

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার
পল্লী উন্নয়ন ও সমবায় বিভাগ
আমার বাড়ি আমার খামার প্রকল্প
প্রবাসী কল্যাণ ভবন (লেভেল-১৩)
৭১-৭২, ইস্কাটন গার্ডেন, ঢাকা-১০০০
www.ebek-rdcd.gov.bd

স্মারক নং-আবাআখা/প্রশা/পরিপত্র/১৭ (অংশ)/২০১৬- ৬৯০০

তারিখঃ ০৯.০৯.২০২০ খ্রি.

বিষয়ঃ আমার বাড়ি আমার খামার প্রকল্প (৪র্থ সংশোধিত) এর আওতায় মার্কেটিং সেন্টার নির্মাণে কোটেশন আহ্বান পদ্ধতি প্রয়োগ প্রসঙ্গে।

আমার বাড়ি আমার খামার প্রকল্প (৪র্থ সংশোধিত) এর আওতায় দেশের বিভিন্ন উপজেলা ও জেলা সদরে অফিস কাম মার্কেটিং সেন্টার নির্মাণ করা হচ্ছে। ১০০০ বর্গফুট আয়তন বিশিষ্ট ভবন নির্মাণের জন্য বরাদ্দ মাত্র ১০.০০ লক্ষ টাকা। বরাদ্দকৃত এ অর্থের সর্বোত্তম ব্যবহার নিশ্চিত কল্পে প্রকল্পের আরডিপিপিতে আলোচ্য নির্মাণ কাজ কোটেশন আহ্বান পদ্ধতিতে করার সংস্থান রাখা হয়েছে। পাবলিক প্রকিউরমেন্ট বিধি মালা-২০১৮ এর বিধি ৬৯-৭২ এ কোটেশন পদ্ধতির বিস্তারিত বিবরণ লিপিবদ্ধ আছে। এই বিধিমালায় তফসিল-১ এর টেবিল-২ এ কোটেশন আহ্বান পদ্ধতিতে কার্য ও ভৌত সেবা ক্রয়ের ক্ষেত্রে PW-1 ফরমেট ব্যবহার (কপি সংযুক্ত) এবং তফসিল-২ এ উন্নয়ন প্রকল্পের ক্ষেত্রে কার্য ও ভৌত সেবা অনধিক ১০.০০ লক্ষ টাকা পর্যন্ত কোটেশন আহ্বান পদ্ধতিতে ক্রয়ের বিধান আছে। অর্থ বিভাগ কর্তৃক জারীকৃত উন্নয়ন প্রকল্পের প্রকল্প পরিচালকদের আর্থিক ক্ষমতা অর্পণ আদেশের ২৮ ক্রমিকে টেন্ডার বিজ্ঞাপন ব্যতীত কোটেশনের মাধ্যমে কার্য ও ভৌত সেবা ক্রয়ে এককালীন ১০.০০ লক্ষ টাকা ব্যয়ের বিধান আছে (কপি সংযুক্ত)।

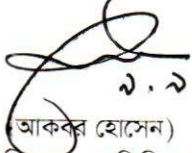
২। প্রকল্পের ৪র্থ সংশোধিত ডিপিপি'তে অফিস কাম মার্কেটিং সেন্টার নির্মাণে নিম্নোক্তভাবে রিকোয়েস্ট ফর কোটেশন (RFQ) কমিটি গঠন করা হয়েছে:

- ১। উপজেলা নির্বাহী অফিসার-----সভাপতি;
- ২। উপজেলা প্রকৌশলী কার্যালয়ের একজন উপ-সহকারী প্রকৌশলী-----সদস্য;
- ৩। উপজেলা প্রকল্প বাস্তবায়ন কর্মকর্তা-----সদস্য;
- ৪। উপজেলা সমন্বয়কারী, আমার বাড়ি আমার খামার প্রকল্প-----সদস্য সচিব।

