লতিফ বাওয়ানী জুট মিলস্ লিঃ

(বাংলাদেশ পাটকল করপোরেশন এর একটি প্রতিষ্ঠান)
ডেমরা, ঢাকা

ফোন- ০২-২২৩৩০১৭২৭
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ই-মেইল- lbjm.mis@gmail.com
ওয়েবসাইট- www.lbjm.gov.bd



সূত্র নং: ২৪.০৪.২৬১২.৯০৪.৮৮.১২৫.২৬/ ৭২৭৩ তারিখ: ০২-১১-২০২৬

বিষয়: দরপত্র বিজ্ঞাপন সংস্থার ওয়েবসাইটে প্রকাশ করা প্রসঙ্গে।

উপার্যুক্ত বিষয়ের আলোকে বিজেএমসি'র দপ্তরাদেশ সূত্র নং ২৪.০৪.০০০০.২০৪.৪৩.১০১.১৮-৪৯ তারিখ ২৯-০১-২০১৯ এর নির্দেশনা অনুযায়ী এ মিলের (RFQ) টেন্ডার বিজ্ঞাপন সংস্থার ওয়েবসাইটে প্রকাশের ব্যবস্থা গ্রহণের জন্য অনুরোধ করা হলো।

সংযুক্তি: বর্ণনা মোতাবেক ১৩ (তেরো) পাতা।

২.১১.২০২৬
মোহাম্মদ মুহিউদ্দীন ছাদেক
মহাব্যবস্থাপক

উপ-মহাব্যবস্থাপক (এমআইএস)
বাংলাদেশ পাটকল করপোরেশন
আদমজী কোর্ট, মতিঝিল বা/এ
ঢাকা-১০০০।

অনুলিপি: (জ্যেষ্ঠতার ক্রমানুসারে নয়)
১। উপ-মহাব্যবস্থাপক (হিসাব ও অর্থ) / (প্রশাসন), লবাজুমি।
২। প্রকল্প প্রধান, করিম জুট মিলস্ লিঃ, ডেমরা, ঢাকা - মিলের নোটিশ বোর্ডে দেয়ার জন্য অনুরোধ করা হলো।
৩। ব্যবস্থাপক (রক্ষণাবেক্ষণ), লবাজুমি।
৪। উপ-ব্যবস্থাপক (ভান্ডার), লবাজুমি।
৫। মিলের নোটিশ বোর্ড (সকল)।
৬। অফিস কপি।

Latif Bawany Jute Mills Ltd.
Demra, Dhaka.

Invitation for Request for Quotation (RFQ)

1	Ministry	Ministry of Textile and Jute
2	Agency	Bangladesh Jute Mills Corporation (BJMC)
3	Procuring Entity Name	General Manager, Latif Bawany Jute Mills Ltd.
4	Invitation for	Quotation for 2(two) K.M of damaged electric lines repair works,
5	Invitation Ref. No.	RFQ-2/25-26
6	Date	02.11.2026
Key Information		
7	Procurement Method	RFQ Tender
8	Budget and Source of Fund	Own fund
Particular Information		
9	RFQ Tender Package No.	02/25-26
10	RFQ Tender Publication Date	02.11.2026
11	RFQ Schedule Last Distribution Date	09.11.2026; 12:30 AM
12	RFQ Schedule Submission Date and Time	09.11.2026; 12:30 AM
13	RFQ Opening Date and Time	09.11.2026; 12:30 AM
14	Name & Address of the office(s)	Manager (Main), LBJM, Demra, Dhaka
	Receiving Tender Document	Manager (Main), LBJM, Demra, Dhaka
	Opening Tender Document	Manager (Main), LBJM, Demra, Dhaka
Information for Tender		
15	Eligibility of Tender	The bidder should have valid Trader License, TIN Certificate & VAT/BIN & Financial Solvency Certificate.
16	Brief Description of Goods	Repair works on surface gas line of Latif Bawany Jute Mills Ltd..
17	Price of Tender Schedule Document (Tk.)	Free of Cost
18	RFQ Tender Validity	90 Days

