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A. General

1. Definitions	<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) Act means The Public Procurement Act, 2006 (Act 24 of 2006). (b) Adjudicator is the expert appointed jointly by the PE and the Contractor to resolve disputes in the first instance, as provided for in GCC Sub Clause 94.2. (c) Bill of Quantities (BOQ) means the priced and completed Bill of Quantities forming part of the Contract defined in GCC Clause 60. (d) Compensation Events are those defined in GCC Clause 69. (e) Competent Authority means the authority that gives decision on specific issues as per delegation of administrative and/or financial powers. (f) Completion Certificate means the Certificate issued by the Project Manager as evidence that the Contractor has executed the Works and Physical services in all respects as per design, drawing, specifications and Conditions of Contract. (g) Completion Date is the actual date of completion of the Works and Physical services certified by the Project Manager, in accordance with GCC Clause 80. (h) Contract Agreement means the Agreement entered into between the PE and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein to execute, complete, and maintain the Works. (i) Contract Documents means the documents listed in GCC Clause 6, including any amendments thereto.
	<p>(j) Contractor means the Person under contract with the PE for the execution of Works under the Rules and the Act as stated in the PCC.</p>
	<p>(k) 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.</p> <p>(l) Contractor's Tender is the completed e- including the priced Bill of Quantities and the Schedules submitted by the Contractor to the PE.</p> <p>(m) 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</p> <p>(n) Day means calendar day unless otherwise specified as working days.</p> <p>(o) Dayworks means work carried out following the instructions of the PE or the authorised Project Manager and is paid for on the basis of time spent by the Contractor's workers and equipment at the rates specified in the Schedules, in addition to payments for associated Materials and Plant.</p> <p>(p) Defect is any part of the Works not completed in accordance with the Contract.</p> <p>(q) Defects Correction Certificate is the certificate issued by the Project Manager upon correction of defects by the Contractor.</p> <p>(r) 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>(s) Goods mean the Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.</p> <p>(t) 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 PE's Equipment (if any), Plant, Materials and any other things to form or forming part of the Permanent Works.</p> <p>(u) Force Majeure means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origins not due to negligence or lack of care on the part of the Contractor; such events may include, but not be limited to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes or more as included in GCC Clause 85.;</p> <p>(v) GCC means the General Conditions of Contract.</p> <p>(w) Government means the Government of the People's Republic of Bangladesh.</p> <p>(x) "Head of the PE" means the Secretary of a Ministry or a Division, the Head of a Government Department or Directorate; or the Chief Executive, by whatever designation called, of a local Government agency, an autonomous or semi-autonomous body or a corporation, or a corporate body established under the Companies Act;</p>
	<p>(y) Intended Completion Date is the date calculated from the Commencement 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 or an acceleration order.</p>
	<p>(z) 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>(aa) Month means calendar month.</p>
	<p>(bb) Original Contract Price is the Contract Price stated in the PE's Notification of Award (Form e-PW3-7) and further clearly determined in the PCC.</p>

	<p>(cc) Permanent works means the permanent works to be executed by the Contractor under the Contract.</p> <p>(dd) PCC means the Particular Conditions of Contract.</p> <p>(ee) Plant means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the PE and relating to the construction of the Works and Physical services.</p>
	<p>(ff) PE means a PE having administrative and financial powers to undertake procurement of Works and Physical services using public funds and is as named in the PCC who employs the Contractor to carry out the Works.</p> <p>(fff) Development Partner means the financier (partial or full) of this contract, as named in the PCC.</p>
	<p>(gg) Project Manager is the person named in the PCC or any other competent person appointed by the PE 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>(hh) Provisional Sums means amounts of money specified by the PE in the Bill of Quantities which shall be used, at its discretion, for payments to Nominated Subcontractor(s) and for meeting other essential expenditures under the Contract pursuant to GCC Sub Clause 77.</p> <p>(ii) Retention Money means the accumulated retention moneys which the PE retains under GCC Clause 72.</p> <p>(jj) 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 schedules of rates and/or prices.</p>
	<p>(kk) Site means the places where the Permanent Works are to be executed including storage and working areas and to which Plant and Materials are to be delivered, and any other places as may be specified in the PCC as forming part of the Site.</p>
	<p>(ll) Site Investigation Reports are those that were included in the e-TD and are factual and interpretative reports about the surface and subsurface conditions at the Site.</p> <p>(mm) 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>(nn) Start Date is the date defined in the PCC and it is the last date when the Contractor shall commence execution of the Works under the Contract.</p>
	<p>(oo) Subcontractor means a person or corporate body, who has a contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.</p> <p>(pp) 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>(qq) 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>(rr) Works means all works associated with the construction, 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, if the value of those services does not exceed that of the Works themselves.</p> <p>(ss) Writing means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.</p>
2. Interpretation	<p>2.1 In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed part thereof or be taken into consideration in the interpretation or construance of the Contract. Words have their normal meaning under the language of the Contract unless specifically defined.</p> <p>2.2 Entire Agreement The Contract constitutes the entire agreement between the PE and the Contractor and supersedes all communications, negotiations and agreements (whether written or verbal) of parties with respect thereto made prior to the date of Contract Agreement; except those stated under GCC Sub Clause 6.1(j).</p> <p>2.3 Non waiver</p> <p>(a) Subject to GCC Sub Clause 2.3(b), no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> <p>2.4 Severability If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
	<p>2.5 Sectional completion If sectional completion is specified in the PCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).</p>
3. Communications and Notices	<p>3.1 Communications between Parties such as notice, request or consent required or permitted to be given or made by one party to the other pursuant to the Contract shall be in writing to the addresses specified in the PCC.</p> <p>3.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p> <p>3.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.</p>
