

Tender Schedule

Method: Open Tender Method (OTM)

Tender Notice: Shu/HO/Concern /KOICA/T.N/2021-459

Date: 16/1/2022

Background: Enhancing Resilience of Coastal Communities and Improving Income of Extreme Poor Households in Khulna District of Bangladesh (ERCC) is a Korean International Cooperation Agency (KOICA) Funded Climate Change Resilience project implemented and managed by Concern Worldwide. Shushilan is the local implementing partner of this project. The goal of this project is to contribute to the reduction of poverty and empowerment of people living in extreme poverty in the coastal region (Khulna District) by enhancing the resilience of poor and extremely poor households and communities exposed to the risks of climate change in the coastal regions of Bangladesh. Different vocational & technical skill development, introducing climate-smart agriculture practice with input ensuring, ensure pure drinking water and hygiene practices and disaster risk reduction are the main components of this project to build community resilience. Project is going to purchase polymer water tanks and necessary fitting materials and fitting services to set up household-level rainwater harvesting system in the project areas. This procurement will be done in slot basis. Any interested supplier can submit quotation for to supply all the items or any single slot items from these procurement slots.

It is hereby seeking bids through sealed envelope for performing the narrated activities.

1. Details Information:

Name of the Project	Enhancing Resilience of Coastal Communities and Improving Income of Extreme Poor Households in Khulna District of Bangladesh(ERCC) Project
Name of the District and Upazila	Dacope and Koyra Upazila under Khulan District
Reference of Tender Notice	Shu/HO/Concern /KOICA/T.N/2021-459
Source of fund	Project's Activities
Assistance of expansion	KOICA and Concern Worldwide
Date of tender Notice	17/1/2022
Process of collection	Open Tender Method (OTM)
Name of Supply	Polymer Tank , fittings materials and fittings.
Quantity	Lot 1: 234 nos. Water Polymer tanks

Details specification:	<p>Capacity: 2000 Litter Type of Tank : Vertical (Food Graded) Layer: Double Colour: Black Size: Minimum height 5 – 6 feet, Diameter: Minimum 4 - 5 feet Weight : Minimum 44 -50 kg Thickness: Minimum 5-7 MM permanent color Vendor must have to provide separate bill for each water tank with warranty card in plastic folder</p>
	<p>Lot 2: 150 nos. Water Polymer tanks Capacity: 2000 Litter Type of Tank : Vertical (Food Graded) Layer: Double Colour: Black Size: Minimum height 5 – 6 feet, Diameter: Minimum 4 - 5 feet Weight : Minimum 44 -50 kg Thickness: Minimum 5-7 MM permanent color Vendor must have to provide separate bill for each water tank with warranty card in plastic folder</p>
	<p>Lot-3: 234 nos. Water polymer tanks fitting materials and fittings. Fittings Materials with fittings for 234 water tank 3`` uPVC pipe - 75 mm, 2.2mm thickness ,class-B(20`for each tank): 4680 feet 3`` PVC bend: 234 pcs 3`` PVC reducer: 234 pcs 1.5`` uPVC Pipe- water grade threat pipe(20` for each tank): 4680 feet 1.5`` PVC – T : 234 pcs 1.5`` PVC bend: 702 pcs. 1`` GI Pipe (1 feet): 234 pcs ½`` GI reducer: 234 1.5`` PVC ball valve:234 Water tap(bib cock):234 Solution (100gm tube):234 Threat tape tape:234 pcs Plumber cost:234 water tank fitting in different house in the project areas Vendor must have to provide separate bill for per water harvesting fitting (package) materials</p>
	<p>Lot-4: 150 nos. Water polymer tanks fitting materials and fittings. Fittings Materials with fittings for 150 water tank 3`` uPVC pipe - 75 mm, 2.2mm thickness, class-B (20`for each</p>

	<p>tank): 3000 feet 3`` PVC bend: 150pcs 3`` PVC reducer: 150 pcs 1.5`` uPVC Pipe- water grade threat pipe(20` for each tank): 3000 feet 1.5`` PVC – T: 150 1.5`` PVC bend 450 pcs 1`` GI Pipe (1 feet): 150pcs ½`` GI reducer: 150 pcs 1.5`` PVC ball valve: 150 pcs Water tap(bib cock): 150 pcs Solution (100gm tube): 150 pcs Threat tape:150 pcs Plumber cost : 150 water tank fitting in different house in the project areas Vendor must have to provide separate bill for per water harvesting fitting (package) materials</p>
Name of the Tender document sale/distribution and receiving	Shushilan , 155, Jalil Shorani, Rayermohol, Boyra, Khulna.
Tender receiving department	Project Procurement Committee, Shushilan , 155, Jalil Shorani, Rayermohol, Boyra, Khulna.
Tender documents collection sources	Bdjobs site
Date and time to receive tender :	26/1/2022 at 1:0 PM
Date and time open the Tender Box	26/1/2022 at 3:00 PM
Who is eligible for tender submission	Main producer/Distributor/Dealer

(3) Capability of the tender provider: That tender person will take part in the tender who has acquired knowledge by performing activities in southwest zone of the country. The narrated capabilities are need of necessity for partaker supplier of the tender (a) Will have to submit current Bank Balance sheet as a liquid Assets of Taxpayer which amount would be before the date of 26/1/2022 Ten Lack (as well as will have to cite the name of Bank officer, his designation, Telephone No-. a document without signature will not be acceptable). (b) The name of the Supplier should not be listed in the Anti-terrorist of KOICA (c) The attached copy of current VAT registration certificate, TIN Certificate or return submission slip, Current Trade license, Bank solvency certificate, Experience certificate will have to submit.

(4) Detailed narration of activities and Goods: As per specification and Bill of quantity.

(5) Value of tender document, deposited money, and explanation of activities.

Lot- 1

Sl. No	Item description	Unit	Quantity	Unit Price (Including Vat, Tax, and others)	Total Price Including Vat, Tax, and others)	Warranty /Guaranty	Remarks
01	Polymer water Tank (As per the attached details specifications), Size 2000 LT	Pcs	234				1st lot delivery time within 3 rd week of February 2022
Total							

Total Taka in words : (-----)

Lot: 02

Sl. No	Item description	Unit	Quantity	Unit Price (Including Vat, Tax, and others)	Total Price Including Vat, Tax, and others)	Warranty /Guaranty	Remarks: 2nd slot delivery time will be 1 st week of April 2022
01	Polymer water Tank (As per the attached details specifications), Size 2000 LT	Pcs	150				2nd lot delivery time will be 1 st week of April 2022
Total							

Total Taka in words : (-----)

Lot: 3

Sl. No	Item description	Unit	Quantity	Unit Price (Including Vat, Tax, and others)	Total Price Including Vat, Tax and others)	Warranty /Guaranty	Remarks
1.	3`` uPVC pipe - 75 mm, 2.2mm thickness ,class-b(20` for each tank)	Feet	4680				For 234 water tank fitting 3 rd lot delivery time within 3 rd week of February 2022
2.	3`` PVC bend	Pcs	234				
3.	3`` PVC reducer	Pcs	234				
4.	1.5`` uPVC Pipe- water grade thread pipe(20` for each tank)	Feet	4680				
5.	1.5`` PVC - T	Pcs	234				
6.	1.5`` PVC bend	Pcs	702				
7.	1`` GI Pipe (1 feet size)	Pcs	234				
8.	1``/½`` GI reducer	Pcs	234				
9.	1.5`` PVC ball valve	Pcs	234				
10.	Water tap(bib cock)	Pcs	234				
11.	Solution (100gm tube)	Pcs	234				
12.	Trade tape	Pcs	234				
13.	Plumber cost	Set	234				
Total:							

Total Taka in words :(-----)

Lot: 04

Sl. No	Item description	Unit	Quantity	Unit Price (Including Vat, Tax, and others)	Total Price Including Vat, Tax and others)	Warranty /Guaranty	Remarks
1	3`` uPVC pipe - 75 mm, 2.2mm thickness ,class-b(20`for each tank)	Feet	3000				For 150 water tank fitting 4th lot delivery time will be 1 st week of April 2022
2.	3`` PVC bend	Pcs	150				
3.	3`` PVC reducer	Pcs	150				
4.	1.5`` uPVC Pipe- water grade threath pipe(20` for each tank)	Feet	3000				
5.	1.5`` PVC - T	Pcs	150				
6.	1.5`` PVC bend	Pcs	450				
7.	1`` GI Pipe (1 feet size)	Pcs	150				
8.	1``/2`` GI reducer	Pcs	150				
9.	1.5`` PVC ball valve	Pcs	150				
10.	Water tap(bib cock)	Pcs	150				
11.	Solution (100gm tube)	Pcs	150				
12.	Trade tape	Pcs	150				
13.	Plumber cost	Set	150				
Total							

Total Taka in words :(:-----)

(6) Vat & Tax will be deducted from the total value as per Government rules and will be deposited in Govt Tax department.

(7) If the tender be submitted by a person who is not the owner of the contractor license or authorized person of the license holder will not be acceptable.

(8) Tender documents will be cancelled if the provider of tender is not entitle of or experienced in the narrated subjects as: Experience of Polymer water Tank supply which value is more than 10,00,000 lac taka for lot -1), 500000 lac taka for lot -2 and experience of Polymer tank setting for lot -3 & lot-4.

(9) If the tender cost be more than selected activities value then would be decided by conversation.

(10) The authority of tender may cancel the tender notice without any cause.

