



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

STANDARD TENDER DOCUMENTS

VOLUME 1 of 4

THE TENDER

CONTRACT NAME.....

CONTRACT No.....

DATE.....

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SECTION - 1 INVITATION FOR TENDERS

1.1 Sample Notice for Single Contract

RHD Tender Invitation Notice

1. **Employer:** Government of the People's Republic of Bangladesh, Ministry of Communication, Roads & Highways Department
Sarak Bhaban,
2. **Tender Notice No:**
3. **Description of Work including name of road:**
4. **Location of Works:** Road No, Link No, Link Description,
From km to km
5. **Tender Security:** 2% of Tendered Price
6. **Eligibility of Contractors:** As per Territorial and Financial Limits of Enlistment
7. **Chargeable Head:**
8. **Time for Completion:**
9. **Name of Offices where Tenders will be sold:**
10. **Last Date and Time for Selling Tenders:**
11. **Date and Time for Submission of Tenders:**
12. **Name of Offices where Tenders will be received:**
13. **Date & time of Tender Opening:**
14. **Price of Tender Documents:**

.....
[Designation and address of the officer
authorised by the Employer to call the Tender]

1.2 Sample Notice for Multiple Contracts

RHD Tender Invitation Notice

- 1. **Employer:** Government of the People's Republic of Bangladesh, Ministry of Communication, Roads & Highways Department, Sarak Bhaban, Ramna, Dhaka.

- 2. **Tender Notice No:**
- 3. **Description and Location of Works:** See Group List below
- 4. **Tender Security:** 2% of Tendered Price
- 5. **Eligibility of Contractors:** See Group List below (As per Territorial and Financial Limits of Enlistment)

- 6. **Chargeable Head:**
- 7. **Time for Completion:** See Group List below
- 8. **Name of Offices where Tenders will be sold:**
- 9. **Last Date and Time for Selling Tenders:**
- 10. **Date and Time for Submission of Tenders:**
- 11. **Name of Offices where Tenders will be received:**
- 12. **Date & time of Tender Opening**
- 13. **Price of Tender Documents:** See Group List below
- 14. **Group List**

Group No	Description of work including name of road	Location of Work						Time for Completion	Price of Tender Document	Eligibility of Contractors
		Road No	Link No	Link Name		From km	To km			
				From	To					

.....
[Designation and address of the officer authorised by the Employer to call the Tender]

SECTION - 2 INSTRUCTIONS TO TENDERERS

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SECTION -2 INSTRUCTIONS TO TENDERERS

A. General

1. **Scope of Tender**
- 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 "3rd 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.]**
- 1.2 The institution representing the "Employer" shall be the "Roads and Highways Department" hereinafter referred to as "Executing Agency" of the Employer.
- 1.3 The successful bidder will be expected to complete the whole Works within **[Insert Time for completion]** from the date of commencement of the Works.
- 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]**
- 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]**
- 1.6 Sealed Tenders will be opened at **[Mention time]** on **[Mention date]** in the office of the **[Name of the officer with address]** in the presence of the tenderer/tenderers' representatives who may choose to attend.

- 1.7 Each Tender must be accompanied by a Tender Security of the amount of minimum 2 percent of the Tender Price quoted by the tenderer in the form of Bank Draft or Pay Order from any Scheduled Bank of Bangladesh. This is applicable for both the tenderers who have got fixed deposit in favour of the Executing Agency and the non-fixed deposit holders.
2. **Chargeable head** 2.1 The payment of this Contract is chargeable to [**Name of the head**].
3. **Receipt for Money Paid by the Tenderer** 3.1 The tenderer shall be responsible for submitting with the Tender a receipt for purchase of the Tender Documents which has been duly signed by the authorised officer for selling the Tender Documents.
4. **Eligibility of Tenderers** 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.
5. **Qualification of the Tenderer** 5.1 All tenderers shall include the following information and documents with their tenders in addition to such further information as may be required to be supplied by the tenderer in accordance with the Standard Form for 'Qualification Information of The Tenderers ' as given in Section-5:
- (a) attested copies of original documents defining the constitution or legal status, place of registration, and principal place of business;
 - (b) written Power-of-Attorney of the signatory to the Tender to commit the Tenderer;
 - (c) details of ongoing works and forward workload for the next twelve months; and
 - (d) the following duly attested copy documents are to be submitted along with the Tender:
 - i. Income Tax Certificate for the preceding year;
 - ii. Value Added Tax (VAT) Certificate.
 - iii. Full copy of the Contractor's RHD Registration Book

Any Tender that is not accompanied by such attested copy documents will be considered a non-conforming tender and shall be summarily rejected.