19	Lot No	Identification of Lot	Location	Tender Security	Completion Time (in Week)
	1	Repair works on surface gas line of Latif Bawany Jute Mills Ltd...	Latif Bawani Jute Mills Ltd. Demra, Dhaka	N/A	04

20	Name of Official Inviting RFQ Tender	General Manager, Latif Bawany Jute Mills Ltd.
21	Designation of Official Inviting RFQ Tender	General Manager, Latif Bawany Jute Mills Ltd.
22	Address of Official Inviting RFQ Tender	Latif Bawany Jute Mills Ltd., Demra, Dhaka
23	Contact Details of Official Inviting RFQ Tender	Cell Phone: 01755-627054, Tele Phone: 02-223301727, e_mail: lbjm.mis@gmail.com
24	Special Instructions: The procuring entity reserves the right to accept or reject any tender prior of acceptance.	

Mohammad Mohiuddin Sadek
General Manager

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

Request for Quotation Document (National) For Procurement of Works

[Request for Quotation Method]

(for value up to Tk.**1.5** million/**15** Lac)

Tender Submission Time & Date- 12.01 Pm & 09.11.2026
(Tender For Repair Work's on Surface Gas Line From 2″Pipe Line to Fulguni,Jonaki ,Mitali ,Napali Quarter,Sarbokkhanik Stuff Quarter Residential Area of Latif Bawany Jute Mills Ltd.

Latif Bawany Jute Mills Limited
Demra, Dhaka.
[Under the Ministry of Textile & Jute, Controlled by BJMC]

October 2025

PW1 (SRFQ)

Guidance Notes on the use of
The Request for Quotation Document

1. These guidance notes have been prepared by the BPPA to assist a Procuring Entity in the preparation of Quotation document, using the Standard Request for Quotation, SRFQ, for the procurement of low value simple Works. All concerned are advised to refer to the Public Procurement Rules, 2025 issued to supplement the Public Procurement Act, 2006; available on BPPA's website: http://www.bppa.gov.bd/. Notes and guidance are provided for both the Procuring Entity and the Quotationer.

2. The procurement under Request for Quotation Method (RFQM) shall follow the provisions pursuant to Rules 90 to 94 of the Public Procurement Rules, 2025 and in accordance with Section 32 of the Public Procurement Act, 2006. SRFQ is based upon best national practices that have been adapted to suit the particular needs of procurement.

3. The use of SRFQ (PW1) applies when a Procuring Entity intends to select a Quotationer (a Contractor) for the Procurement of Works under RFQ Method (RFQM) pursuant to Rule 90(3) of the Public Procurement Rules, 2025.

4. Pursuant to Rule 92(1) and Rule 92(2) of the Public Procurement Rules, 2025, RFQ shall be invited through letter or e-mail. RFQ shall not be required to be advertised in the daily newspapers but for the minimum circulation the Procuring Entity shall publish that advertisement in its website (if any), including posting in the Notice Board and, shall send with request for publication to the administrative wing of some other Procuring Entities nearby.

5. Pursuant to Rule 92(3) of the Public Procurement Rules, 2025, RFQ Document shall be issued or made available to potential Quotationers **'free-of-cost'**.

6. The time-limit for Request for Quotation shall in no case exceed seven **(7)** days pursuant to Rule 92 (4) of the Public Procurement Rules, 2025. The Procuring Entity must provide minimum three (3) days for submitting Quotations.

7. No Securities such as Quotation Security (i.e. Tender Security) and Performance Security shall be required pursuant to Rule 91(6) of the Public Procurement Rules, 2025.

8. Submission, Opening and Evaluation of the Quotations shall respectively be dealt with pursuant to Rule 93(1), Rule 93(2) and Rule 94(1) of the Public Procurement Rules, 2025 as specified in the RFQ.

9. The criteria for evaluation, pursuant to Rule 91(4) of the Public Procurement Rules, 2025, shall be pre-disclosed.

10. Pursuant to Rule 90(5) of the Public Procurement Rules, 2025 the Quotation for low value simple Works shall be on the basis of either **'Unit-Rate'** depending on the level of estimating the quantity of works. Such two different BoQ formats are attached with the RFQ Document. The Procuring Entity shall have the option to choose any one of these two BoQs, as appropriate, for a particular procurement.