4. Governing Law	4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.
5.Governing Language	5.1 The Contract shall be written in English. All correspondences and documents relating to the Contract may be written in English or Bangla. Supporting documents and printed literature that are part of the Contract may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, such translation shall govern.

	5.2 The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
6. Documents Forming the Contract and Priority of Documents	<p>The following documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> (a) signed Contract Agreement ; (b) e-Notification of Award ; (c) completed e-Tender ; (d) the Particular Conditions of Contract; (e) the General Conditions of Contract; (f) the Technical Specifications; (g) the General Specifications; (h) the Drawings; (i) the priced Bill of Quantities and the Schedules; and
	j. any other document listed in the PCC forming part of the Contract.
7. Scope of Works	<p>7.1 The Works to be executed, completed and maintained shall be as specified in the Bill of Quantities, the General and Particular Specifications and Drawings.</p> <p>7.2 Unless otherwise stipulated in the Contract, the Works shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for completion of the Works as if such items were expressly mentioned in the Contract.</p>
8. Assignment	8.1 Neither the Contractor nor the PE shall assign, in whole or in part, its obligations under the Contract
9. Eligibility	<p>9.1 The Contractor and its Subcontractor(s) shall have the nationality of a country other than that specified in the PCC.</p> <p>9.2 All materials, equipment, plant, and supplies used by the Contractor in both permanent and temporary works and services supplied under the Contract shall have their origin in the countries except any specified in the PCC.</p>
10. Gratuities / Agency fees	10.1 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.
11. Confidential Details	<p>11.1 The Contractor's and the PE's personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation.</p> <p>11.2 Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.</p>
12. JVCA	<p>12.1 If the Contractor is a JVCA ,</p> <ul style="list-style-type: none"> (a) each partner of the JVCA shall be jointly and severally liable for all liabilities and ethical or legal obligations to the PE for the fulfilment of the promises of the Contract; (b) the JVCA partners shall nominate a representative who shall have the authority to conduct all business including the receipt of payments for and on behalf of all partners of the JVCA; (c) the JVCA shall notify the PE of its composition and legal status which shall not be altered without the prior approval of the PE. (d) alteration of partners shall only be allowed if any of the partners is found to be incompetent or has any serious difficulties which may impact the overall implementation of the works.
13. Possession of the Site	13.1 The PE shall give possession of the Site or part(s) of the Site, to the Contractor on the date(s) stated in the PCC. If possession of a part of the Site is not given by the date stated in the PCC, the PE will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event as stated under GCC Sub Clause 69.1(a).
14. Access to the Site	14.1 The Contractor shall allow the Project Manager and any person authorised by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
15. PE's Responsibilities	<p>15.1 The PE 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.</p> <p>15.2 The PE shall make its best effort to guide and assist the Contractor in obtaining, if required, any permit, licence, and approvals from local public authorities for the purpose of execution of the Works and Physical services under the Contract.</p>
16. Approval of the Contractor's Temporary Works	<p>16.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them, if they comply with the Specifications and Drawings.</p> <p>16.2 The Contractor shall be responsible for design of Temporary Works.</p> <p>16.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>16.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p>
17. Contractor's Responsibilities	17.1 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.
18. Taxes and Duties	18.1 The Contractor shall be entirely responsible for all taxes, duties, fees, and other such levies imposed inside and outside Bangladesh.