- (e) An undertaking by the Contractor that no penalty or other form of sanction has been imposed by RHD or other employer for a period of 12 months. Where such penalty or sanction has been applied, details should be provided.

- 5.2 Tender submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
- (a) the Tender shall include all the information listed in sub-clause 5.1 (a) and (b) above for each joint venture partner;
 - (b) The Tender shall be signed so as to be legally binding on all partners;
 - (c) One of the partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a notarised or registered Power-of-Attorney signed by legally authorised signatories of all the partners;
 - (d) The partner in charge shall be authorised to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
 - (e) All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under (c) above;
 - (f) a copy of the Contract Agreement entered into by the joint venture partners shall be submitted with the Tender; and
 - (g) An attested copy of the Value Added Tax (VAT) registration certificate of the joint venture shall be included in the Tender.

5.3 All tenderers shall provide in the Standard Form - "Qualification Information of the Tenderer," given in Section 5, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary which will be superseded by a detailed program after signing the Contract Agreement.

6. **One Tender per Tenderer** 6.1 Each tenderer shall submit only one Tender, either by himself or as a partner in a joint venture. A tenderer who submits or participates in more than one Tender will be disqualified and tenders thus submitted will be summarily rejected.
7. **Calling of Tender more than one Time** 7.1 This Tender may be called for more than one time. In the case of subsequent calls Tender Security deposited by the tenderers of the previous call(s) will be valid for the tenderers to participate in the subsequent call(s). A tenderer who has submitted Tender in any call, can participate in the subsequent call(s) only if he wishes to quote lower Tender Price than the Tender Price(s) submitted earlier. In such case the Tender Price(s) obtained in the 1st and subsequent calls together will be considered for award.

8. **Cost of Tendering** 8.1 The tenderer shall bear all costs associated with the preparation and submission of his Tender, and the Employer will in no case be responsible or liable for those costs.
9. **Site Visit** 9.1 The tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility and at his own risk all information that may be necessary for preparing the Tender and entering into a contract for execution of the works. The costs of visiting the Site shall be at the tenderer's own expense.

B. Tender Documents

- 10 **Content of Tender Documents** 10.1 The set of Tender Documents comprises the documents listed below and addenda issued in accordance with clause 12 of this section.

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THE TENDER

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 Section – 2 : Instructions to Tenderers
 Section – 3 : Conditions of Contract.
 Section – 4 : Contract Data.
 Section – 5 : Standard Forms and Letters
 Section – 6 : Technical Specification
 Section – 7 : Bill of Quantities

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DRAWINGS

- 11 **Clarification of Tender Documents** 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.
- 12 **Amendment of Tender Documents** 12.1 Before the deadline for submission of tenders, the Employer may modify the Tender Documents by issuing addenda.
- 12.2 Any addendum thus issued shall be part of the Tender Documents and shall be enclosed with the Tender during submission of the Tender by the tenderer. Any addendum thus issued by the Employer will be communicated in writing and by either cable, telex or facsimile from the offices where the Tender Documents have been sold. The addendum will be issued free of cost to all tenderers who have already purchased the Tender and shall become part of the Contract Agreement.
- 12.3 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer may extend the deadline for submission of Tenders, in accordance with sub-Clause 22.2 below of this section.

