

Government of the People's Republic of Bangladesh

Finance Division, Ministry of Finance

Skills for Employment Investment Program (SEIP)

Probashi Kallyan Bhaban (15th Floor)

71-72 Old Elephant Road, Eskaton Garden, Dhaka-1000.

www.seip-fd.gov.bd

REQUEST FOR QUOTATION

for

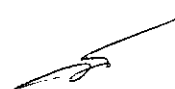
Electrical Cabling, Sanitary and Plumbing works as Nominated Subcontractor for SEIP and NHRDF Office

RFQ No: FD/SEIP/WD-103/NSC-2/572/2021/873

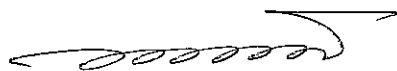
Date: 11 August 2021

To

1. The Skills for Employment Investment Program (SEIP) Project has been allocated public funds and intends to apply a portion of the funds to eligible payments by the main contractor to be selected through a separate procurement process. This Quotation Document is issued to select the nominated subcontractor with a view to determining the subcontracted amount to be kept in the Tender Document to be used for selection of main contractor.
2. Detailed Specifications and, Design & Drawings for the intended Works and physical services are available in the office of the Procuring Entity for inspection by the potential Quotationers during office hours on all working days.
3. Quotation is being requested on **Unit-Rate** basis.
4. Quotation shall be completed properly, duly signed-dated each page by the authorized signatory and submitted by the date to the office as specified in **Para 6** below.
5. No Securities such as Quotation Security (i.e. the traditionally termed Earnest Money, Tender Security) and Performance Security shall be required for submission of the Quotation and execution of the Works (if awarded) respectively.
6. **Quotation in sealed envelope or by fax or through electronic mail shall be submitted to the office of the undersigned on or before 19 August 2021 at 11 am. The envelope containing the Quotation must be clearly marked "Quotation for Electrical Cabling, Sanitary and Plumbing works as Nominated Subcontractor for SEIP and NHRDF Office" and DO NOT OPEN before 19 August 2021 at 11.30 am. Quotations received later than the time specified herein shall not be accepted.**
7. Quotations received by fax or through electronic mail shall be sealed-enveloped by the Procuring Entity duly marked as stated in **Para 6** above and, all Quotations thus received shall be sent to the Evaluation Committee for evaluation, without opening, by the same date of closing the Quotation.
8. The Procuring Entity may extend the deadline for submission of Quotations on justifiably acceptable grounds duly recorded subject to threshold of ten (10) days pursuant to Rule 71 (4) of the Public Procurement Rules, 2008.
9. Quotation shall be submitted as per Bill of Quantities of Works and physical services.
10. All Quotations must be valid for a period of 60 days from the closing date of the Quotation.



11. No public opening of Quotations received by the closing date shall be held.
12. Quotationer's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law, if the Contract is awarded.
13. Rates shall be quoted and, subsequent payments under the main Contract shall be made in Taka currency. The price offered by the Quotationer, if accepted shall remain fixed for the duration of the main Contract.
14. Quotationer shall have legal capacity to enter into Contract. Quotationer, in support of its qualification shall be required to submit certified photocopies of latest documents related to valid **Trade License, Tax Identification Number (TIN), VAT Registration Number** and **Financial Solvency Certificate** from any scheduled Bank; without which the Quotation may be considered non-responsive.
15. Quotations shall be evaluated based on information and documents submitted with the Quotations, by the Evaluation Committee and, at least three (3) responsive Quotations will be required to determine the lowest evaluated responsive Quotations for award of the subcontract as nominated subcontractor.
16. In case of anomalies between unit rates or prices and the total amount quoted, in the quotation submitted on unit rate basis, the unit rates or prices shall prevail. In case of discrepancy between words and figures, the former will govern. In case of quotation submitted on Lump-sum basis, if anomalies found between figures and words, the words will prevail. Quotationer shall remain bound to accept the arithmetic corrections made by the Evaluation Committee.
17. The execution of Works and physical services shall be completed within **60** days from the date of commencement.
18. Letter inviting the successful Quotationer to sign the sub-Contract as nominated subcontractor shall be issued within **7** days of receipt of approval from the Approving Authority.
19. The Procuring Entity reserves the right to reject all the Quotations or annul the procurement proceedings.



Md. Kamrul Alam

Assistant Executive Project Director
Probashi Kallyan Bhaban (Level 16),
71-72 Old Elephant Road, Eskaton Garden, Dhaka-1000.
Telephone No.: 880255138753-5 (PABX)
e-mail address: info@seip-fd.gov.bd

Distribution:

- 1.

Quotation Submission Letter

[Use Letter-head Pad]

RFQ No. FD/SEIP/WD-103/NSC-2/572/2021/873

Date: dd/mm/yy

To:
Mr. Md. Zahidul Haque
Executive Project Director
Probashi Kallyan Bhaban (Level 16),
71-72 Old Elephant Road, Eskaton Garden, Dhaka-1000.

I/We, the undersigned, offer to execute in conformity with the Conditions of sub-Contract for execution of the Works and physical services named Electrical Cabling, Sanitary and Plumbing works as Nominated Subcontractor for SEIP and NHRDF Office.

