



**TELEPHONE SHILPA SANGSTHA LTD
TONGI, GAZIPUR-1710.**

Request for Quotation Document (National)

**Reparing works of TSS GPO office Room No -07 Dak Bhaban Dhaka-1000.
[Request for Quotation Method]**

RFQ No: 14.36.0000.017.026.01.22.03

Date: 06.02.2022

PW1 (SRFQ)

RFQ No: 14.36.0000.017.026.01.22.03

Date: 06.02.2022

To

Subject: Reparing works of TSS GPO office Room No -07 Dak Bhaban Dhaka-1000.

1. The **TELEPHONE SHILPA SANGSTHA LTD TONGI, GAZIPUR-1710** has been allocated public funds and intends to apply a portion of the funds to eligible payments under the Contract for which this Quotation Document is issued.
2. Detailed Specifications and, Design & Drawings for the intended 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.
3. 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.
5. No Securities such as Quotation Security (i.e. the traditionally termed Earnest Money, Tender Security) and Performance Security shall be required for submission of the Quotation and 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 15.02.2022 Time: 12.00 pm. The envelope containing the Quotation must be clearly marked "Quotation for Reparing works of TSS GPO office Room No -07 Dak Bhaban Dhaka-1000 and DO NOT OPEN before 15.02.2022 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.
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 **Repairing works of TSS GPO office Room No -07 Dak Bhaban Dhaka-1000.** within 15 (Fifteen) 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.

06/02/2022

Name: Md. Miganur Rahaman Mollah
Designation: **DGM (Maintenance)**
Date: 06.02.2022
Address: Tongi, Gazipur.
Phone No. 01550017329

Distribution:

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



Quotation Submission Letter

[Use Letter-head Pad]

RFQ No: 14.36.0000.017.026.01.22.03

Date: 06.02.2022

To:

DGM (Maintenance)

&

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 **Repairing works of TSS GPO office Room No -07 Dak Bhaban Dhaka-1000**. 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:



Revised Price Schedule for Goods and Related Services.

RFQ No: 14.36.0000.017.026.01.22.03

Date: 06.02.2022

Bill of Quantities.

Item No.	Description of Items of Works (specifications preferably built-in)	Unit	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	Taking out of old roof tiles and ridges	sqm	9.00			
02	Dismantling of unserviceable/damaged brick works (with thickness 75/125 mm in foundation and superstructure at distance.	sqm	5.57			
03	125 mm brick works with first class bricks in cement sand (F.M. 1.2) mortar (1:4) and making bond with connected walls including 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 and other charges etc. all complete and accepted by the Engineer-in-charge.(Cement: CEM-II/A-M) In ground floor	sqm	5.81			
04	Providing Minimum 12 mm thick cement sand (F.M. 1.2) plaster (1:4) with fresh cement to both inner and outer surface wall, 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 and other charges etc. all complete in all respect as per drawing and accepted by the Engineer. (CEM -II/A-M)	sqm	9.57			
05	Mass concrete (1:2:4) in foundation or floor with cement, sand (F.M. 1.2) and picked jhama chips including breaking chips, screening, mixing, laying, compacting to levels and curing for at least 7 days including the supply of water, electricity and other charges and costs of tools and plants etc. all complete and accepted by the Engineer -in-charge. (Cement: CEM-II/A-M)	cum	0.21			
06	Renewing of 3 mm glass panes in steel frame including supply of glass	sqm	10			
07	Renewing of synthetic polyvinyl distemper : 2 coat	sqm	63.81			
08	Renewing of french polishing: 2 coat	sqm	11.68			




