

নং- ১৪.৩৯.০০০০.০১২.০৭.০০৩.২৩-১০৭

তারিখ: ২৮/০৩/২০২৩ খ্রিঃ

কোটেশন বিজ্ঞপ্তি

বাংলাদেশ স্যাটেলাইট কোম্পানি লিমিটেড (বিএসসিএল) এর জন্য জরুরী ভিত্তিতে "ঢাকা মেট্রো-ঘ ১৫-৭৯৪৫ নম্বর গাড়িটি গিয়ার সিস্টেম মেরামত/পরিবর্তন ও গাড়ি সার্ভিসিং" RFQ পদ্ধতিতে ক্রয়ের নিমিত্ত প্রকৃত সরবরাহকারী/ব্যবসায় প্রতিষ্ঠানের নিকট হতে (কোটেশন প্রদানের অনুরোধ জ্ঞাপন) Request for Quotation (RFQ) পদ্ধতিতে নিম্নোক্ত পণ্য সরবরাহের জন্য দরপত্র আহ্বান করা যাচ্ছেঃ

ক্রঃ নংঃ	মালামালের বিবরণ	পরিমাণ
১।	"Repair/replacement and servicing of gear system (Dhaka Metro-Gha- 15-7945)"	বিবরণ অনুযায়ী

কোটেশন শর্তাবলীঃ

০১	মন্ত্রণালয়/বিভাগ	: ডাক ও টেলিযোগাযোগ বিভাগ
০২	প্রকিউরিং এনটিটি	: ব্যবস্থাপনা পরিচালক, বাংলাদেশ স্যাটেলাইট কোম্পানি লিমিটেড (বিএসসিএল)
০৩	দরপত্র আহ্বানের সূত্র ও তারিখ	: নং- ১৪.৩৯.০০০০.০১২.০৭.০০৩.২৩-১০৬; তারিখ: ২৭/০৩/২০২৩ খ্রিঃ
০৪	প্রকিউরমেন্ট পদ্ধতি	: কোটেশন প্রদানের অনুরোধ জ্ঞাপন (RFQ)
০৫	বাজেট এবং অর্থায়নের উৎস	: ২০২২-২০২৩ অর্থ বছরের বাজেট
০৬	কোটেশন প্রকাশের তারিখ	: ২৮.০৩.২০২৩ খ্রিঃ
০৭	কোটেশন বিতরণের শেষ তারিখ ও সময়	: ০৩.০৪.২০২৩ খ্রিঃ, বেলা ০২:০০ টায়
০৮	কোটেশন দাখিলের তারিখ ও সময়	: ০৪.০৪.২০২৩ খ্রিঃ, বেলা ১২:০০ টায়
০৯	কোটেশন খোলার তারিখ ও সময়	: ০৪.০৪.২০২৩ খ্রিঃ, বেলা ১২:১৫ টায়
১০	কোটেশন দলিল সরবরাহের অফিস ও কোটেশন গ্রহণকারীর অফিস	: ব্যবস্থাপনা পরিচালক, বাংলাদেশ স্যাটেলাইট কোম্পানি লিমিটেড (বিএসসিএল), সেল রোজ-এন-ডেল, ১১৬ কাজী নজরুল ইসলাম এ্যাভিনিউ ঢাকা-১০০০, বাংলাদেশ।
১১	কোটেশন দাতার যোগ্যতা	: পাবলিক প্রকিউরমেন্ট বিধিমালা ২০০৮ এবং সংশ্লিষ্ট কাজের জন্য প্রণীত কোটেশন দলিলের শর্তানুযায়ী।
১২	কোটেশন আহ্বানকারীর নাম, পদবী ও ঠিকানা	: ব্যবস্থাপনা পরিচালক, বাংলাদেশ স্যাটেলাইট কোম্পানি লিমিটেড (বিএসসিএল), সেল রোজ-এন-ডেল, ১১৬ কাজী নজরুল ইসলাম এ্যাভিনিউ ঢাকা-১০০০, বাংলাদেশ।
১৩	কোটেশন শর্তাবলী	: ক) পাবলিক প্রকিউরমেন্ট এ্যাক্ট ২০০৬ ও বিধিমালা ২০০৮ এর শর্তাবলী ছাড়াও সিডিউলে বর্ণিত এবং বিসিএসসিএল কর্তৃক নির্ধারিত ও যে কোন সময় আরোপিত শর্তাবলী মানতে বাধ্য থাকবে। খ) ভ্যাট রেজিস্ট্রেশন, ট্রেড লাইসেন্স, আয়কর প্রদানের সনদপত্র ইত্যাদি হালনাহাদ থাকতে হবে। গ) কোটেশন সংক্রান্ত যাবতীয় তথ্যাবলী নিম্নস্বাক্ষরকারীর অফিসে অফিস চলাকালীন সময়ে জানা যাবে। ঘ) কর্তৃপক্ষ কোন কারণ প্রদর্শন ব্যতীত দাখিলকৃত যে কোন / সকল কোটেশন গ্রহণ বা বাতিল করার ক্ষমতা সংরক্ষণ করেন। ঙ) দাবীকৃত বিল হতে সরকারী নিয়মানুসারে আয়কর ও ভ্যাট (প্রযোজ্য ক্ষেত্রে) কর্তন করা হবে। চ) দাখিলকৃত দর বাজার দরের সাথে সামঞ্জস্যপূর্ণ না হলে কোটেশন বাতিল করা হবে। ছ) সফল দরদাতাকে কাজ সম্পন্ন করার পর নিয়মনুযায়ী কাজের গ্যারান্টি/ওয়ারেন্টি প্রদান করতে হবে।