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

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

I/We declare that I/we have the legal capacity to enter into a contract with you, and have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices. Furthermore, I/we am/are aware of Para28(e) of the Conditions of sub-Contract and pledge not to indulge in such practices in competing for or in executing the works.

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

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

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

Signature of Quotationer with Seal
Date:

Bill of Quantities

Electrical Cable work and Sanitary & Plumbing work		
SECTION	Description of Item	Amount (BDT)
Section- B:	Electrical Cable with pointing works	
Section- C:	Sanitary & Plumbing works	
	Total Amount Excluding Tax and Vat =	
	Tax	
	Vat	
	Total Amount Including Tax and Vat =	
In Word:		

[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

Section-B: Electrical Cable with pointing works

Item No.	Description of Item	Unit	Quantity	Unit rates or prices quoted by the Quotationer		Amount (BDT)
				In figures	In words	
1.0	PVC Pipe :					
1.1	Providing & laying of following PVC pipe (National polyer, RFL, Lira brand or equivalent product of other reputed manufacturer) embedded in wall/column/ceiling/ floor etc. with all accessories, 18 SWG G.P sheet pull box with 3 mm thick ebonite sheet cover, fixing materials etc. as required including mending the damages good.					
1.1.1	Minimum inner dia 25 mm & minimum wall thickness 1.5 mm.	Meter	500			
1.1.2	Minimum inner dia 40mm & minimum wall thickness 1.9 mm	Meter	100			
2.0	Concealed/Surface conduit point wiring (BYA) (without switch)					
2.1	Concealed /Surface conduit wiring for following point looping at the switch board with earth terminal with 1C-2x1.5 sqmm					
	PVC insulated cable (BYA) & same size PVC insulated ECC(BYA) Green / White color including circuit wiring with IC-2x2.5 sqmm PVC insulated cable (BYA) & same size PVC insulated ECC (BYA) (Green / White color) through PVC conduit (one conduit from switch board to common point on ceiling is considered to draw 3 pair of cable) of reputed manufacturer) of minimum 25 mm dia& 1.5 mm wall thickness complete with 18 SWG GP sheet / PVC switch board pull box with 3mm thick ebonite sheet cover, fixing materials etc.(without switch) as required including mending the damages good. All electrical contacts shall be of brass /					

Section-B: Electrical Cable with pointing works

Item No.	Description of Item	Unit	Quantity	Unit rates or prices quoted by the Quotationer		Amount (BDT)
				In figures	In words	
	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. The work shall be carried out as per direction & approval of the Engineer. Cable manufactured by BRB/ Super sign or any other company (s) having valid test certificate from internationally accredited Laboratory accepted/ approved by the Authority					
2.1.1	Light/ Exhaust Fan point					
	Wiring for the Switch board to Primary Light points with 1C-2x1.5 sqmm PVC insulated cable (BYA) & same size PVC insulated ECC(BYA) Green / White color through PVC conduit 25 mm dia 1.5 mm thick PVC conduit including 18 SWG GP sheet / PVC switch board pull box with 3mm thick ebonite sheet cover, fixing materials and all other accessories etc. as per drawing, specification, instruction & approval of the Authority	Per Point	100			
2.1.2	Call Bell Point without bell push	Per Point	10			
3.0	<u>CABLE WORK :</u>					
3.1	Concealed/Surface conduit wiring with the following PVC insulated stranded cable (BYA) & PVC insulated Green / White colour ECC wire (BYA) through PVC conduit of reputed manufacturer complete with 18 SWG GP sheet pull box with 3mm thick ebonite sheet cover, fixing materials, other accessories etc. as required including mending the damages good. All electrical contacts shall be of brass / copper connected					

Section-B: Electrical Cable with pointing works

Item No.	Description of Item	Unit	Quantity	Unit rates or prices quoted by the Quotationer		Amount (BDT)
				In figures	In words	
	through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to relevant IEC / BDS / BS / VDE standards. The work shall be carried out as per direction & approval of the Authority.					
	Cable manufactured by BRB/ Super sign or any other company(s) having valid test certificate from internationally accredited Laboratory accepted/ approved by the Authority					
3.1.1	1C-2x1.5sqmm (BYA) cable with 1.5sqmm (BYA) ECC wire through PVC pipe of minimum inner dia 16 mm having wall thickness of 1.5 mm	Meter	500			
3.1.2	1C-2x2.5sqmm (BYA) cable with 2.5sqmm (BYA) ECC wire through PVC pipe of minimum inner dia 16 mm having wall thickness of 1.5 mm	Meter	100			
3.1.3	1C-2x4.0 sqmm (BYA) cable with 4 sqmm (BYA) ECC wire through PVC pipe of minimum inner dia 16 mm having wall thickness of 1.5 mm	Meter	100			
Section-B: Electrical Cable with pointing works						
Total amount in figure and words						
Carried to Summary						

