

টেলিফোন শিল্প সংস্থা লিমিটেড(টেশিস)

ডিজিটাল ডিভাইস উৎপাদন, সংযোজন ও সরবরাহকারী একমাত্র রাষ্ট্রায়ত প্রতিষ্ঠান ব্যবস্থাপনা পরিচালক এর কার্যালয়, টঙ্গী, গাজীপুর ১৭১০ E-mail: mdtss@tss.com.bd, Website: www.tss.com.bd Phone: 02-9814747, 02-9817877; Fax: 02-9812700



উন্নত মান ও বিশ্বস্ত সেবার পথিকৃৎ

To

Subject: Construction works of 04(four) Nos. Security Post at TSS Compound, Tongi, Gazipur.

- The TELEPHONE SHILPA SANGSTHA LTD TONGI, GAZIPUR-1710 has been allocated owned funds and intends to apply a portion of the funds to eligible payments under the Contract for which this Quotation Document is issued.
- Detailed Specifications and, Design & Drawings for the intended Goods and related services shall be available
 in the office of the Procuring Entity for inspection by the potential Quotationers during office hours on all
 working days.
- Quotation shall be prepared and submitted using the 'Quotation Document'.
- 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.
- 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 delivery of the Goods (if awarded) respectively.
- 6. Quotation in a sealed envelope by post/currier/directly or by fax or through electronic mail shall be submitted to the office of the undersigned on or before 24.11.2022 Time: 12.00 pm. The envelope containing the Quotation must be clearly marked "Quotation Construction works of 04(four) Nos. Security Posts at TSS Compound, Tongi, Gazipur and DO NOT OPEN before 24.11.2022 Time 02.30 pm. 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. All Quotations must be valid for a period of at least 30 days from the closing date of the Quotation.
- 10. No public opening of Quotations received by the closing date shall be held.
- 11. 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.
- 12. 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
- 13. Quotationer shall have legal capacity to enter into Contract. Quotationer, in support of its qualification shall be required to submit certified photo copies 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.
- 14. 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.

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ডিজিটাল ডিভাইস উৎপাদন, সংযোজন ও সরবরাহকারী একমাত্র রাষ্ট্রায়ত প্রতিষ্ঠান ব্যবস্থাপনা পরিচালক এর কার্যালয়, টঙ্গী, গাজীপুর ১৭১০ E-mail: mdtss@tss.com.bd, Website: www.tss.com.bd Phone: 02-9814747, 02-9817877; Fax: 02-9812700



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- 15. In case of anomalies between unit rates or prices and the total amount quoted, the unit rates or prices shall prevail. In case of discrepancy between words and figures the former will govern. Quotationer shall remain bound to accept the arithmetic corrections made by the Evaluation Committee.
- 16. The works shall be completed at Construction works of 04(four) Nos. Security Posts at TSS Compound, Tongi, Gazipur within 30 (Thirty) days from the date of issuing the Purchase Order.
- 17. The Purchase Order that constitutes the Contract binding upon the Supplier and the Procuring Entity shall be issued within 3 (*Three*) days of receipt of approval from the Approving Authority.
- 18. The Procuring Entity reserves the right to reject all the Quotations or annul the procurement proceedings.

Name:

Md. Zulfiker Heider

Designation:

Manager (Planning)

Date:

17.11.2022

Address:

Tongi, Gazipur.

Phone No.

01550017330

Distribution:

- 1. TSS notice board.
- 2. Posting in the website at www.tss.gov.bd
- 3. Office File.

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TELEPHONE SHILPA SANGSTHA LTD TONGI, GAZIPUR-1710.

Request for Quotation Document (National)

Construction works of 04(four) Nos. Security Posts at TSS Compound, Tongi, Gazipur [Request for Quotation Method]

RFQ No: 14.36.0000.017.026.01.22.03 Date: 17.11.2022

PW1 (RFQ)

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Quotation Submission Letter

[Use Letter-head Pad]

RFQ No: 14.36.0000.017.026.01.22.03 Date: 17.11.2022

To Manager (Planning) & Convenor, Purchase Committee Telephone Shilpa Sangstha Ltd. Tongi, Gazipur-1710.