Term and condition of Tender Notice

(1) The quotation will have to drop in the tender box on the fixed date directly, by the post office, or courier service, Will have to seal the envelope of the tender documents as well as will have to write on the envelope name of the work, District/Upazila, and the name of the tender provider. The tender opening committee will open the tender box in front of the quotation provider or his representative (if attend anyone on the fixed date). The authority will not be liable for opening the tender box lately due to disadvantages or Cal calamities

(2) If the quotation of supplier be equal then will have arrange lottery for selecting Supplier.

(3) After ratification the rate of the quotation and before Notification of award (NOA) and agreement-selected suppliers will have to submit 2% performance security money in favour of the bellow signatory person within the fixed period through DD/Pay-order. If the supplier becomes fail to submit the security money, then quotation and the submitted security money will be confiscated and then notification of award will be provided to the later responsive person. In this aspect, no objection will be accepted. This performance security will be refunded after the Defect Liability Period 30 days.

(4) As per the decision of the Associated Organizations the activities may be enlarged. In that situation, any objection of the supplier will not be acceptable.

(5) If any mistake may occur in the tender, notice, and in extended condition then the signatory person will revise the rights to make necessary correction and that will be final and no objection will be granted.

(6) The tender provider will have to sign according to the signature in the license on every page of the tender document and page o terms and conditions. If the signature is proved as falsity then the tender notice will be cancelled.

(7) Due to unavailable circumstances if the work order is delayed, any objection of the supplier will not be accepted.

(8) The payment of the bill will be paid after receiving found and objection will not be accepted.

(9) Vat & Tax will be deducted from the total bill of payment and will be submitted to the Govt. Revenue Fund. It is cited that the deducted VAT will be included with selected VAT.

(10) Will have to submit experienced working documents of Ten Lac lak, which was done in the South-West Zone of Bangladesh in the last five years, in connection with the activities like water tank supply, rainwater harvesting system fitting materials supply and rainwater harvesting system fitting.

(11) Notification and Policy will be considered as a part of quotation.

(12) For the foundation will have to abide by the "Child protection, Supplier code of conduct, Health and Safety Policy" Whistleblowing Policy, Anti-Fraud Policy of Shushilan and concern worldwide.

(13) The Authority of Shushilan is entitle to cancel all kinds of quotation without causes and, also entitle to accept any quotation wither low rate or high.

(14) The under signatory person is entitle to proscribe, renovation and include the any policy of tender without causes.

(15) The quotation will be considered one hundred twenty (120) days as a Tender Validity Period.

(16) The Responsible person of the authority will give permission or approval to start the activities when all materials or goods will be preserved in the working place.

(17) The Project Manager of the Partner Organization will prepare the activities completion report when that person will receive the satisfactory ostensible proved report of Delivery of lot basis material like Polymer Water Tank, rainwater harvesting system fitting materials and fitting. The report will be prepared according to the narrated matter like:- Identification number of size, Information about agreement, Date of starting activities and completion as well as all sorts of technical advantages about Tank, fitting materials etc. Then the authority will take initiative for payment the bill of the Supplier.

Purchase committee
Shushilan

Section 1: Instructions to Tenderers

A. General

1. Scope of Tender	<p>1.1 The Employer, as indicated in the Tender Data Sheet (TDS) issues this Tender Document for the procurement of Works and Related Services incidental thereto as specified in the TDS and as detailed in Section 6: Bill of Quantities. The name of the Tender and the number and identification of its constituent lot(s) are stated in the TDS.</p> <p>1.2 The successful Tenderer will be required to complete the Works within the Time for Completion stated in the Particular Conditions of Contract (PCC).</p> <p>1.3 Throughout this Tender Document: - the term “in writing” means communicated in written form with proof of receipt; - if the context so requires, singular means plural and vice versa; and - “day” means calendar day.</p>
2. Source of Funds	<p>2.1 The Employer Shushilan will be receiving monetary resources from Concern Worldwide and Donor: Korean International Cooperation Agency (KOICA) as Enhancing resilience coastal communities and improving income of extremely poor households in Khulna district of Bangladesh project’s fund and will pay the supplier according to the issued work order.</p> <p>3. Payments by Shushilan, if so indicated in the TDS, will be made only to Supplier(s) in all respects to the terms and conditions of that Agreement/work order.</p>
4. Corrupt, Fraudulent, Collusive, or Coercive Practices	<p>5. The Government requires that Employers, as well as Tenderers and Suppliers, shall observe the highest standard of ethics during the implementation of procurement procedures and the execution of Contracts under Enhancing resilience coastal communities and improving income of extreme poor households (ERCC) in Khulna district of Bangladesh projects funds.</p> <p>6. In pursuance of this requirement, the Employer shall: - exclude the Tenderer from participation in the procurement proceeding concerned or reject a proposal for the award; and - declare a Tenderer ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under Enhancing resilience coastal communities and improving income of extreme poor households in Khulna district of Bangladesh (ERCC) projects funds;</p> <p>If it, at any time, determines that the Tenderer has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a Contract under Enhancing resilience coastal communities and improving income of extreme poor households in Khulna district of Bangladesh project’s funds.</p>

	<p>6.1 Should any corrupt, fraudulent, collusive, or coercive practice of any kind come to the knowledge of the Employer, it shall, in the first place, allow the Tenderer/Supplier to provide an explanation and shall, take actions as above only when a satisfactory explanation is not received.</p>
	<p>3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(a) <i>“corrupt practice”</i> means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;</p> <p>(b) <i>“fraudulent practice”</i> means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Employer;</p> <p>(c) <i>“collusive practice”</i> means a scheme or arrangement among two and more Tenderers with or without the knowledge of the Employer (prior to or after Tender submission) designed to establish Tender prices at artificial, non-competitive levels and to deprive the Employer of the benefits of free, open and genuine competition; and</p> <p>(d) <i>“coercive practice”</i> means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.</p>
	<p>3.5 The Tenderer shall be aware of the provisions on fraud and corruption stated in GCC Clause 3 and GCC Sub-Clause 34.2(d).</p>
	<p>3.6 The Government requires that the Employer’s personnel have an equal obligation not to solicit, ask for, and/or use coercive methods to obtain personal benefits in connection with the said proceedings.</p>
7. Eligible Tenderers	<p>4.1 Tenderers of the categories specified in the TDS are eligible to participate in the Tender.</p>
	<p>4.2 A related producer /distributor in Bangladesh may also participate in the Tender if it is legally and financially autonomous, it operates under commercial law, and it is not a dependent agency of the Employer.</p>

	<p>4.3 For Open Tendering method, the Tenderers shall provide satisfactory information to the Employer of their capability and adequacy of resources to carry out the Contract effectively and shall meet the following minimum qualifying criteria:</p> <ul style="list-style-type: none"> (a) average annual volume of construction turnover as specified in the TDS during the period specified in the TDS; (b) experience as prime producer /distributor/Dealer in the supply at least the number of completed supply stated in the TDS of a nature and complexity similar to the proposed work over the period stated in the TDS; and (c) Liquid assets/availability of funds and/or credit facilities from its organization to successfully complete the Contract, as specified in the TDS. (d) The suppliers must be submitted a Valid Trade license, VAT registration, Tin Certificate, Experience certificate, and Bank Solvency certificate with the tender
5. Site Visit	<p>5.1 The Tenderer, at the Tenderer’s own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Tender and entering into a Contract for performance of the Works. The costs of visiting the Site shall be at the Tenderer’s own expense.</p>
B. Tender Document	
6. Tender: Document Sections	<p>6.1 The sections comprising the Tender Document are listed below and should be read in conjunction with any Amendment issued in accordance with ITT Clause 9:</p> <ul style="list-style-type: none"> 6.1.1 Section 1: Instructions to Tenderers 6.1.2 Section 2: Tender Data Sheet 6.1.3 Section 3: General Conditions of Contract 6.1.4 Section 4: Particular Conditions of Contract 6.1.5 Section 5: Tender and Contract Forms 6.1.6 Section 6: Schedule of Works including Product Specifications 6.1.7 Section 7: Technical Specification of Polymer Tank 6.1.8 Section 8: List of delivery sites 6.1.9 Section 9: Additional Conditions of Contract 6.1.10 Section 10: Tender submission sheet 6.1.11 Section 11: “Child protection, Supplier code of conduct, Health and Safety Policy” Whistleblowing Policy, Anti-Fraud Policy of Shushilan and concern worldwide
7. Tender Document: Clarification	<p>7.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Employer in writing at the Employer’s address indicated in the TDS. The Employer will respond in writing to any request for clarification received no later than seven will (5) calendar days prior to the deadline for submission of Tenders.</p>
	<p>7.2 The Employer shall forward copies of its response to all those who have purchased the Tender Document, including a description of the inquiry but without identifying its source.</p>
	<p>7.3 Should the Employer deem it necessary to amend the Tender Document as a result of a clarification, it shall do so accordingly and will be notified to all those who have purchased the Tender Document.</p>

8. Tender Document: Amendment	8.1	At any time prior to the deadline for submission of Tenders, the Employer for any reason, on its own initiative or in response to a clarification request in writing from a Tenderer, having purchased the Tender Document, may amend the Tender Document by issuing an amendment.
	8.2	Any amendment issued shall become an integral part of the Tender Document and shall be communicated in writing to all those who have purchased the Tender Document.
C. Tender Preparation		
9. Tender: Only one	9.1	A Tenderer shall submit only one (1) Tender from each lot. A Tenderer who submits or participates in more than one (1) Tender for the same lot will cause all the Tenders with that Tenderer's participation to be rejected.
10. Tender: Preparation Costs	10.1	The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
11. Tender: Language	11.1	The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English or language.
12. Tender: Contents of Tender	12.1	For the Open Tendering method, the Tender prepared by the Tenderer shall comprise the following: <ul style="list-style-type: none"> (a) The Tender Submission Sheet (Form W-1); (b) The completed Schedule of Works including product specification (section 6); (c) The documentary evidence in accordance with ITT Sub-Clause 4.3 establishing Tenderer's eligibility to Tender, including the completed Tender Information Sheet; and (d) Any other documents as specified in the TDS.
13. Tender: Alternative	13.1	Alternative tender shall not be considered.
14. Tender: Prices and Currency	14.1	All prices shall be quoted in Bangladeshi Taka.
	14.2	The Tender price shall take into account the cost of materials, transportation, labor, taxes, levies, overheads, and profit. The Tender price shall be fixed for the duration of performance of the Contract and shall not be subject to any adjustment on any account. The Tender price shall be applicable for the whole works described in the Specifications and Schedule of Works.
	14.3	The Tenderer shall fill in rates and prices for all items of the Works described in the Schedule of Works. Items against 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 rates for other items and prices in the Schedule of Works.

