

.....  
.....  
*[Name and Address of the  
contractor]*

Date.....  
*[enter date letter prepared]*

To:  
.....  
*Name and address of the Engineer]*

**Name of Project**  
**Issuance of Completion Certificate for the Works**

We write, pursuant to clause 60.1 of the Conditions of Contract, to advise you that the whole of the Works will be duly completed by the (*enter date of completion*) and request that you issue the Certificate of Completion for the Works with effect from this date.

We confirm that we will complete any minor outstanding and remedial works during the Defects Liability Period

Yours sincerely

.....  
*(name of authorized signatory  
for the contractor)*

for and on behalf of  
.....  
(legal trading name of Contractor)

**EXPLANATORY GUIDELINES**

In order that a Completion Certificate for the Works can be issued the contractor must first write to the Engineer pursuant to clause 60.1 notifying him that he considers that the Works have been or will be substantially completed on a particular date.

The Engineer must then carry out a detailed inspection of the Works and notify the contractor of any outstanding works and/or remedial works which remain to be completed. The Engineer may state a time period that he requires these outstanding works to be completed by.

Should the Engineer not agree that the Works have been substantially completed by the contractor then the Engineer must notify the contractor of the reasons for not issuing the Completion Certificate

Enter date when works will be completed

The person signing the letter must be an authorised signatory for the contractor. This will usually be the owner or the company's Contracts Director

This must be the legal trading name of the contractor and will be the same as given in the Tender Documents

STANDARD LETTERS  
**WORDING IN CONTRACT DOCUMENT**  
*Standard Letters*

.....  
*[Name and Address of the  
contractor]*

Date.....  
*[enter date letter prepared]*

To:

.....  
*Name and address of the Engineer]*

**Name of Project**  
**Issuance of Defects Liability Certificate for the Works**

We write, pursuant to clause 41.2 of the Conditions of Contract, to advise you that the Defects Liability Period for the above name project will be over on (*enter date*) and request that you carry out an inspection of the Works and issue your instructions for those remedial works, if any, which are to our account.

Following satisfactory completion of any aforesaid remedial works we look forward to your issuance of the Defects Liability Certificate pursuant to Clause 41.5 of the Conditions of Contract.

Yours sincerely

.....  
*(name of authorized signatory  
for the contractor)*

for and on behalf of

.....  
(legal trading name of Contractor)

Enter the date when the Defects Liability Period for the Works will be over. This will be derived from the date of the Completion of the Works plus the Defects Liability Period as stated in the Contract Data under clause 41.1

The person signing the letter must be an authorised signatory for the contractor. This will usually be the owner or the company's Contracts Director

**This must be the legal trading name of the contractor and will be the same as given in the Tender Documents**



**WORDING IN CONTRACT DOCUMENT**

**SECTION 6**

**TECHNICAL SPECIFICATIONS**

**6.1 Technical Specifications**

The Technical Specifications for this Contract will be the Roads and Highways Department Standard Technical Specifications dated May 2001.

**6.2 Particular Specifications**

*Enter here such information as is called for under Division 1 of the RHD Technical Specifications and any other technical specifications which are required for the particular Works that are not given in or vary from those given in the Technical Specifications*

### **EXPLANATORY GUIDELINES**

The new Technical Specifications have been developed as a General Specification and, as such, covers most aspects of those civil engineering works in common usage today in road construction in Bangladesh. However, in line with good engineering practice, it is important when designing any road scheme to check that all the necessary individual items of work, that will have to be carried out in the execution of the project, are covered in the new Technical Specifications and in sufficient detail. If not, then additional specification clauses are to be detailed under Particular Specifications in Section 6 of the Tender document to cover the particular items of work. The Technical Services Wing, Sarak Bhaban, Dhaka, and BRRL, Mirpur, Dhaka, should be contacted in the first instance to give assistance in the drafting and final approval of any such additional specification clauses. The same format for the Particular Specification clauses should be followed as used in the general Technical Specifications, that is, descriptions, specifications of materials, construction methods, methods of measurement and payment. Where the Particular Specification clause replaces or clarifies an existing clause in the general Technical Specification then the same clause numbering system is to be followed.