কমিটি পিপিআর-২০০৮ এর বিধান অনুসরণ করে রিকোয়েস্ট ফর কোটেশন পদ্ধতিতে অফিস কাম মার্কেটিং সেন্টার নির্মাণ খাতে বরাদ্দকৃত অর্থ ব্যয়ে ভবন নির্মাণ কাজ সম্পন্ন করবেন। অর্থ ব্যয়ে সকল বিধি বিধান প্রতিপালন করবেন।

৩। অর্থ বিভাগের ১৬.০৮.২০১৫ তারিখের ০৭.১১১.০৩১.০১.০০.০১৩.২০১০-৫৭৫ নং পরিপত্রে জারীকৃত উন্নয়ন প্রকল্প বাস্তবায়নের জন্য প্রকল্প পরিচালকগণ-কে প্রদত্ত আর্থিক ক্ষমতা অর্পণ আদেশের ৩৭ ক্রমিকের ক্ষমতা অনুযায়ী প্রকল্পের ২০২০-২১ অর্থ বছরের এডিপি বরাদ্দের মূলধন ব্যয়ের অর্থনৈতিক কোড ৪১১১২০১ (উপজেলা মার্কেটিং সেন্টার নির্মাণ) এর আওতায় বরাদ্দকৃত অর্থ ১০.০০ লক্ষ টাকা পর্যন্ত কোটেশন আহ্বান পদ্ধতিতে ক্রয় করার জন্য উপজেলা নির্বাহী অফিসারগণদের নিকট ক্ষমতা পুনঃঅর্পণ করা হলো। এতদসংক্রান্ত ইতোপূর্বের সকল আদেশ বাতিল করা হলো।

সংযুক্তিঃ বর্ণনা মোতাবেক।


১১.১১.২০২০
(আকবর হোসেন)

প্রকল্প পরিচালক (অতিরিক্ত সচিব)

ফোনঃ ৯৩৫৯০৮৩; ফ্যাক্সঃ ৯৩৪৮২০৬

headoffice@ebek-rdcd.gov.bd

উপজেলা নির্বাহী অফিসার (সকল)

ও

সভাপতি

রিকোয়েস্ট ফর কোটেশন (RFQ) কমিটি

আমার বাড়ি আমার খামার প্রকল্প

অনুলিপিঃ সদয় অবগতি ও কার্যার্থে প্রেরণ করা হলোঃ

- ১। সচিব, পল্লী উন্নয়ন ও সমবায় বিভাগ, বাংলাদেশ সচিবালয়, ঢাকা।
- ২। প্রধান হিসাবরক্ষণ কর্মকর্তা, পল্লী উন্নয়ন ও সমবায় বিভাগ, সেগুনবাগিচা, ঢাকা
- ৩। জেলা/উপজেলা হিসাবরক্ষণ কর্মকর্তা (সকল).....
- ৪। উপজেলা সমন্বয়কারী (সকল).....
- ৫। সংশ্লিষ্ট নথি/অফিস কপি।

ক্রমিক নং	বিষয়	মহানগর/বিভাগের নিকট অর্পণকৃত ক্ষমতা	বিভাগীয় প্রধানের নিকট অর্পণকৃত ক্ষমতা	প্রকল্প পরিচালকের নিকট অর্পণকৃত ক্ষমতা		
				ক-গ্রেডি (২০০ কোটি টাকার উর্ধ্ব)	খ-গ্রেডি (৫০ কোটি টাকার উর্ধ্ব, ২০০ কোটি টাকা পর্যন্ত)	গ-গ্রেডি (৫০ কোটি টাকা পর্যন্ত)
১	২	৩	৪	৫	৬	৭
				সংশ্লিষ্ট কাজ অগ্রহুত থাকতে হবে। (২) অনুমোদিত বার্ষিক বাজেট বরাদ্দের বিভাজনে অগ্রহুত থাকতে হবে। (৩) পিপিএ-২০০৬, পিপিআর-২০০৮ এবং প্রচলিত আর্থিক বিধি- বিধান মধ্যমভাবে পালন করতে হবে।		
২৮	টেক্সার বিভাজন ব্যতীত কোঅর্ডিনেশন (RFQ) মাধ্যমে ক্রয় অনুমোদন (পিপিএ ২০০৬ এবং পিপিআর-২০০৮ এর বিধি ৬৯(১) এবং ৮৮(১) অনুযায়ী)	প্রযোজ্য নয়*২	প্রযোজ্য নয়*২	(ক) পণ্য ও সংশ্লিষ্ট সেবা ক্রয়ঃ প্রতিক্ষেত্রে এককালীন ৫ লক্ষ টাকা তবে বছরে সর্বোচ্চ ৩০ লক্ষ টাকা। (খ) কার্য ও ভৌত সেবা ক্রয়ঃ প্রতিক্ষেত্রে এককালীন ১০ লক্ষ টাকা তবে বছরে সর্বোচ্চ ৬০ লক্ষ টাকা।	কলাম-৫ এর অনুরূপ	কলাম-৫ এর অনুরূপ



GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

**Standard Request for Quotation Document (National)
For Procurement of Works**
[Request for Quotation Method]

(for values up to Tk.1 million/10 Lac)

**Central Procurement Technical Unit
Implementation Monitoring and Evaluation Division
Ministry of Planning**

August 2014

PW1 (SRFQ)

Guidance Notes on the use of The Request for Quotation Document

1. These guidance notes have been prepared by the CPTU to assist a Procuring Entity in the preparation of Quotation document, using the Standard Request for Quotation, SRFQ, for the procurement of low value simple Works and physical services. All concerned are advised to refer to the Public Procurement Rules, 2008 issued to supplement the Public Procurement Act, 2006; available on CPTU's website: <http://www.cptu.gov.bd/>. Notes and guidance are provided for both the Procuring Entity and the Quotationer.
2. The procurement under Request for Quotation Method (RFQM) shall follow the provisions pursuant to Rules 69 to 73 of the Public Procurement Rules, 2008 in accordance with Section 32 of the Public Procurement Act, 2006. SRFQ is based upon best national practices that have been adapted to suit the particular needs of procurement.
3. The use of SRFQ (**PW1**) applies when a Procuring Entity intends to select a Quotationer (a Contractor) for the Procurement of Works and physical services under RFQ Method (RFQM) pursuant to Rule 69(3) of the Public Procurement Rules, 2008.
4. Pursuant to Rule 71(1) and Rule 71(2) of the Public Procurement Rules, 2008, RFQ shall be invited through letter, Fax or e-mail. RFQ shall not be required to be advertised in the daily newspapers but for the minimum circulation the Procuring Entity shall publish that advertisement in its website (if any), including posting in the Notice Board and, shall send with request for publication to the administrative wing of some other Procuring Entities nearby.
5. Pursuant to Rule 71(3) of the Public Procurement Rules, 2008, RFQ Document shall be issued or made available to potential Quotationers '**free-of-cost**'.
6. The time-limit for Request for Quotation shall in no case exceed ten (**10**) days pursuant to Rule 71 (4) of the Public Procurement Rules, 2008.
7. No Securities such as Quotation Security (i.e. the traditionally termed Earnest Money, Tender Security) and Performance Security shall be required pursuant to Rule 70(6) of the Public Procurement Rules, 2008.
8. Submission, Opening and Evaluation of the Quotations shall respectively be dealt with pursuant to Rule 72(1), Rule 72(2) and Rule 73(1) of the Public Procurement Rules, 2008 as specified in the RFQ.
9. The criteria for evaluation, pursuant to Rule 70(4) of the Public Procurement Rules, 2008, shall be pre-disclosed.
10. Pursuant to Rule 69 (5) of the Public Procurement Rules, 2008 the Quotation for low value simple Works and physical services shall be on the basis of either '**Unit-Rate**' or '**Lump-sum**' depending on the level of estimating the quantity of works. Such two different BoQ formats are attached with the RFQ Document. The Procuring Entity shall have the option to choose any one of these two BoQs, as appropriate, for a particular procurement.
11. Splitting the object of Procurement is not permissible pursuant to Rule 69(4) (ka) of the Public Procurement Rules, 2008.
12. The Procuring Entity shall invite the successful Quotationer to sign the contract, pursuant to Rule 73 (5) of the Public Procurement Rules, 2008, following recommendations of the Evaluation Committee and approval thereupon by the Approving Authority.
13. Provision of Retention Money (i.e. the traditionally termed Security Deposit) shall however be kept in Conditions of Contract pursuant to Rule 28 of the Public Procurement Rules, 2008.
14. The Defects Liability Period shall usually remain between 3 and 6 months.
15. The Procuring Entity shall further be required to maintain the record of procurement proceedings pursuant to Rule 43 of the Public Procurement Rules, 2008