	<p>14.4 The price to be quoted in the Tender Submission Sheet shall be the total price of the Tender, excluding any discounts offered. In the case of a discrepancy between the Tender Price quoted in figures and words, the Tender Price quoted in words shall prevail.</p>
15. Tender: Validity and Security	<p>15.1 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission prescribed by the Employer. A Tender valid for a shorter period shall be rejected by the Employer as non-responsive.</p>
	<p>15.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may solicit the Tenderer's consent to an extension of the period of validity of their Tenders. The request and responses shall be made in writing. The Tender Security provided shall be suitably extended promptly.</p>
16. Tender: Format and Signing	<p>16.1 The Tenderer shall prepare one (1) original of the documents comprising the Tender and clearly mark it "ORIGINAL." In addition, the Tenderer shall prepare the number of copies of the Tender, as specified in the TDS and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p>
	<p>16.2 The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by the person duly authorized to sign on behalf of the Tenderer. All pages of the original and of each copy of the Tender, except for un-amended printed literature, shall be numbered sequentially and signed or initialled by the person signing the Tender.</p>
	<p>16.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person(s) signing the Tender.</p>
<p>D. Tender Submission</p>	
17. Tender: Sealing and Marking	<p>17.1 The Tenderer shall enclose the original in one (1) envelope and all the copies of the Tender</p>
	<p>17.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Tenderer; (b) be addressed to the Employer at the address specified in the TDS; (c) bear the name of the Tender and the Tender Number as specified in the TDS, and; (d) Bear a statement "DO NOT TO OPEN BEFORE 3:00 PM" the time and date for Tender opening as specified in the TDS.
	<p>17.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.</p>

18. Tender: Submission Deadline	18.1	Tenders must be received by the Employer at the address specified in ITT Sub Clause 17.2 no later than the date and time specified in the TDS.
	18.2	Tenders may be hand delivered, posted by registered mail or sent by courier
	18.3	The Employer may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITT Clause 8, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline shall thereafter be subject to the new deadline as extended.
19. Tender: Submitted Late	19.1	Any Tender received by the Employer after the deadline for submission of Tenders in accordance with ITT Clause 18 shall be declared late, will be rejected, and returned unopened to the Tenderer.
20. Tender: Modification, Substitution or Withdrawal	20.1	A Tenderer may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice before the deadline for submission of Tenders.
	20.2	Each Tenderer's modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITT Clauses 16, 17, and 18 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
E. Tender Opening and Evaluation		
21. Tender: Opening	21.1	The Employer shall open the Tenders in public, including modifications or substitutions made pursuant to ITT Clause 20, at the time, on the date and only at the one place specified in the TDS. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 20 shall not be opened. Tenderers or their authorised representatives shall be allowed to attend and witness the opening of Tenders, and shall sign a register evidencing their attendance.
	21.2	The name of the Tenderer, Tender modifications, substitutions or withdrawals, total amount of each Tender, number of corrections, discounts, and the presence or absence of requisite Tender Security, and such other details as the Employer, at its discretion, may consider appropriate, shall be read out aloud and recorded. All pages of the original Tender, except for un-amended printed literature, will be initialled by a minimum of three (3-5) members of the Employer's Tender Opening Committee
	21.3	Minutes of the Tender opening shall be made by the Employer and furnished to any Tenderer upon receipt of a written request. The minutes shall include, as a minimum, the name of the Tenderer and whether there has been a withdrawal, substitution or modification; the Tender Price including any discounts and the presence or absence of a Tender Security, if one was required.

	21.4	Tenders not opened and read out at the Tender opening shall not be considered, irrespective of the circumstances, and shall be returned unopened to the Tenderer.
	21.5	No Tender shall be rejected at the Tender opening, except for late Tenders, which shall be returned unopened to the Tenderer pursuant to ITT Clause 19
22. Tender: Confidentiality	22.1	After the opening of Tenders, information relating to the examination, clarification, and evaluation of Tenders and recommendations for award shall not be disclosed to Tenderers or other persons not officially concerned with the evaluation process until after the award of the Contract is announced.
23. Tender: Clarification	23.1	The Employer may ask Tenderers for clarification of their Tenders in order to facilitate the examination and evaluation of Tenders. The request for clarification and the response shall be in writing, and any changes in the prices or substance of the Tender shall not be sought, offered or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the Tenders, in accordance with ITT Clause 27.
24. Tenderer: Contacting the Employer	24.1	Following the opening of Tenders and until the Contract is signed no tenderer shall make any unsolicited communication to the Employer or try in any way to influence the Employer's examination and evaluation of Tenders.
	24.2	Any effort by a Tenderer to influence the Employer in its decisions on the examination, evaluation, comparison and post-qualification of the Tenders or Contract award may result in the rejection of its Tender.
	24.3	Notwithstanding ITT Sub Clause 24.1, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Employer on any matter related to the tendering process, it should do so in writing.
25. Tender: Responsiveness	25.1	The Employer's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
	25.2	A substantially responsive Tender is one that conforms in all respects to the requirements of the Tender Document without material deviation, reservation or omission. A material deviation, reservation or omission is one that: <ul style="list-style-type: none"> (a) affects in any substantial way the scope, quality, or performance of the Works specified in the Contract; or (b) limits in any substantial way, or is inconsistent with the Tender Document, the Employer's rights or the Tenderer's obligations under the Contract; or (c) if rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
	25.3	If a Tender is not substantially responsive to the Tender Document, it shall be rejected by the Employer and shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.

	25.4	There shall be no requirement as to the minimum number of responsive Tenders.
26. Tender: Non-Conformities, Errors and, Omissions	26.1	The Employer may regard a Tender as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions, and other requirements set forth in the Tender Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Tender.
27. Tender: Evaluation and Comparison of Tenders	27.1	The Employer shall evaluate and compare only those Tenders determined to be substantially responsive to the requirements of the Tender Document. Substantially responsive tenders are those that fulfil the requirements of ITT Clauses 4 and 12.
	27.2	The evaluation will take into account corrected Tender Price and discounts (if any).
	27.3	The Employer will check substantially responsive Tenders for any arithmetical errors. Where there is a discrepancy between the amounts in figures and words, the amount in words will govern. If a Tenderer refuses to accept the correction, its Tender shall be rejected. The Employer shall correct arithmetical errors on the following basis:
		(a) if there is a discrepancy between the unit price and the line item total, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price, as quoted, shall govern and the unit price shall be corrected; and
	(b) Where there is a discrepancy between the amounts in figures and words, the amount in words will govern. If a Tenderer refuses to accept the correction, its Tender shall be rejected.	
28. Tender: No Negotiation	28.1	No Negotiations shall be held with the lowest or any other Tenderer. A Tenderer shall not be required, as a condition for the award, to undertake responsibilities not stipulated in the Tender document, to change its price, or otherwise modify its Tender.
29. Tenders: Employer's Right to Accept or reject any or all	29.1	The Employer reserves the right to accept any Tender, to annul the Tender proceedings, or to reject any or all Tenders, at any time prior to contract award, without thereby incurring any liability to Tenderers, or any obligation to inform Tenderers of the grounds for the Employer's actions.

F. Contract Award

30. Award Criteria	30.1	The Employer shall award the Contract to the Tenderer whose offer is substantially responsive to the Tender Document and that has been determined to be the lowest evaluated Tender, provided that the Tenderer is determined to
--------------------	------	--

		be qualified to perform the Contract satisfactorily.
31. Notification of Award	31.1	Prior to the expiration of the period of Tender validity, the Employer shall notify the successful Tenderer, in writing that this Tender has been accepted.
	31.2	Until a formal contract is prepared and executed, the Notification of Award shall constitute a binding contract.
32. Performance Security	32.1	Within three (3-5) days of the issue of the Notification of Award from the Employer, the successful Tenderer shall furnish the Performance Security in the form of Pay Order or Demand Draft by the name of an Employer bank account.
	32.2	The proceeds of the performance security shall be payable to the Employer unconditionally upon first written demand as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
33. Contract Signing	33.1	At the same time as the Employer issues the Notification of Award, the Employer shall send the Contract Agreement and all documents forming the Contract, to the successful Tenderer.
	33.2	Within three (3) days of issue of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Employer.
34. Tenderer's Right to Complain	34.1	Any Tenderer has the right to complain if it has suffered or may suffer loss or damaged due to a breach of a duty imposed on the Employer by the Public Procurement Regulations 2003 (PPR).
	34.2	The complaint shall firstly be processed through an administrative review following the procedures set out in Regulation 51 of the PPR. The place and address for the first step in the submission of complaints to the Administrative Authority are provided in the TDS.
	34.3	If not satisfied with the outcome of the administrative review, the Tenderer may complain to the Review Panel pursuant to Regulation 53 of the PPR.

