



STD-4

Bangladesh Red Crescent Society

Standard Tender Document (For Procurement of Works) Open Tendering Method (OTM)

Project: Population Movement Operation (PMO), Cox's Bazar under Disaster Response (DR) Department

Tender ID: Tender ID:24/2026

Ref. No and date.: Pro. (Log.)179/2026, date: 08/06/2026

Package Description: Construction of 500 Mid Term Shelter (MTS) with Pre-cast Metal Footing for the people living in the FDMNs Camps, Ukhiya, Cox's Bazar (LOT-A)

Tender Schedule Purchase detailed (bKash Transition reference):

Name of the Tenderer	
Tender Schedule Price	
bKash Transaction number	
Date and time	
Mobile Number	

Bangladesh Red Crescent Society

National Headquarters

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Section 4. Particular Conditions of Contract (PCC)

This Section provides clauses specific to the particular Contract that modify or supplement Section 3: General Conditions of Contract. The Procuring Entity should include at the time of issuing the Tender Document all possible information that the GCC indicated in the PCC. To facilitate the preparation of the PCC, its Clause Numbers are numbered with the same numbers of the corresponding GCC Clauses.

Section 5. Tender & Contract Forms

Tender Forms

These following tender forms along with required documents mentioned in the ITT will constitute the Tender, to be submitted by the Tenderers.

- a) Tender Submission Letter (Form STD4-1),
- b) Tenderer Information Form (Form STD4-2),
- c) Bill of Quantities (Form STD4-3),
- d) Drawing (Form STD4-4) *[issued by PE if required]*,
- e) Bank Guarantee for Tender Security (Form STD4-5) when applicable,
- f) Bank's Letter of Commitment for Line of Credit (Form STD4-6) if required.

Tender Forms

- a) Notification of Award (Form STD4-7)
- b) Contract Agreement (Form STD4-8)
- c) Bank Guarantee for Performance Security (Form STD4-9) when applicable.

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Section 1. Instructions to Tenderers

A. General

1. Scope of Tender

- 1.1 The Procuring Entity, as indicated in the Tender Data Sheet (TDS) issues this Tender Document for the procurement of Works and physical services incidental thereto as specified in the TDS and as detailed in Bill of Quantities (Form STD4-3). The name of the Tender and the number and identification of its constituent lot(s) are stated in the **TDS**.
- 1.2 The successful Tenderer shall be required to execute the Works and physical services as specified in the General Conditions of Contract.

2. Interpretation

- 2.1 Throughout this Tender Document
- (a) "day" means calendar days unless otherwise specified as working days;
 - (b) "Person" means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society that wishes to participate in Procurement proceedings;
 - (c) "Tenderer" means a Person who submits a Tender;
 - (d) "Tender Document" means the Document provided by a Procuring Entity to a Tenderer as a basis for preparation of the Tender; and
 - (e) "Tender" depending on the context, means a Tender submitted by a Tenderer for execution of Works and physical services to a Procuring Entity in response to an Invitation for Tender.

3. Corrupt, Fraudulent, Collusive, Coercive or Obstructive

- 3.1 The Government and the Development Partner, if applicable, requires that the Procuring Entity as well as the Tenderers and Contracts (including sub-contractors, agents, personnel, consultants, and service providers) shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under public funds.
- 3.2 For the purposes of ITT Sub Clause 3.3, the terms set forth below as follows:
- (a) "corrupt practice" means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of the Procuring Entity or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by the Procuring Entity in connection with a Procurement proceeding or Contract execution;

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- (b) "fraudulent practice" means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;
- (c) "collusive practice" means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Procuring Entity, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying the Procuring Entity the benefits of competitive price arising from genuine and open competition;
- (d) "coercive practice" means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders.
- (e) "Obstructive practice" (applicable in case of Development Partner) means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

3.3 Should any corrupt, fraudulent, collusive, coercive (or obstructive in case of Development Partner) practice of any kind is determined by the Procuring Entity or the Development Partner, if applicable, this will be dealt in accordance with the provisions of the Public Procurement Act and Rules and Guidelines of the Development Partners. In case of obstructive practice, this will be dealt in accordance with Development Partners Guidelines.

3.4 If corrupt, fraudulent, collusive, coercive (or obstructive in case of Development Partner) practices of any kind is determined by the Procuring Entity against any Tenderer or Contracts (including sub- contractors, agents, personnel, consultants, and service providers) in competing for, or in executing, a contract under public fund:

- (a) Procuring Entity and/or the Development Partner shall exclude the concerned Tenderer from further participation in the concerned procurement proceedings;
- (b) Procuring Entity and/or the Development Partner shall reject any recommendation for award that had been proposed for that concerned Tenderer;

Procuring Entity and/or the Development Partner shall declare, at its discretion, the concerned Tenderer to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time;

- (c) Development Partner shall sanction the concerned Tenderer or individual, at any time, in accordance with prevailing Development Partner' sanctions procedures, including by publicly declaring such Tenderer or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Development Partner-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or Contractor, or service provider of an otherwise eligible firm being awarded a Development Partner-financed contract; and
- (d) Development Partner shall cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Procuring Entity or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that Development Partner financed contract, without the Procuring Entity having taken timely and
- (e) appropriate action satisfactory to the Development Partner to remedy the situation.

3.5 Tenderer shall be aware of the provisions on corruption, fraudulent, collusive, coercive as define in the BDRCS Procurement Manual, Article-59 and others as stated in ITT Clause 3.2.

3.6 In further pursuance of this policy, Tenderers, Contractors and their sub-contractors, agents, personnel, consultants, service providers shall permit the Government and the Development Partner to inspect any accounts and records and other documents relating to the Tender submission and contract performance, and to have them audited by auditors appointed by the Government and/or the Development Partner during the procurement or the execution of that Development Partner financed contract

4. Eligible Tenderers

4.1 This Invitation for Tenders is open to all potential Tenderers.

4.2 Tenderers shall have the legal capacity to enter into the Contract under the Applicable Law.

4.3 Tenderers shall be enrolled in the relevant professional or trade organizations registered in Bangladesh.

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- 4.4 Tenderers may be a physical or juridical individual or body of individuals, or company invited to take part in public procurement or seeking to be so invited or submitting a Tender in response to an Invitation for Tenders.
- 4.5 Tenderers shall have fulfilled its obligations to pay taxes under the provisions of laws and regulations of Bangladesh.
- 4.6 Tenderers and all parties constituting the Tenderer shall not have a conflict of interest.
- 4.7 Tenderer in its own name or its other names or also in the case of its Persons in different names, shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices as stated under ITT Clause 3.2 (or obstructive practice, in case of Development Partner) in relation to the Development Partner's Guidelines in projects financed by Development Partner.
- 4.8 Tenderers are not restrained or barred from participating in Public Procurement on grounds of poor performance in the past under any Contract.
- 4.9 Tenderers shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing
- 4.10 Government-owned enterprise 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 Procuring Entity.
- 4.11 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity will reasonably request.

B. Tender Document

5. Tender Document

- 5.1 The Sections comprising the Tender Document are listed below, and should be read in conjunction with any Addendum issued under ITT Clause 11.
- Section 1 Instructions to Tenderers (ITT)
 - Section 2 Tender Data Sheet (TDS)
 - Section 3 General Conditions of Contract (GCC)
 - Section 4 Particular Conditions of Contract (PCC)
 - Section 5 Tender Forms

6. Clarification of Tender Document

- 6.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address and, within time as specified in the **TDS**.

7. Addendum to Tender Document

- 7.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity on its own initiative or in response to a clarification request in writing from a Tenderer, may revise the Tender Document by issuing an Addendum.
- 7.2 The Addendum issued under ITT Sub Clause 7.1 shall become an integral part of the Tender Document and shall have a date and an issue number and must be circulated by fax, mail or e-mail, to Tenderers who have purchased the Tender Documents, within five (5) working days of issuance of such Addendum, to enable Tenderers to take appropriate action.
- 7.3 If an Addendum is issued when time remaining is less than one-third of the time allowed for the preparation of Tenders, the Procuring Entity at its discretion shall extend the deadline by an appropriate number of days for the submission of Tenders, depending upon the nature of the Procurement requirement and the addendum. In any case, the minimum time for such extension shall not be less than three (3) working days.

C. Qualification Criteria

8. General Criteria

- 8.1 Tenderers shall possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, specific experience, reputation, and the personnel, to perform the contract, which entails setting pass/fail criteria, which if not met by the Tenderers, will result in consideration of its Tender as non-responsive.

In addition to meeting the eligibility criteria, as stated under ITT

- 8.2 Clause 4, Tenderers must satisfy the other criteria stated in ITT Clauses 9 to 12 inclusive.

- 8.3 To qualify for multiple number of contracts/lots in a package made up of this and other individual contracts/lots for which Tenders are invited in the Invitation for Tenders, the Tenderers shall demonstrate having resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. The requirement of experience as stated under ITT Sub Clause 9.1(a), unless otherwise of different nature, shall be applicable for each individual lot

Tenderers shall have the following minimum level of construction experience to qualify for the performance of the Works under the

9. Experience Criteria

- 9.1 Contract:

- (a) specific experience in construction works of a nature, complexity and methods/construction technology similar to the proposed Works, in at least a number of contract (s) and, each with a minimum value over the period, as specified in the TDS.

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- 10. Financial Criteria**
- 10.1** Tenderer shall have the following minimum level of financial capacity to qualify for the performance of the Works under the Contract.
- (a). the average annual construction turnover as specified in the TDS during the period specified in the **TDS**,
 - (b). availability of minimum liquid assets i.e. working capital or credit line(s) from any scheduled Bank of Bangladesh, net of other contractual commitments, of the amount as specified in the **TDS**.
- 11. Personnel Capacity**
- 11.1** Tenderers shall have the minimum level of personnel capacity to qualify for the performance of the Works under the Contract consisting of key personnel with qualifications and experience as specified in the **TDS**.
- 12. Equipment Capacity**
- 12.1** Tenderers shall own suitable equipment and other physical facilities or have proven access through contractual arrangement to hire or lease such equipment or facilities for the desired period, where necessary or have assured access through lease, hire, or other such method, of the essential equipment, in full working order, as specified in the **TDS**.
- 13. Joint Venture (JV)**
- 13.1** Tenderers may participate when the official cost estimate is above than as specified in Chapter-9 of BDRCS Procurement Manual. The procurement proceedings forming a Joint Venture(JV) by an agreement of maximum three (3) partners, executed case by case on a non-judicial stamp of value as specified in the **TDS** or alternately with the intent to enter into such an agreement supported by a Letter of Intent along with the proposed agreement duly signed by all legally authorized partners of the intended JV and authenticated by a Notary Public, with the declaration that the partners will execute the JV agreement in the event the Tenderer is successful.
- 13.2** The figures for each of the partners of a JV shall be added together to determine the Tenderer's compliance with the minimum qualifying criteria. Leading partner and other partners must meet the criteria as specified in the **TDS**. Failure to comply with these requirements will result in non-responsiveness of the JV Tender.
- Each partner of the JV shall be jointly and severally liable for the execution of the Contract, all liabilities and ethical and legal obligations in accordance with the Contract terms
- 13.3** JV shall nominate the **Leading Partner as REPRESENTATIVE** being entrusted with the Contract administration and management at Site who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution including the receipt of payments for and on behalf of the JV.
- 13.4**

- 14. Subcontractor(s)**
- 14.1** Tenderers may intend to subcontract an activity or part of the Works when the official cost estimate is above than as specified in Chapter- 9 of BDRCS Procurement Manual., in which case such elements and the proposed Subcontractor shall be clearly identified.
- 14.2** The Procuring Entity may require Tenderers to provide more information about their subcontracting arrangements. If any Subcontractor is found ineligible or unsuitable to carry out the subcontracted tasks, the Procuring Entity may request the Tenderers to propose an acceptable substitute
- 14.3** A Subcontractor may participate in more than one Tender, but only in that capacity
- 14.4** The successful Tenderer shall under no circumstances assign the Works or any part of it to a Subcontractor

D. Tender Preparation

- 15. Only one Tender**
- 15.1** Tenderers shall submit only one (1) Tender for each lot. Tenderer who submits or participates in more than one (1) Tender in one (1) lot of a package or in one (1) package with one (1) lot will cause all the Tenders of that particular Tenderer to be rejected.
- 16. Cost of Tendering**
- 16.1** Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
- 17. Issuance and Sale of Tender Document**
- 17.1** The Procuring Entity shall make Tender Documents available immediately to the potential Tenderers, requesting and willing to purchase at the corresponding price by the date the advertisement has been published in the newspaper.
- 18. Language of Tender**
- 18.1** Tenders shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or Bangla.
- 19. Contents of Tender**
- 19.1** The Tender prepared by the Tenderer shall comprise the following:
- (a) Tender Submission Letter (Form STD4-1)
 - (b) Tenderer Information (Form STD4-2)
 - (c) the priced Bill of Quantities (Form STD4-3)
 - (d) the Tender Security as specified in TDS for OTM tender only (No tender security is required for LTM)
 - (e) the written confirmation authorizing the signatory of the Tender to commit the Tenderer.
 - (f) the Valid Trade License;





- (g) documentary evidence of Tax Identification Number (TIN) and VAT as a proof of fulfilment of taxation obligations as stated under ITT Sub Clause 4.5;
- (h) documentary evidence as stated to establishing the Tenderer's eligibility and minimum qualifications required to be met for due performance of the Works and physical services under the Contract;
- (i) document establishing legal and financial autonomy and compliance with commercial law, as stated under ITT Sub Clause 4.10 in case of government owned entity;
- (j) any other document as specified in the **TDS**.

20. Tender Submission Letter and Bill of Quantities

- 20.1** Tenderers shall submit the Tender Submission Letter (**Form STD4-1**), which shall be completed.
- 20.2** Tenderers shall submit the priced BOQ using the (**Form STD4- 3**) furnished in **Bill of Quantities**.
- 20.3** If in preparing its Tender, the Tenderer has made errors in the unit rate or the total price, and wishes to correct such errors prior to submission of its Tender, it may do so, but shall ensure that each correction is initialled by the authorised person of the Tenderer.

21. Tender Prices

- 21.1** Tenderers shall fill in unit rates or prices for all items of the Works both in figures and in words as described in the **BOQ**. The price to be quoted in the Tender Submission Letter shall be the total price of the Tender.
The items quantified in the **BOQ** for which no unit rates or prices have been quoted by the Tenderer will not be paid for, by the Procuring Entity when executed and shall be deemed covered by the amounts of other rates or prices in the **BOQ** and, it shall not be a reason to change the Tender price.
- 21.2**
- 21.3** All applicable taxes, custom duties, VAT and other levies payable by the Contractor under the Contract shall be included in the unit prices and the total Tender price submitted by the Tenderer.
- 21.4** The price of a Contract shall be fixed in which case the unit prices may not be modified in response to changes in economic or commercial conditions.