I/We, the undersigned, offer to supply in conformity with the Terms and Conditions for delivery of the Goods and related services named For Procurement of Construction works of 04(four) Nos. Security Posts at TSS Compound, Tongi, Gazipur.

The total Price of my/our Quotation is BDT [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 21(b) of the Terms and Conditions and pledge not to indulge in such practices in competing for or completion of delivery of Goods.

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 the Purchase Order issued by you shall constitute the Contract and will be binding upon me/us.

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:

of policy: at

Revised Price Schedule for Goods and Related Services.

RFQ No: 14.36.0000.017.026.01.22.03 Date: 17.11.2022

Bill of Quantities.

Item No.	Description of Items of Works (specifications preferably built-in)		Quantity	Unit rates or prices quoted by the Quotationer (Including Vat & IT)		Amount
				In figures	In words	
1	2	3	4	5	6	7 = 4x5
01	Earth work in excavation in all kinds of soil for foundation trenches in/c. layout, providing center lines, bench-mark pillars, leveling, ramming and preparing the base, fixing bamboo spikes & marking layout with chalk powder, providing necessary tools and plants, protecting and maintaining the trench dry etc., stacking the excavated earth at a safe distance of up to 60 m lead, removing the spoils etc. all complete as per direction of engineer-in-charge (rate is excluding the cost of bench mark pillars). Earth work in excavation in foundation trenches up to 1.5 m depth and maximum 10 m lead. in soft clayey soil/loose sand/slit 4X4'-0"X4'-0"X4'-0" = 256.00 Cft = 7.249 Cum	Cum	7.249			
02	One layer of brick flat soling in foundation or in floor with 1 st class or picked jhama bricks in/c preparation of bed and filling the interstices with local sand, leveling in/c the supply of water, electricity and other charges and costs of tools and plants etc. all complete as per direction of the engineer-in-charge. 4X4'-0"X4'-0" = 64.00 Sft = 5.94 Sqm	Sqm	5.94			
03	Reinforced cement concrete works using wooden shutter, with minimum cement content relates to mix ratio (1:2:4) having minimum fcr= 24 Mpa and satisfying a specified compressive strength, f' _c 19 Mpa at 28 days on standard cylinder with cement conforming to BDS 232 & ASTM standards, best quality sand [50% quantity of best local sand (F.M. 1.2) and 50% quantity of Sylhet sand or coarse sand of equivalent F.M. 2.5] and 20 mm down well graded picked jhama brick chips including breaking chips and screening, making, placing in position, making shutter water-tight properly, placing reinforcement in position; mixing with mixer machine, casting in forms, compacting by vibrator machine and curing at least for 28 days, removing centering-shuttering all complete including cost of water, electricity, testing & other charges as per direction of the engineer-in-charge. 4X3'-6"X3'-6"X0'-8" = 32.34 Cft = 0.915 Cum	Cum	0.915			
04	Reinforced cement concrete works using Steel shutter, with minimum cement content relates to mix ratio (1:2:4) having minimum fcr= 24 Mpa and satisfying a specified compressive strength, f'c 19 Mpa at 28 days on standard cylinder with cement conforming to BDS 232 & ASTM standards, best quality sand [50% quantity of best local sand (F.M. 1.2) and 50% quantity of Sylhet sand or coarse sand of equivalent F.M. 2.5] and 20 mm down well graded picked jhama brick chips including breaking chips and screening, making, placing in position, making shutter water-tight properly, placing reinforcement in position; mixing with mixer machine, casting	Cum	`0.780			

