

Issued to

Price- BDT. 20,000.00 or 240.00 USD

BANGLADESH WATER DEVELOPMENT BOARD



Tender Document For Procurement of Works (International) [One Stage Two Envelope Tendering Method] For Lot No. DWKF/Sirajganj-ICT-02.

Name of Project: Dredging/Re-Excavation of Bangali-Karatoa-Fuljor-Hurasagar River System with Bank Protection.

Name of Work: Dredging of Karotoa-Fuljor river from km-123.00 to km 190.00 = total 67.00 km in connection with the project "Dredging/Re-excavation of Bangali-Karotoa-Fuljor-Hurasagar River System with Bank Protection" in district-Sirajganj under Sirajganj O&M Division, BWDB, Sirajganj during the financial year 2019-2020 to 2021-2022

Volume 1 of 2.

(ITT, TDS, GCC, PCC, Tender and Contract Forms, General Specification, Particular Conditions, APPENDIX- A,B,C)

Invitation for Tender No: T-7/246 dt. 28-01-2020

Issued to:

Issued on:

Tender Package No: DWKFH/Sirajganj-ICT

Tender Lot No: DWKF/Sirajganj-ICT-02.



বাংলাদেশ পানি উন্নয়ন বোর্ড

নিবাহী প্রকৌশলীর দপ্তর

সিরাজগঞ্জ পওর বিভাগ,

বাপাউবো, সিরাজগঞ্জ।

ফোন অফিস-০৭৫১-৬২২৬৮,

বাসা-০৭৫১-৬২৩৬৮



Office of the Executive Engineer

Sirajganj O & M Division, BWDB, Sirajganj.

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Memo No. T-7/247

Dated: 28-01-2020

Invitation for International Tender

No: 01/2019-2020

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH		
1	Ministry/Division	Ministry of Water Resources
2	Agency	Bangladesh Water Development Board
3	Procuring Entity Name	Executive Engineer, Sirajganj O&M Division, BWDB, Sirajganj.
4	Procuring Entity Code	Not used at present
5	Procuring Entity District	Sirajganj
6	Invitation for	Works
7	Invitation Ref No	T-7/246
8	Date	28/01/2020
KEY INFORMATION		
9	Procurement Method	ICT Open Tendering Method (One Stage Two Envelope Tendering Method)
FUNDING INFORMATION		
10	Budget and Source of Funds	Development Budget, Government of Bangladesh
11	Development Partners (if applicable)	None
PARTICULAR INFORMATION		
12	Project / Programme Code (if applicable)	224255500
13	Project / Programme Name (if applicable)	Dredging/Re-excavation of Bangali-Karotoa-Fuljor-Hurasagar River System with Bank Protection
14	Proposed Tender Package No.	Package No.: DWKFFH/Sirajganj-ICT
15	Proposed Tender Package Name	Dredging of Karotoa-Fuljor river from km-123.00 to km 217.00 = total 94.00 km in connection with the project "Dredging/Re-excavation of Bangali-Karotoa-Fuljor-Hurasagar River System with Bank Protection" in district- Sirajganj under Sirajganj O&M Division, BWDB, Sirajganj during the financial year 2019-2020 to 2021-2022
16	IFT Publication Date	28-01-2020
17	Tender Document Last Selling Date	18-03-2020 up to 1600 hrs
		Date Time
18	Tender Submission Closing Date and Time	19-03-2020 1300 hours
19	Tender Opening Date and Time	19-03-2020 1400 hours
20	Name & Address of the office(s)	Address
	- Selling Tender Document	Manager, Janata Bank Ltd. Dilkhusha Corporate Branch Address: 29, Dilkhusha Commercial Area, Dhaka-1000 Telephone No.: 88-02-9554136, 7171726, 9951648 PABX-88-02-9560058-59 Fax No.: 88-02-9551783 e-mail address: jlb0039@janatabank-bd.com. Others: Cable - CORPJANATADHAKA, SWIFT- JANBDDHADCB