Division 1 of the Technical Specifications deals with General and Site Facilities which will have varying requirements from project to project and, as such, certain of the specification clauses, namely, clauses 1.2.1, 1.2.3, 1.2.4, 1.2.5, 1.3.1, 1.3.2 and 1.6.4 require that further details are provided in the Particular Specifications.

Clause 1.2.1 requires details to be provided for the Engineer's Field Office. Depending on the nature of the Project it may be necessary for the office to be portable. Typical example is given in Appendix 'B'.

Clause 1.2.3 requires details to be given of the equipment to be provided for the Engineer's Office. Typical equipment list is given in Appendix 'B'.

Clause 1.2.4 requires details to be given with regard to the type, number and location of the project sign boards.

Clause 1.2.5 requires details to be provided regarding any special survey equipment and the quantity of standard survey equipment that is to be provided for the project.

Clauses 1.3.1 and 1.3.2 deals with the quality control testing which is to be carried out at site ( Contractor's Laboratory ) and off site testing. A typical list of common laboratory testing equipment that would be recommended for use in a site laboratory is given in Appendix 'B'. BRRL can provide more details.

BILL OF QUANTITIES

**WORDING IN CONTRACT DOCUMENT**  
**SECTION - 7**  
**BILL OF QUANTITIES**  
**Preamble**

1. These Bills of Quantities should be read in conjunction with the relevant clauses and sections of the other Contract Documents.
2. Divisions 1 to 6 of the Technical Specifications include descriptions, specifications of materials, construction methods, methods of measurement and pay items. The item numbers in Bills Nos. 1 to 6 in the Bill of Quantities are the same as the pay items for the respective work in the Specifications.
3. Quantities in the Bill of Quantities are estimates. Actual quantities shall be computed net from the Drawings. In measuring earthworks, no allowance shall be made for temporary batters, working space, shoring, temporary works or bulking of the soil and the Contractor should make due allowance for these in his rates.
4. The rates, percentages and amounts tendered in the Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all constructional plant and equipment, labour, supervision, materials, erection, maintenance, overheads, insurances, profit, taxes and duty, together with all general risks, liabilities and obligations set out or implied in the Contract.
5. The Contractor should assume that no constructional plant and equipment will be available from the Roads and Highways Department and shall allow for obtaining constructional plant and equipment from other sources.
6. If the Contractor fails to enter at the time of Tender a unit rate, percentage or amount, as applicable, against an item in the Bill of Quantities, the Contractor shall be deemed to have included elsewhere in the Bill of Quantities for the work.
7. Provisional Sums included in the Bill of Quantities shall be expended in whole or in part at the direction of the Engineer in accordance with the Conditions of Contract.
8. The Contractor is responsible for ensuring that the necessary tests and measurements are carried out in order to ensure that the work complies with the Specifications. The Contractor shall give a minimum of 24 hours notice to the Engineer of each item of work which is due for testing. Any item of work which is covered or buried without tests being carried out may be rejected by the Engineer.

### **EXPLANATORY GUIDELINES**

As noted in item 2 of the preamble, the Bill of Quantities (BoQ) is based upon the different pay items as given in the Technical Specifications and the same numbering system and descriptions are used. It is important that no items of work are included in the BoQ that are not covered in the Technical Specifications or Particular Specifications. The measurement unit in the BoQ **must** be the same as given in the Specification.

Typical layouts of pages for a standard BoQ are given in Appendix 'A'.

Under the new form of Contract the contractor will be required to insert his own rate for the individual work items in the BoQ in order to arrive at his Tender Price for the Contract. The individual items of works given in the BoQ are subject to re-measure to reflect the amount of each item of work that has been carried out in the execution of the Contract Works as detailed on the drawings and instructed by the Engineer. As such the figures entered in the BoQ are in effect estimates only but should be based on an accurate take off of the quantities of work from the project drawings and /or work schedules.

The importance of preparation of accurate drawings and schedules for the project Works cannot be stressed enough as these will not only form the basis for quantifying the work but, just as importantly, they will provide a record and useful tool for assessing and monitoring the progress of and the changes to the project Works.