C. Preparation of Tenders

- 13 **Language of Tender** 13.1 All documents relating to the Tender shall be in the English language.
- 14 **Documents Comprising the Tender** 14.1 The Tender submitted by the tenderer shall comprise the following :
(a) The Form of Tender;
(b) Tender Security;
(c) Priced Bill of Quantities;
(d) Qualification Information of the Tenderer and supporting documents;
(e) Alternative offers (if provided for in Tender Documents) and
(f) Any other materials required to be completed and submitted by tenderers in accordance with the instructions of the Tender Documents.
- The documents listed above as (a), (c) and (d) shall be filled in without exception.
- 15 **Tender Prices** 15.1 The Contract shall be for the whole Works, as described in Sub-clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.
- 15.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items in the Bill of Quantities for which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 15.3 All duties, taxes (income taxes, value added taxes, business taxes etc.), and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of tenders, shall be included in the rates and prices and the total Tender Price submitted by the tenderer.
- 15.4 Unless otherwise stated in the Contract Data, the unit 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.
- 16 **Currency of Tender and Payment** 16.1 The unit rates and the prices shall be quoted by the tenderer entirely in Bangladeshi Taka. All payments to the contractor shall be made in Bangladeshi Taka.
- 17 **Tender Validity** 17.1 Tender shall remain valid for [**Put number**] days after the date of Tender Opening.
- 17.2 In exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing or by cable. A tenderer may refuse the request without forfeiting his Tender Security. A tenderer agreeing to the request will not be

- 17.2 required or permitted to modify his Tender, but will be required to extend the validity of his Tender Security for the period of the extension, and in compliance with Clause 18 in all respects.
- 18 **Tender Security**
- 18.1 The tenderer shall furnish, as a part of his Tender, a Tender Security of an amount as mentioned in Sub-Clause 1.7 of this section.
- 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*]
- 18.3 Any Tender not accompanied by an acceptable Tender Security shall be summarily rejected by the Employer.
- 18.4 The Tender Security of unsuccessful tenderers will be discharged/returned within 15 days after the end of the Tender validity period specified in Sub-Clause 17.1 of this section or after signing the Contract Agreement by the successful tenderer.
- 18.5 The Tender Security of the successful tenderer will be discharged/returned after the signing of the Contract Agreement.
- 18.6 The Tender Security will be forfeited
- (a) if the tenderer withdraws his Tender during the period of Tender validity;
 - (b) if the tenderer does not accept the correction of his Tender price, pursuant to Clause 29 of this section, or
 - (c) in the case of successful tenderer, if he fails within the specified time limit to
 - (i) furnish the required Performance Security;
 - or
 - (ii) sign the Contract Agreement
 - (d) provide any false statement in his Tender submission.
- 19 **Alternative Proposals by Tenderers**
- 19.1 Tenderers shall submit offers that comply with the requirements of the Tender Documents, including the basic technical design as indicated in the drawings and specifications. Alternatives will not be considered unless specifically requested in the Contract Data.
- 20 **Format and Signing of Tender**
- 20.1 The tenderer shall prepare one set of the documents comprising the Tender as described in Clause 14 of this section.
- 20.2 The tenderer shall prepare the Tender in the original Tender Documents described in Clause 10 which he has purchased for tendering.
- 20.3 The Tender shall be typed or written in indelible ink. The places specified for signature in the Tender Documents shall be signed by the person or persons duly authorised

- 20.3 to sign on behalf of the tenderer pursuant to Sub-Clause 5.1(a) or 5.2(b) as the case may be. All other pages of the Tender Documents and all amendments made shall be initialed by the person or persons signing the Tender.
- 20.4 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender. In the event of any correction resulting in confusion the Employer shall adjudicate and his decision shall be final and binding.
- 21 **Sealing and Marking of Tenders**
- 21.1 After completing the Tender the tenderer shall enclose the complete Tender in an envelope which shall be properly sealed and marked with the tenderer's name and address on the front upper left hand corner and the name and identification number of Contract on the front lower left hand corner. The complete envelope shall then be delivered in person or sent by registered mail to one of the addresses mentioned in Sub-Clause 1.5 of this section to arrive before the time and date of closing stated in the Contract Data.
- 21.2 If the envelope is not sealed and marked as above, the Employer assumes no responsibility for the misplacement or premature opening of the Tender.
- 21.3 Any Tender received by the Employer after the deadline prescribed in Sub-Clause 1.5 of this section it will be returned unopened to the Tenderer.
- 22 **Deadline for Submission of Tenders**
- 22.1 Tenders shall be delivered to the Employer at the address/addresses specified and no later than the time and date specified in Sub-Clause 1.5 of this section.
- 22.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 12 of this section, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.
- 23 **Late Tenders**
- 23.1 Any Tender received by the Employer after the deadline prescribed in Clause 22 of this section will be returned unopened to the tenderer and will not be considered a valid Tender.
- 24 **Modification and Withdrawal of Tenders**
- 24.1 Once the Tender is submitted, the tenderers shall not be permitted to modify or withdraw his Tender after the deadline for submission of tenders.
- 24.2 Withdrawal of a Tender between the deadline for submission of Tender and expiration of the period of Tender validity shall result in the forfeiture of the Tender Security pursuant to Clause 18 of this section.