19. Contractor's Personnel	<p>19.1 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.</p> <p>19.2 The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or higher than those of the personnel named in the Schedule.</p> <p>19.3 If the Project Manager asks the Contractor to remove a particular person who is a member of the Contractor's staff or work force from the Site, he or she shall state the reasons, and the Contractor shall ensure that the person leaves the Site within three (3) days and has no further connection with the work in the Contract.</p>
20. Subcontracting	20.1 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.

	<p>20.2 The prior consent, in writing, of the Project Manager shall however be obtained for other proposed Subcontractor(s).</p> <p>20.3 Subcontractors shall comply with the provisions of GCC Clause 39.</p>
21. Nominated Subcontractor	21.1 Nominated Subcontractor named in the Contract shall be entitled to execute the specific components of the Works stated in the PCC.
	<p>21.2 The Contractor shall not be under obligations to employ a Nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Project manager as soon as practicable, with supporting particulars while there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength, or does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor.</p> <p>21.3 Subcontracting shall in no event relieve the Contractor from any of its obligations, duties, responsibilities, or liability under the Contract and all Subcontractors shall comply with the provisions of GCC Clause 39.</p>
22. Other Contractors	22.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, the Project Manager and the PE between the dates given in the Schedule of other Contractors. The Contractor shall also provide facilities and services for them as described in the Schedule. The PE may modify the Schedule of other Contractors, and shall notify the Contractor of any such modification.
23. Project Manager's Decisions	23.1 Except where otherwise specifically stated in the PCC, the Project Manager will decide Contractual matters between the PE and the Contractor in its role as representative of the PE.
24. Delegation	<p>24.1 The Project Manager may delegate any of his duties and responsibilities to his representative except to the Adjudicator, after notifying the Contractor, and may cancel any delegation, without retroactivity, after notifying the Contractor.</p> <p>24.2 Any communications to the Contractor in accordance with such delegation shall have the same effect as if it was given by the Project Manager.</p>
25. Instructions,	25.1 The Contractor shall carry out all instructions of the Project Manager that comply with the applicable law.
26. Queries about the Contract conditions	26.1 The Project Manager, on behalf of the PE, will clarify queries on the Conditions of Contract.
27. Safety, Security and Protection of the Environment	<p>27.1 The Contractor shall throughout the execution and completion of the Works and the remedying of any defects therein:</p> <p>(a) take all reasonable steps to safeguard the health and safety of all workers working on the Site and other persons entitled to be on it, and to keep the Site in an orderly state;</p> <p>(b) provide and maintain at the Contractor's own cost all lights, guards, fencing, warning signs and watching for the protection of the Works or for the safety on-site; and</p> <p>(c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of the Contractors methods of operation.</p>
28. Working Hours	28.1 The Contractor shall not perform any work on the Site on the weekly holidays, or during the night or outside the normal working hours, or on any religious or public holiday, without the prior written approval of the Project Manager.
29. Welfare of Labourers	<p>29.1 The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's personnel relating to their employment, health, safety, welfare, immigration and shall allow them all their legal rights.</p> <p>29.2 The Contractor, in particular, shall provide proper accommodation to his or her labourers and arrange proper water supply, conservancy and sanitation arrangements at the site for all necessary hygienic requirements and for the prevention of epidemics in accordance with relevant regulations, rules and orders of the government.</p> <p>29.3 The Contractor, further in particular, shall pay reasonable wages to his or her labourers, and pay them in time. In the event of delay in payment the PE may effect payments to the labourers and recover the cost from the Contractor.</p>
30. Child Labour	30.1 The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development in compliance with the applicable labor laws and other relevant treaties ratified by the government.
31. Discoveries	31.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the PE. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
32. PE's and Contractor's Risks	32.1 The PE carries the risks that the Contract states are PE's risks and the Contractor carries the risks that the Contract states are Contractor's risks.