**APPENDIX 'A'**

<b>BILL OF QUANTITIES</b>					
<b>Name of Contract</b>					
<b>Contract Reference Number</b>					
<b>Link No</b>					
<b>Location</b>					
<b>Bill No 1 General &amp; Site Facilities</b>					
ITEM NO	DESCRIPTION	QUANTITY	UNIT	RATE (in Taka)	AMOUNT (in Taka)
1/1/1	Provision, Construction and Removal, as applicable, of Structures and Equipment for the Maintenance and Protection of		Lump Sum		
	Rate in Words				
1/1/2	Maintain Temporary Structures and Equipment for the Maintenance and Protection of		Day		
	Rate in Words				
1/2/1	Supply, Erect and Remove Field Office for the Engineer		Lump Sum		
	Rate in Words				
1/2/2	Maintenance, Staffing, Security and Cleaning of the Field Office for the		Month		
	Rate in Words				
1/2/3	Provision of Office Equipment and Consumables		Month		
	Rate in Words				
1/2/4	Provision, Maintenance and Removal of Sign Boards		Lump Sum		
	Rate in Words				
1/2/5	Provision and Maintenance of Survey Equipment		Month		
	Rate in Words				
1/2/6	Provision of Insurances for the Engineer's Office, Furniture and Equipment		Month		
	Rate in Words				
1/2/7	Progress Photographs		Month		
	Rate in Words				
1/3/1	Provide and Remove Site Laboratory and Equipment		Lump Sum		
	Rate in Words				
1/3/2	Maintain Site Laboratory		Month		
	Rate in Words				
1/3/3	Special or Additional Tests		Provisional Sum		
	Rate in Words				
1/4/1	Saloon Car 1200 cc Capacity		Month		
	Rate in Words				
1/4/2	Pick-up (Double Cab)		Month		
	Rate in Words				
1/4/3	Four Wheel Drive Vehicle minimum 6		Month		
	Rate in Words				
1/4/4	Motor Cycle 125 cc		Month		
	Rate in Words				
1/4/5	Motor Boat minimum 5 metre		Month		
	Rate in Words				
1/5/1	Relocation of Public Utilities		Provisional Sum		
	Rate in Words				
<b>Total Bill No 1</b>					
Total Amount in words					

<b>BILL OF QUANTITIES</b>					
<b>Name of Contract</b>					
<b>Contract Reference Number</b>					
<b>Link No</b>					
<b>Location</b>					
<b>Bill No 2 Earthworks</b>					
ITEM NO	DESCRIPTION	QUANTITY	UNIT	RATE (in Taka)	AMOUNT (in Taka)
2/1/1	Clearing and Grubbing Rate in Words		sq. m		
2/2/1	Roadway Excavation in Classified Unsuitable Material including Disposal off Site Rate in Words		cu.m		
2/2/2	Roadway Excavation in Classified Suitable Material including stockpiling on Site (applies Rate in Words		cu.m		
2/2/3	Roadway Excavation in Existing Pavement (Bituminous, Brick, Stone, Unreinforced Rate in Words		cu.m		
2/2/4	Roadway Excavation in Existing Reinforced Cement Concrete Pavement Rate in Words		cu.m		
2/2/5	Deduction of the Value of Materials Recovered from Existing Road Pavement Rate in Words		cu.m		
2/4/1	Channel Excavation in Classified Unsuitable Material Rate in Words		cu.m		
2/4/2	Channel Excavation in Classified Suitable Material including stockpiling on Site (applies to Excess Suitable Excavated Material only) Rate in Words		cu.m		
2/5/1	Excavation and Backfill for Structures Rate in Words		cu.m		
2/5/2	Concrete Backfill for Structures Rate in Words		cu.m		
2/5/3	Sand Backfill for Structures Rate in Words		cu.m		
2/6/1	Embankment Fill from Excavation on Site or Borrow Pit within the Right-of-Way Rate in Words		cu.m		
2/6/2	Embankment Fill from Borrow Pit in Contractor's Acquired Land Rate in Words		cu.m		
2/6/3	Sand Backfill to Swamp Rate in Words		cu.m		

