

UCEP Bangladesh

Term of Reference (TOR) for the Construction of a Three Storied (G+2F) UIST Building with Five Storied (G+4F) Foundation at Ambagan, Chattogram.

Address: Florapass Road, UCEP Ambagan Technical School, Ambagan , Chattogram

1. Background:

UCEP Bangladesh is a leading non-governmental organization that has been playing a role in shaping the lives of thousands of underprivileged children and youth across the country. Since its inception in 1972, UCEP has been actively contributing towards transforming the socioeconomic conditions in Bangladesh with the motto "Help to learn, skills to earn."

At present it provides education and training to about 35,000 children and youth annually. For lacking the space and facilities available in the purpose UCEP Bangladesh want to establish an academic building with academic standard facilities.

To expand its educational facilities and provide a better learning environment, UCEP Bangladesh is constructing a Three Storied (G+2F) UIST Building with Five Storied (G+4F) Foundation, Ambagan, Chattogram.

2. Objective

The objective of this project is to construct a modern three-storied academic building that complies with the structural, architectural, and functional requirements to provide a conducive environment for learning and training. The construction should be completed within the stipulated time frame, budget, and quality standards.

3. Scope of Work

The scope of work involves the following key activities:

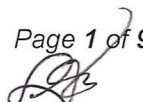
a. Site Preparation and Materials Mobilization work:

- Clearing and leveling the site for construction.
- Sand filling work as required quantity.
- Actual site lay-out work.
- Materials mobilization work.

b. Design and Engineering:



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- Review the final architectural, structural drawings and other necessary drawings, site order books etc provided by UCEP Bangladesh.
- Ensure compliance with local building codes and safety regulations.
- Ensure sustainable and energy-efficient work as per approved designs and drawings.

c. Construction of Building:

- Construction of a three-storied building with specified materials and dimensions.
- Development of classrooms, workshops, labs, administrative offices, conference rooms, and other required spaces as approved drawings.
- Installation and construction of electrical, plumbing, and drainage systems.
- Fire safety measures, including fire exits, alarms, and extinguishers as per approved drawing.
- Provision for elevators and accessibility.

d. Quality Control:

- Ensure adherence to quality standards and benchmarks as per updated BNBC and other codes.
- Conduct regular site inspections RFI, and maintain checklist, site order books etc.

e. Timeline Management:

- Complete the project within the agreed timeline/timeframe.
- Provide regular progress reports to UCEP Bangladesh.

f. Handover and post-construction:

- Final inspection and snag list rectifications.
- Handover of the fully completed building to UCEP Bangladesh.
- One-year defect liability period for maintenance and repair works.



4. PROJECT DETAILS

The Construction Firm will render all construction activities with necessary site mobilization to construct the academic building with confirming all rules and guidelines of Bangladesh National Building Code (BNBC), Public Works Department (PWD) and national and international codes, rules and guidelines.

The construction firm will ensure the following:

- a) Academic building of total area approx. 15,000 sft consisting of 02 stairs, lift core, standard lobby with other facilities. This building also has large workshops, classrooms, labs, meeting room, office rooms etc.
- b) Filling work, if necessary.
- c) Site mobilization including all necessary utility facilities
- d) Surface drainage works, Septic tank, sock well etc.
- e) Ramp and paved road
- f) The campus belongs to playground with proper landscaping and other facilities.

5. PROJECT TIMELINE

5.1 This project is expected to take 24 months to accomplish the entire construction work including necessary ancillary works after receiving the work order. The contractor/construction firm must submit a detail construction work schedule along with his proposal.

5.2 If the Contractor requires an extension of the completion period, they will submit a written request to UCEP Bangladesh stating valid reasons. The decision of the Competent Authority shall be final and binding on the Contractor.

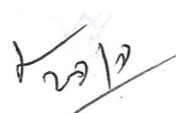
6. GENERAL TERMS/DELIVERABLES

6.1 After awarding the work order, the contractor will start his construction work with necessary site mobilization work. In this case, contractor may be facilitated his labor shed within the premises of construction work.

6.2 Contractor can take scope of existing utility facilities as a source, but he must be carrying the extra bills as of his utilization.

6.3 Contractor must arrange separate sub-meter from the concern authority, generator and other power source to do his all-necessary tasks during his entire work and responsibilities.

6.4 The works to be executed, completed and maintained shall be as specified in the BOQ, the General and Particular Specifications and approved Drawings.



6.5 The Contractor shall execute and complete the Works and remedy for defects therein in conformity in all respects with the provisions of the Contract Agreement or Work Order.

6.6 All materials, equipment, plant, and supplies will be used by the Contractor in the construction work, Contractor needs prior approval from the concern Authority.