[enter here the name and address of the Procuring Entity]

REQUEST FOR QUOTATION

for

[.....]
(insert name of the work)

RFQ No:.....

Date: dd/mm/yy

To

[insert name and address of the Quotationers]

1. The [insert name of the Procuring Entity] has been allocated public funds and intends to apply a portion of the funds to eligible payments under the Contract for which this Quotation Document is issued.
2. Detailed Specifications and, Design & Drawings for the intended Works and physical services are available in the office of the Procuring Entity for inspection by the potential Quotationers during office hours on all working days.
3. Quotation is being requested on **Unit-Rate/Lump-sum** [delete as appropriate] basis.
4. Quotation shall be completed properly, duly signed-dated each page by the authorized signatory and submitted by the date to the office as specified in **Para 6** below.
5. No Securities such as Quotation Security (i.e. the traditionally termed Earnest Money, Tender Security) and Performance Security shall be required for submission of the Quotation and execution of the Works (if awarded) respectively.
6. Quotation in sealed envelope or by fax or through electronic mail shall be submitted to the office of the undersigned **on or before** [insert date and time]. The envelope containing the Quotation must be clearly marked "Quotation for [insert name of Work] and **DO NOT OPEN** before [insert date and time]. Quotations received later than the time specified herein shall not be accepted.
7. Quotations received by fax or through electronic mail shall be sealed-enveloped by the Procuring Entity duly marked as stated in **Para 6** above and, all Quotations thus received shall be sent to the Evaluation Committee for evaluation, without opening, by the same date of closing the Quotation.
8. The Procuring Entity may extend the deadline for submission of Quotations on justifiably acceptable grounds duly recorded subject to threshold of ten (10) days pursuant to Rule 71 (4) of the Public Procurement Rules, 2008.
9. Quotation shall be submitted as per Bill of Quantities of Works and physical services.
10. All Quotations must be valid for a period of at least [insert days] from the closing date of the Quotation.
11. No public opening of Quotations received by the closing date shall be held.
12. Quotationer's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law, if the Contract is awarded.
13. Rates shall be quoted and, subsequent payments under this Contract shall be made in Taka currency. The price offered by the Quotationer, if accepted shall remain fixed for the duration of the Contract.

14. Quotationer shall have legal capacity to enter into Contract. Quotationer, in support of its qualification shall be required to submit certified photocopies of latest documents related to valid **Trade License, Tax Identification Number (TIN), VAT Registration Number and Financial Solvency Certificate** from any scheduled Bank; without which the Quotation may be considered non-responsive.
15. Quotations shall be evaluated based on information and documents submitted with the Quotations, by the Evaluation Committee and, at least three (3) responsive Quotations will be required to determine the lowest evaluated responsive Quotations for award of the Contract.
16. In case of anomalies between unit rates or prices and the total amount quoted, in the quotation submitted on unit rate basis, the unit rates or prices shall prevail. In case of discrepancy between words and figures, the former will govern. In case of quotation submitted on Lump-sum basis, if anomalies found between figures and words, the words will prevail. Quotationer shall remain bound to accept the arithmetic corrections made by the Evaluation Committee.
17. The execution of Works and physical services shall be completed within [insert number] days from the date of commencement.
18. Letter inviting the successful Quotationer to sign the Contract shall be issued within [insert number] days of receipt of approval from the Approving Authority. The Contract shall have to be signed within [insert number] days of issuing such Letter of Invitation.
19. The Procuring Entity reserves the right to reject all the Quotations or annul the procurement proceedings.