Section-C: Sanitary & Plumbing Works

Item No	Description of Item	Unit	Quantity	Unit rates or prices quoted by the Quotationer		Amount (BDT)
				in figures	In words	
1.00	uPVC PIPE:					
	Supply, fitting and fixing of Extra heavy uPVC pipe uPVC pipe fittings such as bends, tees, Y-joints, socket, reducers, U-trap, S-trap, drain strainer, elbows, offset bends etc. pipe made uPVC as per BS4514/ISO4422/SS213 standard. Pipe shall be bell end socket type. Approved type of solvent sealant shall be used to install pipe and jointing the pipe with pipe fittings. Joint shall be watertight. In brick wall pipe shall be surrounded by concrete in 1: 3.5: 5.5 and shall be clamped to wall properly at an interval of not more than 1200 mm. Pipe laying shall have the following gradient unless otherwise specified. Nominal dia of pipe with thickness shall be as follows. Product shall be of NPL, SAJAN PIPES from Bangladesh or equivalent. and Approved by the Authority.					
a)	150 mm dia 1: 60 soil, 1: 90 for waste.					
b)	100 mm dia 1: 40 for soil, 1: 60 for waste.					
c)	80 mm dia 1: 25 for soil, 1: 40 for waste.					
1.1.	315 mm dia, 9.8mm thick.	Meter				
1.2.	280 mm dia, 7.8mm thick.	Meter				
1.3.	250 mm dia, 6.6mm thick.	Meter				
1.4.	200 mm dia, 5.3mm thick.	Meter				
1.5.	150 mm dia, 4.5 mm-5.2mm thick.	Meter	70			
1.6.	100 mm dia, 3.4mm -4.0 mm thick	Meter	195			
1.7.	80 mm dia, 3 mm-3.2mm thick.	Meter	8			
1.8.	50 mm dia, 2.5mm -3.0mm thick	Meter	40			

Section-C: Sanitary & Plumbing Works

Item No.	Description of Item	Unit	Quantity	Unit rates or prices quoted by the Quotationer		Amount (BDT)
				In figures	In words	
1.9.	40 mm dia, 2 mm thick.	Meter	20			
1.10.	32 mm dia, 1.7 mm thick.	Meter	18			
2.00	uPVC PIPE FITTINGS					
	Supply, fitting and fixing of uPVC pipe fittings such as bends, tees, Y-joints, socket, reducers, U-trap, drain strainer, elbows, offset bends etc. made of uPVC having minimum thickness as specified in uPVC pipe and shall be complete with threaded service door with cover etc. Fittings shall be bell and spigot type to adopt pipes. Product shall be as per BS4515/BS5255/ISO4422/ISO3633. Fittings shall be installed as per drawing and direction and shall be properly plumbed and fixed. The fittings shall be of of NPL, SAJAN PIPES from Bangladesh or equivalent. and Approved by the Authority.					
2.1.	uPVC P-Trap or S-TRAP :					
	Supply, fitting and fixing of uPVC 100 mm dia uPVC P-Trap or S-TRAP with 50mm vent and shall have 50mm water seal.					
a.	50 mm dia uPVC P or S-Trap	Nos.	1			
b.	100 mm dia uPVC or S-Trap	Nos.	32			
2.2.	uPVC Clean out Cap :					
	Supply, fitting and fixing of uPVC Clean out cap shall be installed at end of the pipe used when servicing is required and Approved by the Authority.					
a.	50 mm dia uPVC Y or T-Y Cleanout	Nos.	2			
b.	100 mm dia uPVC Y or T-Y Cleanout	Nos.	4			
3.00	<u>RCC PIPE:</u>					

Section-C: Sanitary & Plumbing Works

Item No	Description of Item	Unit	Quantity	Unit rates or prices quoted by the Quotationer		Amount (BDT)
				in figures	In words	
	Supply, fitting, fixing and laying 200 mm and 150 mm dia R.C.C. pipe over 100 mm and 75 mm thick cement concrete (6:3:1) at base over a brick flat soling with proper gradient in trenches, making collar joints with gasket and cement mortar (1:1) including cutting trenches and refilling the same upto the required depth as per direction of the Authority.					
a.	300 mm dia pipe	Meter				
b.	350 mm dia pipe	Meter				
4.00	<u>WATER SUPPLY PIPE :</u>					
4.01	CPVC WATER PIPE : Supplying, fitting and fixing different diameter best quality CPVC Pipe of 10.5 kg/cm ² tested pressure for water supply as per BSI approved manufacturer standards or ASTM/BS/ISO/IS standards and fixed in position with all CPVC fitting such as sockets, bends, elbows, tees, reducing tees, reducing sockets, reducing elbows, union, plug with all other related accessories and cutting groove / trenches where necessary and filling the same with earth duly rammed and fixing in walls with holden bats and making holes in floor and walls and supply and carriage of all materials, labour, tools, incidentals etc. complete as per design, drawing, specification of relevant chapter and accepted by the Authority. The product shall be of NPL, Ajay Astral, SAJAN Flowsafe Plus from Bangladesh or equivalent.					
a.	150mm dia, 8.85mm thick	Meter				
b.	100 mm dia, 7.65mm thick	Meter				