33. PE's Risks	<p>33.1 From the Start Date until the Defects Correction Certificate has been issued, the following are PE's risks:</p> <p>(a) the risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to</p> <ul style="list-style-type: none"> i. use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or ii. negligence, breach of statutory duty, or interference with any legal right by the PE or by any person employed by or Contracted to him except the Contractor. <p>(b) the risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the PE or in the PE's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.</p> <p>33.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is PE's risk, except loss or damage due to:</p> <p>(a) a Defect which existed on the Completion Date;</p> <p>(b) an event occurring before the Completion Date, which was not itself PE's risk; or</p> <p>(c) the activities of the Contractor on the Site after the Completion Date.</p>
34. Contractor's Risks	34.1 From the Start Date until the Defects Correction Certificate has been issued the risks of personal injury, death, and loss of or damage to property including without limitation, the Works, Plant, Materials, and Equipment, which are not PE's risks are Contractor's risks.
35. Copyright	<p>35.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the PE by the Contractor herein shall remain vested in the Contractor, or, if they are furnished to the PE directly or through the Contractor by any third party, including Suppliers of materials, the copyright in such materials shall remain vested in such third party.</p> <p>35.2 The Contractor shall not, except for the purposes of performing the obligations under the Contract, without the written permission of the PE disclose or make use of any specification, plan, design and drawing, pattern, sample or information furnished by or on behalf of the PE.</p>
36. Limitation of Liability	<p>36.1 Except in cases of criminal negligence or wilful misconduct:</p> <p>(a) the Contractor shall not be liable to the PE, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the PE; and</p> <p>(b) the aggregate liability of the Contractor to the PE, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Works, or to any obligation of the Contractor to indemnify the PE with respect to patent infringement.</p>
37. Insurance	<p>37.1 The Contractor shall provide, in the joint names of the PE and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles specified in the PCC for the following events which are due to the Contractor's risks:</p> <p>(a) loss of or damage to the Works, Plant, and Materials;</p> <p>(b) loss of or damage to Equipment;</p>

	<p>(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and (d) personal injury or death.</p>
	<p>37.2 The Contractor shall deliver policies and certificates of insurance to the Project Manager, for the Project Manager's approval, before the Start Date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred. 37.3 If the Contractor does not provide any of the policies and certificates required, the PE may effect the insurance which the Contractor should have provided and recover the premiums the PE has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due. 37.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager. 37.5 Both parties shall comply with conditions of the insurance policies.</p>
38. Management and Progress Meetings	<p>38.1 Either the Project Manager or the Contractor may require the other to attend a management and progress meeting. The business of such meeting shall be to review the progress and plans for remaining work and to deal with matters raised in accordance with the early warning procedure. 38.2 The Project Manager shall record the business of the meetings and provide copies of the record to those attending the meeting and to the PE. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management and progress meeting or after the meeting, and stated in writing to all concerned.</p>
39. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices	<p>39.1 The Government and the Development Partner require that PE, as well as the Contractor (including their suppliers, sub-contractors, agents, personnel, consultants, and service providers) shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of the Contract under public fund. 39.2 For the purposes of GCC Sub Clause 39.4, 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 a PE 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 a PE in connection with a Procurement proceeding or Contract execution; (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 PE, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying a PE the benefits of competitive price arising from genuine and open competition; or (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 the Contract, and this will include creating obstructions in the normal submission process used for Tenders. (e) "obstructive practice" 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; and also means acts intended to materially impede the exercise of the inspection and audit rights provided for under GCC Sub-Clause 39.6. 39.3 Should any corrupt, fraudulent, collusive, coercive practice or obstructive practice of any kind, in competing for or in executing the Contract, is determined by the Procuring Entity, then the Procuring Entity may, upon giving 28 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel the contractor from the site, and the provisions of Clause 89 shall apply as if such expulsion had been made under sub-clause 89.1 (Termination for Default). 39.4 If corrupt, fraudulent, collusive, coercive or obstructive practices of any kind determined by the PE or the Development Partner against the Contractor (including its suppliers, sub-contractors, agents personnel, consultants, and service providers) alleged to have carried out such practices, the PE and/or the Development Partner shall : (a) exclude the Contractor from further participation in the particular Procurement proceeding; or (b) declare, at its discretion, the Contractor to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time. (c) 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. 39.5 The Contractor shall be aware of the provisions on corruption, fraudulence, collusion, coercion and obstruction of the Public Procurement Act, 2006, the Public Procurement Rules, 2008 and in case of Development Partner financed contract, the Procurement Guidelines of the Development Partner. 39.6 The Contractor (including its suppliers, sub-contractors, agents, personnel, consultants, and service providers) shall permit the Government and/or the development Partner to inspect the Contractor's accounts and records and other documents relating to the submission of tender and contract performance, and to have them audited by auditors appointed by the Government and/or the development Partner, if so required.</p>

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