6.7 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.

6.8 The Contractor firm shall have experience in Building Construction Project management, quality control and supervisory work.

6.9 The Tenderer 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 entire work.

6.10 The Contractor will engage minimum One Graduate Engineer, One Site Engineer, One Site Supervisor, sufficient skilled & semi-skilled labors for accomplishing his target milestones according to approved construction schedule. They must be ensured execution of each item of work and quality of work as per specification, terms and conditions as mentioned in the work order and contract agreement.

6.11 UCEP Bangladesh's Engineering team will supervise, monitoring the overall works from the inception phase to completion phase of the entire work.

6.12 All the conventional materials test (rebar, brick, stone, sand, cement etc) will be performed by the Contractor's own cost whatsoever it will be mentioned or not in the other documents.

6.13 The Contractor shall not employ children in any manner that is economically exploitative, hazardous, or likely to interfere with their education, or that could harm their health or physical, mental, spiritual, moral, or social development. The Contractor shall comply with national laws regarding the employment of minors. Children under the age of 18 must not be employed in any mode of the work.

7. HIRING PROCESS OF THE CONSTRUCTION FIRM

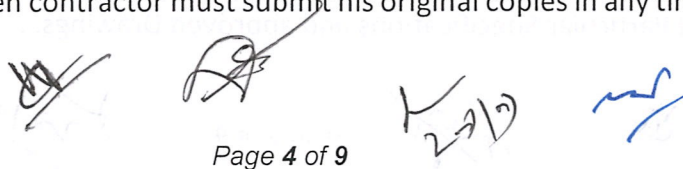
The evaluation criteria of the construction firm will be in the 02 following stages.

a. Technical Evaluation

b. Financial Evaluation

Technical Evaluation Criteria

Technical Evaluation Committee (TEC) of the UCEP Bangladesh shall strictly evaluate all the contractor's submitted documents for technical evaluation or scoring. Contractors must submit photocopies of all required documents. If any stage, UCEP Bangladesh wants to trace any main documents, then contractor must submit his original copies in any time of the whole tendering process.



7.1 Company Profile (2.5x4=10 Points)

- All Legal documents (Updated BIN, Income Tax Return Copy, etc.)
- Completed project list (including project Address, Start, hand over date and duration, value of the project etc)
- Manpower list with details qualifications, and designation
- Equipment list with specifications, purchase date etc.

7.2 Enlistment/Experiences (5X2=10 Points)

- Experiences of any Government and Non- Government Organizations.
- International authorities/bodies

7.3 Completed Similar nature Projects in the Past 5 Years (2X5=10 Points)

- Documents (Work orders, contract, completions certificate) of projects of similar nature academic building completed in the past 5 years.
- Completed project should have a minimum value of 10 crore or above

7.4 Bank Solvency Certificates and Bank Statement (2X5=10 Points)

- Updated Bank Solvency Certificates
- Updated Bank Statement

7.5 Work Experiences and Completion Certificates of any type of Building Construction projects only (5X2=10 Points)

- Work orders/contracts
- Certificates of work completion certificates/documents

Total Technical Score: 10X5=50 Points

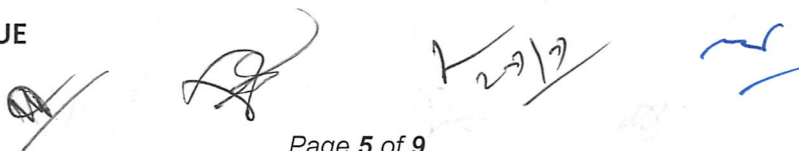
In case of technical evaluation, compliance, adequacy and authenticity of the documentary evidence for meeting the qualification criterion specified in the corresponding section of the Tender document shall have to be preliminarily examined.

Financial Evaluation Criteria

Only the technically qualified construction firm's/contractor's financial proposal will be considered for financial evaluation. Based on the technical evaluation score and financial proposal, the authority will take the final decision.

The separate Technical Offer (Envelope-1) and the Financial Offer (Envelope-2) of the Tenderer's would be carefully examined by the **Financial Evaluation Committee (FEC)** of the Authority. The FEC shall compare all responsive Tenders to determine the lowest evaluation.

8. SITE SAFETY ISSUE



UCEP Bangladesh shall not take any responsibilities regarding site safety issues. Contractor will be responsible for site safety issues during his whole work period. In this regard, Contractor must be followed the BNBC safety, security and compliance guidelines at site and all cost of site safety and security matter will be borne by the contractor. The contractor may set CCTV within their working area with prior permission from UCEP Bangladesh by their own arrangement.