Section-C: Sanitary & Plumbing Works

Item No.	Description of Item	Unit	Quantity	Unit rates or prices quoted by the Quotationer		Amount (BDT)
				In figures	In words	
c.	80 mm dia, 6.85mm thick	Meter				
d.	65 mm dia, 6.5mm thick	Meter	40			
e.	50 mm dia, 4.50mm thick	Meter	80			
f.	37 mm dia, 4.30mm thick	Meter	50			
g.	32 mm dia, 3.90mm thick	Meter	47			
h.	25 mm dia, 3.85mm thick	Meter	115			
i.	19 mm dia, 2.90mm thick	Meter	40			
j.	12 mm dia, 2.80mm thick	Meter	195			
4.02	GI WATER PIPE :					
	Supply, fittings, fixing and laying of GI Pipe. Pipework of Standard thickness as specified in group-ka or approved equivalent shall be complete with bends, tees, elbows, socket, union, reducers, hanger, bracket, clamp etc. complete. Approved type of sealant shall be used on thread to make it leak proof. All the pipe work shall be tested at 680 kpa for 24 hours in presence of the representative of the					
	Owner/consultants. All MS & GI Materials used in pipe work shall be painted with two coats of prime cote of approved quality. Product shall be of National Tube Ltd/Basundhara from Bangladesh or equivalent. and Approved by the Authority.					
a.	150mm dia, 4.85mm thick	Meter				
b.	100mm dia, 3.65mm thick	Meter				
c.	80mm dia, 3.25mm thick	Meter				
d.	65mm dia, 3.25mm thick	Meter	4			
e.	50mm dia, 2.90mm thick	Meter	4			
f.	40mm dia, 2.90mm thick	Meter	6			
g.	32mm dia, 2.65mm thick	Meter	4			

Section-C: Sanitary & Plumbing Works

Item No.	Description of Item	Unit	Quantity	Unit rates or prices quoted by the Quotationer		Amount (BDT)
				in figures	In words	
h.	25mm dia, 2.65mm thick	Meter	30			
i.	20mm dia, 2.35mm thick	Meter	15			
j.	15mm dia, 2.00mm thick	Meter	15			
Section-C, Plumbing & Sanitary Works Total Amount in figures and words Excluding Tax and Vat (in figure and words)						
Carried to Summary						

[name and address of the Procuring Entity]

Invitation for signing Contract

[Rule 72 (5) of PPR,2008]

RFQ No. FD/SEIP/WD-103/NSC-2/572/2021/873

Ref:

Date: dd/mm/yy

To:

[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 Quotation for **Electrical Cabling, Sanitary and Plumbing works as Nominated Subcontractor for SEIP and NHRDF Office** for the sub-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 sub-Contract to discharge the responsibilities as nominated subcontractor within *[insert days]* of issuing this Letter of Invitation; but in no case later than *[specify dd/mm/yy]*.

You shall work as a nominated sub-contractor and may proceed with the execution of the Works upon signing the sub- Contract and instruction from the client to start 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 sub-contract and all other documents for your perusal.

Attachment: Draft Contract

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

Sub-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 Nominated Sub-Contractor") of the other part:

WHEREAS the Procuring Entity invited Quotation for certain Works and physical services named **Electrical Cabling, Sanitary and Plumbing works as Nominated Subcontractor for SEIP and NHRDF Office** 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 Sub-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 sub- Contract Agreement
 - (b) the Letter of Invitation
 - (c) the Conditions of sub-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 Nominated Sub-Contractor via the Main Contractor who would be engaged for interior works (Civil, Electrical & Plumbing) for SEIP and NHRDF Office as hereinafter mentioned, the Nominated Sub-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 Nominated Sub- Contractor via the Main 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 sub-Contract at the times and in the manner prescribed by the sub-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 **Nominated Sub- Contractor**

Signature

Name

Designation

National ID No.