(মোঃ শফিকুল ইসলাম)
ব্যবস্থাপনা পরিচালক (অতিরিক্ত দায়িত্ব),
বিসিএসসিএল
ফোন : ৪১০৩০০৯১-৯৩

অনুলিপি সদয় অবগতি/অবিগতি ও প্রয়োজনীয় ব্যবস্থা গ্রহণের জন্য প্রেরণ করা হলঃ

০১। নোটিশ বোর্ড, বিএসসিএল।

০২। ওয়েবসাইট (www.bscl.gov.bd)।





GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

Request for Quotation Document (National) For Procurement of Works

[Repair/replacement and servicing of gear system (Dhaka Metro-Gha- 15-7945).]

Invitation Ref No.-14.39.0000.012.07.003.23-106; Dated: - 27 March, 2023

Bangladesh Satellite Company Limited (BSCL)
SEL Rose-N-Dale (Level 7 & 8)
116 Kazi Nazrul Islam Avenue, Dhaka

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



Bangladesh Satellite Company Limited (BSCL)
SEL Rose-N-Dale (Level 7 & 8)
116 Kazi Nazrul Islam Avenue, Dhaka

REQUEST FOR QUOTATION

For

Repair/replacement and servicing of gear system (Dhaka Metro-Gha- 15-7945)

RFQ No:14.39.0000.012.07.003.23-106

Date: 27/03/2023

To

[insert name and address of the Quotationers]

1. The Bangladesh Satellite Company Limited (BSCL) 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** 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 the time mentioned in Quotation Advertisement**. The envelope containing the Quotation must be clearly marked "**Repair/replacement and servicing of gear system (Dhaka Metro-Gha- 15-7945)**" and **DO NOT OPEN before the time mentioned in Quotation Advertisement**. 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 30 (thirty) 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 or Bank Statement or Credit Line** 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 07 (Seven) days from the date of commencement.
18. Letter inviting the successful Quotationer to sign the Contract shall be issued within 01 (One) days of receipt of approval from the Approving Authority. The Contract shall have to be signed within 02 (Two) 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: Md. Shafiqul Islam

Designation: Managing Director (Additional Charge)

Date: 27 March 2023

Address: Bangladesh Satellite Company Limited (BSCL), Phone No: 01977500033,

e-mail: managing.director@bscl.com.bd

Distribution:

1. Notice Board.
2. Website
3. Office File



Quotation Submission Letter

[Use Letter-head Pad]

RFQ No: 14.39.0000.012.07.003.23-106

Date: 27/03/2023

To:
Managing Director
Bangladesh Satellite Company Limited (BSCL)
Sel Rose-N-Dale, 116 Kazi Nazrul Islam Avenue
Dhaka-1000, Bangladesh.

I/We, the undersigned, offer to execute in conformity with the Conditions of Contract for execution of the Works and physical services named 'Stall Design and Installation' for Bangladesh Satellite Company Limited (BSCL).

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 the time mentioned in Quotation Advertisement.

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	Clutch Plate [For the vehicle of land fort Model: 2017]	1	Set			
2	Pressure plate Land fort (Diesel) [For the vehicle of land fort Model: 2017]	1	Set			
3	Pilot Bearing [For the vehicle of land fort Model: 2017]	1	Unit			
4	Clutch Release/ Bearing [For the vehicle of land fort Model: 2017]	1	Unit			
5	WD-40 [• Displaces moisture • Penetrates stuck parts • Protects metal from rust and corrosion • Cleans and protects bicycle parts from rusting]	1	Unit			
6	Engine Oil [Oil category: 5W30]	6	liter			
7	Oil Filter [For the vehicle of land fort Model: 2017]	1	Unit			
8	Air Filter [For the vehicle of land fort Model: 2017]	1	Unit			
9	AC Filter [For the vehicle of land fort Model: 2017]	1	Unit			
10	Diesel Filter [For the vehicle of land fort Model: 2017]	1	Unit			
11	Installation & commissioning [Properly Install & commissioning the supplied goods Repair fly wheel as required. Machinery work as required.]	1	Job			
Total Amount (in figure and words)						

* 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.



[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.**



[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

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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 **03 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