09	Renewing of standard synthetic enamel paint to door-windows frame and shutter: 2 coats	sqm	4.88			
10	Supplying, fitting and fixing country made homogeneous matt finished/ rustic floor tiles complying BDS ISO 13006: 2015, water absorption $\leq 0.5\%$, modulus of rupture (MOR) ≥ 27 N/mm ² , irrespective of color &/or design, with cement sand (F.M. 1.2) mortar (1:4) base and raking out the joints with white cement including cutting and laying the tiles in proper way and finishing with care etc. all complete and accepted by the Engineer-in-charge. (Cement: CEM-II/A-M) In ground floor Matt or rustic floor tiles of size 400 mm x 400 mm and below	sqm	4.00			
11	Supplying, fitting and fixing country made glazed wall tiles complying BDS ISO 13006: 2015, irrespective of color &/or design, with 20 mm thick cement sand (F.M. 1.2) mortar (:3) base and raking out the joints with white cement including cutting, laying and hire charge of machine and finishing with care etc. including cost of water, electricity and other charges complete in all respect and accepted by the Engineer-in-charge. (Cement: CEMII/A-M). In ground floor Wall tiles more than 250 mm x 400 mm & less than or equal to 300 mm x 600 mm in sizes	sqm	9.39			
12	Cleaning and refilling of wornout joints between glazed tiles, marble etc. in floor or walls	sqm	10.03			
13	Supplying fitting & fixing of uPVC plastic door or window frame having specific gravity 1.35 - 1.45, and other physical, chemical, thermal, fire resistivity properties etc. as per BSTI approved manufacturer standards or ASTM, BS/ISO/IS standards fitted and fixed in brick wall/ R.C.C wall with 6 Nos. GI clamp, 4 nos inner joint GI clamp, 2 nos. outer GI joint clamp, 16 nos. rivet making necessary grooves and mending good the damages, finishing, curing, carriage etc complete in all respect accepted by the Engineer-in-charge.	met er	5.03			
14	Supplying, fitting, fixing of uPVC hollow or solid plastic door shutter having specific gravity of 1.35 - 1.45, thickness 1.7 mm-2.2 mm, and other physical, chemical, thermal, fire resistivity properties etc. as per BSTI approved manufacturer standards or ASTM, BS/ISO/IS standards of different sizes, fitted fixed with	sqm	1.63			

	uPVC plastic door frame weighing 5.82 kg/m ² with at least 3 Nos. SS hinges by min 64 Nos. Ø 3.17 mm and 3.97 mm 12.7 mm long rivets, 12 nos. 25.4 mm SS screws, Ø 9.38 mm, 150 mm long SS tower bolts 2 nos., 146 mm SS handle by rivet 2 Nos., G.I inner joint, 234.95 mm x 127 mm clamp, 76.2 mm x 57.15 mm, 25 mm dia 1 no ss haspbolt, special type round lock, carrying the same to the site and local carriage etc. complete in all respect and accepted by the Engineer-incharge. 990 mm x 2130 mm uPVC plastic shutter (solid).					
15	Thorough repairs to wooden door and window Batten shutter excluding the cost of wood	sqm	1.67			
16	Taking out and refitting of wooden shutter after easing excluding the cost of wood	sqm	1.67			
17	Supplying, white glazed vitreous W/H Wash Basin in/c pedestal and fitting, fixing the same in position with heavy type C.I. brackets, 32 mm dia PVC waste water pipe with brass coupling (not exceeding 750 mm in length), 32 mm dia C.P. basin waste with chain plug, bracket including making holes in walls and floors and fitting with wooden blocks, screws and mending good the damages with cement mortar (1:4), etc. all complete approved and accepted by the Engineer-in-charge. Special coloured (Deep Blue/ Ruby/ Rain Forest/ Green)	each	01			
18	Supplying, fitting and fixing of European type glazed porcelain combi closet, including plastic seat cover, cistern system, preparing the base with cement concrete and with wire mesh or rods if necessary, in all floors including making holes wherever required and mending good the damages and fitting, fixing, finishing etc. complete with all necessary fittings and connections approved and accepted by the Engineer- in- charge Special coloured (Deep Blue/ Ruby/ Rain Forest/ Green)	each	01			
19	Supplying, fitting and fixing of best quality CP pillar cock etc. complete approved and accepted by the Engineer- in- charge. 12 mm CP special heavy duty pillar cock	each	01			
20	Supplying, fitting and fixing of best quality CP bib cock etc. complete approved and accepted by the Engineer- in- charge. 12 mm CP special heavy duty bib cock	each	03			
21	Supplying, fitting and fixing of best quality CP angle stop cock etc. complete approved and accepted by the Engineer- in- charge. 12 mm CP special heavy duty angle stop cock	each	03			