22. Tender Currency

- 22.1** Tenderers shall quote all prices in the Tender Submission Letter and in the BOQ in Bangladesh Taka (BDT) currency.

23. Documents Establishing the Eligibility and Qualification of the Tenderer

- 23.1** Tenderers shall complete and submit the documentary evidence, as applicable to satisfy the following:
 - (a) complete the eligibility declarations in the Tender Submission Letter (**Form STD4-1**)
 - (b) complete the Tenderer Information (**Form STD4-2**)

(c) specific experience in construction works under public or private sector of similar nature and size as stated in TDS, substantiated by Completion Certificate (s) issued by the relevant Procuring Entity(s);

(d) (average annual construction turnover i.e total certified payments received for contracts in progress or completed under public or private sector for a period as stated in TDS, substantiated by Statement(s) of Receipts, from any scheduled Bank of Bangladesh, issued not earlier than twenty-eight (28) days prior to the day of the original deadline for submission of Tenders;

(e) adequacy of minimum liquid assets i.e working capital substantiated by Audit Reports mentioned in (j) below or credit line(s), substantiated by any scheduled Bank of Bangladesh in the format as specified (Form STD4-5) without alteration, issued not earlier than twenty-eight (28) days prior to the day of the original deadline for submission of Tenders.

(f) key personnel along with their qualification and experience proposed for the Contract as stated in TDS substantiated by their CV.

(g) major items of construction equipment proposed to carry out the Contract as stated in TDS, substantiated by statement(s) in its letter-head pad declaring source of its availability;

authority (s) to seek references from the Tenderer's Bankers or any other sources in its letter-head pad;

(h)

24. Validity Period of Tender

24.1 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission deadline prescribed by the Procuring Entity.

25. Extension of Tender Validity and Tender Security

25.1 In exceptional circumstances, prior to the expiration of the Tender Validity period, the Procuring Entity may solicit all the Tenderers' consent to an extension of the period of validity of their Tenders. If a Tenderer does not respond or refuses the request it shall not forfeit its Tender Security, but its Tender shall no longer be considered in the evaluation proceedings.

26. Tender Security

26.1 Tenderer shall furnish as part of its Tender, in favour of the Procuring Entity or as otherwise directed on account of the Tenderer, a Tender Security in original form (not copy) and in the amount, as specified in the TDS. In case of substitution of the Tender a new Tender Security shall be required in the substituted Tender.

26.2 A Tender not accompanied by a valid Tender Security shall be considered as non-responsive.

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| 27. Form of Tender Security | <p>27.1 The Tender Security shall be at the Tenderer's option, be either in the form of a Bank Draft or Pay Order or Bank Guarantee.</p> <p>27.2 The Tender Security shall remain valid for at least twenty-eight (28) days beyond the expiry date of the Tender Validity.</p> |
| 28. Authenticity of Tender Security | <p>28.1 The authenticity of the Tender Security submitted by a Tenderer may be examined and verified by the Procuring Entity at its discretion in writing from the Bank issuing the security.</p> <p>28.2 If a Tender Security is found to be not authentic, the Procuring Entity may proceed to take measures against that Tenderer as stated under ITT Sub Clause 3.2.</p> |
| 29. Return of Tender Security | <p>29.1 No Tender Security shall be returned to the Tenderers before contract signing.</p> |
| 30. Forfeiture of Tender Security | <p>30.1 The Tender security may be forfeited if a Tenderer:</p> <ul style="list-style-type: none"> (a). withdraws its Tender after opening of Tenders but within the validity of the Tender; (b). refuses to sign the Contract; (c). does not accept the correction of the Tender price following the correction of arithmetic errors; (d). fails to furnish Performance Security. |
| 31. Format and Signing of Tender | <p>31.1 Tenderers shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 19.</p> <p>31.2 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. This Tender specific authorization shall be attached to the Tender Submission Letter (Form STD4-1). The name and position held by each Person(s) signing the authorization must be typed or printed below the signature and also signed all pages of the Tender</p> <p>31.3 Any interlineations, erasures, or overwriting will be valid only if they are signed or initialled by the Person signing the Tender.</p> |

E. Tender Submission

- | | |
|--|---|
| 32. Sealing & Marking of Tender | <p>32.1 Tenderers shall enclose the original copy of tender document with all the relevant particulars of the Tender on the envelopes.</p> |
| 33. Deadline for Submission of Tender | <p>33.1 Tenders shall be delivered by hand or by mail, including courier services at the address(s) as specified in the TDS and not later than the date and time specified in the TDS.</p> <p>33.1 The Procuring Entity may, at its discretion, extend the deadline for submission of Tender.</p> |

**34. Modification,
Substitution or
Withdrawal of
Tender**

- 34.1 Tenderers may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice duly signed by the authorized signatory and properly sealed, and shall include a copy of the authorization; provided that such written notice including the affidavit is received by the Procuring Entity prior to the deadline for submission of Tenders.

F. Tender Opening & Evaluation

35. Tender Opening

- 35.1 Tenders shall be opened immediately after the deadline for submission of Tenders at the place as specified in the **TDS** but not later than **ONE HOUR** after expiry of the submission deadline at the same place unless otherwise stated in Tender Notice.
- 35.2 Tenderers' representatives shall be duly authorised by the Tenderer. Tenderers or their authorised representatives will be allowed to attend and witness the opening of Tenders, and will sign a register evidencing their attendance.
- 35.3 The authenticity of withdrawal or substitution of, or modifications to original Tender, if any made by a Tenderer in specified manner, shall be examined and verified by the Tender Opening Committee (TOC) based on documents submitted as stated under ITT Sub Clause 34.1.
- 35.4 Ensuring that only the correct (M), (S), and (O) envelopes are opened, details of each Tender will be dealt with as follows:
- a). the Chairperson of the TOC will read aloud each Tender and record in the Tender Opening Report (TOR),
 - b). the name and address of the Tenderer
 - c). state if it is a withdrawn, modified, substituted or original Tender
 - d). the official cost estimate;
 - e). the Tender price
 - f). the presence or absence of any requisite Tender Security and
 - g). such other details as the Procuring Entity, at its discretion, may consider appropriate.
- 35.5 all pages of the original version of the Tender, except for un-amended printed literature, will be initialled by members of the TOC.
- 35.6 Upon completion of Tender opening, all members of the TOC and the Tenderers or Tenderer's duly authorised representatives attending the Tender opening shall sign by name, address, designation. TOC shall be submit original of TOR to the Procuring Entity or an officer authorised by him or her and also distribute a copy of to the members of the TOC and any authorised Consultants and, to the Tenderers immediately

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36. Evaluation Process

- 36.1** Tender Evaluation Committee (TEC) may consider a Tender as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the Tender Document. The evaluation process should begin immediately after Tender opening following three steps:
- (a) Technical Examinations and Responsiveness
 - (b) Financial evaluation and price comparison
 - (c) Post-qualification of the Tenderer.

36.2 In case of tie for the lowest evaluated price, the tenderer shall be selected based on the "Past Performance on their reputation or quality of works in BDRCS, experience, Turnover & Financial solvency"

37. Technical Examination & Responsiveness

37.1 If a Tender is not responsive to the mandatory requirements set out in the Tender Document and in respect of TER-1, shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.

37.2 There shall be no requirement as to the minimum number of responsive Tenders.

37.3 TEC may examine the adequacy and authenticity of the submitted documentary evidence which meets each of the qualification criterion specified in the **TDS**.

38. Clarification on Tender

38.1 TEC may ask Tenderers for clarifications of their Tenders, including breakdowns of unit rates, in order to assist the examination and evaluation of the Tenders.

38.2 Any request for clarifications by the TEC shall not be directed towards making an apparently non-responsive Tender responsive and reciprocally the response from the concerned Tenderer shall not be articulated towards any addition, alteration or modification to its Tender.

38.3 If a Tenderer does not provide clarifications of its Tender by the date and time, its Tender shall not be considered in the evaluation.

39. Correction of Arithmetical Errors

39.1 TEC shall correct any arithmetic errors that are discovered during the examination of Tenders, and shall promptly notify the concerned Tenderer(s) of any such correction(s) for due acceptance by the Tenderer. If the Tenderer that does not accept the correction of the Tender amount following correction of arithmetic errors its Tender shall be considered non-responsive

39.2 In case of discrepancy between words and figures, the rate quoted in word in the completed Price Schedule shall prevail.

40. Financial Evaluation

- 40.1 TEC shall evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the requirements set out in the Tender Document.
- 40.2 To evaluate a Tender, the TEC shall consider the Tender price after adjustments for correction of arithmetical errors, as stated under ITT Sub Clause 39.1.

41. Price Comparison

- 41.1 TEC will compare all responsive Tenders to determine the lowest-evaluated Tender, TEC will compare all responsive Tenders to determine the lowest-evaluated Tender, as prescribed form (Form No. TER-2).
- 41.2 In case of tie, successful Tenderer shall not be selected through lottery under any circumstances

Tie tenderer shall be selected by measuring the following factors-

- a) proven track record with BDRCS
- b) good record with other humanitarian organizations
- c) experience in the market and proven financial capacity.

42. Negotiations

- 42.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer.

43. Post-qualification

- 43.1 The determination on Post-Qualification shall be based upon an examination of the documentary evidence of the Tenderer's eligibility and qualifications submitted by the Tenderer.
- 43.2 In the event that the Tenderer with lowest evaluated Tender price fails the Post-qualification, the TEC shall make a similar determination for the Tenderer with the next lowest evaluated Tender price and so on from the remaining responsive Tenders, if the evaluated cost of the Tender is acceptable to the TEC.

44. Procuring Entity's Right to Accept any or to Reject Any or All Tenders

- 44.1 The Procuring Entity reserves the right to accept any Tender or to reject any or all the Tenders any time prior to contract award and, to annul the Procurement proceedings with prior approval of the Chairman or Approving Authority

G. Contract Award

45. Award Criteria

- 45.1 The Procuring Entity shall award the Contract to the Tenderer whose Tender is responsive to all the requirements of the Tender Document and that has been determined to be the lowest evaluated Tender, provided further that the Tenderer is determined to be Post-qualified in accordance with ITT Clouse 43.1.

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46. Notification of Award

- 46.1** Prior to the expiry of the Tender Validity period and within one (1) week of receipt of the approval of the award by the Approving Authority, the Procuring Entity shall issue the Notification of Award (NOA) to the successful Tenderer.
- 46.2** The NOA, attaching the contract as per the sample (Form: NOA) to be signed, shall state:
- a) the price at which the contract is awarded;
 - b) the amount of the Performance Security and its format;
 - c) the date and time within which the Performance Security shall be furnished; and
 - d) the date and time within which the contract shall be signed, if required.
- 46.3** Until a formal contract is signed, the NOA will constitute a Contract, which shall become binding upon the signing of the Contract by both parties.

47. Performance Security

- 47.1** Performance Security shall be furnished by the successful Tenderer in BDT currency, of the amount as specified in the TDS, in the form of a Bank Draft, Pay Order or an irrevocable unconditional Bank Guarantee, within Seven (07) calendar days from the date of issuance of the NOA.
- 47.2** The Procuring Entity shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the bank issuing the Pay Order, Bank Draft or irrevocable unconditional Bank Guarantee, if required.
- 47.3** Performance Security shall be required to be valid until a date twenty-eight (28) days beyond the Intended Completion Date as specified in Tender Document.

48. Contract Signing

- 48.1** Within fourteen (14) days of the issuance of the NOA, the successful Tenderer and the Procuring Entity shall sign the contract.
- 48.2** Failure of the successful Tenderer to sign the Contract, as stated under ITT Sub Clause 48.1, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated responsive Tenderer, who is determined by the TEC to be qualified to perform the Contract satisfactorily.

49. Debriefing of Tenderers

- 49.1** Debriefing of Tenderers by the Procuring Entity shall outline the relative status and weakness only of his or her Tender requesting to be informed of the grounds for not accepting the Tender submitted by him or her, without disclosing information about any other Tenderer.

50. Right to Complain

- 50.1** Tenderer has the right to complain in accordance with the Article-56 of BDRCS Procurement Manual.

Section 2. Tender Data Sheet

Instructions for completing Tender Data Sheet are provided in italics in parenthesis for the relevant ITT clauses

ITT Clause	Amendments of, and Supplements to, Clauses in the Instructions to Tenderers
A. General	
ITT 1.1	<p>The Procuring Entity is Secretary General, BDRCS</p> <p>The Name of the Tender is: Construction of 500 Mid Term Shelter (MTS) with Pre-cast Metal Footing for the people living in the FDMNs Camps, Ukhiya, Cox's Bazar (LOT-A)</p> <p>Tender ID No: 24/2026</p> <p>Tender Ref: Pro.(Log.)/179/2026, date: 08/06/2026</p> <p>Lot No(s): A</p>
B. Tender Document	
ITT 6.1	<p>Availability of Tender Documents/Schedule: Tender documents and schedules with detailed information are available at the Bangladesh Red Crescent Society (BDRCS) website: www.bdracs.org. Tender Schedule Download Link: https://bdracs.org/tender/</p> <p>Important Details: Interested bidders are requested to collect the tender documents within the stipulated timeframe from the mentioned link/BDRCS website. A Tender Schedule purchase fee of BDT 1,500.00. This fee is non-refundable. The purchase fee should be paid through Bkash number 01894806393 (BDRCS Merchant Account). Please mention the Bkash transaction reference number (Pro.(Log.)/135/2026) on top of the tender schedule. Failure to include the Bkash transaction reference number may result in the disqualification of your bid.</p> <p>For clarification of Tender Document purposes only, the Procuring Entity's address is: Secretary General, National Headquarters, Bangladesh Red Crescent Society (BDRCS), 684-686 Red Crescent Road, Bara Maghbazar, Dhaka-1217.</p> <p>Attention: Director Logistics Address: Logistics Department Room, National Headquarters, BDRCS, 684-686 Red Crescent Road, Bara Maghbazar, Dhaka-1217. Telephone: <u>PABX: +88-02-48310188-9, Ext: 222, 258, Direct: +88-02-48316602</u> e-mail address: logistics@bdracs.org and contact Procuring Entity within: Director Logistics</p>

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C. Qualification Criteria

ITT 9.1(a)	<ul style="list-style-type: none"> • The minimum number of years of general experience of the Tenderer in the construction works as Prime Contractor or Subcontractor or Management Contractor shall be Five (05 years counting backward from the date of publication of IFT in the newspaper] • The minimum value of similar works is BDT. 2 Crore. 												
ITT 10.1 (a)	The required average annual construction turnover shall be greater than Tk 2 Crore over the last Five (05) years.												
ITT 10.1(b)	The minimum amount of liquid assets, i.e. working capital or credit line(s) of the Tenderer shall be Tk 1.20 Crore												
ITT 11.1	<p>The following key personnel shall have the qualifications and experience mentioned against each:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 10%;">No</th> <th style="width: 30%;">Position</th> <th style="width: 30%;">Total Works Experience (Years)</th> <th style="width: 30%;">Experience in similar works (Years)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	No	Position	Total Works Experience (Years)	Experience in similar works (Years)								
No	Position	Total Works Experience (Years)	Experience in similar works (Years)										
ITT 12.1	<p><i>Tenderers shall own or have proven access to hire or lease of the major construction equipment, in full working order as follows:</i></p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 10%;">No</th> <th style="width: 35%;">Equipment Type and Characteristics</th> <th style="width: 20%;">Minimum Number Required</th> <th style="width: 35%;">Source of Availability (owned/hired/leased)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	No	Equipment Type and Characteristics	Minimum Number Required	Source of Availability (owned/hired/leased)								
No	Equipment Type and Characteristics	Minimum Number Required	Source of Availability (owned/hired/leased)										
ITT 13.1	Joint venture shall be: permissible or not permissible. The value of non-judicial stamp for execution of the Joint Venture Agreement shall be Tk. 300.00 (Three hundred) only.												