Section 2: Tender Data Sheet

ITT Clause	Amendment of, and Supplements to, Clauses in the Instructions to Tenderers
A. General	
ITT 1.1	<p>The Employer is Shushilan</p> <p>Enhancing Resilience of Coastal Communities and Improving Income of Extreme Poor Households in Khulna District of Bangladesh(ERCC) Project, Head office, Khulna.</p>
	<p>The Name of the Tender is:</p> <p>Polymer Water Tank Supply : 234 (Lot-1) & 150 (Lot-2)</p> <p>Household rainwater harvesting system fitting materials and fittings : 234 (Lot- 3) & 150 (Lot – 4)</p> <p>Dacope and Koyra Upazila under Khulna District under Enhancing resilience coastal communities and improving income of extreme poor households in Khulna district of Bangladesh(ERCC) project.</p> <p><i><u>(Based on Project Requirements, the number of Tank and fittings materials may increase or decrease and the actual number will be specified during the signing of the contract.)</u></i></p>
ITT 2.1	The source of fund is Enhancing resilience coastal communities and improving income of extreme poor households in Khulna district of Bangladesh (ERCC) project fund
ITT 2.3	The name of the Development Partner is <i>Shushilan</i>
ITT 4.1	<p>Open Tendering method</p> <p>All the Tenderers may submit Tenders with providing satisfactory information to the Employer of their capability and adequacy of resources to carry out the Contract effectively and shall meet the following minimum qualifying criteria:</p> <ol style="list-style-type: none"> a. average annual volume of construction turnover as specified in the TDS during the period specified in the TDS; b. experience as suppliers at least the number of completed supply stated in the TDS of a nature and complexity similar to the proposed work over the period stated in the TDS; and c. Liquid assets/availability of funds from its Banker has to successfully complete the Contract, as specified in the TDS.
ITT 4.4	<i>The following qualification criteria are applicable for this tender.</i>
	<p>(a) <u>Expérience</u> :</p> <p>The minimum amount of working experience is Tk.10, 00,000/- Taka (Ten Lakh Only) only for lot 01. and TK. 500000/- Taka (Five Lac only) for lot -2.</p> <p>The tenderer is to submit documents in support of this.</p>

B. Tender Document	
ITT 7.1	<p>For <u>clarification of Tenders purposes</u> only, the Employer's address is:</p> <p>Attention: Chief Executive, Shushilan, 155, Jalil Shorani, Rayermohol, Boyra, Khulna.</p> <p>Address: 155, Jalil Shorani, Rayermohol, Boyra, Khulna.</p> <p>Email: shahina@shushilan.org , mobile: 01727-071515</p>
C. Preparation of Tenders	
ITT 12.1(e)	Additional documents to be submitted by Tenderers are: Not Applicable
ITT 12.2(d)	<i>This Clause is applicable.</i>
ITT 12.2 (e)	<p>Additional documents to be submitted by Tenderers are:</p> <ol style="list-style-type: none"> 1) Attested photocopy of Valid Trade license, VAT registration, Tin Certificate, Experience certificate, Bank Solvency certificate. 2) List of the delivery plan and product available with the tenderer by which works will be executed.
ITT 15.1	The Tender validity period shall be 120 days.
ITT 16.1	In addition to the original of the Tender, 1 (one) copy was submitted.
D. Submission of Tenders	
17.2	<p>The inner and outer envelopes shall bear the following additional identification marks:</p> <p>"DO NOT TO OPEN BEFORE 3: 00 PM on 26/1/2022</p>
17.2	<p>For <u>Tender submission purposes</u> only, the Employer's address is:</p> <p>Attention: Chief Executive, Shushilan, 155, Jalil Shorani, Rayermohol, Boyra, Khulna-9000.</p> <p>The deadline for the submission of Tenders is:</p> <p>Date & Time : 26/1/2022 on before 1:00 PM.</p>
E. Tender Opening and Evaluation	
21.1	<p>The Tender opening shall take place at:</p> <p>Address: -, Shushilan, 155, Jalil Shorani, Rayermohol, Boyra, Khulna-9000.</p> <p>Date & Time 26/1/2022 on before 3:00 PM.</p>
F. Award of Contract	
22.1	The amount of Performance Security shall be 2 % (Two percent) of the Contract Amount.
23.2	<p>The name and address of the office where complaints to the Procuring Entity under Regulation 51 are to be submitted is:</p> <p>Address: Shushilan, 155, Jalil Shorani, Rayermohol, Boyra, Khulna-9000.</p>

Section 3: General Conditions of Contract

<p>1. Definitions</p>	<p>1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined terms:</p> <ul style="list-style-type: none"> (a) Completion Certificate means the Certificate issued by the Project Manager as evidence that the supplier has executed the Works in all respects as per specifications, and Conditions of Contract. Member from users' group and working group/sub-committee of beneficiaries Committee will provide his comments with signature in the certificate. (b) The Completion Date is the date of completion of the Works as certified by the Project Manager in accordance with GCC Clause 18. (c) Contract means the Agreement entered into between the Employer and the supplier to execute, complete and maintain the Works. (d) Supplier means the person or corporate body who's Tender to carry out the Works has been accepted by the Employer and is named as such in the PCC. (e) Contract Price means the price payable to the supplier as specified in the Contract Agreement. (f) The Supplier's Tender is the completed Tender Document including the priced offer submitted by the Supplier to the Employer. (g) Days mean calendar days. (h) A Defect is any part of the Works not completed in accordance with the Contract. (i) The Employer is the party named in the PCC who employs the Supplier to carry out the Works. (j) The Project Manager the person named in the PM, is responsible for supervising the execution of the works and administering the Contract. (k) The Intended Completion Date is the date specified in the Chief Executive on which the Supplier shall complete the Works and may be revised if an extension of time or an acceleration order is issued by the Chief Executive. (l) The Site is the area defined as such in the Work order. (m) The Works are what the Contract requires the Supplier to construct delivery and hand over to the Employer, as defined in the PC.
<p>2. Interpretation & Documents forming the Contract</p>	<p>2.1 In interpreting the GCC, singular also means plural, the male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed a part thereof or be taken into consideration in the interpretation or construing of the Contract. Words have their normal meaning under the language of the Contract unless specifically defined.</p>

	<p>2.2 The following documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> (a) The signed Contract Agreement. (b) The letter of Notification of Award. (c) The completed Tender Submission Sheet as submitted by the Tenderer. (d) The priced Schedule of Works including the product Specifications as submitted by the Tenderer. (e) The Particular Conditions of Contract. (f) The General Conditions of Contract. (g) Child protection, Supplier code of conduct, Health and Safety Policy” Whistleblowing Policy, Anti-Fraud Policy of Shushilan and Concern worldwide any other document listed in the PC as forming part of the Contract.
<p>3. Corrupt, Fraudulent, Collusive or Coercive Practices</p>	<p>3.1 The Employer requires that Supplier shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under Enhancing resilience coastal communities and improving income of extreme poor households in Khulna district of Bangladesh project’s funds.</p>
	<p>3.2 In pursuance of this requirement, the Employer shall</p> <ul style="list-style-type: none"> (a) exclude the Supplier from participation in the procurement proceedings concerned or reject a proposal for award; and (b) declare a supplier ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under Enhancing resilience coastal communities and improving income of extreme poor households in Khulna district of Bangladesh project’s fund; <p>if it at any time determines that the Supplier has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under Enhancing resilience coastal communities and improving income of extreme poor households in Khulna district of Bangladesh project’s funds.</p>
	<p>3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind referred to in GCC Sub-Clause 3.4 come to the knowledge of the Employer, it shall, in the first place, allow the Supplier to provide an explanation and shall, take actions as stated in GCC Sub-Clause 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Supplier concerned. Any communications between the Supplier and the Employer related to matters of alleged corrupt, fraudulent, collusive or coercive practices shall be in writing.</p>

	<p>3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(a) “corrupt practice” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;</p> <p>(b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement proceedings or the execution of a Contract to the detriment of the Employer;</p> <p>(c) “collusive practice” means a scheme or arrangement among two or more Tenderers with or without the knowledge of the Employer (prior to or after proposal submission) designed to establish Tender prices at artificial, non-competitive levels and to deprive the Employer of the benefits of free, open and genuine competition; and</p> <p>(d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a Contract.</p>
	<p>3.5 The Government requires that the Client’s personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.</p>
<p>4. Governing Language and Law</p>	<p>4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Employer, shall be written in English or Bengali unless otherwise stated in the PCC.</p> <p>4.2 The Contract shall be governed by and interpreted in accordance with the laws of the People’s Republic of Bangladesh.</p>
<p>5. Engineer’s Decision</p>	<p>5.1 Except where otherwise specifically stated in the PCC, the Engineer will decide Contractual matters between the Employer and the supplier in the role as representative of the Employer.</p>
<p>6. Delegation</p>	<p>6.1 The Project Manager may delegate any of his duties and responsibilities to his representative, after notifying the Supplier, and may cancel any delegation, without retroactivity, after notifying the supplier.</p>
<p>7. Communications and Notices</p>	<p>7.1 Communications between Parties pursuant to the Contract shall be in writing to the address specified in the PCC. Notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p>
<p>8. Sub- Contracting & Assigning</p>	<p>8.1 The Supplier shall not be permitted to subcontract any part of the Works, nor shall the Supplier be allowed to assign the Contract in completely or in part.</p>
<p>9. Supplier’s Personnel</p>	<p>9.1 The supplier shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the PCC, to carry out the functions stated in the Schedule, or other personnel approved by the Project coordinator.</p>