USERS MANUAL TO THE TENDER  
Bills of Quantities

APPENDIX 'A'

<b>Bill No 2 Earthworks</b>		<b>continued</b>			
ITEM NO	DESCRIPTION	QUANTITY	UNIT	RATE (in Taka)	AMOUNT (in Taka)
2/7/1	Preparation of Subgrade 150 mm Depth Rate in Words		cu.m		
2/7/2	Preparation of Subgrade 300 mm Depth Rate in Words		cu.m		
2/8/1	Improved Subgrade Rate in Words		cu.m		
2/9/1	Dismantling Existing Structures including Stockpiling of Materials,back filling an removal of spoil(Individual Structures to be listed) Rate in Words		Lump Sum		
2/9/2	Dismantling portions of existing structures including stockpiling of materials, backfilling and removal of spoil(Individual structures to be listed) Rate in Words		Lump Sum		
2/9/3	Deduction of the Value of Recovered Materials Rate in Words		cu. m		
2/10/1	Construction of Soil Earthen Shoulders Rate in Words				
2/11/1	Construction of Hard Shoulders Rate in Words		cu. m		
2/12/1	Subgrade drains Rate in Words		Lin. M		
<b>Total Bill No 2</b>					
Total Amount in words					



<b>BILL OF QUANTITIES</b>					
<b>Name of Contract</b>					
<b>Contract Reference Number</b>					
<b>Link No</b>					
<b>Location</b>					
<b>Bill No 3 Pavement Works</b>					
ITEM NO	DESCRIPTION	QUANTITY	UNIT	RATE (in Taka)	AMOUNT (in Taka)
3/1/1	Scarify, Mix and Recompact Existing Pavement and/or Shoulder Rate in Words		sq. m		
3/1/2	Repair of Potholes on the Existing Pavement Rate in Words		cu.m		
3/2/1	Sub-base Rate in Words		cu.m		
3/3/1	Aggregate Base Type I Rate in Words		cu.m		
3/3/2	Aggregate Base Type II Rate in Words		cu.m		
3/6/1a	Bituminous Prime Coat(by machine) Rate in Words		sq. m		
3/6/1b	Bituminous Prime Coat(by hand) Rate in Words		sq.m		
3/7/1a	Bituminous Tack Coat(by machine) Rate in Words		sq. m		
3/7/1b	Bituminous Tack Coat(by hand) Rate in Words		sq. m		
3/8/1	Primer Seal Rate in Words		sq. m		
3/9/1	Cover Aggregate for Surface Treatment Rate in Words		tonne		
3/9/2	Bituminous Material for Surface Treatment Rate in Words		litre		
3/10/1	Dense Bituminous Surfacing - Base Course Rate in Words		cu.m		
3/10/2	Dense Bituminous Surfacing - Wearing Course Rate in Words		cu.m		
3/11/1	Premix Bituminous Carpeting Rate in Words		cu.m		
3/12/1	7mm Compacted Premix Bituminous Seal Coat Rate in Words		sq.m		
3/12/2	12mm Compacted Premix Bituminous Seal Coat Rate in Words		sq.m		
3/12/3	15mm Compacted Premix Bituminous Seal Coat Rate in Words		sq.m		
3/13/1	Brick on End Edging Rate in Words		lin metre		
3/13/2	Single Layer Brick Flat Soling including 75mm sand cushion Rate in Words		sq.m		
3/13/3	Herringbone Bond Brick Pavement including 12 mm Sand Cushion Rate in Words		sq.m		
<b>Total Bill No 3</b>					