In the presence

of

Name

Conditions of sub-Contract

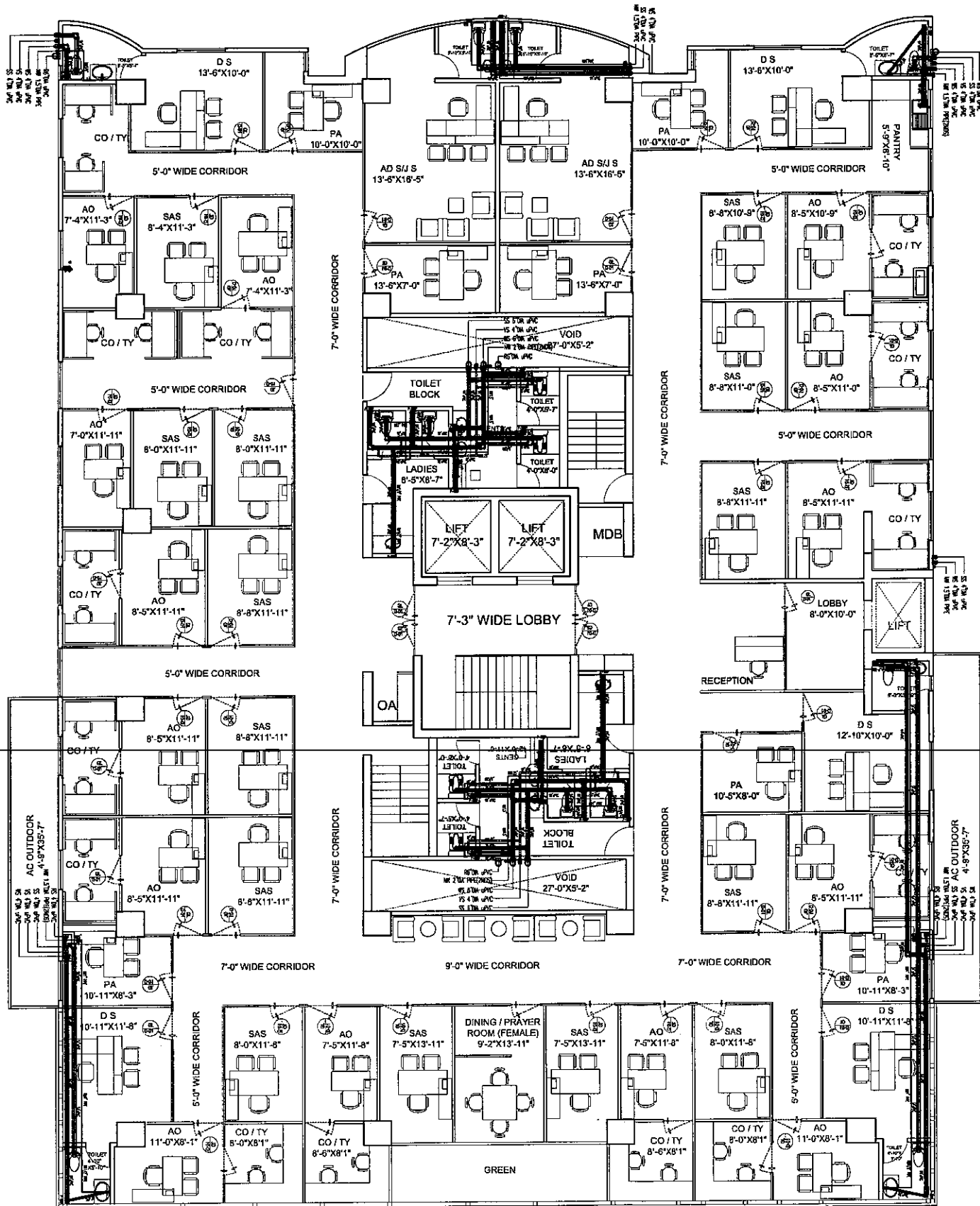
1. Conditions of Sub-Contract contained herein shall be binding upon both the contracting parties for the purpose of administration and management of this Contract.
2. Implementation and interpretation of these Conditions of Sub-Contract shall, in general, be under the purview of the Public Procurement Act, 2006 and the Public Procurement Rules, 2008.
3. The Nominated Sub-Contractor shall have to commence the Works within **7 days** from instruction of the client to start the work and complete in conformity in all respects with the provisions of the Sub-Contract within **60 days**.
4. The Nominated Sub-Contractor shall immediately submit to the Procuring Entity and Main Contractor a Programme of Works showing the timing for all the activities and components of Works.
5. The Nominated Sub-Contractor shall maintain Pro Rata progress of the Works. Progress shall be determined in terms of the value of the works executed.
6. The Nominated Sub-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 Sub-Contractor and notify the Sub-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 Sub-Contract,
 - b. remove and re-execute any other work or part thereof which is not in accordance with the Sub-Contract, and
 - c. execute any work which is urgently required for the safety of the Works.
9. The main Contractor shall submit to the Procuring Entity the progressive invoices on behalf of the Nominated Sub-Contractor for estimated value of works executed less the cumulative amount certified previously.
10. ~~The Nominated Sub-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 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 nominated Sub-Contractor in Taka currency via main contractor, while the Final payment shall be made upon fulfilment of all contractual obligations by the Sub-Contractor.
12. The Sub-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 Sub-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.

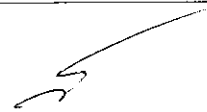
15. The Procuring Entity contracting shall amend the Contract incorporating required approved changes subsequently introduced to the original Conditions of Contract in line with Rules, where necessary.
16. The Nominated Sub-Contractor shall apply by notice to the Procuring Entity for issuing a Completion Certificate of the Works, and the Procuring Entity shall do so upon deciding that the work is completed.
17. The Procuring Entity shall, within seven (7) working days after receiving the Nominated Contractor's application:
 - a. issue the Completion Certificate to the Nominated Sub-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 Nominated Sub-Contractor to enable issuance of the Completion Certificate.
18. The Procuring Entity shall Take-Over the Site and the Works not later than seven (7) working days of issuing the Completion Certificate to the Main Contractor.
19. 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.
20. The Defects Liability Period of the Works shall be **12 months** starting from the date of issuing the Completion Certificate by the Procuring Entity.
21. 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 Nominated Sub-Contractor before the end of this period have been corrected.
22. The Defects Liability Period may be extended for as long as the Defects notified by the Procuring Entity remain to be corrected.
23. If the Nominated Sub-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.
24. The Nominated Sub-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.
25. 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 Nominated Sub-Contractor at the Contractor's own cost, if the loss or damage arises from the Contractor's acts or omissions.
26. The Procuring Entity may, by written Notice sent to the Nominated Sub-Contractor, terminate the Contract in whole or in part at any time, if the Nominated Sub-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 notice from the Procuring Entity does not remedy its failure within the time period specified written 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.
27. The Procuring Entity and the Nominated Sub-Contractor shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.