22	Supplying, fitting and fixing of special toilet paper holder with cover of size (150 mm x 150 mm x 126 mm) including making drills in walls and mending good the damages with cement mortar (1:4) etc. all complete approved and accepted by the Engineer- in- charge. white (porcelain)	each	02			
23	Supplying and fitting-fixing hand / push shower for ablution including holder etc. all complete approved and accepted by the Engineer- in-charge. Moving type hand shower	each	01			
24	Supplying, fitting and fixing of 150 mm X 150 mm stainless steel floor grating in traps or in drains including making holes in walls/floors and mending good the damages with cement mortar (1:4) etc. all complete approved and accepted by the Engineer- in- charge	each	01			
25	Supplying, fitting and fixing standard size soap tray including making holes in walls and mending good the damages with cement mortar (1:4) etc. all complete approved and accepted by the Engineer-in-charge. Porcelain soap tray (coloured)	each	02			
26	Supplying, fitting and fixing of 12 mm dia 450 mm long metal cover connection pipe approved and accepted by the Engineer- in- charge.	each	02			
27	Supplying 50 mm inside dia best quality uPVC waste and ventilation pipe having specific gravity 1.35 - 1.45, wall thickness 2.5 mm - 3.0 mm, and other physical, chemical, thermal, fire resistivity properties etc. as per BSTI approved manufacturer standards or ASTM, BS/ISO/IS standards fitting and fixing in position with sockets, bends, of uPVC Pipe with all accessories such as Round grating /domed roof grating bands, sockets etc. approved and accepted by the Engineer- in- charge.	meter	03			
28	Supplying, fitting and fixing of G.I. pipe with all special fittings, such as bends, elbows, sockets, reducing sockets, Tee, unions, jam-nuts etc. including cutting trenches where necessary and fitting the same with earth duly rammed and fixing in walls with holder bats and making hole in floors, walls and consequent mending good the damages etc. all complete in all respects approved and accepted by the Engineer- in- charge. hydraulic pressure. 25 mm dia G.I. pipe with wall thickness 3.35 mm, outside diameter min 31.7 mm, weight	meter	06			




	2.59 kg/m, can withstand min 50 kg/cm ² hydraulic pressure.					
29	Supplying, fitting and fixing of G.I. pipe with all special fittings, such as bends, elbows, sockets, reducing sockets, Tee, unions, jam-nuts etc. including cutting trenches where necessary and fitting the same with earth duly rammed and fixing in walls with holder bats and making hole in floors, walls and consequent mending good the damages etc. all complete in all respects approved and accepted by the Engineer- in- charge. 12.5 mm dia G.I. pipe with wall thickness 2.65 mm, outside diameter min 17.8 mm, weight 1.31 kg/m, can withstand min 50 kg/cm ²	met er	06			
30	Supplying 100 mm inside dia best quality uPVC soil, waste and ventilation pipe having specific gravity 1.35-1.45, wall thickness 3.4-4.0 mm, and other physical, chemical, themal, fire resistivity properties etc. as per BSTI approved manufacturer standards or ASTM, BS/ISO/IS standards fitting and fixing in position with sockets, bends, with all accessories such as round grating/domed roof grating bands, sockets etc. approved and accepted by the Engineer- in- charge.	met er	06			
31	Surface channel wiring for the following point looping at the switch board with earth terminal with 1C-2x1.5 sqmm PVC insulated and sheathed stranded cable (BYM) and same size PVC insulated ECC(BYA) (Green / White Color) including circuit wiring with 1C-2x2.5 sqmm PVC insulated and sheathed stranded cable (BYM) & same size PVC insulated ECC(BYA) Green / White color through minimum 1 mm thick PVC channel complete with 18 SWG GP sheet / PVC switch board (preferably concealed) with 3mm thick ebonite sheet cover, circular box, without switch, fixing materials, other accessories etc. as required and mending the damages good. All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to relevant IEC / BDS / BS / VDE standards and as per detailed specification mentioned in Annexure-1. The work shall be carried out as per direction & approval of the Engineer. Exhaust or wall bracket fan point	eac h	01			
32	Surface channel wiring for the following point looping at the switch board with earth terminal with 1C-2x1.5 sqmm PVC insulated and sheathed stranded cable (BYM) and same size PVC insulated ECC(BYA) (Green / White Color) including circuit wiring with 1C-2x2.5 sqmm PVC insulated and sheathed stranded cable (BYM) & same size PVC insulated ECC(BYA) Green / White color through minimum 1 mm thick PVC channel complete with 18 SWG GP sheet / PVC switch board (preferably concealed) with 3mm thick	eac h	01			

	ebonite sheet cover, circular box, without switch, fixing materials, other accessories etc. as required and mending the damages good. All electrical contacts shall be of brass / copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to relevant IEC / BDS / BS / VDE standards and as per detailed specification mentioned in Annexure-1. The work shall be carried out as per direction & approval of the Engineer. Computer connections point					
33	Cables manufactured by govt. of Bangladesh owned / shared company ltd. (Eastern cables) approved by the Engineer 1C-2x1.5 sqmm (BYM) cable with 1.5 sqmm (BYA) ECC wire	meter	60			
34	Supply And fitting and fixing LED Tube light Shed approved by the Engineer.	each	03			
35	1.5 Ton AC Servicing And gas charge . as per direction & approval of the Engineer.	each	01			
36	Supply and through minimum 25 X 1 mm thick PVC channel complete with fixing materials, other accessories etc. as per direction & approval of the Engineer.	meter	30			

* Reference is drawn to Rule 69 (5) of the Public Procurement Rules, 2008 and to the Para 4 of the Guidance Notes before opting for this Format.