11. Splitting the object of Procurement is not permissible pursuant to Rule 90(4)(ka) of the Public Procurement Rules, 2025.

12. The Procuring Entity shall invite the successful Quotationer to sign the contract, pursuant to Rule 94(5) of the Public Procurement Rules, 2025, following recommendations of the Evaluation Committee and approval thereupon by the Approving Authority.

13. Provision of Retention Money shall however be kept at the rate of (5) percent of the contract price from contractor's payable amount against any claims during the Defect Liability Period.

14. The Defects Liability Period shall usually remain between 06 months.

15. The Procuring Entity shall further be required to maintain the record of procurement proceedings pursuant to Rule 60 of the Public Procurement Rules, 2025.

Latif Bawany Jute Mills Ltd.,
Demra, Dhaka

REQUEST FOR QUOTATION
for
Repair Work's on Surface Gas Line From 2″Pipe Line to Fulguni,Jonaki ,Mitali ,Napali Quarter,Sarbokkhanik Stuff Quarter Residential Area of Latif Bawany Jute Mills Ltd.by MS Pipe,GI Pipe And Others Fittings

Date: 02.11.2026

RFQ No: 02/25-26

To
General Manager,
Latif Bawany Jute Mills Ltd.,
Demra, Dhaka

1. The Latif Bawany Jute Mills Ltd has been allocated public funds and intends to apply a portion of the funds to eligible payments under the Contract for which this Quotation Document is issued.
2. Detailed Specifications and, Design & Drawings for the intended Works are available in the office of the Procuring Entity for inspection by the potential Quotationers during office hours on all working days.
3. Quotation is being requested on **Unit-Rate** basis.
4. Quotation shall be completed properly, duly signed-dated each page by the authorized signatory and submitted by the date to the office as specified in **Para 6** below.
5. No Securities such as Quotation Security and Performance Security shall be required for submission of the Quotation and execution of the Works (if awarded) respectively.
6. A) Quotation in sealed envelope or through electronic mail shall be submitted to the office of the undersigned **on or before** 09.11.2026 at 12:01 PM. The envelope containing the Quotation must be clearly marked "Quotation for Repair Work's on Surface Gas Line From 2″Pipe Line to Fulguni,Jonaki ,Mitali ,Napali Quarter,Sarbokhanik Stuff Quarter Residential Area of Latif Bawany Jute Mills Ltd.by MS Pipe,GI Pipe And Others Fittings and **DO NOT OPEN** before 09.11.2026 & 12.30 Pm. Quotations received later than the time specified herein shall not be accepted.

   B) **Pipe and others Fittings will be provided by Latif Bawany Jute Mills Ltd**
7. The Procuring Entity may extend the deadline for submission of Quotations on justifiably acceptable grounds duly recorded subject to threshold of seven (7) days pursuant to Rule 92 (4) of the Public Procurement Rules, 2025.
8. Quotation shall be submitted as per Bill of Quantities of Works.
9. All Quotations must be valid for a period of at least **90** from the closing date of the Quotation.
10. No public opening of Quotations received by the closing date shall be held.
11. Quotationer's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law, if the Contract is awarded.
12. Rates shall be quoted and, subsequent payments under this Contract shall be made in Taka currency. The price offered by the Quotationer, if accepted shall remain fixed for the duration of the Contract.

13. Quotationer shall have legal capacity to enter into Contract. Quotationer, in support of its qualification shall be required to submit certified photocopies of latest documents related to valid **Trade License, Enrolment 1.1/1.2 Class Certificate of Titas Gas Authority & Experience Certificate of same type work, Selected Contractor must drawn a work drawing and approved by Titas Authority, Tax Clearance Certificate (or** Acknowledgement slip issued by the competent authority as a proof of submission of income tax return for the Assessment Year 2025-2026, **VAT Registration Number/Business Identification Number (BIN)** and **Financial Solvency Certificate** showing liquid asset of at least 2,50,000 BDT from any scheduled Bank; without which the Quotation may be considered non-responsive.