ITT 13.2	The minimum qualification requirements of Leading Partner, other Partner(s) and requirements by summation of a JV shall be as follows:			
	ITT Clauses References	Requirements by summation	Requirements for Leading Partner	Requirements for other Partner(s)
	Specific Experience	100% (summation of different)	Same as stated in TDS At least one Contract	Minimum requirement not applicable
	Average Annual Construction Turnover	100%	Minimum 40%	Minimum 25%
	Liquid Asset	100%	Minimum 40%	Minimum 25%
	Personnel Capacity	100%	Minimum requirement not applicable	Minimum requirement not applicable
	Equipment Capacity	100%	Maximum among the Partners	Minimum requirement not applicable
<p>Example: If a Tender Document specifies that the Tenderer must have five (5) years of past experience in a specific type of construction, the JVCA partners shall not be allowed to combine the partners' experiences of (3) years for one (1) firm and two (2) years for the other, with a view to reaching the total of five (5) years to qualify the criterion.</p>				
ITT 13.3	Subcontractor(s) shall be: permissible or not permissible.			
ITT 13.4	The Tender Validity period shall be Ninety (90) days.			
ITT 13.5	The amount of the Tender Security shall be 2.5% of total quoted value in favour of " Bangladesh Red Crescent Society ".			
D. Preparation of Tender				
ITT 14.1	<p>The Tenderer shall submit with its Tender the following additional documents:</p> <ol style="list-style-type: none"> a. Valid Trade License. b. Valid TIN Certificate c. VAT registration certificate. d. Bank solvency Certificate. e. Similar work Experience Certificate. f. Signature & Seal in original Tender schedule (pages). g. Forwarding in letter head pad. h. Implementation of Work/Supply completion plan (Separate page). i. Submit of Professional Staff's Profile/CV who are engaged with supervision, monitoring & management during MTS construction. j. Details of Bamboo Treatment Plant 			
ITT 14.2	Tenders being invited for a single lot.			
ITT 14.3	The Tender Validity period shall be 120 days.			
ITT 14.3	The amount of Tender Security shall be 2.5 % of the total value of the item(s) quoted by the Tenderer in favour of Bangladesh Red Crescent Society .			

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E. Tender Submission

ITT 33.1	<p>Tender submission purposes only, the Procuring Entity's address is: Secretary General, National Headquarters, BDRCS, 684-686 Red Crescent Road, Bara Maghbazar, Dhaka-1217. Attention: Director Logistics. Address: Logistics Department Room, National Headquarters, BDRCS, 684-686 Red Crescent Road, Bara Maghbazar, Dhaka-1217.</p> <p>The deadline for submission of Tenders is: 24/6/ 2026 at 12:00 PM</p>
ITT 33.2	<ul style="list-style-type: none">• The Tender shall be submitted in two separate sealed envelopes, clearly marked as “Technical Offer” and “Financial Offer” respectively. Both envelopes shall then be placed inside a larger sealed envelope. The larger envelope must clearly indicate the name and address of the addressee on the right-hand side and the name and address of the Tenderer (sender) on the left-hand side.• The Tender shall be evaluated in two stages: Technical Evaluation and Financial Evaluation. The Financial Offer shall only be opened for those Tenderers who are found to be technically responsive and qualified during the Technical Evaluation stage.

F. Tender Opening and Evaluation

ITT 36.1	<p>The Tender opening shall take place at: Address: Logistics Department Room, National Headquarters, BDRCS, 684-686 Red Crescent Road, Bara Maghbazar, Dhaka-1217 Time & Date: 24 June 2026 at 12:15 PM</p>
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G. Contract Award

ITT 47.1	<p>The amount of Performance Security shall be 7.5% percent of the Contract Price and the retention money shall be 10% percent of Total Value of the Contract Price for Six (6) Months from the date of Final payment.</p>
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Section 3. General Conditions Of Contract

<p>A. General</p> <p>1. Definitions</p>	<p>In the Conditions of Contract, which include Particular Conditions and these General Conditions, the following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined terms:</p> <p>1.1 In the Conditions of Contract, which include Particular Conditions and these General Conditions, 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) Approving Authority means the authority which, in accordance with the Delegation of Financial Powers, approves the award of contract. (b) Bill of Quantities (BOQ) means the priced and completed Bill of Quantities forming part of the Contract defined in GCC Clause 22. (c) Compensation Events are those defined in GCC Clause 22.1. (d) Completion Date is the actual date of completion of the Works and physical services certified by the Project Manager. (e) Contract Agreement means the Agreement entered into between the Procuring Entity and the Contractor. (f) Contract Documents means the documents listed in GCC Clause 3, including any amendments thereto. (g) Contractor means the Person under contract with the Procuring Entity for the execution of Works under the Rules and the Act as stated in the PCC. (h) Contract Price means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, for the execution, completion and maintenance of the Works in accordance with the provisions of the Contract. (i) Cost means all expenditures reasonably incurred or to be incurred by the Contractor, whether on or off the Site, including overhead, profit, taxes, duties, fees and such other similar levies. (j) Day means calendar day unless otherwise specified as working days.
	<p>(k) Defect is any part of the work not completed in accordance with the Contract.</p>
	<p>(l) Defects Correction Certificate is the certificate issued by the Project Manager upon correction of defects by the Contractor.</p>

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<p>(m) Drawings include calculations and other information provided in Section 9 or as approved by the Project Manager for the execution and completion of the Contract.</p>
<p>(n) Equipment is the Contractor's apparatus, machinery, vehicles and other things required for the execution and completion of the Works and remedying any defects excluding Temporary Works and the Procuring Entity's Equipment (if any), Plant, Materials and any other things to form or forming part of the Permanent Works.</p>
<p>(o) Materials means things of all kinds other than Plant intended to form or forming part of the Permanent Works, including the supply-only materials, if any, to be supplied by the Contractor under the Contract.</p>
<p>(p) Month means calendar month.</p>
<p>(q) Original Contract Price is the Contract Price stated in the Procuring Entity's Notification of Award and further clearly determined in the Contract.</p>
<p>(r) PCC means the Particular Conditions of Contract.</p>
<p>(s) Plant means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Procuring Entity and relating to the construction of the Works and physical services.</p>
<p>(t) Procuring Entity means a Procuring Entity having administrative and financial powers to undertake procurement of Works and physical services is as named in the PCC who employs the Contractor to carry out the Works.</p>
<p>(u) Project Manager is the person named in the PCC or any other competent person appointed by the Procuring Entity and notified to the Contractor who is responsible for supervising the execution and completion of the Works and physical services and administering the Contract.</p>
<p>(v) Schedules means the document(s) entitled schedules, completed by the Contractor and submitted with the Tender Submission Letter, as included in the Contract. Such document may include the data, lists and BOQ.</p>
<p>(w) Site means the places where the Permanent Works are to be executed including storage and working areas and to which</p>

	<p>(x) Specification means the Specification of the Works included in the Contract and any modifications or additions to the specifications made or approved by the Project Manager in accordance with the Contract.</p> <p>(y) Start Date is the last date by which the Contractor shall commence execution of the Works under the Contract.</p> <p>(z) Temporary Works means all temporary works of every kind other than Contractor's Equipment required on the Site for the execution and completion of the Permanent Works and remedying of any defects.</p> <p>(aa) Variation means any change to the Works directly procured from the original Contractor to cover increases or decreases in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.</p> <p>Works means all works associated with the construction,</p> <p>(bb) reconstruction, site preparation, demolition, repair, maintenance or renovation of railways, roads, highways, or a building, an infrastructure or structure or an installation or any construction work relating to excavation, installation of equipment and materials, decoration, as well as physical services ancillary to works as detailed in the PCC.</p>
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2. Documents Forming the Contract and Priority of Documents

- The following documents forming the Contract shall be interpreted in the following order of priority:
- 2.1**
- (a) signed Contract Agreement
 - (b) Notification of Award
 - (c) the completed Tender ;
 - (d) the Particular Conditions of Contract;
 - (e) the General Conditions of Contract;
 - (f) the Drawings;
 - (g) the priced Bill of Quantities and the Schedules ; and
 - (h) any other document listed in the PCC forming part of the Contract.

3. Scope of Works

- 3.1** The Works to be executed, completed and maintained shall be as specified in the BOQ, the General and Particular Specifications and Drawings.

4. Gratuities / Agency Fees

- 4.1** No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or in the Contract, have been given or received in connection with the procurement process or in the Contract execution.

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| 5. Possession of the Site | 5.1 | The Procuring Entity shall give possession of the Site to the Contractor on the date specified in the PCC. |
| 6. Procuring Entity's Responsibilities | 6.1 | The Procuring Entity shall pay the Contractor, in consideration of the satisfactory progress of execution and completion of the Works and physical services, 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 Agreement. |
| 7. Contractor's Responsibilities | 7.1 | The Contractor shall execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract Agreement. |
| 8. Taxes and Duties | 8.1 | The Contractor shall be entirely responsible for all applicable taxes, custom duties, VAT and other levies imposed or incurred inside and outside Bangladesh. |
| 9. Contractor's Personnel | 9.1 | The Contractor 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 Manager. |
| 10. Subcontracting | 10.1 | Subcontracting the whole of the Works by the Contractor shall not be permissible. The Contractor shall be responsible for the acts or defaults of any Subcontractor, his or her agents or employees, as if they were the acts or defaults of the Contractor. |

B. Time Control

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| 11. Start Date | 11.1 | Start Date is the date defined in the PCC and it is the last date by which the Contractor shall start execution of the Works under the Contract. |
| 12. Intended Completion Date | 12.1 | 12.1 Intended Completion Date is the date calculated from the Start Date as specified in the PCC, on which it is intended that the Contractor shall complete the Works and physical services as specified in the Contract and may be revised only by the Project Manager by issuing an extension of time. |
| 13. Completion of Works | 13.1 | The Contractor shall carry out the Works in accordance with the Programme of Works submitted by the Contractor and as updated with the approval of the Project Manager as stated under GCC Clause 14 to complete them in all respects by the Intended Completion Date. |

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| 14. Programme of Works | 14.1 | Within the time stated in the PCC, the Contractor shall submit to the Project Manager, for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works. |
| | 14.2 | The Contractor shall submit to the Project Manager for approval of an updated programme as required by the Project Manager. |
| 15. Pro-rata Progress | 15.1 | The Contractor shall maintain Pro-rata progress of the Works. Progress to be achieved shall be pursuant to GCC Clause 14 and shall be determined in terms of the value of the works done |
| 16. Extension of the Intended Completion Date | 16.1 | The Contractor shall be entitled to an extension of the Intended Completion Date, if and to the extent that completion of the Works or any part thereof is or will be delayed by Compensation Events or a Variation Order. |
| | 16.2 | If the Contractor considers itself to be entitled to an extension of the execution period as stated under GCC Sub Clause 23.1, the Contractor shall give notice, not later than twenty eight (28) days after the Contractor became aware or should have become aware of the event or circumstance, to the Project Manager. |
| | 16.3 | The Project Manager may extend the Intended Completion Date by twenty (20) percent of the original Contract time as stated under GCC Sub Clause 19.1. |
| | 16.4 | In the case an extension of the Intended Completion Date required more than twenty (20) percent of the original Contract time, approval of the Head of the Procuring Entity or an officer authorised by him/her for the same shall be required to be obtained. |

C. Quality Control

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| 17. Execution of Works | 17.1 | The Contractor shall construct, install and carry out the Works and physical services in accordance with the Specifications and Drawings as scheduled in GCC Clause 2. |
| 18. Identifying Defects | 18.1 | The Project Manager shall check the works executed by the Contractor and notify the Contractor of any Defects found. Such checking shall not relieve the Contractor from his or her obligations. The Project Manager may also instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect. |
| 19. Testing | 19.1 | The Contractor shall carry out routine Tests of materials and works based on the progress of works to ensure the quality of completed works in accordance with standard methods determined by the Project Manager. |

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| 20. Rejection of Works | 20.1 | If, as a result of an examination, inspection, measurement or testing, of Works it is found to be defective or otherwise not in accordance with the Contract, the Project Manager may reject the Works by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected Works subsequently complies with the Contract. |
| 21. Correction of Defects | 21.1 | The Project Manager shall give notice to the Contractor, with a copy to the Procuring Entity and others concerned, of any Defects before the end of the Defects Liability Period, which begins at Completion Date, and is defined in the PCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice. |
| 22. Uncorrected Defects | 21.2 | If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected by it, and the Contractor shall remain liable to pay the expenditures incurred on account of correction of such Defect. |

D. Cost Control

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| 23. Contract Price | 23.1 | The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to Contract. |
| 24. Bill of Quantities (BOQ) | 24.1 | The Bill of Quantities shall contain priced items for the construction, installation, testing, and commissioning work to be done by the Contractor. |
| | 24.2 | The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done in the Bill of Quantities for each item. |
| | 24.3 | Items of works quantified in the BOQ for which no rates have been quoted shall be deemed covered by the amounts at rates of other items in the Contract and, shall under no circumstances be paid for, by the Procuring Entity. |
| 25. Price Adjustment | 25.1 | Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. To request an adjustment of price, the contractor shall apply in writing to the Procuring Entity. The Procuring Entity shall verify the market price and then negotiate with the contractor regarding the price adjustment. If the parties amicably settle on the adjusted price, it shall be applicable. |

26. Issue of Variation or Extra Work Order

26.1 The Project Manager may issue a Variation Order to the Contractor to cover increase or decrease in quantities, including the introduction of new work items (non-Tendered items) that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

26.2 The Project Manager may issue an Extra Work Order to cover the introduction of such new works necessary for the completion, improvement or protection of the original works which were not included in the original contract, on the grounds where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those usually encountered and generally recognized as inherent in the work or character provided for in the Contract.