**Total
Amount
(in figure
and words)**

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

Signature of the Quotationer with Seal
Date :dd/mm/yy

Note (use only when this method deemed appropriate):

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




Contract Agreement

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

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

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

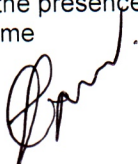
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) the signed Contract Agreement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

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

For the Procuring Entity For the Contractor or Entity

Signature

Name
Designation
National ID No.
In the presence of
Name



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

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

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

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

Attachment: Draft Contract



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



Conditions of Contract

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

Unit-rate Basis



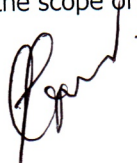
Measurement shall be made of the net quantity of each item of the Works actually executed in accordance with the Bill of Quantities. The first progressive payment shall be made only after twenty (20) percent progress achieved. The Procuring Entity shall make payments to the Contractor in Taka currency,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

or

Lump-sum Basis

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

12. The Contractor's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law.
13. The total Contract Price is BDT **[insert figure]** BDT **[in words]**.
14. No works under Extra Work Orders shall be permissible and, works under Variation Orders (except in case of Lump-sum basis) shall under no circumstances exceed fifteen (15) percent of the Contract Price subject to threshold specified in Rule 69 (1) and 69 (6) (ka) & (ga) of the Public Procurement Rules, 2008, as appropriate.
15. The Procuring Entity contracting shall amend the Contract incorporating required approved changes subsequently introduced to the original Conditions of Contract in line with Rules, where necessary.
16. The Procuring Entity shall retain or in other words deduct from each progressive payment due to the Contractor at the rate of ten (10) percent as Retention Money (i.e. the traditional Security Deposit) until completion of the whole of the Works under the Contract.
17. The Contractor shall apply by notice to the Procuring Entity for issuing a Completion Certificate of the Works, and the Procuring Entity shall do so upon deciding that the work is completed.
18. The Procuring Entity shall, within seven (7) working days after receiving the Contractor's application:
 - a. issue the Completion Certificate to the Contractor stating that the Works were completed in accordance with the Contract, or
 - b. reject the application, giving reasons and specifying the works required to be done/redone by the Contractor to enable issuance of the Completion Certificate.
19. The Procuring Entity shall Take-Over the Site and the Works not later than seven (7) working days of issuing the Completion Certificate.
20. The Procuring Entity may issue a notice for correction of Defects within fourteen (14) days from the Contractor's request for **Final Payment** stating the scope of corrections or additions that are necessary.



21. The Defects Liability Period of the Works shall be **[insert months]** starting from the date of issuing the Completion Certificate by the Procuring Entity.
22. After the Defects Liability Period has passed and, the Procuring Entity has certified in the form of **Defects Corrections Certificate** that all Defects notified by the Procuring Entity to the Contractor before the end of this period have been corrected.
23. The Defects Liability Period may be extended for as long as the Defects notified by the Procuring Entity remain to be corrected.
24. If the Contractor has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity shall assess the cost of having the Defects corrected by it, and the Contractor shall remain liable to pay the expenditures incurred on account of correction of such Defects.
25. The Contractor shall keep the Procurement Entity harmless and indemnify from any claim, loss of property or life to himself/herself, his/her workmen or staff, any staff of the Procurement Entity or any third party while executing the work. Any claim arising out of execution of the works shall be settled by the Contractor at his/her own cost and responsibility.
26. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's own cost, if the loss or damage arises from the Contractor's acts or omissions.
27. The Retention Money shall be returned to the Contractor within twenty one (21) days after expiry of the Defects Liability Period.
28. The Procuring Entity may, by written Notice sent to the Contractor, terminate the Contract in whole or in part at any time, if the Contractor:
 - a) fails to sign the Contract or commence the Work within the specified time.
 - b) fails to achieve satisfactory progress of Works in accordance with the Programme of Works.
 - c) fails to complete the Work as per design, drawing and specifications.
 - d) after receipt of a written notice from the Procuring Entity does not remedy its failure within the time period specified therein.
 - e) in the judgement of the Procuring Entity, has engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Work.
 - f) fails to perform any other obligation(s) under the Contract.
29. The Procuring Entity and the Contractor shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.
30. The Contractor shall be subject to, and aware of provision on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008.