14. Quotations shall be evaluated based on information and documents submitted with the Quotations, by the Evaluation Committee and, at least three (3) responsive Quotations will be required to determine the lowest evaluated responsive Quotations for award of the Contract.

15. In case of anomalies between unit rates or prices and the total amount quoted, in the quotation submitted on unit rate basis, the unit rates or prices shall prevail. In case of discrepancy between words and figures, the former will govern. In case of quotation submitted on Lump-sum basis, if anomalies found between figures and words, the words will prevail. Quotationer shall remain bound to accept the arithmetic corrections made by the Evaluation Committee.

16. The Quotationers prices, being responsive to the Procuring Entity's requirements, shall be checked for SLT (Significantly Low-priced Tender) in accordance with the Rules 25 and 26 of the Public Procurement Rules, 2025.

17. The execution of Works shall be completed within **20 days** days from the date of commencement.

18. Letter inviting the successful Quotationer to sign the Contract shall be issued within **03** days of receipt of approval from the Approving Authority. The Contract shall have to be signed within **03** working days of issuing such Letter of Invitation.

19. The Procuring Entity reserves the right to reject all the Quotations or annul the procurement proceedings.

Name: Mohammad Mohiuddin Sadek
Designation: General Manager.
Date: 02.11.2026
Address: Latif Bawany Jute Mills Ltd., Demra, Dhaka,
Phone No: 01755-627054, e-mail: lbjm.mis@gmail.com

Distribution:

1. DGM (MIS), BJMC, Motijheel, Dhaka- Requesting for upload & publish in the bjmc website.
2. DGM (Accounts & Finance), Latif Bawany Jute Mills Ltd. Demra, Dhaka.
3. DGM (Administration), Latif Bawany Jute Mills Ltd. Demra, Dhaka.
4. Manager (Maintenance), Latif Bawany Jute Mills Ltd. Demra, Dhaka.
5. Security Head, Latif Bawany Jute Mills Ltd. Demra, Dhaka.
7. Notice Board, Latif Bawany Jute Mills Ltd. Demra, Dhaka.
5. Office File.

Latif Bawany Jute Mills Ltd.,
Demra, Dhaka.

RFQ No: 02/25-26

Date: 02.11.2026

To:
General Manager,
Latif Bawany Jute Mills Ltd.,
Demra, Dhaka.

I/We, the undersigned, offer to execute in conformity with the Conditions of Contract for execution of the Works named Tender For Repair Work's on Surface Gas Line From 2" Pipe Line to Fulguni,Jonaki ,Mitali ,Napali Quarter,Sarbokkhanik Stuff Quarter Residential Area of Latif Bawany Jute Mills Ltd.by MS Pipe,GI Pipe And Others Fittings

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

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

I/We declare that I/we have the legal capacity to enter into a contract with you, and have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive, coercive or obstructive practices. Furthermore, I am/ We are aware of Para 28(e) of the Conditions of Contract and pledge not to indulge in such practices in competing for or in executing the works.

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

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

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

Signature of Quotationer with Seal
Date:

Bill of Quantities

Item No.	Description of Items of Works (specifications preferably built-in)	Unit	Quantity	Unit rates or prices quoted by the Quotationer		Amount
				In figures	In words	
1	*2*	*3*	*4*	*5*	*6*	*7 = 4x5*
1	Repair Work's on Surface Gas Line From 2" pipe line to Stuff Quarter Residential Area of Latif Bawany Jute Mills Ltd. by MS Pipe, GI Pipe and others Fittings are bellow:					
	1. 3/4" G.I Pipe Laying	Mtr	975			
	2. 3/4" MS Pipe Laying	Mtr	137			
	3. 1/2" G.I Pipe Laying	Mtr	183			
	4. Wall Drilling	Point	130			
	5. Soil Digging 2" Pipe Line To Riser	Mtr	137			
	6. 3/4" Pipe Welding	Joint	75			
	7. 3/4" pipe Socket Joint	Joint	320			
	8. 1/2" Pipe Socket Joint	Joint	670			
	9. G.I Pipe colouring (Yellow Paint)	Mtr	1160			
	10. Tapping (Black Tape)	Mtr	137			
	11. Purging & Testing	Mtr	1300			
	12. Gas Stove Re-Running	Pcs	120			
	(Pipe And Others Fittings will be provided by Latif Bawany Jute Mills Ltd.)					