Signature of the official requesting Quotation

Name.....

Designation.....

Date.....

Address:.....Phone No.....Fax No.....e-mail

Distribution:

1. [Administrative wings of other Procuring Entities] for information and wide circulation.
2. [Any other concerned offices] for information and wide circulation.
3. [Authorized Officer] for posting in the website, if applicable.
4. Notice Board.
5. Office File.

Quotation Submission Letter

[Use Letter-head Pad]

RFQ No: _____

Date: dd/mm/yy

To:

[Name and address of Procuring Entity]

I/We, the undersigned, offer to execute in conformity with the Conditions of Contract for execution of the Works and physical services named *[insert name of work]*

The total Price of our Quotation is *[insert amount both in figure and words]*

My/Our Quotation shall remain valid for the period stated in the RFQ Document and it shall remain binding upon us and, may be accepted at any time prior to the expiration of its validity period.

I/We declare that I/we have the legal capacity to enter into a contract with you, and have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices. Furthermore, I/we am/are aware of Para 28(e) of the Conditions of Contract and pledge not to indulge in such practices in competing for or in executing the works.

I/We am/are not submitting more than one Quotation in this RFQ process in my/our own name or other name or in different names. I/We understand that your written invitation to sign the Contract shall become binding upon us, until a formal Contract is signed.

I/We have examined and have no reservations to the RFQ Document issued by you on *[insert date]*

I/We understand that you reserve the right to reject all the Quotations or annul the procurement proceedings without incurring any liability to me/us.

Signature of Quotationer with
Seal
Date:

Unit Rate Basis*

Bill of Quantities

Item No.	Description of Items of Works (specifications preferably built-in)	Unit	Quantity	Unit rates or prices quoted by the Quotationer		Amount
				In figures	In words	
1	2	3	4	5	6	7 = 4x5
1	Reinforced Cement Concrete (RCC) work in leanest mix 1:2:4 with 25 mm downgraded coarse aggregates with stone chips and sand of FM > 1.8 to FM ≤ 2.5, to attain a minimum 28 days cylinder strength of 18.0 N/mm ² , including breaking, screening, grading and washing aggregates with clean water, mixing, laying in forms, consolidation to levels, curing, including supply of all materials; excluding cost of M.S. Work for reinforcements and formworks etc. complete and as per direction of Engineer in charge [example]	cum [example]	10 [example]	Tk.6400.00 [example]	Taka Six Thousand Four Hundred Only [example]	Tk.64,000.00 Taka Sixty Four Thousand Only [example]
* Reference is drawn to Rule 69 (5) of the Public Procurement Rules, 2008 and to the Para 4 of the Guidance Notes before opting for this Format.						Total Amount (in figure and words)

[insert number] number corrections made by me/us have been duly initialed in this page of BoQ. My/Our Offer is valid until dd/mm/yy [insert Quotation Validity date].

Signature of the Quotationer with Seal

Date :dd/mm/yy

Note (use only when this method deemed appropriate):

1. Low value and simple and all the components of the Works can be estimated but not accurately determined.
2. Works executed are re-measured for payments.
3. Col. 1, 2, 3 & 4 to be filled in by the Procuring Entity and Col. 5, 6 & 7 by the Quotationer.

Lump-sum Basis*

Bill of Quantities

Item No.	Description of Items of Works (specifications preferably built-in)	Unit	Quantity	Prices quoted by the Quotationer	
				In figures	In words
1	2	3	4	5	6
1	Construction of Closure Dam across Isamoti channel in order to permanently stop the flow as per technical specifications and, dimensions shown in the design under Drawing no. DS/xx/2020 dated 27/07/09 <i>[example]</i>	Lump-sum	1 Item	Tk.455,000/00	Taka Four Hundred Fifty Five Thousand Only
		<i>[example]</i>	<i>[example]</i>	<i>[example]</i>	<i>[example]</i>
* Reference is drawn to Rule 69 (5) of the Public Procurement Rules, 2008 and to Para 4 of the Guidance Notes before opting for this Form. Lump-sum Contract price is specified as a fixed sum and not subjected to any adjustments.					Total Amount (in figure and words)

[Insert number] number corrections made by me/us have been duly initialed in this page of BoQ. My/Our Offer is valid until dd/mm/yy [insert Quotation Validity date].