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0.7	in forms, compacting by vibrator machine and curing at least for 28 days, removing centering-shuttering all complete including cost of water, electricity, testing & other charges as per direction of the engineer-in-charge. Pedestal, column, column capital lift wall & RCC wall up to ground floor. 4X0'-10"X0'-10"X3'-0" = 8.266 Cft 4X0'-10"X0'-10"X7'-0" = 19.289 " 27.555 Cft = 0.780 Cum From work/Shuttering 4X(3'-6"+3'-6")X2X0'-8" = 36.96 Sft	Sqm	10.22		
05	4X4'-0"X7'-0" = 112.00 " 4X4'-0"X3'-0" = 48.00 " = 196.96 Sft = 18.29 Sqm		18.29		
06	Reinforced cement concrete works using Steel shutter, with minimum cement content relates to mix ratio (1:2:4) having minimum fcr= 24 Mpa and satisfying a specified compressive strength, f'c 19 Mpa at 28 days on standard cylinder with cement conforming to BDS 232 & ASTM standards, best quality sand [50% quantity of best local sand (F.M. 1.2) and 50% quantity of Sylhet sand or coarse sand of equivalent F.M. 2.5] and 20 mm down well graded picked jhama brick chips including breaking chips and screening, making, placing in position, making shutter water-tight properly, placing reinforcement in position, mixing with mixer machine, casting in forms, compacting by vibrator machine and curing at least for 28 days, removing centering-shuttering all complete including cost of water, electricity, testing & other charges as per direction of the engineer-in-charge. Pedestal, column, column capital lift wall & RCC wall up to ground floor. Beam = 4X0'-10"X0'-10"X5'-0" = 15.155 Cft Floor slab = 1X5'-6"X5'-6"X0'-6" = 15.125 " Column = 4X0'-10"x0'-10"x7'-6" = 20.667 " Beam = 4X0'-10"x0'-10"x5'-6" = 15.155 " Roof slab = 1X7'-6"X7'-6"X0'-6" = 15.155 " Roof slab = 1X7'-6"X7'-6"X0'-6" = 28.125 " 94.227 Cft = 2.668 Cum	Cum	2.668		
07	From work/Shuttering 4X4'-0"X5'-6" = 88.00 Sft 4X5'-6"X1'-6"X2 = 33.00 " 1X5'-6"X5'-6" = 30.25 " 4X4'-0"X7'-6" = 120.00 " 7'-6"X7'-6" = 56.25 " = 327.50 Sft = 30.42 Sqm	Sqm	30.42		
08	125 mm brick work with 1st class bricks in cement sand (F.M.1.2) mortar (1:6) and making bond with connected walls in/c necessary scaffolding, raking out joints, cleaning and soaking the bricks for at least 24 hours before use and washing of sand curing at least for 7 days in all floors including cost of water, electricity & other charges etc. all complete as per direction of the engineer-in-charge. 3X4'-6"X3'-6" = 47.25 Sft = 4.39 Sqm	Sqm	4.39		
09	Minimum 12 mm thick cement sand (F.M. 1.2) plaster (1:6) having with fresh cement (conforming to BDS 232) to wall both inner-and outer surface, finishing the corner and edges in/c washing of sand cleaning the surface, scaffolding and curing at least for 7 days, cost of water, electricity & other charges etc. all complete in all respect as per drawing and direction of the engineer-in-charge. Column+Beam+Roof botom = 327.50 Sft Wall = 47.25X2 Sft Border = 4X7'-5"X0'-6" = 15.00 " 4X5'-6"X0'-6" = 11.00 "	Sqm	56.42		