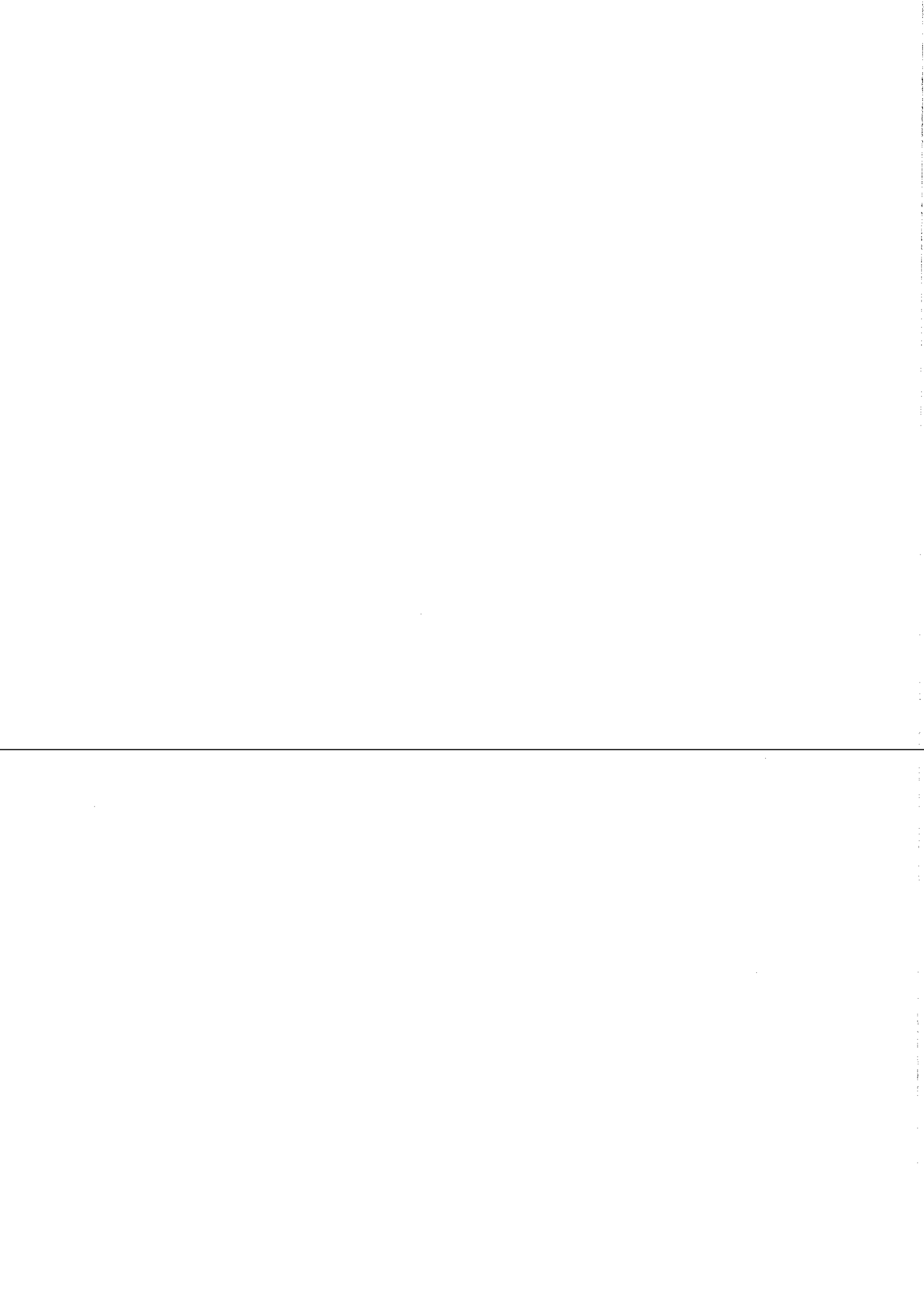
28. The Nominated Sub-Contractor shall be subject to, and aware of provision on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008.
29. The nominated subcontractor shall discharge their contractual obligations as per instruction by the main contractor and/or by the procuring entity if the subcontracted work requires to be commenced before signing the contract with the main contractor.