	<p>9.2 If the PM asks the Supplier to remove a person who is a member of the Supplier's staff or workforce from the Site, he shall state the reasons, and the Supplier shall ensure that the person leaves the Site within three (3) days and has no further connection with the work in the Contract.</p>
10. Welfare of Laborer's & Child Labor	<p>10.1 The Supplier shall provide proper accommodation to his labourers and arrange proper water supply, conservancy and sanitation arrangements at the site in accordance with relevant regulations, rules and orders of the government.</p>
	<p>10.2 The Supplier shall comply with the applicable minimum age labour laws and requirements of (including applicable treaties which have been ratified by) the Government of Bangladesh regarding hazardous forms of child labour.</p>
	<p>10.3 Supplier will assure that before commencement of the construction work, workers/ masons have received information of the risks and hazards through induction on health and safety concerns at construction site or on-the-job orientation (brief document on Concern worldwide health and safety policy is attached).</p>
11. Safety, Security and Protection of the Environment	<p>11.1 The Supplier shall throughout the execution and completion of the Works and the remedying of any defects there in :</p> <ul style="list-style-type: none"> (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site and the Works in an orderly state; (b) provide and maintain at the Supplier's own cost all lights, guards, fencing, warning signs and watching for the protection of the Works or for the safety on-site; and (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of the Suppliers methods of operation.
12. Access to the Site	<p>12.1 The Supplier shall allow the Project manager and any person authorised by the PM/Employer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.</p>
13. Documents, Information.	<p>13.1 The Supplier shall furnish to the PM all information, schedules, calculations and supporting documentation that may be requested of it.</p>
14. Property	<p>14.1 All materials on the Site, Equipment, Temporary Works and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the supplier's default.</p>

15. Insurance	<p>15.1 The Supplier shall provide, in the joint names of the Employer and the Supplier, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the PCC for the following events which are due to the Supplier's risks:</p> <ul style="list-style-type: none"> (a) loss of or damage to the Works; (b) loss of or damage to Materials ; (c) loss of or damage to property (except the Works, Plant, Materials and Equipment) in connection with the Supplier; and (d) Personal injury or death.
16. Possession of the Site	<p>16.1 The Employer shall give possession of the Site, or parts of the Site, to the Supplier on the date(s) specified in the PCC.</p>
17. Commencement of Works	<p>17.1 The Supplier may commence execution of the Works on the Start Date, or another such date as specified in the PCC, and shall carry out the Works in an expeditious manner.</p>
	<p>17.2 If the Supplier fails to commence the works within the above stated period, the Employer may, at his sole discretion, terminate the Contract and forfeit the Performance Security, if any.</p>
18. Completion of Works	<p>18.1 The Supplier shall complete the Works within the number of days stated in the PCC from the date of commencing the Works on the Site.</p>
19. Programme of Works	<p>19.1 Within the time stated in the PCC, the Supplier shall submit to the PM for approval a Programme showing the general methods, arrangements, and timing for all the activities of the Works.</p>
	<p>19.2 The Supplier shall submit to the PM for approval an updated Programme at intervals no longer than the period stated in the PCC.</p>
	<p>19.3 If the Supplier does not submit an up-dated programme at the intervals stated in the PCC, the PM may withhold an amount as stated in the PCC from the next payment certificate and continue to withhold this amount until the next due payment after the date on which the overdue Programme has been submitted.</p>
20. Early Warning	<p>20.1 The Supplier shall warn the PM in written form at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work result in increase to the Contract Price or delay in the execution of the Works.</p>
21. Compensation Events	<p>21.1 The following shall be Compensation Events:</p> <ul style="list-style-type: none"> (a) the Employer does not give access to the Site or part of the Site by the Site Possession Date stated in the PCC; and (b) if the payment is delayed pursuant to Clause 25.1.
	<p>21.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended, as appropriate, by the Engineer.</p>
22. Non-Scheduled Items of Works	<p>22.1 The Supplier shall be paid for non-scheduled items of works only when the Engineer approves such works and at the rates and in the manner stated in the PCC.</p>

23. Schedule of Works	23.1	The Schedule of Works will contain rates for all items for the construction including temporary works, installation, testing, and commissioning work to be done by the Supplier .
	23.2	The Supplier shall be paid for the quantity of the work done at the rate in the Contract Agreement for each item.
	23.3	The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies imposed outside and inside Bangladesh.
24. Payment Certificates	24.1	The Supplier shall submit to the PM Date wide statements of the estimated value of the work executed less the cumulative amount certified previously.
	24.2	The PM shall check the Supplier’s monthly statement and certify the amount to be paid to the Supplier.
	24.3	The value of work executed shall be determined by the PM.
	24.4	The value of work executed shall comprise the value of the quantities of the items in the Schedule of Works completed.
	24.5	The value of work executed shall include the valuation of Variations, Certified Day works and Compensation Events.
	24.6	The PM may exclude any item certified in previous certificates or reduce the proportion of any item previously certified in any certificate in the light of later information.
25. Payments and Currency	25.1	The Employer shall pay the supplier the amounts certified by the PM within twenty-eight (28) days of the date of each certificate. VAT and TAX will be deducted at source according to the GoB policy. All payments shall be made in Bangladeshi Taka.
	25.2	The Employer shall not make any Advance Payment to the Supplier.
26. Retention	26.1	The Employer shall not retain any payment until the completion of the whole of the Works.
	26.2	On completion of the whole of the Works, the total amount retained shall be repaid to the Supplier But security deposit will be repaid when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the PC to the Suppliers before the end of this period have been corrected.
27. Liquidated Damages	27.1	The Supplier shall pay liquidated damages to the Employer at the rate per day stated in the PCC for each day that the Completion Date is later than the Intended Completion date for the works or for any part thereof.
28. Performance Security	28.1	If so specified in the Notification of Award, a Performance Security shall be provided to the Employer in the amount and form of Demand Draft/Pay Order. The Performance Security shall be valid until a date twenty-eight (28) days from the date of closing of Defect liability period.
29. Cost of Repairs	29.1	Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the supplier at the Supplier’s cost if the loss or damage arises from the Supplier’s acts or omissions

30. Completion	30.1 The Supplier shall request the PC to issue a Certificate of Completion of the Works, and the PC will do so upon deciding that the work is completed.
31. Correction of Defects	31.1 The PM shall give notice to the Supplier of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the PCC. The Defects Liability Period shall be extended for as long as the Defects remain to be corrected.
	31.2 If the Supplier has not corrected a Defect within the time specified in the PM's notice, the PC will assess the cost of having the Defect corrected, and the Supplier will pay this amount.
32. Taking Over	32.1 The Employer shall take over the Site and the Works within seven (7) days of the PM issuing a Certificate of Completion.
33. Final Account	33.1 The Supplier shall supply the PM a detailed account of the total amount that the Supplier's considers payable under the Contract. The Engineer shall certify any final payment that is due to the Supplier within fifteen (15) days of receiving the Supplier's account if it is correct and complete.
	33.2 The Employer shall effect payment of the final account within twenty-eight (28) days from the date of certification by the PM
34. Termination	34.1 The Employer or the Supplier by giving twenty-eight (28) days written notice of default to the other party may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract.
	34.2 Fundamental breaches of the Contract shall include, but shall not be limited to, the following: (a) the Supplier stops work for more than twenty-eight (28) days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the PM ; (b) the PC gives notice that failure to correct a particular defect is a fundamental breach of contract and the Suppliers fails to correct it within a reasonable period of time determined by the PM (c) the Supplier has delayed the completion of the Works by the number of days for which the maximum amount of Liquidated Damages can be paid; (d) the Supplier, in the judgment of the Employer, has engaged in corrupt or fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract; and (e) a payment certified by the PM is not paid to the Supplier by the Employer within fifteen (15) days of the date of the PM certificate.
	34.3 The Employer and the Supplier may at any time terminate the Supplier by giving notice to the other party if either of the parties becomes bankrupt or otherwise insolvent. In such event, the termination will be without compensation to any party provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue to the other party.
	34.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

	34.5	If the Contract is terminated, the Supplier is to stop work immediately, make the Site safe and secure and hand over the Site to the Employer as soon as reasonably possible.
35. Payment upon Termination	35.1	If the Contract is terminated because of a fundamental breach of Contract by the Supplier, the Chief Executive shall issue a certificate for the value of the work ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the PCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Supplier, the difference shall be a debt payable to the Employer.
	35.2	If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Supplier shall be entitled to payments for completed works and the materials that have been brought to the site for the purpose of the works, but not used as certified by the Engineer after adjusting any payments received by the Supplier.
36. Release from Performance	36.1	If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Supplier, the PM shall certify that the Contract has been frustrated. The Supplier shall make the Site safe and stop work as quickly as possible, after receiving this certificate. The Supplier shall be paid for all works carried out before stoppage of work and any work carried afterward adds to which a commitment was made.
37. Settlement of Disputes	37.1	The Employer and the Supplier shall use their best efforts to settle amicably all disputes arising out of or in connection with this Supplier or its interpretation.
	37.2	Any dispute between the parties to the Contract that may not be settled amicably will be referred to Arbitration at the initiative of either of the parties.
	37.3	The Arbitration shall be conducted in accordance with the Arbitration Act 2001 of Bangladesh as at present in force.