	= 353.50 Sft = 56.42 Sqm				
10	Supplying, fitting and fixing of Aluminium fixed composite window as per the U.S. Architectural Aluminium Manufacturer's Association (AAMA) standard specification having 1.5 mm thick outer bottom (size 75.50 mm, 32 mm, 0.695 kg/m), 1.5 mm thick outer top (size 75.50mm, 26.80 mm, 0.78 kg/m), 1.5 mm thick shutter top (size 33 mm, 26.80 mm, 0.536 kg/m), 1.5 mm thick shutter bottom (size 60 mm, 24.40 mm, 0.736 kg/m), 1.5 mm thick outer side (size 75.50 mm, 19.90 mm, 0.616 kg/m), 1.5 mm thick sliding fixed side (size 31 mm, 26 mm, 0.422 kg/m), 1.5 mm thick shutter lock (size 49.20 mm, 26.20 mm, 0.661 kg/m), 1.5 mm thick inter lock (size 34.40 mm, 32.10 mm 0.665 kg/m) 1.5 mm thick bottom cover (size 37.78 mm, 31.78 mm, 0.313 kg/m), 1.5 mm thick grouve cover (76.20 mm, 38.10 mm, 0.912 kg/m), 1.5 mm thick grouve cover (size 57.15 mm, 15.80 mm, 0.452 kg/m) and 1.5 mm thick top & side (size 76.20 mm, 38.10 mm, 0.3 kg/m) sections all Aluminium members (Total weight 12.297 kg) will be anodized to Bronze/Silver color with a coat not less than 15 micron in thickness and density of 4 mg per square cm etc. including all accessories like sliding door key lock, sliding door wheel, sliding door mohiar, sliding door heoprene, bolts & nuts in/c sealants, keeping provision for fitting 5mm thick glass including labour charge for fitting of accessories, making grooves & mending good damages, carriage, and electricity complete in all respect as per drawing and direction of the engineer-in-charge. Size: 1280mm x 1372 mm. (Any color)	Sqm	3.41		
11	3X3'-6"X3'-6" = 36.75 Sft = 3.41 Sqm Supplying, fitting and fixing in Aluminum door frames, windows, patrons and curtain wall distortion free glass of approved quality and shade including cost of fitting fixing all necessary accessories etc. complete in all respect as per direction of the e/c:- 5 mm thick tinted glass 3.41 Sqm	Sqm	3.41		
12	Supplying, fitting, fixing, and installation of ordinary type M.S. security gate of any design & shape with 50 x 50 x 6 mm M.S. angle outer frame and two 50 x 50 x 6 mm angle placed diagonally having 22 mm dia M.S. rod placed vertically @ 3.60 mm c/c. and also 38 x 6 mm F.I placed horizontally the bottom part covered with 3 mm thick M.S. sheet providing locking arrangements on 3 mm thick M.S. plate providing heavy type clamps fitted and fixed with the outer frame of the main gate, the clamp being embedded in R.C.C. or R.C. core pillar with cement concrete (1:2:4) in masonry in/c cutting holes and mending good the damages, finishing, curing etc. in/c fabrication, riveting, welding as and where necessary, etc. all complete as per drawing, design and direction of the engineer-in-charge. (Rate is excluding the cost of paint). 3'-0"X7'-0" = 21.00 Sft = 1.95 Sqm	Sqm	1.95		
13	Reinforced cement concrete works using Steel shutter, with minimum cement content relates to mix ratio (1:2:4) having minimum fcr= 24 Mpa and satisfying a specified compressive strength, f' _c 19 Mpa at 28 days on standard cylinder with cement conforming to BDS 232 & ASTM standards, best quality sand [50% quantity of best local sand (F.M. 1.2) and 50% quantity of Sylhet sand or coarse sand of	Cum	0.336		