D. Tender Opening and Evaluation

- 25 **Tender Opening**
- 25.1 The Employer's authorized representative will open the Tenders in the presence of the tenderers or their representatives who choose to attend at the time and in the place specified in Sub-clause 1.6 of this section.
- 25.2 The tenderers' names, the Tender prices, the presence or absence of Tender Security, and such other details as the Employer may consider appropriate, will be announced at the opening. Any Tender price which is not read out and recorded at Tender Opening will not be taken into account in Tender evaluation.
- 25.3 The Employer's representative shall prepare the Tender Opening statement, including the information disclosed to those present in accordance with above Sub-Clause.
- 26 **Process to be Confidential**
- 26.1 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer's processing of tenders or award decisions may result in the rejection of his Tender.
- 27 **Clarification of Tenders**
- 27.1 To assist in the examination, evaluation, and comparison of tenders the Employer may, at his discretion, ask any tenderer for clarification of his Tender, including analysis of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders in accordance with Clause 29 of this section.
- 28 **Examination of Tenders & Determination of Responsiveness**
- 28.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each Tender (a) is submitted by an eligible tenderer pursuant to Clause 4 of this section; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the Tender Documents.
- 28.2 A substantially responsive Tender is one which conforms to all the terms, conditions and specifications of the Tender Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender Documents, the Employer's rights or the tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

- 28.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and will not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 29 **Correction of Errors**
- 29.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.
- 29.1
- 29.2 The amount stated in the Form of Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors which shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount of Tender, his Tender will be rejected, and the Tender Security may be forfeited in accordance with Sub-Clause 18.6 (b) of this section.
- 30 **Evaluation and Comparison of Tenders**
- 30.1 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 28 of this section.
- 30.2 In evaluating the tenders, the Employer will determine for each Tender the Evaluated Tender Price by adjusting the Tender Price as follows :
- (a) making any correction for errors pursuant to Clause 29; and
 - (b) excluding Provisional Sum if any, for Price Contingency in the Grand Summary: Bill of Quantities.
- 30.3 If the Tender, which results in the lowest Evaluated Tender Price, is seriously unbalanced or front loaded in relation to the Engineer's estimate of the items of work to be performed under the contract, the Employer may require the tenderer to produce detailed 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 Employer may require that the amount of the Performance Security set forth in Clause 34 be increased at the expense of the tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful tenderer under the Contract.

E. Award of Contract

- 31 **Award Criteria** 31.1 Subject to Clause 32 of this section, the Employer will award the Contract to the tenderer whose Tender has been determined to be substantially responsive to the Tender Documents and who has offered the lowest Evaluated Tender Price, provided that such tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 4, and (b) qualified in accordance with the provisions of Clause 5 of this section.
- 32 **Employer's Right to Accept any Tender and to Reject any or all Tenders** 32.1 Notwithstanding Clause 31 above, the Employer reserves the right to accept or reject any Tender (lowest price or otherwise), and to cancel the Tender process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Employer's action.
- 33 **Notification of Award** 33.1 Prior to expiration of the period of Tender validity prescribed by the Employer, the Employer will notify the successful tenderer by letter that his Tender has been accepted. This letter (hereinafter and in the conditions of contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 33.2 The notification of award will constitute the formation of the Contract, subject to the furnishing of the Performance Security in accordance with Clause 34 and signing the Contract Agreement in accordance with Clause 35 by the successful Tenderer.
- 34 **Performance Security** 34.1 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].
- 35 **Signing of Contract Agreement** 35.1 After furnishing the required Performance Security, the successful tenderer will sign the Contract Agreement. Necessary documents for signing the Contract 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 office 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.