Section 4: Particular Conditions of Contract

Clause Ref.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
PCC 1.1(d)	The Supplier is
PCC 1.1(i)	The Employer Shushilan, Enhancing resilience coastal communities and improving income of extreme poor households in Khulna district of Bangladesh (ERCC) project.
PCC 1.1(j)	The PCM is: Project PM of Shushilan. Sankar Kumar Das, 155, Jalil Shorani, Rayermohol, Boyra, Khulna.
PCC 1.1(k)	The Intended Completion Date for the whole of the Works shall be 234 with in 3 rd week of February 2022 and 150 pcs within 1 st week of April 2022
PCC 1.1(l)	The Site is located in different areas of Koyra & Dacope Upazila at union Level (Delivery location herewith attached)
PCC 1.1(m)	<p>1. Lot-1 Polymer Water Tank Supply: 234 pcs Dacope and Koyra Upazila under Khulna District under Enhancing resilience coastal communities and improving income of extreme poor households in Khulna district of Bangladesh (ERCC) project.</p> <p>2. Lot-2 Polymer Water Tank Supply: 150 pcs Dacope and Koyra Upazila under Khulna District under Enhancing resilience coastal communities and improving income of extreme poor households in Khulna district of Bangladesh (ERCC) project.</p> <p>3. Lot-3 Fittings materials with fittings: 234 pcs Dacope and Koyra Upazila under Khulna District under Enhancing resilience coastal communities and improving income of extreme poor households in Khulna district of Bangladesh (ERCC) project.</p> <p>4. Lot-4 Fittings materials with fittings: 150 pcs Dacope and Koyra Upazila under Khulna District under Enhancing resilience coastal communities and improving income of extreme poor households in Khulna district of Bangladesh (ERCC) project.</p>
PCC 2.2(i)	The additional documents forming part of this Contract are: i) Additional Condition of contract.
PCC 4.1	The Language governing the Contract shall be either English or Bengali.
PCC 7.1	<p>The addresses for Communications shall be:</p> <p><u>For the Employer:</u> Chief Executive, 155, Jalil Shorani, Rayermohol, Boyra, Khulna.</p> <p><u>For the Supplier:</u></p>

PCC 15.1	For insurance purposes the type of cover required shall be:										
	Type of Cover	Amount of Cover									
	Supply	As per workmen's compensation act 1923 and its subsequent amendments.									
PCC 16.1	Possession of the site shall be within 10 (Ten) days from the date of issuing of the work order.										
PCC 17.1	Commencement of work shall be within 10 (ten) days from the date of issuing work order.										
PCC 18.1	Completion of works shall be within 15 days from the date of commencing the works on the site.										
PCC 19.1 & 19.2	The Supplier shall submit the first delivery plan of Works 5 (five) days after signing the Contract, and shall update the 2 nd plan every day during the period of the Contract.										
PCC 22.1	The rates for non-scheduled items of work shall be as per agreed rates if known, if not known, and then the rates for non-scheduled items of work shall be determined by the Chief Executive.										
PCC 25.1	<p>- The Development partner, Concern Worldwide representative, Working group/sub-committee of beneficiaries will supervise the implementation of the work.</p> <p>- Payment will be made to the supplier from the development partner on:</p> <ul style="list-style-type: none"> ▪ Certification of Bill by the PM, as defined in the PCC clause 1.1 (j) and ▪ Certification from the Users' Group representative based on a Challan/Acknowledgement and representative from beneficiaries. <p><u>Payment Condition</u></p> <p>The Shushilan bill will be paid by the account payee check with the following conditions:</p> <p><u>Bill Payment Schedule:</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Install-ment</th> <th style="width: 25%;">Completed Works (Estimated)</th> <th style="width: 40%;">Payment will be made upon:</th> <th style="width: 20%;">Percentage of Payments (%)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">NO</td> <td>After completion of the works (successful Delivery of Tank</td> <td>Certificated by the Project Manager and representatives of Beneficiaries</td> <td style="text-align: center;">100 % total contract amount</td> </tr> </tbody> </table>			Install-ment	Completed Works (Estimated)	Payment will be made upon:	Percentage of Payments (%)	NO	After completion of the works (successful Delivery of Tank	Certificated by the Project Manager and representatives of Beneficiaries	100 % total contract amount
Install-ment	Completed Works (Estimated)	Payment will be made upon:	Percentage of Payments (%)								
NO	After completion of the works (successful Delivery of Tank	Certificated by the Project Manager and representatives of Beneficiaries	100 % total contract amount								
PCC 25.2	No advance payment shall be made.										
PCC 27.1	<p>The liquidated damages for the whole of the Works are 0.05% of the final Contract Price per day of delay.</p> <p>The maximum amount of liquidated damages for the whole of the Works is 5% (five percent) of the final Contract Price.</p>										
PCC 31.1	The Defects Liability Period shall be 120 (one hundred twenty) days.										

Section 5: Tender and Contract Forms

Form	Title
Tender Forms	
W-1	Tender Submission Sheet
Contract Forms	
W-4	Notification of Award
W-5	Contract Agreement

Forms W1-W2 comprise part of the Tender Format and should be completed as stated in ITT Clause 12.

Forms W4-W5 comprises part of the Contract as stated in GCC Clause 2.

Section 6: Schedule of Works including Product Specifications

Item Details:

Lot- 1

Sl. No	Item description	Unit	Quantity	Unit Price (Including Vat, Tax, and others)	Total Price Including Vat, Tax, and others)	Warra nty /Guar anty	Remarks
01	Polymer Tank (As per the attached details specifications), Size 2000 LT	Pcs	234				1st slot delivery time within 3 rd week of February 2022
Total							

Total Taka in words :(-----)

Section 6.1: Schedule of Works including Product Specifications

Item Details:

Lot: 02

Sl. No	Item description	Unit	Qua nty	Unit Price (Including Vat, Tax, and others)	Total Price Including Vat, Tax, and others)	Warr anty /Guar anty	Remarks: 2nd slot delivery time will be 1 st week of April 2022
01	Polymer Tank (As per the attached details specifications), Size 2000 LT	Pcs	150				2nd slot delivery time will be 1 st week of April 2022
Total							

Total Taka in words :(-----)

Section 6.2: Schedule of Works including Product Specifications

Item Details:

Lot: 3

Sl. No	Item description	Unit	Quantity	Unit Price (Including Vat, Tax, and others)	Total Price Including Vat, Tax, and others)	Warra nty /Guara nty	Remarks
1.	3`` uPVC pipe - 75 mm, 2.2mm thickness ,class-B (20` for each tank)	Feet	4680				For 234 (fitting materials and fitting)
2.	3`` PVC bend	Pcs	234				
3.	3`` PVC reducer	Pcs	234				
4.	1.5`` uPVC Pipe- water grade thread pipe(20` for each tank)	Feet	4680				
5.	1.5`` PVC - T	Pcs	234				
6.	1.5`` PVC bend	Pcs	702				
7.	1`` GI Pipe (1 feet size)	Pcs	234				
8.	1``/½`` GI reducer	Pcs	234				
9.	1.5`` PVC ball valve	Pcs	234				
10.	Water tap(bib cock)	Pcs	234				
11.	Solution (100gm tube)	Pcs	234				
12.	Trade tape	Pcs	234				
13.	Plumber cost	Set	234				
Total							

Total Taka in words :(-----)

Section 6.3: Schedule of Works including Product Specifications

Item Details:

Lot: 04

Sl. No	Item description	Unit	Quantity	Unit Price (Including Vat, Tax, and others)	Total Price Including Vat, Tax, and others)	Warranty /Guaranty	Remarks
1	3" uPVC pipe - 75 mm, 2.2mm thickness ,class-B (20' for each tank)	Feet	3000				For 150 (fitting materials and fitting)
2.	3" PVC bend	Pcs	150				
3.	3" PVC reducer	Pcs	150				
4.	1.5" uPVC Pipe- water grade threat pipe(20' for each tank)	Feet	3000				
5.	1.5" PVC - T	Pcs	150				
6.	1.5" PVC bend	Pcs	450				
7.	1" GI Pipe (1 feet size)	Pcs	150				
8.	1"/2" GI reducer	Pcs	150				
9.	1.5" PVC ball valve	Pcs	150				
10.	Water tap(bib cock)	Pcs	150				
11.	Solution (100gm tube)	Pcs	150				
12.	Trade tape	Pcs	150				
13.	Plumber cost	Set	150				
Total							

Total Taka in words : (-----)

7. Technical Specification of Polymer, Tank Lot – 1 & 2

SL	Item Name	Unit	Quantity	Remarks	Duration
1	Polymer Tank (Price including Vat, Tax, Transportation and others at Ward level as Shushilan requirements)	Pcs	384	Capacity: 2000 Litter Type of Tank : Vertical (Food Graded) Layer: Double Colour: Black Size: Minimum height 5 – 6 feet, Diameter: Minimum 4 - 5 feet Weight : Minimum 44 -50 kg Thickness: Minimum 5-7 MM	To ensure within 15 days of issuing work order
2	Single color Screen Print (3 logo, project name and messages) size: 2 feet X 1.5 feet Also some messages (attached herewith)	Pcs	384	Permanent color	
3	Separate bill and Warranty Card for each tank with plastic folder (clip system)	Pcs	384	Vendor must have to provide separate bill for each water tank and fitting materials with warranty card in plastic folder	