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	equivalent F.M. 2.5] and 20 mm down well graded picked jhama brick chips including breaking chips and screening, making, placing in position, making shutter water-tight properly, placing reinforcement in position; mixing with mixer machine, casting in forms, compacting by vibrator machine and curing at least for 28 days, removing centering-shuttering all complete including cost of water, electricity, testing & other charges as per direction of the engineer-in-charge. Concrete 6'-0"X3'-0"X0'-8" = 11.88 Cft = 0.336 Cum				
14	From work/Shuttering 6'-0"X3'-0" = 18.00 Sft 2X6'-0"X1'-0" = 12.00 " 6X3'-0"X0'-6" = 9.00 " = 39.00 Sft = 3.62 Sqm	Sqm	3.62		
15	Grade 400 (B400DWR/ B420WR): complying BDS ISO 6935-2-2016/ ASTM A615) ribbed or deformed bar produced and marked according to Bangladesh standard with minimum yield strength fy (ReH) = 400 MPa but fy not exceeding 480 MPa and whatever is the actual yield strength within allowable limit as per BNBC/ACI 318 the ratio of ultimate tensile strength fu to yield strength fy shall be at least 1.25 and minimum elongation after fracture and minimum total elogation at maximum force is 17% and 8% respectively: up to ground floor.362.00 Kg	Kg	362.00		
16	Minimum 12 mm thick cement sand (F.M. 1.2) plaster with neat cement finishing to plinth wall (1:4) with cement (conforming to BDS 232) up to 150 mm below ground level with neat cement finishing in/c washing of sand, finishing the edges and corners and curing at least for 7 days, cost of water, electricity & other charges etc. all complete in all respect as per drawing and direction of the engineer-in-charge. 4'-6"X4'-0" = 18.00 Sft 6'-0"X3'-0" = 18.00 " 6X3'-0"X6'-6" = 9.00 " 3X4'-6"X10'-0" = 1350.00 " 58.50 Sft = 5.43 Sqm	Sqm	5.43		
17	Exterior premium acrylic emulsion paint of approved best quality and colour having water resisting properties and resistance properties against fungi, fading & flaking delivered from authorized local agent of the manufacturer (Berger robbialac supergloss synthetic enamel/Elite lucky seven asian apcolipe premium paint or equivalent brand) in a sealed container applying to exterior surface with surface preparation including cleaning cleaning drying, making free from dirt, grease, wax, removing all chalked & scaled materials, fungus, mending good the surface defects, sand papering the surface and necessary scaffolding, applying 1 coat of exterior sealer of specified band on prepared surface: then applying 1 coat of exterior putty of specified brand for leveling spot filling crack filling and cutting by sand paper /zero water paper. Finally applying 2 coats of exterior wemulsion painft by spreading with brush/roller/spray machine & necessary scaffolding etc. upto desired finishing elapsing specified time for drying or recoating: all complete in all floors and accepted by the Engineer. 30.42 Sqm	Sqm	30.42		



	ence is drawn to Rule 69 (5) of the Public Procurement Rules, 200 ce Notes before opting for this Format.	8 and to	the Para 4 of the	Total Amount (in figure and words)	
21	Site development by carried earth 20 Cum	Cum	20.00		
20	Sand filling in foundation trenches and plinth with coarse sand having min. F.M 2.50 in 150 mm layers including leveling, watering and consolidating each layer up to finished level (to be use as pre-requirement of design office only) etc. all complete as per direction of the engineer-incharge. 7.249 Cum	Cum	7.249		
19	S.F.F window protector wire net 3X4'-0"X4'-0" = 48.00 Sft = 4.45 Sqm	Sqm	4.45		
18	Interior premium acrylic emulsion painting (silky finish) of approved best quality and colour delivered from authorized local agent of the manufacturer (Berger robbialac plastic emulsion/Asian apcolite plastic emulsion or equivalent brand) in a sealed container, applying to interior wall and ceiling with surface preparation including cleaning, drying, making tree durt, grease, wax, removing all chalked and scaled materials fungus fungus, mending good the surface defects, sand papering the surface and necessary scaffolding, applying 1 coat of exterior sealer of specified band on prepared surface: then applying 1 coat of exterior putty of specified brand for leveling spot filling crack filling and cutting by sand paper /zero water paper. Finally applying 2 coats of interior emulsion paint by spreading with brush/roller/spray machine & necessary scaffolding etc. up to desired finishing elapsing specified time for drying or recoating: all complete in all floors and accepted by the Engineer.	Sqm	10.00		

[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.