- | | | | |
|----|--|------|---|
| 36 | Cancellation of Award and Forfeiture of the Tender Security | 36.1 | Failure of the successful tenderer to comply with the requirements of Clause 34 or Clause 35 of this section shall constitute sufficient grounds for cancellation of Award and forfeiture of the Tender Security. The Award may then be made to other tenderer, or alternatively the Employer may call for new tenders. |
| 37 | Notice to Commence | 37.1 | After signing the Contract Agreement the Employer will issue Notice to Commence to the successful tenderer within the period as stated in the Contract Data to commence the Works. |

SECTION – 3

CONDITIONS OF CONTRACT

3.1 Conditions of Contract

The Conditions of Contract for the Works shall be the Standard Roads and Highways Department's Conditions of Contract, September 2001, Approved by the Ministry of Law on 16/2/1999. These Conditions of Contract form Volume 2 of the Contract Documents

3.2 Additional Conditions of Contract

NIL

In absence of any Additional Condition of Contract insert here "Nil"

Additional Conditions shall ONLY be applied with formal approval of the Chief Engineer, RHD.

Insert here Additional Conditions of Contract, if any, required for the Works to be executed which shall not contradict with any Condition of Contract or other part of the Tender Documents

SECTION - 4 CONTRACT DATA

Note : The Contract Data shall be read in conjunction with the Conditions of Contract

Conditions of Contract Clause reference

- 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.**]
- 1.1 (2) [**Name of the Executing Agency representing the Employer.**]
- 1.1 (3) [**Designation of the Superintending Officer, representing the Employer, and name and address of the office.**]
- 1.1 (4) [**Designation of the Engineer, representing the Employer, and name and address of the office.**]
- 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.
- 1.1 (16) 'Time for Completion' is within [**Put number**] days.
- 29.1 The Contractor shall submit detailed program within [**Put number**] days after the date of signing the Contract Agreement.
- In preparing the works programme the contractor shall take into account the normal climatic conditions prevalent in the area in which the Works are located. No subsequent claims for delays to the Works will be entertained for the effects of seasonal rainfall, cyclones or other calamities which occur during the normal seasons for such events.
- 37.1 The Technical Specifications referred to in sub-clause 6.1 of Section 6 of this document shall apply. Where additional Technical Specification clauses are applicable to this project they are detailed in sub-clause 6.2 of Section 6 of this document under "Particular Specifications", which shall have precedence over the contents of the Standard Technical Specifications and the Standard Testing Procedures.

Conditions of Contract
Clause reference

41.1 The 'Defects Liability Period' is [**Put number**] days

41.5 The last sentence of Clause 41.5 is to be deleted and replaced with the following:

The Defects Liability Certificate shall be issued by the Engineer within twenty-eight days (28 days) of the Contractor remedying to the satisfaction of the Engineer any and all defects previously notified under Clause 41.2.

44.1 **Compensation for Delay**

The Contractor shall pay as compensation an amount equal to 10 percent of the Contract Price divided by number of days in one-third of the Time for completion of the Works stated in the Contract for every day that commencement on site is delayed after 14 days from the date of the Notice to Commence.

The Contractor shall pay as compensation an amount equal to 10 percent of the Contract Price divided by number of days in one-third of the Time for completion of the Works stated in the Contract for every day that the work remains unfinished after the due date for Completion of the Works.

47 **The second paragraph shall be deleted and replaced by the following:**

However if the final quantity of work shall differ from the quantity stated in the Bills of Quantities for any item by more than 25 percent, provided the change in that item exceeds 2 percent of the initial Contract Price, the Engineer shall agree an appropriate adjustment to the unit rate to be used in the determination of the total value of the Bill of Quantity work item as described in Clause 48 below.

48 **Delete existing clause 48.1 and replace with the following:**

If the altered, additional or substituted work includes any items of work, for which no rates are specified in the Contract, then the Engineer is to agree suitable rates with the contractor. Where the Engineer and the contractor can not agree rates the Engineer shall fix such rates as are, in his opinion, appropriate and shall notify the contractor accordingly.