26.3 The Project Manager deems it necessary that a Variation or Extra Work Order should be issued, he or she shall prepare the proposed order, the necessary plans, his or her computations as to the quantities of the additional Works involved per item indicating the specific locations where such Works are needed, the date of his or her inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work as stated under GCC Clause 27, together with his or her justifications for the need of such Variation or Extra Work Order, and shall submit the same to the Approving Authority.

26.4 The Head of the Procuring Entity may, in exceptions to the GCC Sub Clause 34.3 and subject to the availability of funds, in the event of extreme emergency and when time is of the essence, authorize the immediate start of work under any Variation or Extra Work Order; provided that the cumulative increase in the value of Works not yet duly approved exceeded ten (10) percent of the adjusted original Contract Price.

26.5 Increase or decrease in the quantities of any item of work included in the BOQ for the reasons other than those stated under GCC Sub Clause 34.1 and 34.2, in particular for field level actual measurements under this contract (admeasurements), not necessarily however, shall constitute a Variation.

26.6 All Variations and Extra Work Orders under the Contract shall be included in the updated Programme of Works produced by the Contractor.

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27. Costing of Variation Orders or Extra Work Orders

27.1 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) working days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

27.2 If the item of work in the Variation corresponds to an item of work in the BOQ and if, in the opinion of the Project Manager, the increased quantity and cost of the works of that particular item does not concurrently cause to exceed the limit stated in GCC Sub Clause 33.1, the same unit rate in the BOQ shall be used to calculate the cost of the Variation. If the item of work in the Variation does not correspond to an item in the BOQ, the unit rates for the new items of works shall be determined based on (i) the direct unit costs used in the original Contract for other items (e.g. unit cost of cement, steel bar, labour rate, equipment rental, etc) as indicated in the Contractor's price breakdown of the cost estimate, if available or (ii) fixed prices acceptable to both, the Procuring Entity and the Contractor, based on market prices. The direct cost of the new work items based on (i) or

(ii) stated herein shall then be combined with the mark-up factor (i.e. profit, overhead and VAT) used by the Contractor in its Tender to determine the unit rate of the new items of work.

27.3 If the Contractor's quotation is found to be unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

28. Payment Certificates

28.1 The basis for payment certificates shall be BOQ used to determine the Contract price.

28.2 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the works executed less the cumulative amount certified previously.

28.3 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

28.4 The value of work executed shall be determined by the Project Manager and, may also include the valuation of Variations or Extra Work Orders and Compensation Events.

28.5 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

- 29. Payments to the Contractor**
- 29.1** 29.1 The Procuring Entity shall pay the Contractor, the amounts certified by the Project Manager within twenty eight (28) days of the date of each certificate after due adjustments.
- 29.2** 29.2 Payments for Works under Variation Orders or Extra Work Orders satisfactorily accomplished, pursuant to GCC Clause 26, may be made only after approval of the same by the Approving Authority or next higher, as appropriate.
- 29.3** 29.3 Payments due to the Contractor in each certificate shall be made into the Bank Account, in any scheduled Bank of Bangladesh, of the legal title of the Contract specified in the PCC, nominated by the Contractor in the currency specified in the Contract.

30. Compensation Events

30.1

The following shall be Compensation Events:

- (a) The Procuring Entity does not give access to or possession of the Site or part of the Site by the Site Possession Date as stated under GCC Sub Clause 10.1;
- (b) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notification of Award/WO;
- (c) Other Contractors, public authorities, utilities, or the Procuring Entity do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor;
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects as stated under GCC sub Clause 26.2;
- (e) Other Compensation Events described in the Contract or determined by the Project Manager in the PCC shall apply;

30.2

30.2 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.

31. Performance Security & Retention Money

31.1

The Procuring Entity shall retain Retention Money from the progressive payments due to the Contractor at the percentage specified in the PCC until completion of the whole of the Works under the Contract.

31.2

The Procuring Entity shall notify the Contractor of any claim made against the Bank issuing the Performance Security.

31.3

On completion of the whole of the Works, the first half of the total amount retained under GCC Sub Clause 39.1, shall be returned to the Contractor and the remaining second half after the Defects Liability Period has passed and the Project Manager has certified in the form of Defects Corrections Certificate.

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31.4 Procuring Entity may claim against the Retention Money and/or Performance Security if any of the following events occurs for fourteen (14) days or more.

(a) The Contractor is in breach of the Contract and the Procuring Entity has duly notified him or her ; and

(b) The Contractor has not paid an amount due to the Procuring Entity and the Procuring Entity has duly notified him or her.

31.5 In the event, as stated under GCC Sub Clause 39.4, the Contractor is liable to pay compensation under the Contract amounting to the full value of the Retention Money or more, the Procuring Entity may call the full amount of the Retention Money and Performance Security.

31.6 If there is no reason to call the security, the security shall be discharged by the Procuring Entity and returned to the Contractor after the Defects Liability period has passed and the Project Manager has certified in the form of Defects Corrections Certificates and the Procuring Entity shall not make any claim under the security, except for amounts to which the Procuring Entity is entitled under this Contract. In the event this Contract is significantly below the updated official estimated cost or unbalanced as a result of front loading, the Procuring Entity shall call the full amount of the security in the circumstances stated under GCC Sub Clause 39.5.

32.1 If the Contractor fails to complete the Works and physical services within the Intended Completion Date or extended Intended Completion Date, the Procuring Entity shall, as Liquidated Damages, deduct from the Contract Price, a sum at the percent-rate per day of delay as specified in the PCC, of the contract value of the uncompleted works or part thereof completed after the Intended Completion Date or extended Intended Completion Date, as applicable. The total amount of Liquidated Damages shall not exceed the amount specified in the PCC. The Procuring Entity may deduct Liquidated Damages from payments due to the Contractor. Payment of Liquidated damages shall not affect the Contractor's liabilities.

32.2

If the Intended Completion Date is extended after Liquidated Damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

32. Liquidated Damages

E. Completion of Contract

33. Completion

33.1 The Contractor shall apply by notice to the Project Manager for issuing a **Completion Certificate** of the Works, and the Project Manager shall do so upon deciding that the work is completed.

- 34. Taking Over** **34.1** Procuring Entity shall Take-Over the Site and the Works within seven (7) days of the Project Manager issuing a Completion Certificate under GCC Sub Clause 41.1
- 35. Amendment to Contract** **35.1** The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease in original Contract price and any other changes acceptable under the conditions of the Contract.
- 35.2** The Procuring Entity shall amend the Contract incorporating the changes approved, in accordance with the Delegation of Financial Power or Sub- delegation thereof and, introduced to the original terms and conditions of the Contract.
- 36. Final Account** **36.1** The Contractor shall submit with a detailed account of the total amount that the Contractor considers payable under the Contract to the Project Manager before the end of the Defects Liability Period.
- 36.2** The Project Manager shall certify the Final Payment within thirty (30) days of receiving the Contractor's account if the payable amount claimed by the Contractor is correct and the corresponding works are completed.
- 36.3** If it is not, the Project Manager shall issue within thirty (30) days a **Defects Liability Schedule** that states the scope of the corrections or additions that are necessary.
- 37. Release from Performance** **37.1** If any event or circumstance outside the control of the Parties arises which makes it impossible or unlawful for either or both parties to fulfil its or their contractual obligations, then upon notice by either party to the other party of such event or circumstance, the parties shall be discharged from further performance, without prejudice to the rights of either party in respect of any previous breach of the Contract.

F. Termination

- 38. Termination** **38.1 Termination for Default**
- a. The Procuring Entity, without prejudice to any other remedy for breach of Contract, by giving twenty-eight (28) days written notice of default to the Contractor, may terminate the Contract in whole or in part if the Contractor causes a fundamental breach of Contract.
- b. Fundamental breaches of the Contract shall include, but shall not be limited to, the following:
- i. the Contractor stops work for twenty-eight (28) days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Project Manager;

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- (ii) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (iii) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of Liquidated Damages can be paid, as specified in GCC Sub Clause 40.1;
- (iv) the Contractor has subcontracted the whole of the Works or has assigned the Contract without the required agreement and without the approval of the Project Manager;
- (v) the Contractor, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices as defined in ITT Clause 3.2, in competing for or in executing the Contract.
- (vi) PE can debar the tenderer for a period of 1 (one) to 2 (two) years for the procurement of all procuring entities due to fundamental breach of contract.

38.2 The expiration of the Intended Completion Date under GCC Sub Clause 12.1 and, the initiation of settlement of disputes like amicable and arbitration under GCC Clause 41 shall not be deemed a termination of the Contract under GCC Clause 38.

39. Payment upon Termination

39.1 If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 46.1 by the Contractor, the Project Manager shall issue a certificate for the value of the Works done less payments made up to the date of the issuance of the certificate and, further less the amount from percentage to apply to the contract value of the works not completed, as indicated in the PCC. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

40. Property

40.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Contractor's default.

G. Disputes and Settlement

41. Settlement of Disputes

a. Amicable settlement

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.

b. 41.2 Arbitration

- i. If the parties are unable to reach a settlement as per GCC Clause 41.1 within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either party may give notice to the other party of its intention to commence arbitration.
- ii. The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the PCC.

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[Handwritten initials]



Section 4. Particular Conditions of Contract

Instructions for completing the Particular Conditions of Contract are provided in italics in parenthesis for the relevant GCC Clauses.

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(g)	The Contact to: Director Logistics, NHQ, BDRCS
GCC 1.1(t)	The Procuring Entity is Secretary General, BDRCS
GCC 1.1(u)	The Project Manager is Mirza Abdul Hye, Sr. Shelter & Construction Engineer, Population Movement Operation (PMO, Cox's Bazar
GCC 1.1(w)	The Site is located at FDMNs Camps, Ukhiya, Cox's Bazar and is defined in drawings is attached.
GCC 1.1(bb)	<p>The Works consist of Civil works as follows</p> <ul style="list-style-type: none"> • <u>Mid-term shelter with Pre-Cast Metal Footing:</u> 1. <u>Sub-structure:</u> <ul style="list-style-type: none"> a) Earth Excavation b) Pre-cast Metal Footing Installation c) Earth Back Filling d) Floor finishing with Sand -cement mortar 2. <u>Super Structure:</u> <ul style="list-style-type: none"> a) Treated Borak Bamboo Post Installation b) Wall Plate & Bracing Installation c) Rafter & Purlin Fixing d) Roofing works (i.e.: -Tiara, Tarpaulin, Binder fixing) e) Bamboo Mat making & fixing with Tarpaulin. f) Bamboo made Door & window making & fixing g) Garinja making & Fixing h) Diala making & finishing <p>Note:</p> <ul style="list-style-type: none"> • All Borak bamboo must be treated by Vendor's own treatment plant • Muli Bamboo will be non-treated but as per specifications. • Vendor must have Own Borak Bamboo Treatment Plant
GCC 2.1 (h)	Other documents forming part of the Contract are <i>[list other documents viz. Schedule of Equipment, Site Investigation Reports, relevant correspondences prior to signing of the Contract agreement etc.]</i>
GCC 5.1	Possession of the Site to the Contractor shall be given on the following date <i>With in 10 days of contract signing.</i>

GCC 9.1	The following Key Personnel to carry out the functions stated in the Schedule shall be employed by the Contractor:	
	No	Name of Key Personnel
GCC 11.1	The Start Date shall be with in 10 days after the possession of the site	
GCC 12.1	The Intended Completion Date for the whole of the Works shall be <i>180 days to be calculated from the site hand over</i>	
GCC 14.1	The Contractor shall submit a Programme for the Works within <i>7 days</i> days of signing the Contract.	
GCC 21.1	The Defects Liability Period is 12 months	
GCC 25.1	Price Adjustment: Price Adjustment shall not be applicable;	
GCC 29.3	<p>The particulars of the Bank Account nominated are as follows : Title of the Account : <i>[insert title to whom the Contract awarded]</i> Name of the Bank : <i>[insert name with code, if any]</i> Name of the Branch : <i>[insert branch name with code ,if any]</i> Account Number : <i>[insert number]</i> Address : <i>[insert location with district]</i> Tel : Fax : e-mail address :</p> <p><i>[information furnished by the Contractor shall be substantiated by the concerned Bank and authenticated by the Procuring Entity]</i></p>	
GCC 30.1(e)	The following additional events shall also be the Compensation Events: Not Applicable	

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GCC 31.1	<p>The proportion of payments to be retained is 10 percent.</p> <p><i>[state "none" if not applicable. If applicable then the proportion of Retention Money shall be equal to the percentage-shortfall of ten (10) percent of Performance Security determined at the time of signing the Contract.</i></p> <p><i>[If Performance Security has been increased in case of unbalanced Tender as result of front loading or because of Tender is significantly below the updated official estimated, provision for Retention Money shall not be applicable]</i></p>
GCC 32.1	<p>The amount of Liquidated Damages is Zero point Two zero (0.20%) percent of the contract value of the uncompleted works or any part thereof completed after expiry of the Intended Completion Date or extended Intended Completion Date, as applicable, per day of delay.</p> <p>The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is 10% (Ten) percent of the final Contract Price of the whole of the Works.</p>
GCC 39.1	<p>The percentage to apply to the contract value of the works not completed, representing the Procuring Entity's additional cost for completing the uncompleted Works, is 15 (Fifteen) percent (Not Required).</p>
GCC 41.2(b)	<p>The arbitration shall be conducted in the place mentioned below; National Headquarters, BDRCS, Baro Moghbazar, Dhaka</p>



Dr. Kabir M. Ashraf Alam ndc

Secretary General

Date:



Section 5. Tender & Contract Forms

Form

Title

Tender Forms:

STD 4 -1	Tender Submission Letter
STD 4 -2	Tenderer's Information
STD 4 -3	Bill of Quantity
STD 4 -4	Drawing
STD 4 -5	Bank Guarantee for Tender Security (when this option is chosen)
STD 4 -6	Bank's Commitment for Line of Credit (when this option is chosen)

Contract Forms :

STD 4 -7	Notification of Award
STD 4 -8	Contract Agreement
STD 4 -9	Bank Guarantee for Performance Security <i>(when this option is chosen)</i>

Forms **STD 4-1 to STD 4-6** comprises part of the Tender. And
Forms **STD 4-7 to STD 4-9** comprises part of the Contract.