<b>BILL OF QUANTITIES</b>					
<b>Name of Contract</b>					
<b>Contract Reference Number</b>					
<b>Link No</b>					
<b>Location</b>					
<b>Bill No 4 Foundation Work</b>					
ITEM NO	DESCRIPTION	QUANTITY	UNIT	RATE (in Taka)	AMOUNT (in Taka)
4/1/1	Bored Cast in Place Piles (Diameter as indicated on the Drawings and to be stated here) Rate in Words		lin metre		
4/1/2	Bored Cast in Place Pilot Piles (Diameter as indicated on the Drawings and to be stated here) Rate in Words		lin metre		
4/1/3	Mild Steel Reinforcing Bars Rate in Words		tonne		
4/1/4	High Yield Deformed Steel Reinforcing Bars Rate in Words		tonne		
4/1/5	Permanent Steel Casing Rate in Words		lin metre		
4/2/1	Driven Precast Piles (Diameter as indicated on the Drawings and to be stated here) Rate in Words		lin metre		
4/2/2	Driven Precast Pilot Piles (Diameter as indicated on the Drawings and to be stated here) Rate in Words		lin metre		
4/2/3	Mild Steel Reinforcing Bars Rate in Words		tonne		
4/2/4	High Yield Deformed Steel Reinforcing Bars Rate in Words		tonne		
4/3/1	King Post Rate in Words		lin metre		
4/3/2	Raker Piles (including Tie Bars) Rate in Words		lin metre		
4/3/3	Precast Planks (including Reinforcement Steel) Rate in Words		sq.m		
4/3/4	Mild Steel Reinforcing Bars to King Posts and Raker Piles Rate in Words		tonne		
4/3/5	High Yield Deformed Steel Reinforcing Bars to King Posts and Raker Piles Rate in Words		tonne		
4/4/1	Load Test on Cast in Place Working Pile Rate in Words		Number		
4/4/2	Load Test on Cast in Place Pilot Pile Rate in Words		Number		
4/4/3	Load Test on Pilot Driven Pile Rate in Words		Number		
4/5/1	Bitumen Slip Layer to Concrete Piles Rate in Words		m <sup>2</sup>		
4/6/1	Driven Bullah Piles (Dimensions to be stated) Rate in Words		lin metre		
<b>Total Bill No 4</b>					
Total Amount in words					

<b>BILL OF QUANTITIES</b>					
<b>Name of Contract</b>					
<b>Contract Reference Number</b>					
<b>Link No</b>					
<b>Location</b>					
<b>Bill No 5 Structures</b>					
ITEM NO	DESCRIPTION	QUANTITY	UNIT	RATE (in Taka)	AMOUNT (in Taka)
5/1/1	Single Layer Brick Flat Soling Rate in Words		sq.m		
5/1/2	Concrete Class (to be as Detailed on the Drawings and as stated here) Rate in Words		cu.m		
5/2/1	Mild Steel Reinforcing Bars Rate in Words		tonne		
5/2/2	High Yield Deformed Steel Reinforcing Bars Rate in Words		tonne		
5/2/3	Wire Mesh Reinforcement Rate in Words		tonne		
5/3/1	Prestressing Wire or Strand (as detailed on the Drawings and as stated here) Rate in Words		tonne		
5/4/1	Modifications to Existing Concrete (as Detailed on the Drawings and as stated here) Rate in Words		cu.m		
5/4/2	Concrete Surface Repair Works (Superstructures) Rate in Words		sq.m		
5/4/3	Concrete Surface Repair Works (Substructures) Rate in Words		sq.m		
5/4/4	Resin Repair Mortars Rate in Words		Kg		
5/4/5	Cement Mortar in Cracks Rate in Words		lin m		
5/4/6	Anchor and Tie Bars Rate in Words		tonne		
5/5/1	New and Extended Brickwork Rate in Words		cu.m		
5/5/2	Brick Drainage Layer Rate in Words		cu.m		
5/5/3	Replacement of Defective Existing Brickwork Rate in Words		cu.m		
5/5/4	Repointing of Existing Brickwork Joints Rate in Words		sq.m		
5/5/5	Steel Tie Bars and Pattress Plates Rate in Words		tonne		

USERS MANUAL TO THE TENDER  
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APPENDIX 'A'