* Reference is drawn to Rule 90(5) of the Public Procurement Rules, 2025 and to the Para 4 of the Guidance Notes before opting for this Format.

Total Amount (in figure and words)

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

Signature of the Quotationer with Seal

Date :dd/mm/yy

Note (use only when this method deemed appropriate):

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

Unit Rate Basis*

Latif Bawany Jute Mills Ltd.,
Demra, Dhaka

Invitation for signing Contract

[Rule 94 (5) of PPR, 2025]

RFQ No. 02/25-26

Ref:
To:

Date: 02.11.2026

This is to notify you that your **Quotation** dated *[dd/mm/yy]* for the execution of the Works named **Repair Work's on Surface Gas Line From 2" Pipe Line to Fulguni,Jonaki ,Mitali ,Napali Quarter,Sarbokkhanik Stuff Quarter Residential Area of Latif Bawany Jute Mills Ltd.by MS Pipe,GI Pipe And Others Fittings**
for the Contract Price of Tk *[state amount in figures and in words]* as corrected, has been approved by the competent authority.

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

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

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

Signature of the Procuring Entity with name and designation
Date:

Attachment: Draft Contract

Contract Agreement

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

WHEREAS the Procuring Entity invited Quotation for certain Works named **Repair Work's on Surface Gas Line From 2" Pipe Line to Fulguni,Jonaki ,Mitali ,Napali Quarter,Sarbokkhanik Stuff Quarter Residential Area of Latif Bawany Jute Mills Ltd.by MS Pipe,GI Pipe And Others Fittings** and has accepted the Quotation submitted by the Quotationer for the execution of those works in the sum of Taka *[insert Contract price in figures and in words]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.

2. The documents forming the Contract shall be interpreted in the following order of priority:
   (a) the signed Contract Agreement
   (b) the Letter of Invitation
   (c) the Conditions of Contract
   (d) the Specifications
   (e) the Design and Drawings
   (f) the priced Bill of Quantities
   (g) any other document listed anywhere in the Contract.

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For the Procuring Entity	For the Contractor
Signature	
Name	
Designation	
National ID No.	
In the presence of	
Name	

Conditions of Contract

1. Conditions of Contract contained herein shall be binding upon both the contracting parties for the purpose of administration and management of this Contract.
2. Implementation and interpretation of these Conditions of Contract shall, in general, be under the purview of the Public Procurement Act, 2006 and the Public Procurement Rules, 2025.
3. The Contractor shall have to commence the Works within **[insert days]** days of signing of the Contract Agreement and complete in conformity in all respects with the provisions of the Contract within **[insert days]**.
4. The Contractor shall immediately submit to the Procuring Entity a Programme of Works showing the timing for all the activities and components of Works.
5. The Contractor shall maintain Pro Rata progress of the Works. Progress shall be determined in terms of the value of the works executed.
6. The Contractor shall be entitled to an extension of the Intended Completion Date if the Procuring Entity delays in handing over the Site or if Force Majeure situation occurs or for any other reasons acceptable to the Procuring Entity on justifiable grounds duly recorded.
7. The Procuring Entity shall check and verify the Works executed by the Contractor and notify the Contractor of any Defects found.
8. Notwithstanding any testing and examination, the Procuring Entity by visual inspection or field/lab tests may instruct the Contractor to:
    a. remove and replace any works or part thereof which is not in accordance with the Contract,
    b. remove and re-execute any other work or part thereof which is not in accordance with the Contract, and
    c. execute any work which is urgently required for the safety of the Works.
9. The Contractor shall submit to the Procuring Entity the progressive invoices for estimated value of works executed less the cumulative amount certified previously.
10. The Contractor shall be entirely responsible for payment of all taxes, duties, fees, and such other levies under the Applicable Law.
11. Notwithstanding any other practice, the method of measurement and mode of payment shall be based on the type of the Contract corresponding to the Bill of Quantities (**choose any one of the two**) below:

    <u>Lump-sum Basis</u>

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

12. The Contractor's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law.
13. The total Contract Price is BDT **[insert figure]** BDT **[in words]**.
14. Works under Variation Orders (except in case of Lump-sum basis) shall under no circumstances exceed ten (10) percent of the Contract Price subject to threshold specified in Rule 90 (1) and 90 (6) (ka) & (ga) of the Public Procurement Rules, 2025, as appropriate.