Tender Submission Letter (Form STD 4-1)

[This letter should be completed and signed by the Authorised Signatory preferably on the Letter-Head Pad of the Tenderer]

To :	Date :	
<i>[Name and address of Procuring Entity]</i>		
Invitation for Tender No:	Tender Package No:	Lot No:

In accordance with ITT Clauses 21& 22, the following prices apply to our Tender:

The Tender Price is: (ITT Clause 21.3 & 22.1)	Taka <i>[state amount in figures]</i> and Taka <i>[state amount in words]</i>
--	--

In signing this letter, and in submitting our Tender, we also confirm that :

- (a) our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 24.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) A tender security is attached in the form of a [pay order/ bank draft/bank guarantee] in the amount stated in the Tender Data Sheet (ITT Sub Clause 26.1) and valid for a period of twenty-eight (28) days beyond the Tender Validity date;
- (c) we have examined and have no reservations to the Tender Document, issued by you on [insert date]; including Addendum to Tender Document No(s) [state numbers], issued in accordance with the Instructions to Tenderers (ITT Clause 7). [insert the number and issuing date of each addendum; or delete this sentence if no Addendum has been issued];
- (d) (we are not a government owned entity as defined in ITT Sub Clause 4.10; or we are a government owned entity, and we meet the requirements of ITT Sub Clause 4.10;
- (e) we declare that we are eligible to participate in this Tender and meet the eligibility criteria specified in the Tender Document (ITT Clause 4);
- (f) furthermore, we are aware of ITT Clause 3.4 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;
- (g) we are not participating as Tenderers in more than one Tender in this Tendering process. We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding Contract between us, until a formal Contract is prepared and executed;

Signature : *[insert signature of authorised representative of the Tenderer]*

Name : *[insert full name of signatory with National ID Number]*

In the capacity of : *[insert capacity of signatory]*

Duly authorised to sign the Tender for and on behalf of the Tenderer

[ITT Sub Clause 31.2

Attachment 1: Written confirmation authorising the above signatory(ies) to commit the Tenderer



Tenderer Information (Form STD 4-2)

[This Form should be completed only by the Tenderer, preferably on its Letter-Head Pad]

Invitation for Tender No :
Tender Package No :
Lot No :

A. Eligibility Information of the Tenderer :

1.	Tenderer's legal title (Name of Firm)	
2.	Tenderer's registered address (including e-mail ID, Mobile No. etc)	
3.	Tenderer's year of registration	
4.	Tenderer's Value Added Tax (VAT) Registration Number	
5.	Tenderer's Tax Identification Number (TIN)	

B. Qualification Information of the Tenderer:

1. Specific Experience in Construction Works of Tenderer [ITT Sub Clause 9.1(a)] Completed Contracts of similar nature, complexity and methods/construction technology.

Sl.	Name of the Works	Contract Value (in Tk.)	Award Date	Complete on Date	Name & address of the Entity
1.					
2.					
3.					

2. Average Annual Construction Turnover [ITT Sub Clause 10.1(a)]
[total certified payments received for contracts in progress or completed for a period as stated under ITT Sub Clause 10.1(a)]

Year	Amount Received (in Tk.)
Total =	

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3. Liquid Assets available to meet the construction cash flow [ITT Sub Clause 10.1(b)]
technology

Source of Financing (Audit report or Credit Line)	Amount Available

4. Qualifications and Experience of Key Personnel Proposed for Contract administration and management [ITT Sub-Clause 23.1(f)]

Name	Position	Years of Experience

5. Construction Equipment Proposed to Carry out the Contract [ITT Sub-Clause 23.1(g)]

Item of Equipment	Condition (new, good, average, poor)	Owned, leased or to be purchased

C. Others Information of the tenderer:

Name of the Bank	Account No.	Address of Bank's Branch (with e-mail ID & Mobile No.)

Quantities (Form STD 4-3)

Name of Works :

IFT No. : Package No. : Lot No. :

Bill of Quantities - Standard Shelter 10' x 15' @ Camp		Covered Space (for HH up to 6 members)	150 sqft		Bamboo Treated Plant	Technical Specification	Remarks
			Quantity	Unit Price (BDT.)			
1	<p>Items</p> <p>Treated Borak Bamboo (Yellow type)</p> <p>Description</p> <p>Length: 20 ft. Diameter with maximal deviation 4 inches: Upper side minimum 60mm & bottom side minimum 90-100 mm. Thickness 20mm (bottom). Quality: Not raw and not fully ripe/dry no insect defect. Maximum tolerance $\pm 5\%$</p>	Piece	13		Filled by the Tenderer		
2	<p>Items</p> <p>Muli Bamboo (Yellow or light green type)</p> <p>Description</p> <p>Size to be provide Length: 16 ft, Dia 40mm to 62.5 mm, Mature muli bamboo. Thickness minimum 6.5 mm (bottom), Quality: Not raw and not fully ripe/dry and no insect defect,</p>	Piece	428				
3	<p>Items</p> <p>Pre-Cast Metal Footings</p> <p>Description</p> <p>Pre-Cast Metal Footings: Supplying Pre-Cast Metal Footing - Concrete grade 15, ratio 1:2:4(cement OPC: coarse sand FM-1.8: Aggregate first-class brick chips 20mm downgraded) including form work with 38mmx4mm flat bar-14mm dia holes, 2 nos. 12mm dia 150mm length bolts, matching nuts & washers (2 per bolt) full thread MS bolt. Flat bars protruding from concrete painted with at least 2 layers of red oxide primer should be used on all surfaces. All complete as per drawing design and specification (Please see attached design) Piece 13</p>	Piece	13				



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4	Tarpaulin (Size:4.00 mx6.00 m)	Tarpaulin Size: Width 4 m ± 1% net width, Length 6m minimum net length, Weight: 200g/m ² ± 20g under ISO 3801 (equivalent to 180g/m ² minimum to 210g/m ² maximum. Colour: White sun reflective on both sides of the sheet. Grey coating on the outside of the bands. Inner black fibres to ensure opacity. Need to follow Red cross approved specification. (Made in Korea or equivalent)	Piece	4					
5	6 mm Rope	Polypropylene or similar, diameter: 6 mm. Average 50mt length. Preferred colour: black /blue/ dark green. Woven with 3 strands, with the possibility of being unravelled. 1kg per bundle	Bundle	8					
6	3 mm Rope	Polypropylene or similar, diameter: 3mm. Average 100mt length. Preferred colour: black/ blue/ dark green. Woven with 3 strands, with the possibility of being unravelled. 1kg per bundle	Bundle	12					
7	1.5 mm GI Wire	Low carbon steel, hot dip galvanised tie wire 14 gauge (1.5 mm), 1 kg per bundle	Bundle	4					
8	1 mm GI Wire	Low carbon steel, hot dip galvanised tie wire 18 gauge (1.02 mm), 1 kg per bundle	Bundle	4					
9	Cement	Portland Composite Cement (PCC), Type 2/42.5 N, Size 50 KG Bag for Floor Finish	Bag	3					
10	Sand	Maximum size of grains 2 mm, Well graded-Should have grains of large size (1-2 mm), medium size (0.5-1mm) and small size (less than 0.5 mm) almost in equal proportions (33%), Free from clay/mud, Free from organic or inorganic impurities like grass, leaves, metal, glass, mica etc for Floor finish	Cft	18					
11	Nuts, Bolt & Washers	MS nuts 250mm Length 12mm dia with bolt and, MS Washers 14 mm dia	Set	50					
12	Polythene roll	Thin plain polythene, 26 lbs per roll	Roll	0.40					



(Handwritten mark)

13	Lock & Chain	Small durable padlock with 2 keys with Thick cast iron chain (min. 3 feet long)	Piece	1.00				
14	Visibility Board	10"X12" visibility board with 5mm PVC sheet pasted with vinyl sticker	Piece	1.00				
15	Mid-term shelter Cooking Plaster Wall	Preparation of cooking wall of 5'X4' area in Mid Term Shelter (MTS) by providing 12mm thick plaster (1:6), using chicken wire mesh (Pattern: Hexagonal, Internal Gap: 12mm opening, Thickness: 22 gauge, Width: 4ft) inside, using PCC Cement and Sand (F.M-1.2) free from dust and other foreign materials. All completed as per the instruction of E-1-C	Sft	20.00				
Total Shelter Material Cost(BDT.)								
16	Skilled Labor		Manday	10				
17	Unskilled Labor		Manday	24				
Total Labors Cost(BDT.)								
Total Cost for 01 Mid-term shelter(BDT.)								
Total Cost for 500 Mid-term shelter(BDT.)								
In words:								

Note

1. All unit rates and prices quoted by the Tenderers against each item shall include the Tenderer's profit, overheads, VAT and all other charges and thus forth the total Tender Price quoted by the Tenderers.
2. Follow the Guidance notes below in filling this BOQ.



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Drawings (optional) (Form STD 4-4)

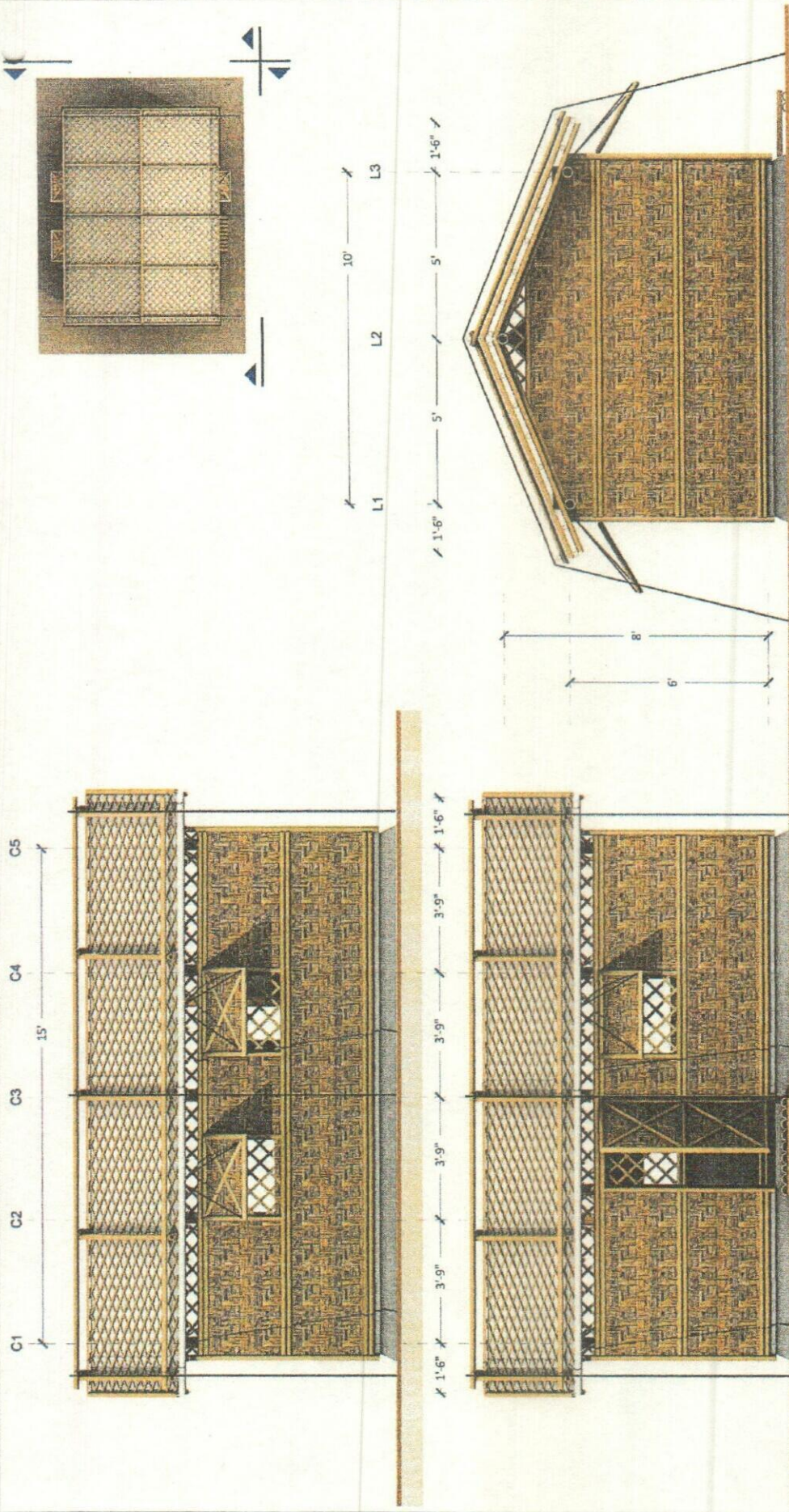
Drawing /Design is attached (Pages 1 to 9)

Notes on Drawings


Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder. The Drawings shall be dated, numbered and show the revision number.

✓






 Md. Masum Kabir Nazrul Islam
 Director General
 National Disaster Management
 Centre (NDMC)
 Dhaka, Bangladesh


 Md. Shaukatul Kabir
 (Deputy-Executive Officer)
 Add. Refugee Field & Registration Commissioner
 Cox's Bazar



SHELTER/NFI
 SECTOR
 Cox's Bazar, Bangladesh

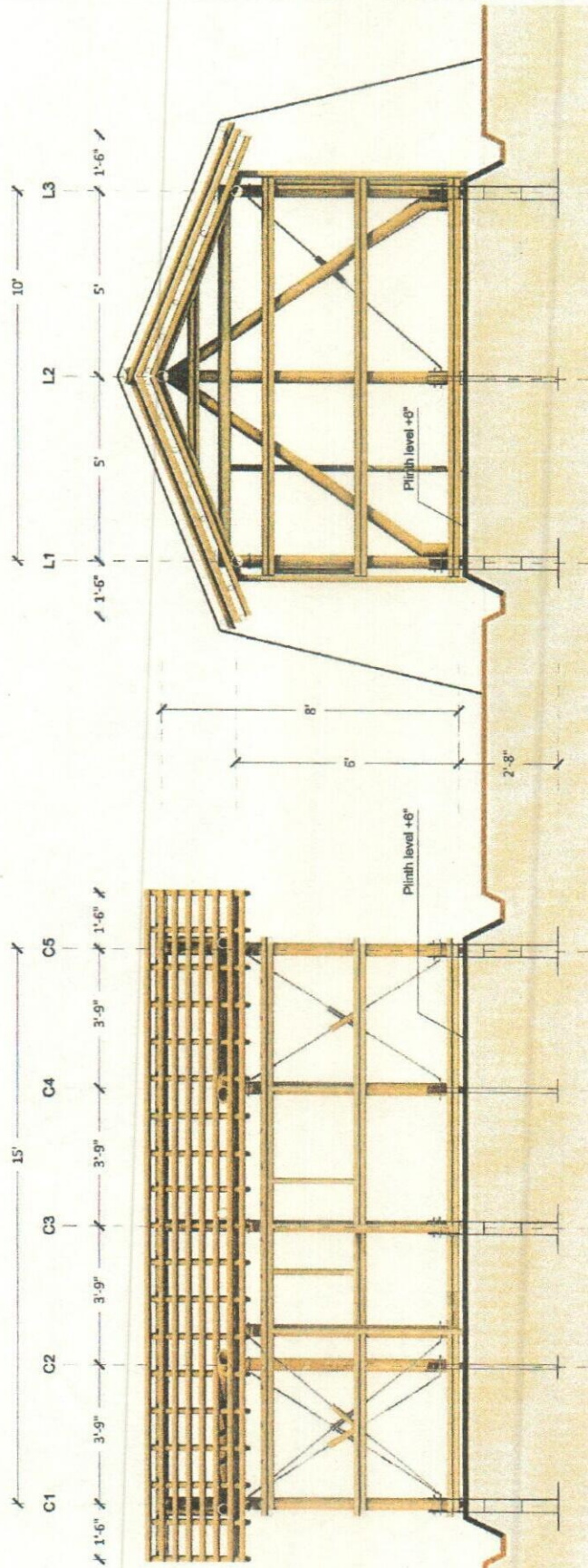
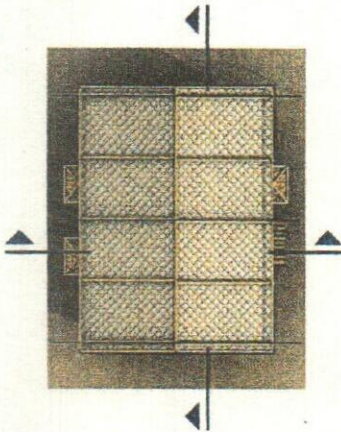