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TELEPHONE SHILPA SANGSTHA LTD TONGI, GAZIPUR-1710.

Office of the Deputy General Manager (Maintenance)

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 dephysical services named [insert name of w figures and in words] as corrected, has been	ated [dd/mm/yy] for the execution of the Works and work] for the Contract Price of Tk [state amount in approved by the competent authority.
You are thus requested to attend the office [insert days] of issuing this Letter of Invitation	ce of the undersigned to sign the Contract within tion; but in no case later than [specify dd/mm/yy].
	Works only upon signing the Contract. You may also te the formation of this Contract which shall become
We attach the draft Contract and all other do	ocuments for your perusal.
Attachment: Draft Contract	Signature of the Procuring Entity with name and designation Date: dd/mm/yy

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Contract Agreement.

Purchaser: Telephone Shilpa Sangatha Limited, Tongi, Gazipur-First Party.

<u> </u>	
Contractor	 -

- 1. Terms and Conditions contained herein shall be binding upon both the Procuring Entity and the Supplier for the purpose of administration and management of this Contract.
- 2. Implementation and interpretation of these Terms and Conditions 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 complete the works in all respects within **30 (Thirty)** working days of issuing the Purchase Order in conformity with the Terms and Conditions.
- 4. The Contractor shall be entitled to an extension of the Delivery Schedule if the Procuring Entity delays in receiving the works and related services or if Force Majeure situation occurs or for any other reasons acceptable to the Procuring Entity on justifiable grounds duly recorded.
- All works under the Contract shall at all times be open to examination, inspection, measurements, testing, commissioning, and supervision of the Procuring Entity or his/her authorized representative.
- 6. The Procuring Entity shall check and verify the works made by the Contractor in conformity with the Technical Specifications and notify the Supplier of any Defects found.
- If the works are found to be defective or otherwise not in accordance with the specifications, the Procuring Entity may reject the works by giving due notice to the Contractor, with reasons.
- 8. The Contractor shall be entirely responsible for payment of all taxes, duties, fees, and such other levies under the Applicable Law.
- 9. Not with standing any other practice, the payment shall be based on the actual complete of works on the basis of the quantity of each item of works in accordance with the Priced Schedule and Specifications. 95% of the Contract price of the works and related services shall be paid after acceptance of the works. Rest 5% of the billed amount (gross bill) will be deducted as security money from bills. It will be refunded 12(twelve) months after the successfully completion of the work. No interest will be pay on this security money.
- 10. 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.
- 11. The total Contract Price is BDT Tk.(Insert) including all VAT & Taxes.
- 12. The Contractor shall remain liable to fulfil the obligations pursuant to Rule 40 (5) of the Public Procurement Rules, 2008.
- 13. 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 delivering the Goods and related services.
- 14. Any claim arising out of the works and related services shall be settled by the Supplier at his/her own cost and responsibility.

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- 15. Damage to the works during the Warranty Period shall be remedied by the Contractor at the Contractor's own cost, if the damage arises from the supply and installation by the Contractor.
- 16. No modification to Scope of Supply and no Variations to the quantities ordered shall be permissible under any circumstances.
- 17. The Procuring Entity contracting shall amend the Contract incorporating required approved changes subsequently introduced to the original Terms and Conditions in line with Rules, where necessary.
- 18. The Procuring Entity may, by written Notice sent to the Supplier, terminate the Contract in whole or in part at any time, if the Contractor:
 - a. Fails to deliver works and related services as per Delivery Schedule and Specifications.
 - b. In the judgement of the Procuring Entity, has engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in delivery of goods and related services.
 - c. Fails to perform any other obligation(s) under the Contract.
- 19. 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.
- 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.
- 21. The payment shall be made after submission of **3** (three) sets bill to the procuring entity after completion of desired works.
- 22. The partial payment shall be made upon submission of request by the contractor to the procuring entity.

For the Purchaser:	For the Supplier:	
Witness:	Witness:	
1)	1)	
2)	2)	

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