15. The Procuring Entity contracting shall amend the Contract incorporating required approved changes subsequently introduced to the original Conditions of Contract in line with Rules, where necessary.

16. The Procuring Entity shall retain or in other words deduct from each progressive payment due to the Contractor at the rate of five (5) percent of the invoice amount as Retention Money until completion of the whole of the Works under the Contract. This Retention Money shall be kept in PE's end for meeting any claims during the Defect Liability Period.

17. The Contractor shall apply by notice to the Procuring Entity for issuing a Completion Certificate of the Works, and the Procuring Entity shall do so upon deciding that the work is completed.

18. The Procuring Entity shall, within seven (7) working days after receiving the Contractor's application:

    a. issue the Completion Certificate to the Contractor stating that the Works were completed in accordance with the Contract, or

    b. reject the application, giving reasons and specifying the works required to be done/redone by the Contractor to enable issuance of the Completion Certificate.

    c. After condition of the works. If has to the certified by the Titas Gas Authority whether the work has been duly completed.

19. The Procuring Entity shall Take-Over the Site and the Works not later than seven (7) working days of issuing the Completion Certificate.

20. The Procuring Entity may issue a notice for correction of Defects within fourteen (14) days from the Contractor's request for **Final Payment** stating the scope of corrections or additions that are necessary.

21. The Defects Liability Period of the Works shall be **[insert months]** starting from the date of issuing the Completion Certificate by the Procuring Entity.

22. After the Defects Liability Period has passed and, the Procuring Entity has certified in the form of **Defects Corrections Certificate** that all Defects notified by the Procuring Entity to the Contractor before the end of this period have been corrected.

23. The Defects Liability Period may be extended for as long as the Defects notified by the Procuring Entity remain to be corrected.

24. If the Contractor has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity shall assess the cost of having the Defects corrected by it, and the Contractor shall remain liable to pay the expenditures incurred on account of correction of such Defects.

25. The Contractor shall keep the Procurement Entity harmless and indemnify from any claim, loss of property or life to himself/herself, his/her workmen or staff, any staff of the Procurement Entity or any third party while executing the work. Any claim arising out of execution of the works shall be settled by the Contractor at his/her own cost and responsibility.

26. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's own cost, if the loss or damage arises from the Contractor's acts or omissions.

27. The Retention Money shall be returned to the Contractor within fourteen (14) days after expiry of the Defects Liability Period.

28. The Procuring Entity may, by written Notice sent to the Contractor, terminate the Contract in whole or in part at any time, if the Contractor:

    a) fails to sign the Contract or commence the Work within the specified time; or
    b) fails to achieve satisfactory progress of Works in accordance with the Programme of Works; or

c) fails to complete the Work as per design, drawing and specifications or
d) after receipt of a written notice from the Procuring Entity does not remedy its failure within the time period specified therein.
e) in the judgement of the Procuring Entity, has engaged in any corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Work.
f) fails to perform any other obligation (s) under the Contract.
g) engages in any of practices mentioned in the Rule 149 of the PPR 2025.

29. In case of acting following paragraph no 28, the contractor has to pay a penalty at the percentage to apply to the contract price of the works not completed, representing the Procuring Entity's additional cost for completing the uncompleted Works, is [insert between 15 and 25] percent of the revised official estimated cost of the uncompleted works.

30. 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.

31. The Contractor shall be subject to, and aware of provision on corruption, fraudulence, collusion, coercion and obstruction in Section 64 of the Public Procurement Act, 2006 and Rule 149 of the Public Procurement Rules, 2025.

Specifications
Design and Drawings

Insert here the Specification of Works and the list of Design and Drawings