7.1 Technical Specification of Fitting materials with fittings, Lot - 3 & 4

SL	Item Name	Unit	Quantity	Remarks	Duration
1.	3" uPVC pipe - 75 mm, 2.2mm thickness ,class-B (20` for each tank)	Feet	7680	75 mm 2.2 thickness (20` for each tank), Class – B. RFL or A-1 or National polymer or equivalent.	
2.	3" PVC bend	Pcs	384	RFL or A-1 or National polymer or equivalent.	
3.	3" X 1.5" PVC reducer	Pcs	384	RFL or A-1 or National polymer or equivalent.	
4.	1.5" uPVC Pipe- water grade threat pipe(20` for each tank)	Feet	7680	37.5 mm Upvc (20` for each tank), Class – C. RFL or A-1 or National polymer or equivalent.	
5.	1.5" PVC - T	Pcs	384	RFL or A-1 or National polymer or equivalent.	
6.	1.5" PVC bend	Pcs	1152	RFL or A-1 or National polymer or equivalent.	
7.	1" GI Pipe (1 feet for each tank)	Pcs	384	RFL or equivalent	
8.	1"/2" GI reducer	Pcs	384	RFL or equivalent	
9.	1.5" PVC ball valve	Pcs	384	Best quality	
10.	Water tap (bib cock)	Pcs	384	Best quality	
11.	Solvent cement (100gm tube)	Pcs	384	Best quality	
12.	Threat tape	Pcs	384	Best quality	
13.	Labour, transport & mission	Per set	384		

Section 8: List of delivery sites

Sl. no	Name of UP	Upzila	Numbers	Remarks
1.	Kamarkhola	Dacope		Place wise final number will be provided with work order. Fitting service has to provide going to the household of the project beneficiaries in the village level.
2.	Tikdanga	Dacope		
3.	Sutarkhali	Dacope		
4.	Moharajpur	Koyra		
5.	Uttar Bedkashi	Koyra		
6.	Daskhin Bedkashi	Koyra		
Total:			384 (water tank and fitting materials)	

Section 9: Additional Conditions of Contract (চুক্তির অন্যান্য শর্তাবলী)

১.	দরপত্রের সাথে সরবরাহকারী প্রতিষ্ঠানের সরকারি/আধাসরকারি দপ্তর হতে বর্তমান অর্থ বছরের জন্য নবায়নকৃত লাইসেন্স, আয়কর পরিশোধের সনদ ও হালনাগাদ ভ্যাট রেজিস্ট্রেশন, ব্যাংক সলভেন্সি, অভিজ্ঞতার সনদ এর সত্যায়িত কপি সংযুক্ত করতে হবে।
২.	দরপত্রে অংশগ্রহণকারী ঠিকাদার/ব্যবসায়ী প্রতিষ্ঠানের যে সকল কারণে দরপত্র non- responsive বলে গণ্য হবে : (ক) (সেকশন ৯ এর চাহিত ডকুমেন্টস সংযোজিত না থাকলে। (খ) করলে। (গ)
৩.	সীল মোহরকৃত খামে টেন্ডারের কভারে কাজের নাম এবং সরবরাহকারী প্রতিষ্ঠানের নাম অবশ্যই লিখতে হবে এবং সীল গালা করে দরপত্র দাখিল করতে হবে।
৪.	প্রস্তাবিত দর লেখার ক্ষেত্রে কোন ঘষামাজা, ওভার রাইটিং বা কাটাকাটি হলে উক্ত স্থলে দরদাতার স্বাক্ষর করতে হবে।
৫.	উদ্ধৃত দর অস্পষ্ট থাকলে বা ফুইড ব্যবহার করে পুনঃ লিখন পরিলক্ষিত হলে উক্ত স্থলে দরদাতার স্বাক্ষর থাকতে হবে।
৬.	সিডিউলের দর প্রদানে বা দরপত্রের কাগজপত্রে কোন গরমিল/ত্রুটি পরিলক্ষিত হলে দরপত্র মূল্যায়ন কমিটির সিদ্ধান্তই চূড়ান্ত বলে গণ্য হবে।
৭.	যিনি সরবরাহকারীর পক্ষে কাজ তদারকি করবেন এবং একটি সুসম ও গ্রহনযোগ্য Work plan দাখিল করতে হবে এবং Work plan মোতাবেক মালামাল কাজ সম্পন্ন করতে হবে।
৮.	মূল্যায়িত সর্বনিম্ন (Evaluated lowest) দরদাতাকে Notification of Award পাওয়ার ৫(পাঁচ) দিনের মধ্যে সুশীলন বরাবরে পে-অর্ডার/ব্যাংক ড্রাফট আকারে গৃহীত টাকার মোট মূল্যের উপর ২% Performance Security জমা দিয়ে সুশীলন সাথে চুক্তিপত্র সম্পাদন করতে হবে। নির্ধারিত সময়ের মধ্যে ২% টাকা জমা দিয়ে চুক্তিপত্র সম্পাদন করতে ব্যর্থ হলে তার/তাদের দরপত্র বাতিল বলে গণ্য হবে।
৯.	চুক্তিবদ্ধ সরবরাহকারী প্রতিষ্ঠানকে দপ্তরীয় বিনির্দেশ/নকশা মোতাবেক যাবতীয় কাজ নির্দিষ্ট সময়ের মধ্যে সমাপ্ত করতে হবে।
১০.	পলিমার ট্যাংকের বিবরণ ও ট্যাংক ফিটিং মালামাল ও ফিটিং সুশীলন এর চাহিদা অনুসারে একই থাকতে হবে।

১১.	সকল মালামাল নির্দিষ্ট সময়ের মধ্যে সরবরাহ সম্পন্ন করতে হবে।
১২.	কার্যাদেশ প্রদানের এর তারিখ হইতে অনধিক ১০ (পাঁচ) দিনের মধ্যে ডেলিভারীর কাজ শুরু করতে হবে। চুক্তি স্বাক্ষরকালে স্থাপন সাইট লিষ্ট সুশীলন কার্যালয় হইতে সরবরাহকারীকে নিজ দায়িত্বে অবশ্যই সংগ্রহ করে নিতে হবে।
১৩.	অপ্রত্যাশিত কোন কারণে কার্যাদেশ প্রদানে বিলম্ব হতে পারে। সেই ক্ষেত্রে সরবরাহকারীর কোন বাড়তি দাবী গ্রহণযোগ্য হবে না।
১৪.	আহ্বানকৃত দরপত্রে উল্লেখিত পলিমার ট্যাংকের সংখ্যা কমিউনিটির এর চাহিদা অনুযায়ী কম বা বেশি হতে পারে। প্রকৃত সংখ্যা চুক্তি সম্পাদনের সময় নির্ধারিত হবে।
১৫.	নির্বাচিত স্থানের তালিকা (Site list) এক সাথে সরবরাহ করা নাও হতে পারে। সেক্ষেত্রে কাজের স্বার্থে সুশীলন কর্তৃক যখন যে কয়টি স্থান সরবরাহ করা হবে সেই কয়টিতে সরবরাহকারীকে কাজ করতে বাধ্য থাকবেন। অনুমোদনকৃত স্থানের তালিকা (Site list) পরিবর্তন করা যাবে না।
১৬.	ঠিকাদার/ঠিকাদারী প্রতিষ্ঠানের মালিক নিজেই নির্দিষ্ট স্থানে দরপ্রস্তাব করিবেন (একই কালি দ্বারা স্ব-হস্তে) এবং আনুষঙ্গিক কাগজ পত্রাদির প্রতি পাতায় স্বাক্ষর করিবেন।
১৭.	সরকার কর্তৃক নির্ধারিত বিভিন্ন সময়ে জারীকৃত নির্দেশ মোতাবেক সরবরাহকারীর বিল হতে ভ্যাট ও আয়কর কর্তন করা হবে।
১৮.	ত্রুটিজনিত দায়ের মেয়াদ (Defects Liability Period) কার্য সমাপনের তারিখ হতে দরপত্রে উল্লেখিত সময় (৩০ দিন) পর্যন্ত বলবৎ থাকবে এবং তা উল্লেখিত ব্যাংক হিসাবে জামানত (Performance Security) জমা থাকবে।
১৯.	কার্যাদেশ প্রাপ্তির পর ন্যায়সংগত কারণ ছাড়া নির্ধারিত সময়ের মধ্যে যদি কোন সরবরাহকারী প্রতিষ্ঠান সন্তোষজনক অগ্রগতি প্রদর্শনে ব্যর্থ হয় তবে তার কার্যাদেশ বাতিল করে দেয়া হবে। এ বিষয়ে সরবরাহকারীর কোন ওজর আপত্তি গ্রহণযোগ্য হবে না।
২০.	দাখিলকৃত দরপত্র বাতিলসহ নিম্নলিখিত ক্ষেত্রে বাজেয়াপ্ত/Forfeit করা হবেঃ (ক) যদি দরপত্রদাতা দরপত্র খোলার পরে Tender Validity Period এর মধ্যে দাখিলকৃত দরপত্র প্রত্যাহার করেন। (খ) যদি দরপত্রদাতা দাখিলকৃত দরপত্রটি নিজের বলে অস্বীকার করেন। (গ) যদি নির্বাচিত দরপত্রদাতা নির্দিষ্ট সময়ে চুক্তি সম্পাদনে ব্যর্থ হন। (ঘ) যদি কোন দরপত্রদাতা কোন প্রকার শর্ত আরোপ করেন।
২১.	(ঙ) সংশ্লিষ্ট দরপত্রে জয়েন্ট ভেঞ্চার প্রযোজ্য হবে না।
২২.	চুক্তির এই অন্যান্য শর্তাবলী (Additional Conditions of Contract) দরপত্রের একটি দলিল হিসেবে গন্য হবে।