<b>Bill No 5 Structures</b>		<b>continued</b>			
ITEM NO	DESCRIPTION	QUANTITY	UNIT	RATE (in Taka)	AMOUNT (in Taka)
5/6/1	Preparation and Painting of Existing Structures (as Detailed on the Drawings and as stated here) Rate in Words		m <sup>2</sup>		
5/7/1	Carriage of Bridge Steelwork from Port to Site Rate in Words		tonne		
5/7/2	Fixing of Bearings for Unit Bridging Rate in Words		Number		
5/7/3	Supply and Fixing of Elastomeric Bearings for Composite Bridge Construction Rate in Words		Number		
5/7/4	Assembly and Installation of Unit Bridging Rate in Words		lin metre		
5/7/5	Installation of Steelwork for Composite Bridge Construction Rate in Words		tonne		
5/7/6	Installation of Steel Post and Barrier Parapet to Reinforced Concrete Deck Slab Rate in Words		lin metre		
5/8/1	Expansion Joint Complete (as Detailed on the Drawings in the Location stated here) Rate in Words		lin metre		
5/8/2	Bridge Deck Joint Complete as Detailed on the Drawings Rate in Words		lin metre		
5/9/1	Provision and fixing of drainage to structure(s) (as detailed on the Drawings and stated here) Rate in Words		Lump Sum		
5/10/1	Embedment of Inserts and Fittings Rate in Words		Lump Sum		
<b>Total Bill No 5</b>					
Total Amount in words					

**BILL OF QUANTITIES**

**Name of Contract**  
**Contract Reference Number**  
**Link No**  
**Location**

**Bill No 6 Incidentals**

ITEM NO	DESCRIPTION	QUANTITY	UNIT	RATE (in Taka)	AMOUNT (in Taka)
6/1/1	Grouted Riprap Pavement Rate in Words		sq.m		
6/1/2	Concrete Slope Protection Rate in Words		sq.m		
6/1/3	Loose Stone Riprap Protection Rate in Words		cu.m		
6/1/4	Concrete Cut-off Rate in Words		cu.m		
6/2/1	Reinforced Concrete Culvert Pipe - Class A bedding (Diameter to be stated here) Rate in Words		lin metre		
6/2/2	Reinforced Concrete Culvert Pipe - Class B bedding (Diameter to be stated here) Rate in Words		lin metre		
6/3/1	Manhole ( Diameter to be stated here) Rate in Words		Number		
6/3/2	Catch Basin (Diameter to be stated ) Rate in Words		Number		
6/3/3	Concrete Side Ditch / U-Drain (As detailed on the Drawings) Rate in Words		lin metre		
6/3/4	Brick Headwall to Culvert Pipe (Pipe Diameter to be stated ) Rate in Words		Number		
6/4/1	Concrete Kerb Rate in Words		lin metre		
6/4/2	Combined Concrete Kerb and Gutter Rate in Words		lin metre		
6/5/1	Road Marking - Thermoplastic Material Rate in Words		sq.m		
6/5/2	Road Marking - Road Marking Paint Rate in Words		sq.m		
6/5/3	Reflecting Road Studs Rate in Words		Number		
6/5/4	Application of Ballotini Rate in Words		sq.m		

USERS MANUAL TO THE TENDER  
Bills of Quantities

APPENDIX 'A'

<b>Bill No 6 Incidentals</b>		<b>continued</b>			
ITEM NO	DESCRIPTION	QUANTITY	UNIT	RATE (in Taka)	AMOUNT (in Taka)
6/6/1	Topsoil Rate in Words		cu.m		
6/7/1	Grass Sodding Rate in Words		sq.m		
6/7/2	Grass Turfing Rate in Words		sq.m		
6/8/1	Guardrail Rate in Words		lin metre		
6/9/1	Concrete Monument Rate in Words		Number		
6/9/2	Concrete Post Rate in Words		Number		
6/10/1	Road Signs (Area to be stated ) Rate in Words		Number		
6/10/2	Sign Post (Size to be stated ) Rate in Words		Number		
6/11/1	Geotextile Filter Fabric Rate in Words		sq.m		
6/11/1	Furnishing and installing mattress Rate in Words		sq.m		
6/12/1	Palisiding Rate in Words		Lin.m		
<b>Total Bill No 6</b>					
Total Amount in words					