STANDARD 10'x15' SHELTER for
 FIRE RESPONSE in CAMPS 8E, 8W, 9
 ROHINGYA HUMANITARIAN CRISIS

LOCATION:
 Cox's Bazar
 BANGLADESH

SHEET CONTENT:
 HH up to 4 members

ELEVATIONS No.: 03
 SCALE 1:50
 DATE: APR 21
 Rev.: 03



Md. Masum Kabir Nazrul Islam
 District Relief and Rehabilitation Officer (DRRO)
 Office SHELTER/RRP
 Cox's Bazar, Bangladesh

Md. Shamsuddin Douza
 (Deputy SDR/DRRO)
 Md. Helque Hossain & RepARATION Commissioner
 Cox's Bazar



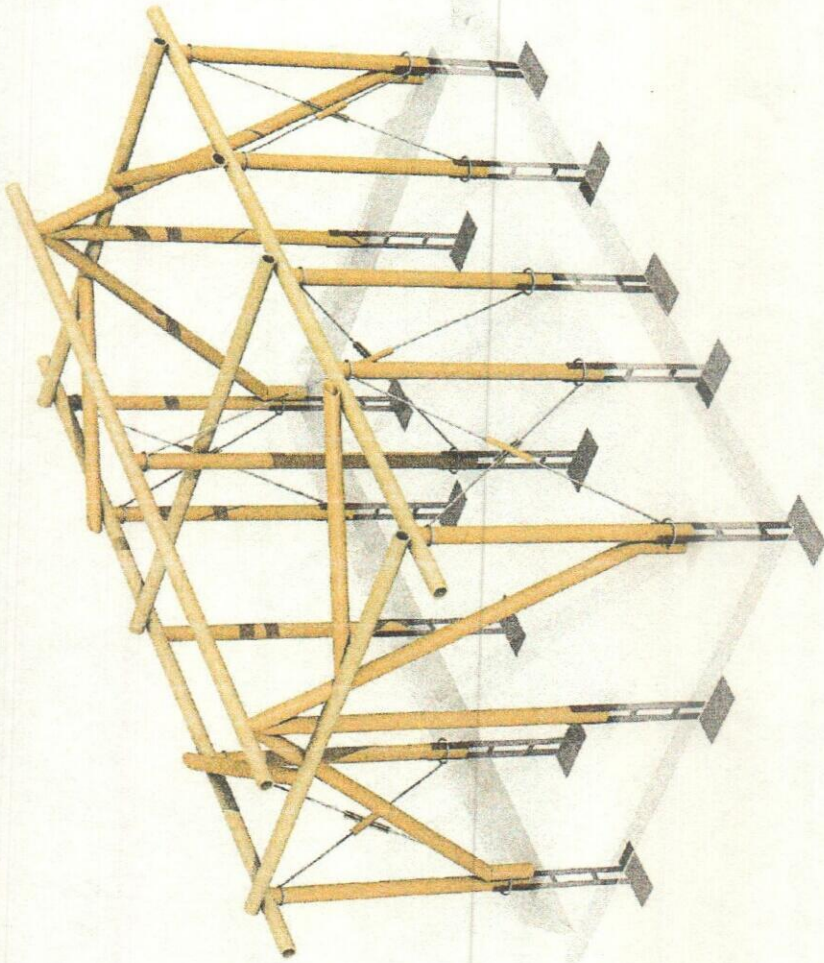
SECTOR
 Cox's Bazar, Bangladesh

STANDARD 10'X15' SHELTER for
 FIRE RESPONSE in CAMPS 8E, 8W, 9
 ROHINGYA HUMANITARIAN CRISIS

LOCATION:
 Cox's Bazar
 BANGLADESH

SHEET CONTENT:
 HH up to 4 members

SECTIONS No.: 02
 SCALE 1:50
 DATE: APR 21
 Rev.: 03



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Md. Masum Kabir Nazrul Islam
 District Relief and Rehabilitation Officer (DRRO)
 Bangladesh Red Crescent Society
 Cox's Bazar.

[Handwritten signature]
Md Shamsud Douza
 (Deputy Secretary)
 Add. Refugee Relief & Registration Commissioner
 Cox's Bazar



SHELTER/NFI
SECTOR
 Cox's Bazar, Bangladesh

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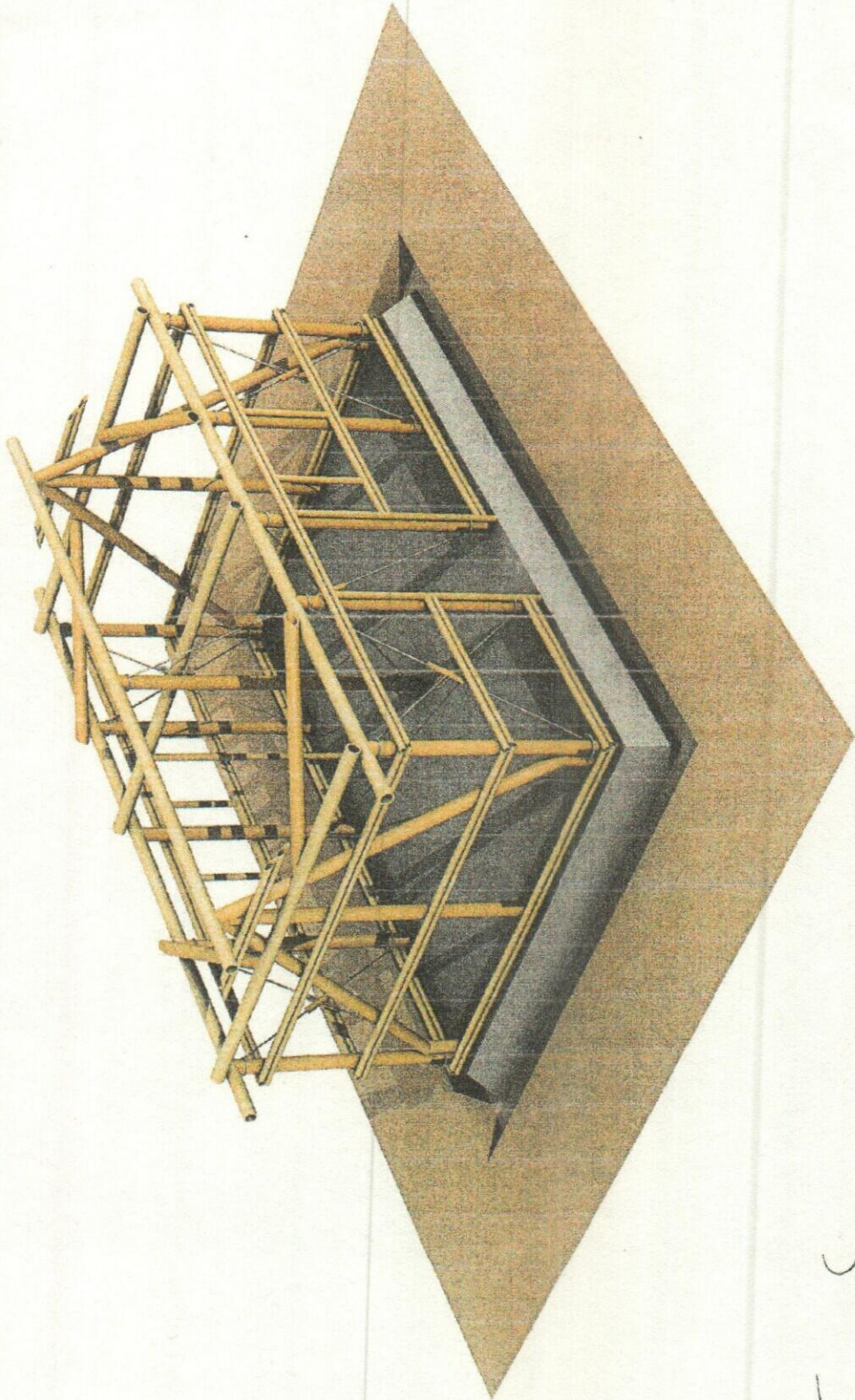
STANDARD 10'x15' SHELTER for
 FIRE RESPONSE in CAMPS 8E, 8W, 9
 ROHINGYA HUMANITARIAN CRISIS

LOCATION:
 Cox's Bazar
 BANGLADESH


SHEET CONTENT:
 HH up to 4 members

DATE: APR 21

FOOTINGS + FRAME 3D No.: 04
 Rev.: 03




 Md. Masum Kabir Nazim Islam
 Deputy Rehabilitation Officer (DRRO)
 Disaster Preparedness and Rehabilitation Commission
 Field Office, Cox's Bazar


 Md. Shaukatul Doyza
 (Deputy Secretary)
 Ash. Refugee Relief & Repatriation Commissioner
 Cox's Bazar



SHELTER/NFI
 SECTOR
 Cox's Bazar, Bangladesh



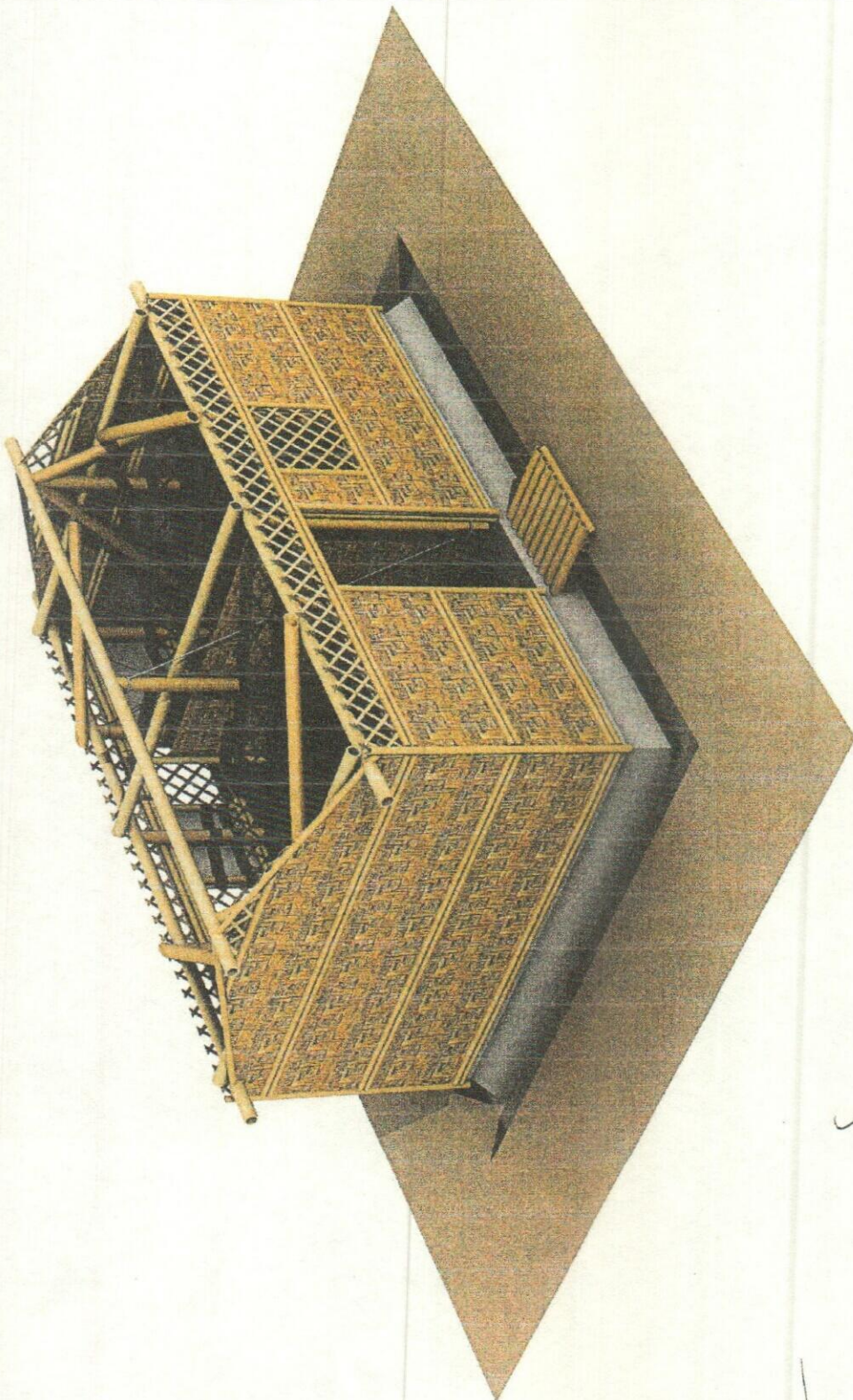
STANDARD 10'X15' SHELTER for
 FIRE RESPONSE in CAMPS 8E, 8W, 9
 ROHINGYA HUMANITARIAN CRISIS

LOCATION:
 Cox's Bazar
 BANGLADESH


SHEET CONTENT:
 HH up to 4 members

DATE: APR 21

No.: 05
 Rev.: 03




 Md. Masum Kabir Nazrul Islam
 District Relief and Rehabilitation Officer (DRRO)
 District Relief and Rehabilitation Commissioner
 Cox's Bazar