Signature of the Quotationer with Seal

Date :dd/mm/yy

Note (use only when this method deemed appropriate):

1. Low value and simple and, all the components of the Works can only be determined accurately.
2. Works executed are in conformity with the specifications, designs and drawings.
3. Col. 1, 2, 3 & 4 to be filled in by the Procuring Entity and Col. 5 & 6 by the Quotationer.

[name and address of the Procuring Entity]

Invitation for signing Contract

[Rule 72 (5) of PPR,2008]

RFQ No. _____

Ref:
To:

Date: dd/mm/yy

[name of Contractor _____]
[address _____]

This is to notify you that your **Quotation** dated [dd/mm/yy] for the execution of the Works and physical services named [insert name of work] for the Contract Price of Tk [state amount in figures and in words] as corrected, has been approved by the competent authority.

You are thus requested to attend the office of the undersigned to sign the Contract within [insert days] of issuing this Letter of Invitation; but in no case later than [specify dd/mm/yy].

You may proceed with the execution of the Works only upon signing the Contract. You may also please note that this invitation shall constitute the formation of this Contract which shall become binding upon you.

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

Attachment: Draft Contract

Signature of the Procuring Entity with name
and designation
Date: dd/mm/yy

Contract Agreement

THIS AGREEMENT made on this [insert day] day of [insert month and year] between [name and address of Procuring Entity] (hereinafter called "the Procuring Entity") of the one part and [name and address of Contractor] (hereinafter called "the Contractor") of the other part:

WHEREAS the Procuring Entity invited Quotation for certain Works and physical services named [insert name of Works] and has accepted the Quotation submitted by the Quotationer for the execution of those works in the sum of Taka [insert Contract price in figures and in words] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

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

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

For the Procuring Entity

For the Contractor

Signature

Name

Designation

National ID No.

In the presence of

Name

Conditions of Contract

1. Conditions of Contract contained herein shall be binding upon both the contracting parties for the purpose of administration and management of this Contract.
2. Implementation and interpretation of these Conditions of Contract shall, in general, be under the purview of the Public Procurement Act, 2006 and the Public Procurement Rules, 2008.
3. The Contractor shall have to commence the Works within **[insert days]** days of signing of the Contract Agreement and complete in conformity in all respects with the provisions of the Contract within **[insert days]**.
4. The Contractor shall immediately submit to the Procuring Entity a Programme of Works showing the timing for all the activities and components of Works.
5. The Contractor shall maintain Pro Rata progress of the Works. Progress shall be determined in terms of the value of the works executed.
6. The Contractor shall be entitled to an extension of the Intended Completion Date if the Procuring Entity delays in handing over the Site or if Force Majeure situation occurs or for any other reasons acceptable to the Procuring Entity on justifiable grounds duly recorded.
7. The Procuring Entity shall check and verify the Works executed by the Contractor and notify the Contractor of any Defects found.
8. Notwithstanding any testing and examination, the Procuring Entity by visual inspection or field tests may instruct the Contractor to:
 - a. remove and replace any works or part thereof which is not in accordance with the Contract,
 - b. remove and re-execute any other work or part thereof which is not in accordance with the Contract, and
 - c. execute any work which is urgently required for the safety of the Works.
9. The Contractor shall submit to the Procuring Entity the progressive invoices for estimated value of works executed less the cumulative amount certified previously.
10. The Contractor shall be entirely responsible for payment of all taxes, duties, fees, and such other levies under the Applicable Law.
11. Notwithstanding any other practice, the method of measurement and mode of payment shall be based on the type of the Contract corresponding to the Bill of Quantities (**choose any one of the two**) below:

Unit-rate Basis

Measurement shall be made of the net quantity of each item of the Works actually executed in accordance with the Bill of Quantities. The first progressive payment shall be made only after twenty (20) percent progress achieved. The Procuring Entity shall make payments to the Contractor in Taka currency, while the Final payment shall be made upon fulfilment of all contractual obligations by the Contractor.