**BILL OF QUANTITIES**

Name of Contract  
Contract Reference Number  
Link No  
Location

**GRAND SUMMARY : BILL OF QUANTITIES (Non - Variation of Price Contract)**

BILL NO	DESCRIPTION	AMOUNT (in Taka)
1	<b>General &amp; Site Facilities</b>	0
	Amount in words	0
2	<b>Earthworks</b>	0
	Amount in words	0
3	<b>Pavement Works</b>	0
	Amount in words	0
4	<b>Foundation Work</b>	0
	Amount in words	0
5	<b>Structures</b>	0
	Amount in words	0
6	<b>Incidentals</b>	0
	Amount in words	0
	<b>Total of Bills 1 - 6 = Tender Price (A)</b>	0
	Amount in words	

Tender Price (A) to be accried forward to the Form of Tender in Section 8 by the tenderer to be included in the Tender Submission

SIGNED \_\_\_\_\_  
NAME OF TENDERER \_\_\_\_\_  
NAME OF SIGNATORY \_\_\_\_\_  
TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
DATE \_\_\_\_\_

<b>BILL OF QUANTITIES</b>		
<b>Name of Contract</b>		
<b>Contract Reference Number</b>		
<b>Link No</b>		
<b>Location</b>		
<b>GRAND SUMMARY : BILL OF QUANTITIES (Variation of Price Contract)</b>		
BILL NO	DESCRIPTION	AMOUNT (in Taka)
1	<b>General &amp; Site Facilities</b>	0
	Amount in words	0
2	<b>Earthworks</b>	0
	Amount in words	0
3	<b>Pavement Works</b>	0
	Amount in words	0
4	<b>Foundation Work</b>	0
	Amount in words	0
5	<b>Structures</b>	0
	Amount in words	0
6	<b>Incidentals</b>	0
	Amount in words	0
(A)	<b>Total of Bills 1 - 6 = Tender Price (A)</b>	0
	Amount in words	
(B)	<b>Provisional Sum for Price Contingency</b> at      % of (A) - specify percent	0
	Amount in words	
(C)	<b>Tender Price = (A) + (B)</b>	0
	Amount in words	
Tender Price (C) to be accried forward to the Form of Tender in Section 8 by the tenderer to be included in the Tender Submission		
SIGNED _____ NAME OF TENDERER _____ NAME OF SIGNATORY _____ TITLE _____ ADDRESS _____ DATE _____		



**APPENDIX 'B'**

## Particular Specifications

These Particular Specifications are to be read in conjunction with the Technical Specifications – Volume 3 of 4 of the Contract Documents.

*(In Division 1 of the Technical Specification certain clauses require that further details as to precise requirements for the particular project works are to be given in the Particular Specification, which forms Section 6 of The Tender document. Suggested proposed requirements to be included for these clauses for medium to large size contracts are given below.)*

### Clause 1.2.1 Field Office for the Engineer and his Staff

The offices are to be of brick construction with tiled or tin sheet roofing. The internal walls are to be plastered and painted and all windows are to be fitted with internally lockable shutters. All rooms are to be air-conditioned with the exception of the toilets. Detailed plans are to be prepared by the contractor of the office building for approval by the Engineer. The contractor may, subject to the approval of the Engineer, provide suitable prefabricated offices or alternatively rent a suitable house for use as the field office.

The following minimum room sizes shall apply to the office building:-

Facility	Number of Rooms	Size of Room M <sup>2</sup>
Resident Engineer	1	15
Ensuite toilet & shower to Engineer's office	1	5
Laboratory Technician	1	6
Inspectors	2	6
Computer Operator	1	6
Secretary/ General Office	1	10
Conference Room	1	20
Kitchen	1	10
Shower	1	3
Toilets	2	3

The contractor is to provide full support for the cleaning and maintenance of the Engineer's Office along with a dedicated cook, office peon, day and night guards.