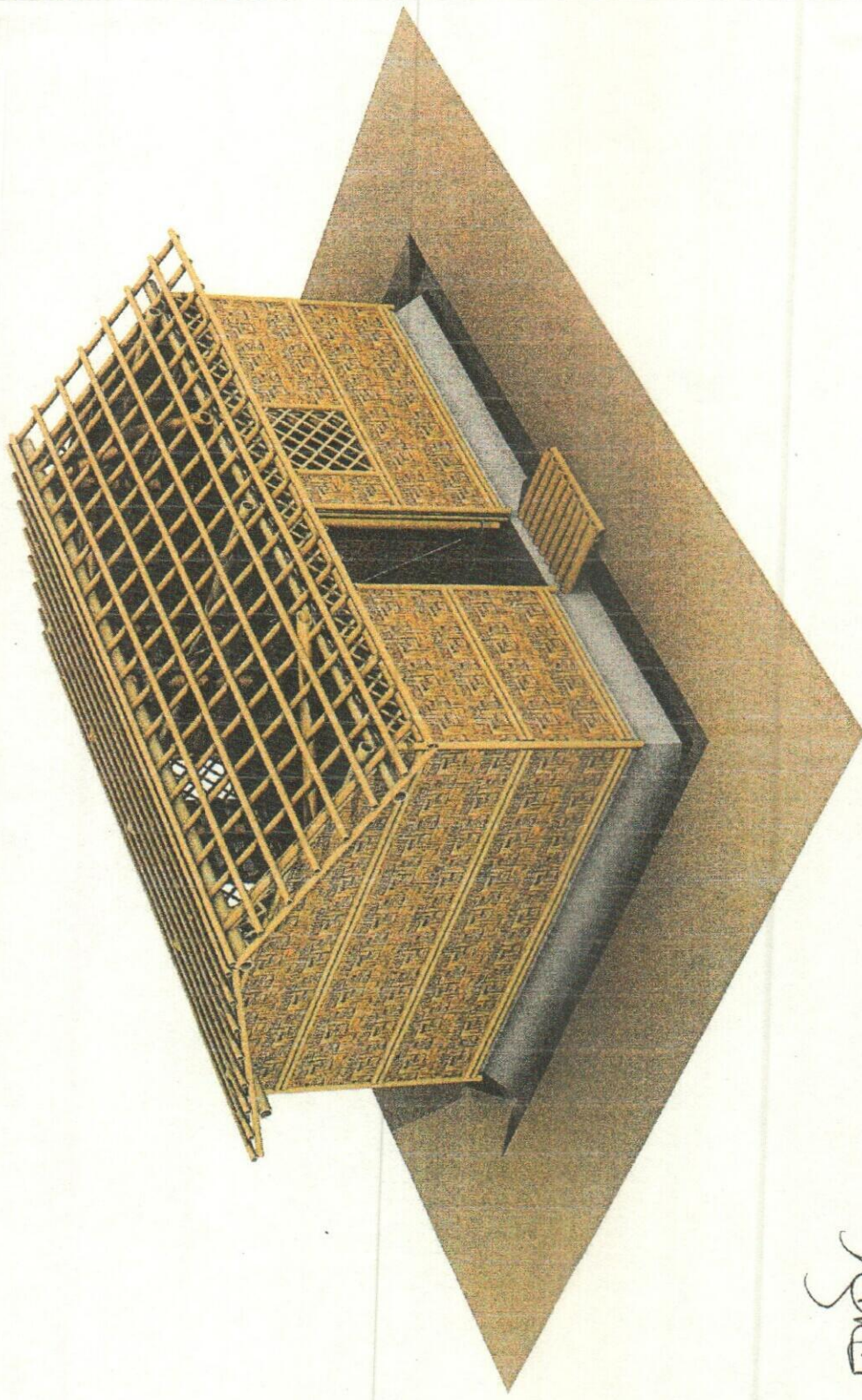

 Md. Shurrahuddin Talukder
 (Deputy Secretary)
 Cox's Bazar
 Relief and Rehabilitation Commissioner



SHELTER/NFI
 SECTOR
 Cox's Bazar, Bangladesh

STANDARD 10'x15' SHELTER for
 FIRE RESPONSE in CAMPS 8E, 8W, 9
 ROHINGYA HUMANITARIAN CRISIS
 Cox's Bazar

LOCATION: SHEET CONTENT: WALLS 3D No.: 06
 Cox's Bazar HH up to 4 members DATE: APR 21
 BANGLADESH Rev.: 03




 Md. Masim Khatun, Nazim (Shim)
 Director Relief and Rehabilitation, Cox's Bazar
 Md. Shamsud Boluza
 (Deputy Secretary)
 Md. Imtiaz Hossain & Associates Consultants
 Cox's Bazar



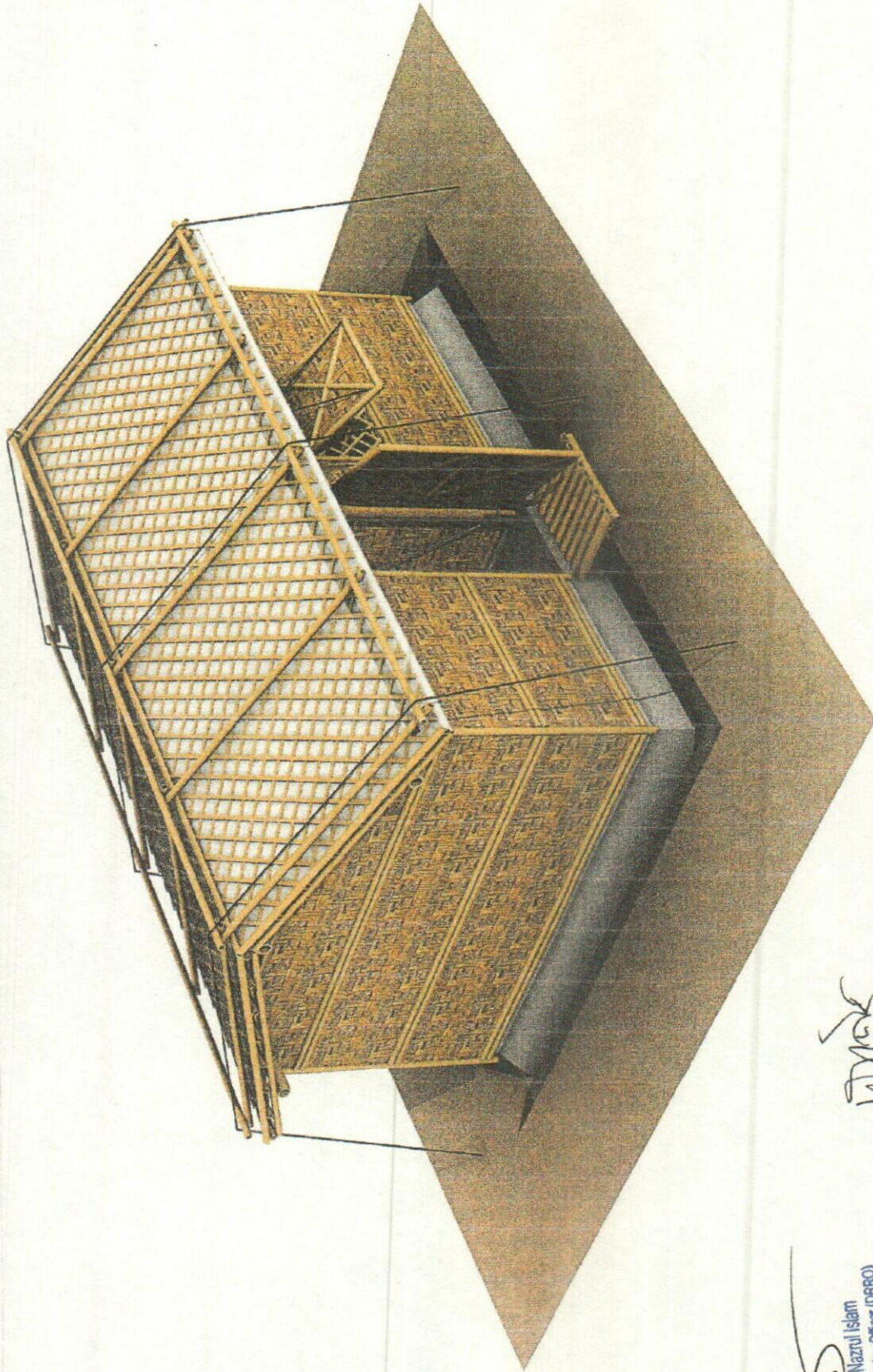
SHELTER/NFI
 SECTOR
 Cox's Bazar, Bangladesh

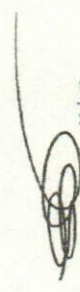
STANDARD 10'x15' SHELTER for
 FIRE RESPONSE in CAMPS 8E, 8W, 9
 ROHINGYA HUMANITARIAN CRISIS

LOCATION: SHEET CONTENT: ROOF FRAME 3D No.: 07
 Cox's Bazar HH up to 4 members DATE: APR 21 Rev.: 03
 BANGLADESH




6




Md. Masum Kabir Nazrul Islam
 District Relief and Rehabilitation Officer (DRRO)
 Office of the Refugee Relief & Repatriation Commissioner
 Cox's Bazar.



SHELTER/NFI
SECTOR
 Cox's Bazar, Bangladesh

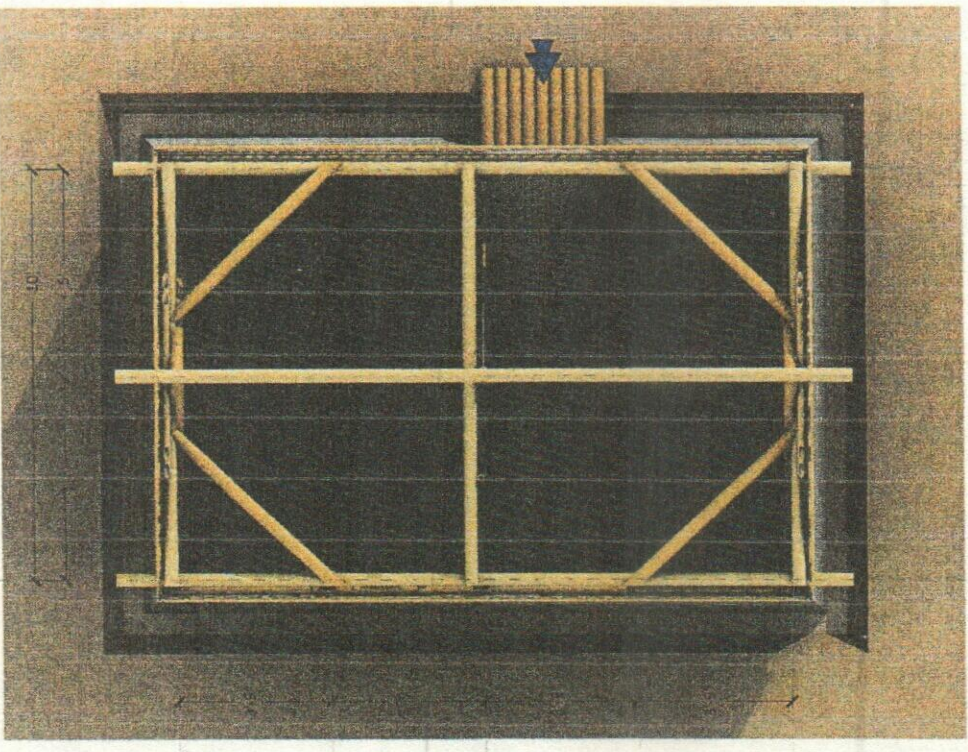

Md. Shamsuddin Doula
 (Deputy Secretary)
 Add. Refugee Relief & Repatriation Commissioner
 Cox's Bazar.

STANDARD 10'x15' SHELTER for
FIRE RESPONSE in CAMPS 8E, 8W, 9
ROHINGYA HUMANITARIAN CRISIS

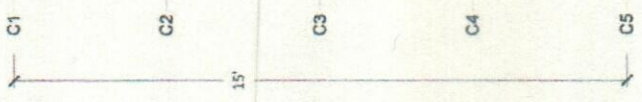
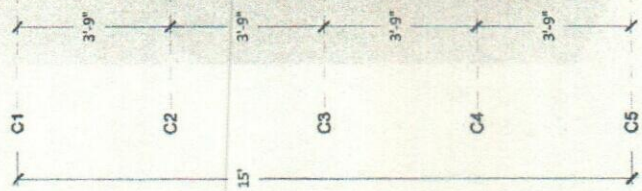
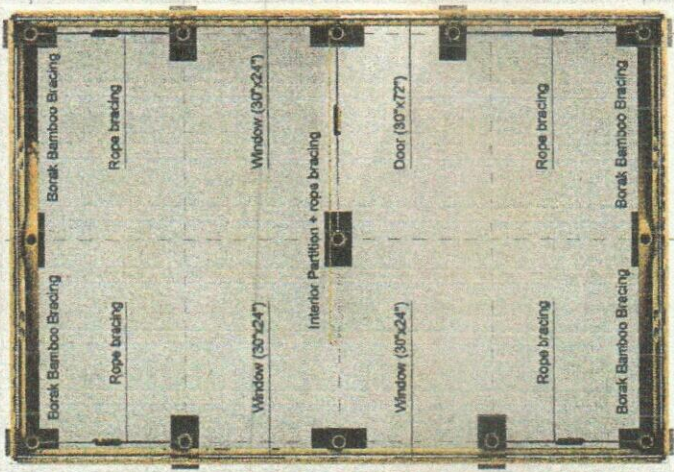
LOCATION: SHEET CONTENT: COMPLETE SHELTER 3D No.: 08
 Cox's Bazar
 BANGLADESH HH up to 4 members DATE: APR 21 Rev.: 03



L1 L2 L3



L1 L2 L3



Md. Masum Kabir, National In-charge for the shelter, Field Administration Officer (FRO)
M.A. Rashed, Field Administration Officer (FRO)

Ustad Saifuddin Dourza
(Deputy Secretary)
M.A. Rashed, Field Administration Officer (FRO)
Cox's Bazar