8.1 The Contractor shall provide security to safeguard its personnel and property at the site and offices. The Contractor will conduct appropriate background checks on all personnel working on-site.

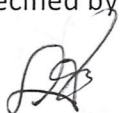
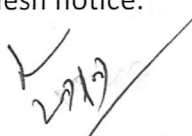
8.2 The Contractor shall not use force in providing security except for preventive and defensive purposes, and only to the extent necessary based on the nature and extent of the threat, in accordance with applicable national law.

9. QUALITY CONTROL

9.1 **Identifying Defects:** UCEP Bangladesh's Engineering team will regular inspect/check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. UCEP Bangladesh Engineering team may also instruct the Contractor to investigate for defects and to uncover and test any work that is suspected to have defects

9.2 **Tests:** UCEP Bangladesh Engineering team instructs the Contractor to perform a test not specified in the Specifications to determine whether any work has a defect, and the test indicates a defect, the Contractor shall bear the costs of the test and any samples.

9.3 **Correction of Defects:** UCEP Bangladesh's Engineering team shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion. 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 UCEP Bangladesh notice.

9.4 **Uncorrected Defects:** If the Contractor fails to correct a defect within the time specified in UCEP Bangladesh notice, UCEP Bangladesh will assess the cost of correcting the defect, and the Contractor shall be responsible for this amount.

10. RECORDS AND MEASUREMENTS

10.1 All items having a financial value shall be entered in UCEP Bangladesh measurement Book so that a complete record is obtained of all works performed under the Contract.

10.2 Work, which fails to be measured in detail, shall be measured physically without reference to any local custom that may obtain excepting where it may otherwise be directed in the BOQ. The measurements shall be taken jointly by any person duly authorized on the part of UCEP Bangladesh and by the Contractor.

10.3 Measurement shall be entered in UCEP Bangladesh Measurement Book and signed and dated by both parties each day at the site on completion of measurement. If the Contractor objects to any of the measurements recorded on the behalf of UCEP Bangladesh, a note to that effect will be made in UCEP Bangladesh Measurement Book or against the item or items objected to, and such note shall be signed and dated by both the parties engaged in taking the measurement.

10.4 If, because of such objection, it becomes necessary to re-measure the work wholly or in part the expense of such re-measurement shall be borne by the contractor.

10.5 If the Contractor's representative fails to attend when required, the Engineer shall have power to proceed by himself to take measurements and in that case these measurements shall be accepted by the Contractor as final.

10.6 Extra items or new items of work will be compensated in accordance with the applicable updated PWD Rate Schedule/Rules.

11. PAYMENT TERMS AND CONDITIONS

11.1 No advance payment of any nature shall be permitted at any stage of the construction works. Running bills may be paid base on the site progress.

11.2 No price escalation of any nature shall be permitted throughout the entire construction period, and the contract price shall remain firm and fixed for the duration of the contract.



11.3 The payments will be made through A/C pay cheque/ BEFN/online Transfer in favor of the Contractor's provided AC.

11.4 As per UCEP Bangladesh procurement policy, the contractor shall submit 2.5% earnest money of the total quoted amount via pay order in favor of UCEP Bangladesh with the tender to demonstrate capability and commitment. The successful tenderer's earnest money will be held as a security deposit until project completion and released thereafter. After completion of the tender work, unsuccessful tenderers' security money will be refunded immediately.

11.5 The Contractor shall be fully responsible for all applicable taxes, custom duties, VAT, and other levies imposed or incurred according to the government of Bangladesh .

11.6 If the Contract is terminated of contractor convenience or because of a fundamental breach of Contract by the contractor, the Project in charge shall issue a certificate for the value of the work done, materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

11.7 Contractor must be submitted his or her running bill after satisfactory completion of works progress at site; by Measurement book (MB), Record measurement and along with all necessary documents as per requirements and instruction of Engineer-in-charge of UCEP Bangladesh.

12. TERMINATION OF CONTRACT AGREEMENT AND WORK ORDER

9.1 The Authority may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

9.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a. If the Contractor stops work for 07 days when no stoppage of work is shown on the prior work Program and the stoppage has not been authorized by the Authority.
- b. The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- c. The Authority 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 determined by UCEP Bangladesh.


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- d. The Authority gives two consecutive notices to update the Program and accelerate the works to ensure compliance [The Works to be Completed by the Intended Completion Date] and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period determined by the Authority.
- e. The Contractor does not maintain a safety and security, which is required. If the Authority, in the judgment of the contractor has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

Notwithstanding the above, the Authority may terminate the Contract for convenience of the work.

9.3 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the site within 07 days after the date of notice.

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29/9/2026
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