or

Lump-sum Basis

The Lump-sum payments shall be made in three instalments; the first progressive payment on completion of thirty (30) percent, the second progressive payment on completion of cumulative seventy five (75) percent and the remaining twenty five (25) percent payment shall be made on completion of 100% of the Works duly certified by the Procuring Entity. The Procuring Entity shall make payments to the Contractor

in Taka currency, while the Final payment shall be made upon fulfilment of all contractual obligations by the Contractor.

12. The Contractor's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law.
13. The total Contract Price is BDT **[insert figure]** BDT **[in words]**.
14. No works under Extra Work Orders shall be permissible and, works under Variation Orders (except in case of Lump-sum basis) shall under no circumstances exceed fifteen (15) percent of the Contract Price subject to threshold specified in Rule 69 (1) and 69 (6) (ka) & (ga) of the Public Procurement Rules, 2008, as appropriate.
15. The Procuring Entity contracting shall amend the Contract incorporating required approved changes subsequently introduced to the original Conditions of Contract in line with Rules, where necessary.
16. The Procuring Entity shall retain or in other words deduct from each progressive payment due to the Contractor at the rate of ten (10) percent as Retention Money (i.e. the traditional Security Deposit) until completion of the whole of the Works under the Contract.
17. The Contractor shall apply by notice to the Procuring Entity for issuing a Completion Certificate of the Works, and the Procuring Entity shall do so upon deciding that the work is completed.
18. The Procuring Entity shall, within seven (7) working days after receiving the Contractor's application:
 - a. issue the Completion Certificate to the Contractor stating that the Works were completed in accordance with the Contract, or
 - b. reject the application, giving reasons and specifying the works required to be done/redone by the Contractor to enable issuance of the Completion Certificate.
19. The Procuring Entity shall Take-Over the Site and the Works not later than seven (7) working days of issuing the Completion Certificate.
20. The Procuring Entity may issue a notice for correction of Defects within fourteen (14) days from the Contractor's request for **Final Payment** stating the scope of corrections or additions that are necessary.
21. The Defects Liability Period of the Works shall be **[insert months]** starting from the date of issuing the Completion Certificate by the Procuring Entity.
22. After the Defects Liability Period has passed and, the Procuring Entity has certified in the form of **Defects Corrections Certificate** that all Defects notified by the Procuring Entity to the Contractor before the end of this period have been corrected.
23. The Defects Liability Period may be extended for as long as the Defects notified by the Procuring Entity remain to be corrected.
24. If the Contractor has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity shall assess the cost of having the Defects corrected by it, and the Contractor shall remain liable to pay the expenditures incurred on account of correction of such Defects.
25. The Contractor shall keep the Procurement Entity harmless and indemnify from any claim, loss of property or life to himself/herself, his/her workmen or staff, any staff of the Procurement Entity or any third party while executing the work. Any claim arising out of execution of the works shall be settled by the Contractor at his/her own cost and responsibility.
26. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's own cost, if the loss or damage arises from the Contractor's acts or omissions.

27. The Retention Money shall be returned to the Contractor within twenty one (21) days after expiry of the Defects Liability Period.
28. The Procuring Entity may, by written Notice sent to the Contractor, terminate the Contract in whole or in part at any time, if the Contractor:
 - a) fails to sign the Contract or commence the Work within the specified time.
 - b) fails to achieve satisfactory progress of Works in accordance with the Programme of Works.
 - c) fails to complete the Work as per design, drawing and specifications.
 - d) after receipt of a written notice from the Procuring Entity does not remedy its failure within the time period specified therein.
 - e) in the judgement of the Procuring Entity, has engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Work.
 - f) fails to perform any other obligation(s) under the Contract.
29. The Procuring Entity and the Contractor shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.
30. The Contractor shall be subject to, and aware of provision on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008.

Specifications Design and Drawings

Insert here the Specification of Works and the list of Design and Drawings