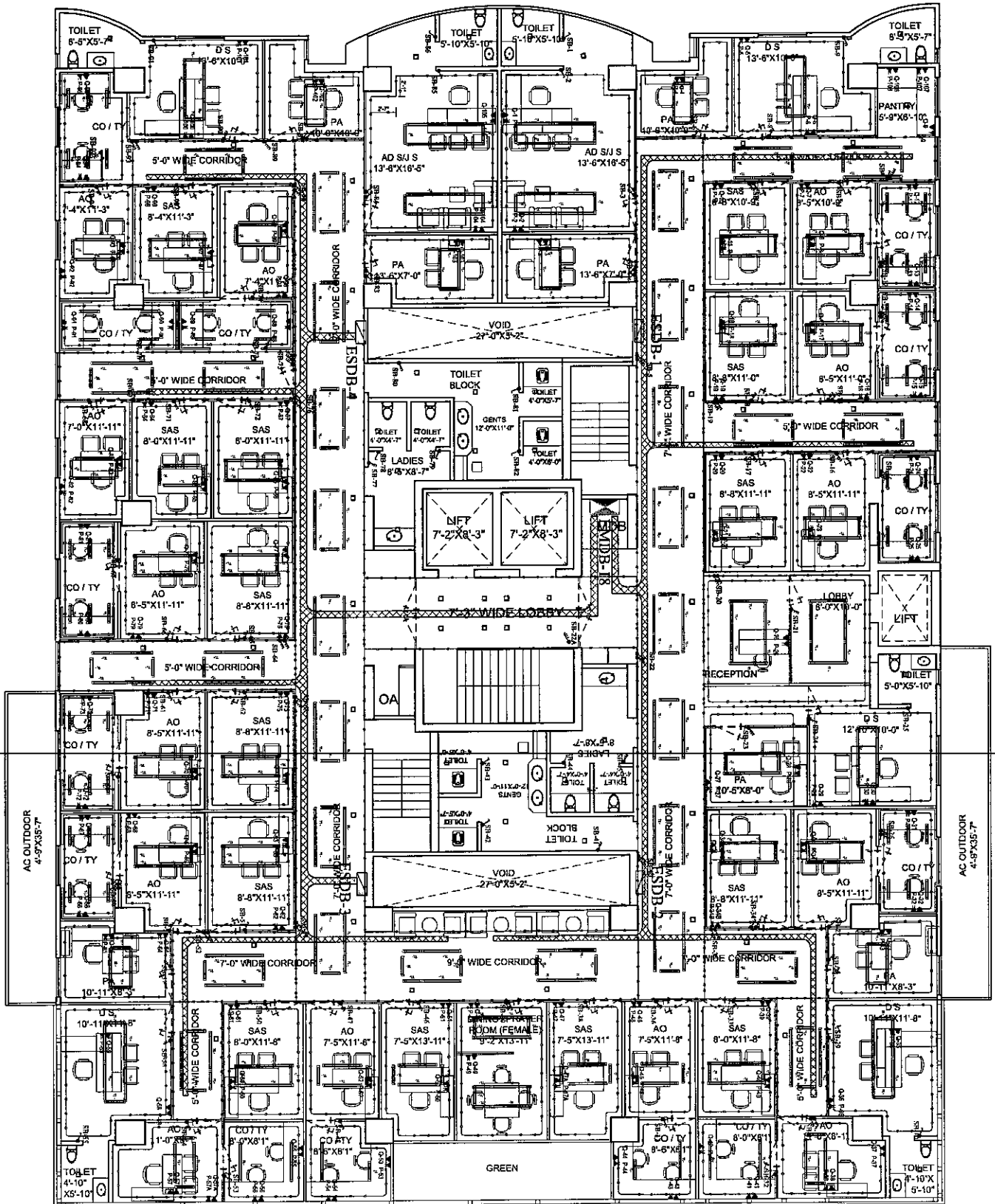
Design and Drawings (Attachment 1)