No altered, additional or substituted work shall be carried out by the contractor unless instructed by the Engineer in writing with the approval of the Employer.

- 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.
- 53 No Insurance cover is to be provided in the joint names of the Employer and the Contractor under this Contract; however, the Contractor is to provide insurance cover for all risks and events which are the Contractor's responsibility under Clause 11, 26 and 27.
The contractor shall provide copies of the insurance policies required under the Contract to the Engineer for record purposes.
- 54 The minimum amount of Third Party Insurance shall be TK
[*Put in Value*]
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.

SECTION – 5

STANDARD FORMS AND LETTERS

5.1 Standard Forms

The Standard Forms to be submitted with the Tender and for use with the Contract are:

- ◆ Form of Letter of Acceptance
- ◆ Standard Form of Contract Agreement
- ◆ Standard Form of Bank Guarantee (Unconditional)
- ◆ Qualification Information of the Tenderers
- ◆ Form of Tender
- ◆ Certificate of Completion
- ◆ Defects Liability Certificate

5.2 Standard Letters

- ◆ Letter for issuance of Completion Certificate
- ◆ Letter for issuance of Defects Liability Certificate

The Standard Forms and letters are provided on the following pages.

FORM OF LETTER OF ACCEPTANCE

.....
.....

[*Name and Address of the officer 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.

Your 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.

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*]

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:

1. 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.
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.

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

in the presence of :

Name _____

Address _____

Name _____
on behalf of the Employer

in the presence of :

Name _____

Address _____

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;

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.

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
10. Contractors 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

QUALIFICATION INFORMATION OF THE TENDERERS continued

B. For Joint Ventures

1. Name (s) :
2. Head office Address
Telephone No. :
3. Correspondence Address
Telephone No . :
4. VAT Registration No . :
5. Names of Partners
 - a.
 - b.
 - c.
 - .
6. Name of Partner
In Charge :
7. Power of Attorney of
Partner in Charge :
8. Joint Venture
Agreement :
 - a. Date of Agreement :
 - b. Place :
9. A preliminary description of the contractor's proposed work methods and schedule of works, including drawings and charts as necessary
10. Contractors 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 OF TENDERER:
NAME OF SIGNATORY
POSITION
ADDRESS:.....
DATE

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 office]

.....

.....

[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.

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 :

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 (**enter reference and date of contractor's letter**) 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 outstanding 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]**
Date

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 Engineer]**, hereby certify that on **[enter date]**, pursuant to Clause 41.5 of the Conditions of Contract, the Contractor, **[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

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)

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)

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

Clause 1.2.1 [*Enter details for the Engineer's office including type of construction, number and size of rooms and furniture to be provided under the contract . If no office is to be provided for the Engineer then enter under this clause "No office is to be provided under the Contract"]*

Clause 1.2.3 [*Enter details of the office equipment and computers which are to be supplied for the Engineers office under the Contract. The list should also include full details of any kitchen equipment which is to be supplied for the office. Under this clause should also be listed all non standard stationery, kitchen and bathroom consumables which are to be provided for the Engineer's office]*

Clause 1.2.4 [*Enter here full details of the project sign boards and the number and location where they are to be provided]*

Clause 1.2.5 [*Enter the numbers of each item of the Standard Surveying Equipment as given in Standard Specification clause 1.2.5 are to be provided. If any specialist surveying equipment is to be provided then this should be listed and detailed here.]*

Clause 1.3.1 [*Enter here details (type of construction, size of rooms, washing facilities, power supply etc) of the site laboratory which is to be provided and maintained by the contractor for the site testing of the Works. Also list out the testing equipment and consumables (reagents, filter papers etc) which are to be supplied and the tests which are to be carried out]*

Clause 1.3.2 [*Enter here a list of those tests which will be required to be carried out at off-site testing facilities and also list those testing facilities which are approved for carrying out such tests]*

Clause 1.6.4 [*Enter here the requirements for the As-Built drawings]*

Then enter here any other technical specifications which are required for the particular Works and are not given in or vary from those given in the RHD Standard Technical Specifications

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.

Add here any additional particular requirements that may apply to the specific contract Bills of Quantities (B.o.Q.) and then enclose the unpriced contract B.o.Q.