10. টেন্ডার সাবমিশন শীট

স্মারক নং

তারিখ

বরাবর,
নির্বাহী প্রধান
সুশীলন

১৫৫, জলিল স্বরনী, রায়েরমহল, বয়রা, খুলান।

আমি/আমরা নিম্ন স্বাক্ষরকারী দরপত্রে বর্ণিত শর্তাবলী, দলিলাদি মানিয়া লইয়া অত্র দরপত্র দাখিল করিলাম।

দরপত্রে আমার/আমাদের দাখিলকৃত দর সমদর যাহার মোট মূল্যঃ (অঙ্কে)-----

--

(কথায়ঃ)

আমার/আমাদের দরপত্র গৃহীত হইলে অঙ্গীকার করা যাইতেছে যে, আমি /আমরা সর্বনিম্ন দরদাতা হিসেবে বিবেচিত হলে টেন্ডার ডাটাশীটে বর্ণিত পারফরমেন্স সিকিউরিটি মানি যথারীতি জমা প্রদান করিব; যাহা ডিফেক্ট লায়াবিলিটি পিরিয়ডের পর ৩০ দিন পর্যন্ত বহাল থাকিবে।

ঘোষণা করা যাইতেছে যে, কোন মালামাল নিষিদ্ধ ঘোষিত দেশ হইতে সরবরাহ করা হইবে না এবং আরও ঘোষণা করা যাইতেছে যে, আমি/আমরা রাষ্ট্র বিরোধী কোন কাজের জন্য দেশের কোন আইন দ্বারা অযোগ্য ঘোষিত হই নাই এবং আমার/আমার প্রতিষ্ঠানের নাম এ Anti-terrorist তালিকায় অন্তর্ভুক্ত নাই।

আমি/আমরা এই দরপত্রের জন্য একাধিক দরপত্র দাখিল করি নাই। আরও অবগত আছি যে, আপনার কর্তৃক নোটিফিকেশন অব এ্যওয়ার্ড পাইবার পর চুক্তিনামায় যথারীতি স্বাক্ষর প্রদান সাপেক্ষে কাজের জন্য চুক্তিবদ্ধ হইব। আমি/আমরা বিশেষভাবে অবগত আছি যে, কর্তৃপক্ষ মূল্যায়নকৃত সর্বনিম্ন দরদাতার দর গ্রহণ করিতে বাধ্য নহেন।

তারিখ :

স্বাক্ষর :

মালিকের নাম :

প্রতিষ্ঠানের নাম :

ঠিকানা :

সীল মোহরঃ

Section 11: Child protection ,Supplier code of conduct, Health and Safety Policy” Whistleblowing Policy , Anti-Fraud Policy of Shushilan and concern worldwide

সুশীলন এবং কনসার্ন ওয়ার্ল্ডওয়াইড কর্তৃক প্রণীত হেলথ এন্ড সেফটি পলিসি এবং **supplier Code of conduct** যা **Korean International Cooperation Agency (KOICA)** অর্থায়নে পরিচালিত সরবরাহের কাজের জন্য প্রযোজ্য।

সেকশন-১ঃ নীতি নির্ধারণ মূলক বক্তব্য (Policy Statement)

স্বাস্থ্য ও সেফটি বিষয়টিকে সুশীলন তার কার্যক্রমের একটি অবিচ্ছেদ্য অংশ বলে মনে করে। তাই সুশীলন তার কর্মএলাকায় সরবরাহের কাজে সরবরাহকারী, পরিদর্শক ও সংশ্লিষ্ট অন্যান্যদের স্বাস্থ্য ও সেফটি বিষয়টিকে নিশ্চিত করার লক্ষ্যে সম্ভাব্য সকল ধরনের পদক্ষেপ নেয়ার ব্যাপারে আগ্রহী।

স্বাস্থ্য ও সেফটি নীতিমালাটির মূল লক্ষ্য হলো দুর্ঘটনা এড়ানো, যার ফলে সাধারণত নিম্নবর্ণিত ঘটনাগুলো ঘটে থাকেঃ

- ব্যক্তি আহত হয় বা স্বাস্থ্যহানি ঘটে
- সম্পদের ক্ষতি হয়
- কাজে বিঘ্ন ঘটে
- দুর্ঘটনা ঘটায় ফলে সুশীলন এর দক্ষতা ও সুনামে নেতিবাচক প্রভাব পড়তে পারে

সেকশন-২ঃ আইন এবং সূত্রসমূহ

বাংলাদেশ সরকারের স্বাস্থ্য ও নিরাপত্তা বিষয়ক সুনির্দিষ্ট কোন আইন বা বিধি নেই। এই নীতিমালাটি করার ক্ষেত্রে ইমারত নির্মাণ আইন ১৯৫২ এবং বাংলাদেশ শ্রমিক আইন (Labor Law) পর্যালোচনা করা হয়েছে। বাংলাদেশ জাতীয় নির্মাণ কোড এ নির্মাণ কাজের সময় স্বাস্থ্য ও নিরাপত্তা বিষয়ে যে সাবধনতাগুলো অবলম্বন করতে বলা হয়েছে এবং বাংলাদেশ শ্রমিক আইনে নিরাপত্তার ক্ষেত্রে যে বিষয়গুলো উল্লেখ করা হয়েছে সেখান থেকে বেশ কিছু বিষয় কনসার্ন ওয়ার্ল্ডওয়াইড এই নীতিমালায় অন্তর্ভুক্ত করেছে।

সেকশনঃ ৩ ব্যক্তি পর্যায়ে সেফটির জন্য যন্ত্রপাতি :

- শক্ত টুপি (হার্ড হেলমেট) কর্মস্থলে সম্ভব হলে সকল কর্মচারীদের পরিধান করতে হবে।
- কর্মস্থলে সম্ভব হলে সকল কর্মচারীর জন্য চোখের সুরক্ষা চশমা (পার্শ্ব ঢাকনা সহ) পরিধান করতে হবে
- পতন থেকে সুরক্ষাঃ ৬ ফুটের উপরে পড়ে যাওয়ার সম্ভাবনা আছে এমন জায়গায় কর্মরত প্রত্যেক কর্মচারীকে পতন থেকে সুরক্ষা পাওয়ার বিষয়ে প্রশিক্ষণ গ্রহণ করতে হবে এবং তা কাজে লাগাতে হবে।
- হাতের সুরক্ষাঃ যে সকল কর্মচারীর হাত কাটার বা রাসায়নিক পদার্থের সংস্পর্শে আসার বা পুড়ে যাওয়ার সম্ভাবনা আছে তারা সবাই হ্যান্ড গ্লাভস ব্যবহার করবে।
- রাবারের বুটঃ যে সকল কর্মচারীর পা বা পায়ের পাতা কিউরিংবিহীন কংক্রীট ঢালার সময় কংক্রীট বার্ণ (Concrete burn) এর সম্ভাবনা আছে তারা সকলে ভালো রাবারের বুট পরিধান করবেন।
- অন্যান্যঃ বিভিন্ন ধরনের কাজের ক্ষেত্রে অন্যান্য ব্যক্তিগত সুরক্ষার যন্ত্রপাতির প্রয়োজন হতে পারে। সেক্ষেত্রে কর্মচারীগণকে এই যন্ত্রপাতিগুলো ব্যবহার করতে পারতে হবে। সুপারভাইজারের দায়িত্ব হল সঠিক যন্ত্রপাতি যথাস্থানে আছে কিনা এবং তা ভালো অবস্থায় আছে কিনা তা দেখা।

সংযোজনীঃ দুর্ঘটনা/ এ্যাকসিডেন্ট অবহিতকরণের উদ্দেশ্যে প্রেরিতব্য তথ্যসমূহ

ঘটনার তারিখ এবং সময়	
আহত ব্যক্তির নাম ও ঠিকানা	
বয়স :	বৈবাহিক অবস্থাঃ
আহত ব্যক্তি কি সুশীলন এ কর্মরত ? হ্যাঁ / না	
যদি না হয় হবে তার পরিচিতি (যেমন, পরিদর্শক, জনগণের মধ্যে কেউ, উপ-ঠিকাদার)	
নিয়োগকারীর নাম ও ঠিকানা	
ঘটনার প্রকৃত স্থানঃ	
আঘাতের ধরন (মারাত্মক হলে দয়া করে উল্লেখ করুন)	
যন্ত্রপাতি, সম্পদ ইত্যাদির ক্ষতি এবং আঘাতের ঘটনা ঘটলে তার উল্লেখসহঃ	
ঘটনার সংক্ষিপ্ত বিবরণ	
প্রতিবেদন প্রণয়নকারী	
নাম	
পদ/পদবী	
স্থানঃ	
প্রতিবেদনের তারিখ	
স্বাক্ষর	

12.নিম্নের ছকটি সরবরাহ প্রতিষ্ঠান কর্তৃক পূরণীয় :

দরপত্র প্রদানকারী প্রতিষ্ঠানের নাম :

স্বাক্ষর ও সীল :

ঠিকানা :

মোবাইল নং :