⊕ Level 18

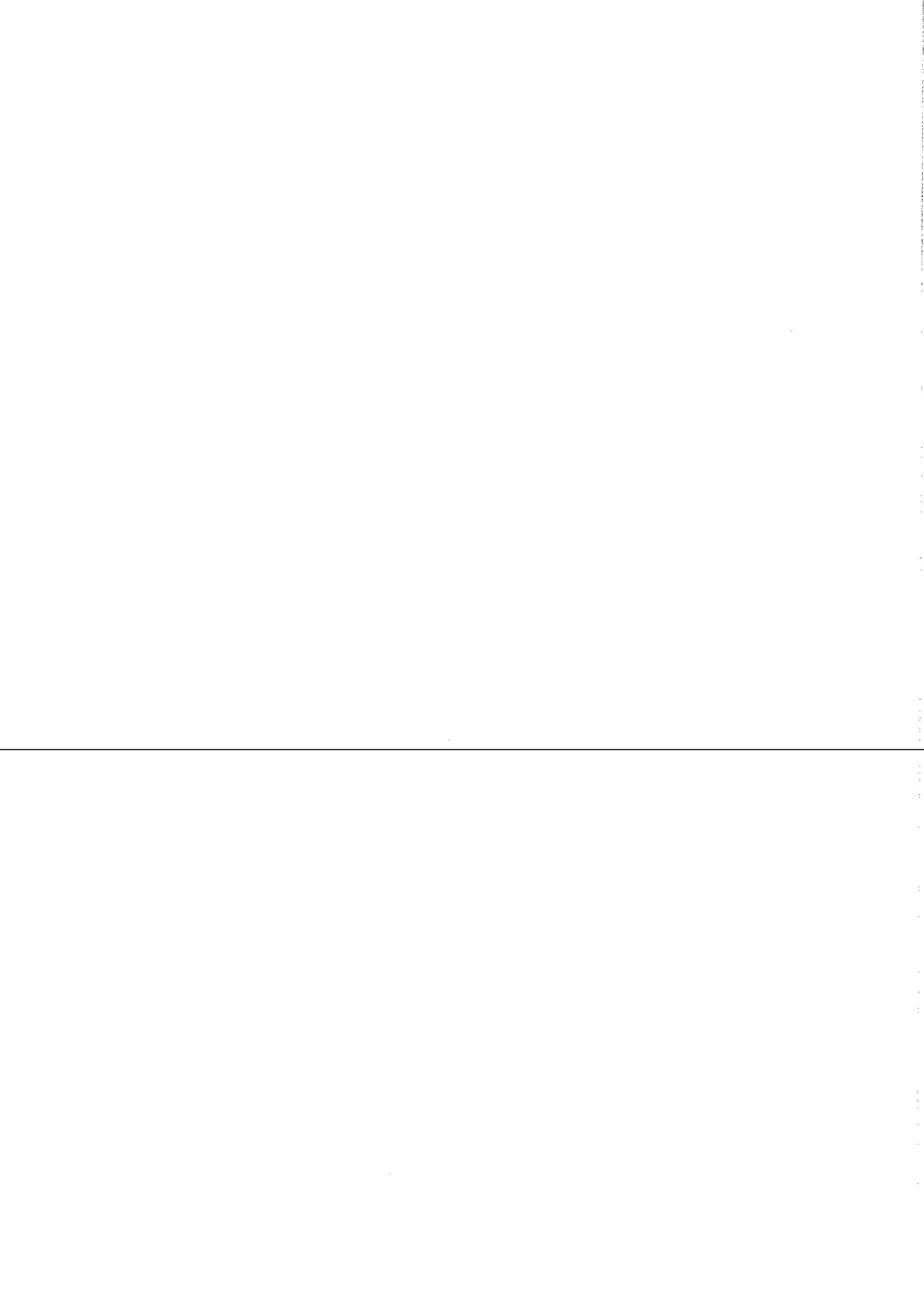


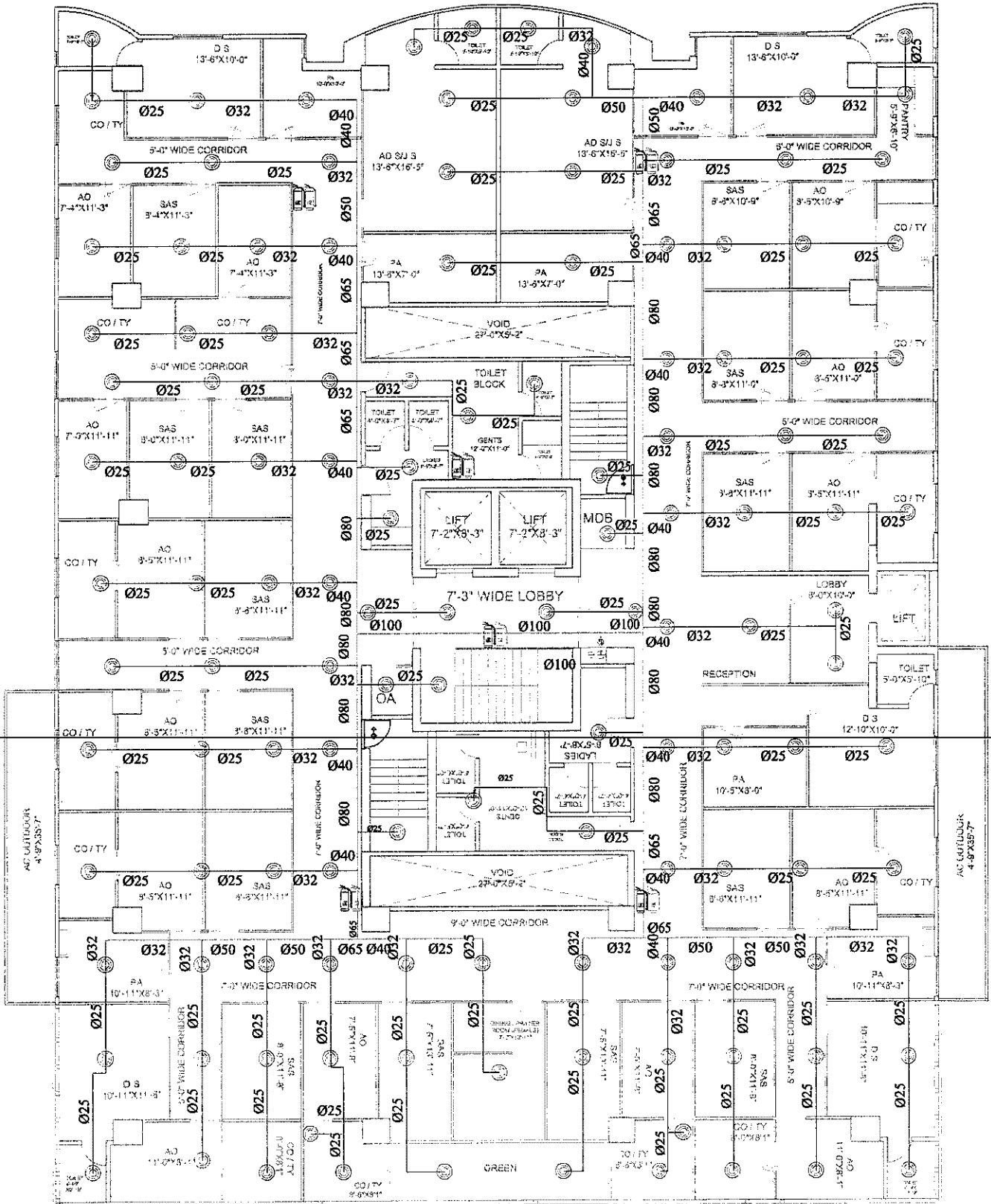




⊕ Level 18

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Level 18