### Clause 1.2.3 Office Equipment and Consumables

The following equipment and furnishings are to be provided for the office:-

Item of equipment/furniture	Number required
Air Conditioners	6
Computers	2
Laser Jet Printer, A3, Colour	1
UPS	3
Mobile Telephone	5
Photocopier, A3	1
Electronic Calculators	3
Resident Engineer's Desk 1.5m x 0.9m	1
Laboratory Technicians desk 1.4m x 0.85m	1
Inspectors Desks 1.4m x 0.85m	2
Secretary/Computer Desk	2
Arm Chair for desks	4
Secretary/Computer chairs	2
Visitor's Chairs	6
Steel Filing Cabinets	2
Steel Cupboards	2
Bookcases	6
Conference Table 3.5m x 1.5m	1
Conference Room Chairs	10

All desks are to have lockable draws and the steel filing cabinets and cupboards are to be fitted with secure locks.

**Clause 1.2.4 Sign Boards**

Project Sign Boards are to be erected at the start and end of the Works which state:-

- ◆ Name and Number of the Contract
- ◆ Name of the Employer and Employer's Agent
- ◆ Name of Consultant (if applicable)
- ◆ Name of Contractor
- ◆ Length of the Works
- ◆ Cost of the Works
- ◆ Date of Commencement and Completion

In addition other boards are to be erected before the start and after the end of any section of active works which state :” RHD Better Roads for the New Millenium” and “ We apologise for the inconvenience while improving your roads”.

**Clause 1.2.5 Survey Equipment**

The following items of Survey Equipment, for the use of the Engineer' s staff, shall be provided and maintained by the contractor in full working order:

<b>Item of Equipment</b>	<b>Number if Items</b>
Automatic Level	1
Leveling Staff, Telescopic	2
Theodolite	1
E.D.M.	1
50M Steel Tape	1
1M Metal Spirit Level	1

*Note:-*

*Depending on the size of the project the number of items of survey equipment will need to be adjusted, in particular the number of automatic levels and staffs.*

**Clause 1.3.1 Contractor's Site Laboratory**

The contractor's site laboratory should be equipped to carry out the following tests, which are stipulated in the Technical Specifications and detailed in the Standard Testing Procedures document:-

**Classification Tests – Soils**

- STP T3.1 – Determination of Moisture Content
- STP T3.2 – Atterburg Limits
- STP T3.3 – Particle Size Distribution

**Dry Density – Moisture Content Relationships**

- STP T4.3 – Standard Compaction
- STP T4.5 – Vibratory Compaction

**Strength Tests – CBR and Dynamic Cone Penetrometer.**

- STP T5.1 - California Bearing Ratio (CBR) Test.
- STP T5.2 – Dynamic Cone Penetrometer.

**Determination of In-Situ Density**

- STP T6.2 – Sand Replacement Method

**Tests for Aggregates and Bricks**

- STP T7.1 – Determination of Clay and Silt Content in Natural Aggregates
- STP T7.2 – Particle Size Distribution of Aggregates.
- STP T7.3 – Shape Tests for Aggregates
- STP T7.4 – Fine Aggregate: Density and Absorption Tests.
- STP T7.5 – Coarse Aggregate: Density and Absorption Tests.
- STP T7.7 – Aggregate Crushing Value and 10% Fines Value
- STP T7.8 – Tests for Bricks

**Tests on Cement \*\***

- STP T8.1 – Fineness of Cement
- STP T8.2 – Setting Time of Cement
- STP T8.3 – Compressive Strength of Cement

**Tests on Concrete\*\***

- STP T9.1 – Slump Test
- STP T9.2 – Concrete Strength of Concrete

**Tests for Bitumen and Bituminous Materials**

- STP T10.1 – Bitumen Penetration Test
- STP T10.3 – Specific Gravity Test Bitumen
- STP T10.4 – Bitumen Extraction Tests- Centrifuge Method

**Tests for Bitumen and Bituminous Materials**

- STP T10.9 – Marshall Stability and Flow
- STP T10.10 – Bulk Specific Gravity of Compacted Bituminous Mixtures Test
- STP T10.11 – Maximum Theoretical Specific Gravity of Paving
- STP T10.12 – Spray Rate of Bitumen

Note:

\*\* The requirement for carrying out the Cement and Concrete Tests will depend on whether or not the contract includes structural concrete work.