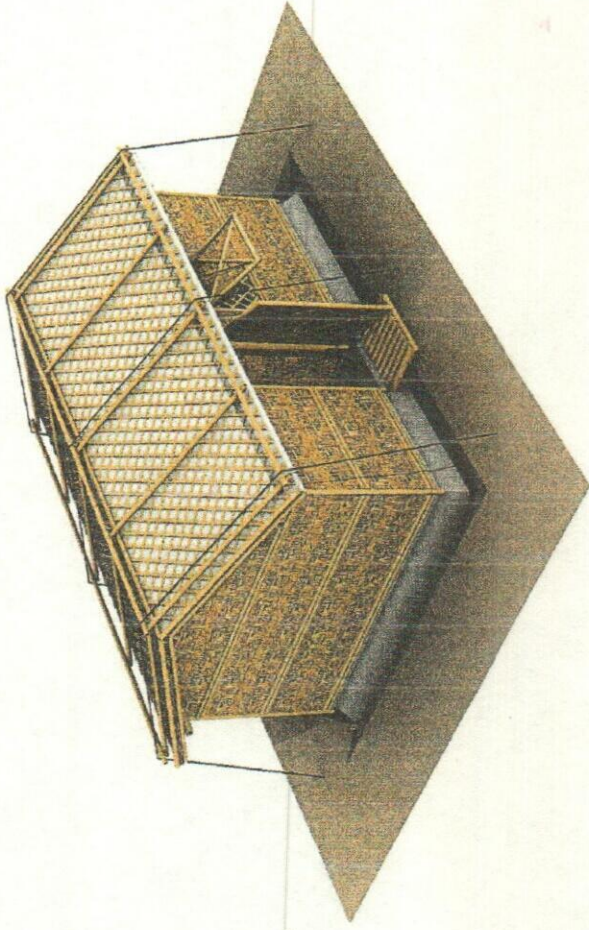
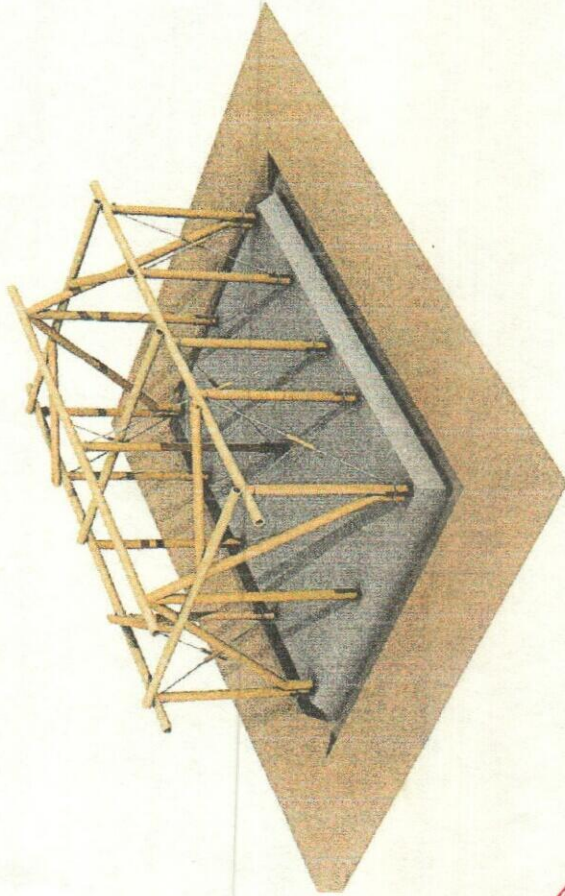
SHELTER/NFI
SECTOR
Cox's Bazar, Bangladesh


STANDARD 10'x15' SHELTER for
FIRE RESPONSE in CAMPS 8E, 8W, 9
ROHINGYA HUMANITARIAN CRISIS

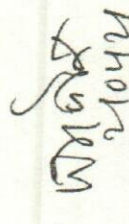
LOCATION:
Cox's Bazar
BANGLADESH

SHEET CONTENT:
HH up to 4 members
DATE: APR 21
SCALE 1:50
Rev.: 03

FLOOR & ROOF LAYOUTS No.: 01




Md. Masum Kabir
 District Relief and Rehabilitation Officer (DRRO)
 Office of the Refugee Relief & Repatriation Commissioner
 Cox's Bazar.


 210421
Md Shamsud Douza
 (Deputy Secretary)
 MRD, Refugee Relief & Repatriation Commissioner
 Cox's Bazar.



**SHELTER/NFI
 SECTOR**
 Cox's Bazar, Bangladesh

STANDARD 10'X15' SHELTER for
 FIRE RESPONSE in CAMPS 8E, 8W, 9
 ROHINGYA HUMANITARIAN CRISIS

LOCATION:
 Cox's Bazar
 BANGLADESH

HH up to 4 members DATE: APR 21

Rev.: 03

Technical Design developed in coordination with Shelter/NFI Partners involved in the shelter assistance to camps affected by fire in March 2021



Bank Guarantee for Tender Security (Form STD 4-5)

[This is the format for the Tender Security to be issued by any scheduled Bank of Bangladesh]

Invitation for Tender No: Date:

Tender Package No:

Lot No. (when applicable)

To :

[Name and address of the Procuring Entity]

TENDER GUARANTEE No: [insert number]

We have been informed that [name of Tenderer] (hereinafter called "the Tenderer") intends to submit to you its Tender dated [date of Tender] (hereinafter called "the Tender") for the execution of the Works of [description of works] under the above Invitation for Tenders (hereinafter called "the IFT").

Furthermore, we understand that, according to your conditions, the Tender must be supported by a Bank Guarantee for Tender Security.

At the request of the Tenderer, we [name of Bank] hereby irrevocably unconditionally undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk [insert amount in figures and words] upon receipt by us of your first written demand accompanied by a written statement that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- a. has withdrawn its Tender after opening of Tenders but within the validity of the Tender Security; or
- b. failed to furnish Performance Security within the period stipulated in the NOA; or
- c. refused to sign the Contract Agreement by the time specified in the NOA; or
- d. did not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT.

This guarantee will expire

- (a) if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Contract Agreement signed by the Tenderer ; or
- (b) if the Tenderer is not the successful Tenderer, twenty-eight (28) days after the expiration of the Tenderer's Tender Validity period, being [date of expiration of the Tender Validity plus twenty-eight (28) days].

Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature



Letter of Commitment for Bank's Undertaking for Line of Credit (Form STD 4-6)

[This is the format for the Credit Line to be issued by any scheduled Bank of Bangladesh]

Invitation for Tender No: Date:

Tender Package No:

Lot No. (when applicable)

To :

[Name and address of the Procuring Entity]

CREDIT COMMITMENT No: [insert number]

We have been informed that [name of Tenderer] (hereinafter called "the Tenderer") intends to submit to you its Tender (hereinafter called "the Tender") for the execution of the Works of [description of works] under the above Invitation for Tenders (hereinafter called "the IFT").

Furthermore, we understand that, according to your conditions, the Tenderer's Financial Capacity i.e. Liquid Asset must be substantiated by a Letter of Commitment of Bank's Undertaking for Line of Credit.

At the request of, and arrangement with, the Tenderer, we [name and address of the Bank] do hereby agree and undertake that [name and address of the Tenderer] will be provided by us with a revolving line of credit, in case awarded the Contract, for execution of the Works viz. [insert name of the works], for an amount not less than BDT [in figure] (in words) for the sole purpose of the execution of the above Contract. This Revolving Line of Credit will be maintained by us until issuance of "Taking-Over Certificate" by the Procuring Entity.

In witness whereof, authorised representative of the Bank has hereunto signed and sealed this Letter of Commitment.

Signature



Signature



Notification of Award (Form STD 4-7)

Contract No:

Date:

To :

[Name & address of Supplier/Contractor]

This is to notify you that your Tender dated [insert date of tender opening] for the execution of Works for [name of contract] for the Contract Price of Tk [state amount in figures and in words] as corrected and modified in accordance with the Instructions to Tenderers, has been approved after evaluation. You are thus requested to:

- i. furnish a Performance Security in the specified format and in the amount of Tk [insert amount in figures and words], within 7 (seven) working days of issuance of this Notification of Award but not later than (specify date),
- ii. sign the Contract within 10 (ten) working days of issuance of this NOA but not later than (specify date), if required.

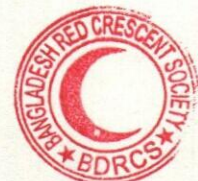
You may proceed with the execution of Works only upon completion of the above tasks. You may also please note that this Notification of Award shall constitute the formation of this Contract, which shall become binding upon you.

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

Signed :

Name & Designation of the Issuing Authority : Date:

[Handwritten signature]



Contract Agreement (Form STD 4-8)

THIS AGREEMENT is made on : [date of contract agreement] between

Name of the Procuring Entity Address :

2. Name of the Contractor Address :

WHEREAS the Procuring Entity invited tenders for certain works, viz, [brief description of works] and has accepted a Tender by the contractor for the execution of those works in the sum of Taka [Contract Price in figures and in words] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH 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 hereafter referred to.
2. The following documents forming the Contract shall be in the following order of precedence, namely:
 - (a) the signed Form of Contract Agreement,
 - (b) the Notification of Award,
 - (c) the completed Tender,
 - (d) conditions of contract,
 - (e) technical specifications.
 - (f) price and delivery schedule of Goods/ Bill of Quantities;
 - (g) others document, if any
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	The Supplier/ Contractor
Signature		
Print Name		
Title		
In the presence of Name Address		



Bank Guarantee for Performance Security (Form STD 4-9)

[This is the format for the Performance Security to be issued by any scheduled Bank of Bangladesh]

Contract No: [insert reference number]

Date: [insert date]

To:

[insert Name and address of Procuring Entity]

PERFORMANCE GUARANTEE No: [insert number]

We have been informed that [name of Contractor] (hereinafter called "the Contractor") has undertaken, pursuant to Contract No [insert reference number of Contract] dated [insert date of Contract] (hereinafter called "the Contract"), the execution of works [description of works] under the Contract.

Furthermore, we understand that, according to your conditions, the Contract must be supported by a Bank Guarantee for Performance Security.

At the request of the Contractor, we [name of Bank] hereby irrevocably unconditionally undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Contractor is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until [date of validity of guarantee], consequently, we must receive at the above- mentioned office any demand for payment under this guarantee on or before that date.

.....

Signature

.....

Signature

.....

Witness

.....

Witness

[Handwritten signature]



বৃহস্পতিবার

১১ জুন ২০২৬

২৮ জ্যৈষ্ঠ ১৪৩৩ বঙ্গাব্দ। ২৪ জিলহজ্জ ১৪৪৭ হিজরি

২০ পৃষ্ঠা। মূল্য ১২ টাকা


রেজি-ডিএ ৮৪। ৭৩তম বর্ষ। ১৫৭তম সংখ্যা

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দৈনিক ইত্তেফাক

প্রতিষ্ঠাতা অফিসার মোসেন মানিক শিখা

 Bangladesh Red Crescent Society National Head Quarter (NHQ) 684-686, Red Crescent Sarak, Bara Moghbazar, Dhaka 1217. PABX: +88-02-48310188-9, Ext: 222, 258, Direct: +88-02-8333430, web: www.bdracs.org	
INVITATION FOR TENDER	
1. Invitation Reference, Tender ID No and Date	Pro. (Log.)/179/2026, date: 08/06/2026, Tender ID no.: 24/2026
2. Procuring Entity Name	Secretary General, BDRCS
3. Name of Requisition Department	Disaster Response Department
4. Procurement for	Population Movement Operation (PMO), Cox's Bazar
5. Procurement Category	Construction of Mid Term Shelter and Supply of Goods and Services
6. Description of Tender	LOT-A: Construction of 500 Mid Term Shelter (MTS) with Pre-cast Metal Footing LOT-B: Supply of Non Food Items (NFI)
7. Procurement Method	Open Tendering Method (OTM)
8. Source of Funds	QRCS
9. Purchase of Tender document	Tender documents and schedules with detailed information are available at the Bangladesh Red Crescent Society (BDRCS) website: www.bdracs.org . Tender Schedule Download Link: https://bdracs.org/tender/ Tender Schedule Purchase Process: <ul style="list-style-type: none">Interested bidders are requested to collect the tender documents within the stipulated timeframe from the mentioned link/BDRCS website.Tender Schedule Purchase Fees (Non-refundable): BDT 3,000.00 for LOT-A and BDT 3,000.00 for LOT-BTo Purchase Tender Schedule, Please make PAYMENT to BDRCS bKash Merchant Account No: 01894806393Please insert the reference number Pro. (Log.)/170/2026 while making bKash Payment.Please mention the bKash transaction reference number on top Table-1 in tender schedule. Failure to include the bKash transaction reference number may result in the disqualification of your bid.
10. Tender Schedule available	From 11-06-2026 to 24-06-2026
11. Tender Submission Date and Time	24-06-2026 at 12:00 pm (If not possible for any unavoidable circumstance tender will be opened next office day at the same time & venue.)
12. Tender Opening Date and Time	24-06-2026 at 12:15 pm
13. Address of Tender Submission & Opening	Logistics Department, National Headquarters, BDRCS, 684-686 Red Crescent Road, Bara Maghbazar, Dhaka-1217.
14. Place/Date/Time of Pre-Tender Meeting	11:00 AM on 18 June 2026 in the Logistics Department Meeting Room, NHQ, BDRCS, 684-686, Red Crescent Sarak, Bara Moghbazar, Dhaka 1217.
15. Eligibility of Tenderer	<ul style="list-style-type: none">Construction Firm or Similar Experience is preferable for Construction of Mid Term Shelter with Pre CastExperienced Supplier/Importer/Manufacturing Company for supply of NFI
16. Brief Description of works/ Related Services	As per tender documents
17. Tender Security Amount	2.5 % of the Total quoted amount
18. Completion Time (In days)	180 days for Construction of Mid Term Shelter and 28 days for Supply of NFI
The Bangladesh Red Crescent Society reserves the right to accept or reject any or all tender or split the order without assigning any reason whatsoever and will not be bound to accept the lowest bid.	
Size: 3 col x 6"	Dr. Kabir M. Ashraf Alam ndc Secretary General





Regd. No. GA 6238
VOTR. No. 47

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THURSDAY, JUNE 11, 2026

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Bangladesh Red Crescent Society

National Head Quarter (NHQ)

684-686, Red Crescent Sarak, Bara Moghbazar, Dhaka 1217.

PABX: +88-02-48310188-9, Ext: 222, 258, Direct: +88-02-8333430, web: www.bdracs.org

INVITATION FOR TENDER

1. Invitation Reference, Tender ID No and Date	Pro. (Log.)/179/2026, date: 08/06/2026, Tender ID no.: 24/2026
2. Procuring Entity Name	Secretary General, BDRCS
3. Name of Requisition Department	Disaster Response Department
4. Procurement for	Population Movement Operation (PMO), Cox's Bazar
5. Procurement Category	Construction of Mid Term Shelter and Supply of Goods and Services
6. Description of Tender	LOT-A: Construction of 500 Mid Term Shelter (MTS) with Pre-cast Metal Footing LOT-B: Supply of Non Food Items (NFI)
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8. Source of Funds	QRCS
9. Purchase of Tender document	Tender documents and schedules with detailed information are available at the Bangladesh Red Crescent Society (BDRCS) website: www.bdracs.org . Tender Schedule Download Link: https://bdracs.org/tender/ Tender Schedule Purchase Process: <ul style="list-style-type: none"> Interested bidders are requested to collect the tender documents within the stipulated timeframe from the mentioned link/BDRCS website. Tender Schedule Purchase Fees (Non-refundable): BDT 3,000.00 for LOT-A and BDT 3,000.00 for LOT-B To Purchase Tender Schedule, Please make PAYMENT to BDRCS bKash Merchant Account No: 01894806393 Please insert the reference number Pro. (Log.)/170/2026 while making bKash Payment. Please mention the bKash transaction reference number on top Table-1 in tender schedule. Failure to include the bKash transaction reference number may result in the disqualification of your bid.
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Size: 3 col x 6"

Dr. Kabir M. Ashraf Alam ndc
Secretary General