[Handwritten signature]

- Downloading Tender Document	Use of tender document posted in the website is permitted for preparation of tenders with the following procedures: The web address is: www.bwdb.gov.bd The tenderers using tender document down loaded from the website shall have to furnish the cost of tender document amounting BDT 20,000.00 (Twenty Thousand) or 240.00 (Two Hundred Forty) USD in the form of bank draft from an internationally accepted bank favouring Accounts Officer, Regional Accounting Centre, BWDB, Bogura during submission of tender. The tenderers having down loaded the tender document from website, if interested to participate in the tender process, shall have to inform the procuring entity their details postal & mailing address for future correspondence. Such tenderers are also advised to visit regularly the respective website for amendment(s) if any, relating to the tender. Any tender submitted without fulfilling the above procedures will be rejected.		
NO CONDITIONS APPLY FOR SALE, PURCHASE OF TENDER DOCUMENT			
- Receiving Tender Document	a) Office of the Additional Director General (West region), WAPDA Building (2 nd Floor), Motijheel C/A, Dhaka-1000.		
- Opening Tender Document	a) Office of the Additional Director General (West region), WAPDA Building (2 nd Floor), Motijheel C/A, Dhaka-1000.		
Place / Date / Time of	Place	Date	Time
21 Pre-Tender Meeting (Optional)	BWDB's Conference Room, WAPDA BHABAN (3 rd floor), Motijheel C/A, Dhaka.	23-02-2020	1230 hrs
INFORMATION FOR TENDERER			
22 Eligibility of Tenderer	The invitation of tender for this particular procurement proceeding is only for the tenderers of any country of the world who have experience in execution of works under government organizations of any country except Israel.		
23 Brief Description of Works	The work consists of dredging of 94.00 km of Karatoa-Fuljor-Hurasagor river in two separate lots in Sirajganj district. It also includes transportation and safe disposal of the dredged earth up to a distance of 1500 metre and above at the specified areas as shown in the related drawings or as directed by the Engineer in charge in conformation to the specifications. The dredged earth to be disposed in a specific manner on both bank of Karatoa-Fuljor-Hurasagor river on leased private land (payment for land leasing for dredged earth disposal has been included as separate item in the BOQ)/govt. own land as per direction of Engineer in charge and to be protected it from being washed out/eroded away by river current/rain water flow or by any other means with earthen dyke, polysheet, outlet piping etc as per drawing and direction of Engineer in charge. Dredging work has to be done by operating cutter suction dredger of diameter 18", use of booster pump for safe disposal of dredged earth where necessary. Treatment of foundations of existing bridges by manufacturing and supplying C.C. blocks in leanest mix. 1:2.5:5, with cement, sand (FM>=1.5) and Stone Chips (40mm downgraded), to attain a minimum 28 days cylinder strength of 12 N/mm ² including dumping of CC blocks, erection and maintenance of site office and removal of the same after completion of work.		
24 Brief Description of Physical Services	N/A		
25 Price of Tender Document	BDT 20,000.00 (Twenty Thousand) or 240.00 (Two Hundred Forty) USD		



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	Lot No	Identification of Lot	Location	Tender Security Amount	Completion Time in Months
26	DWKF/ Sirajganj -ICT-02.	Dredging of Karotoa-Fuljor river from km-123.00 to km 190.00 = total 67.00 km in connection with the project "Dredging/Re-excavation of Bangali-Karotoa-Fuljor-Hurasagar River System with Bank Protection" in district-Sirajganj under Sirajganj O&M Division, BWDB, Sirajganj during the financial year 2019-2020 to 2021-2022	Upazilla: Raiganj, Kamarkhand & Ullapara of Sirajganj district.	BDT. 110.00 (One Hundred Ten) Million or 1.32 Million USD.	18 (Eighteen)
	DWKH/ Sirajganj -ICT-03.	Dredging of Karotoa-Hurasagar river from km-190.00 to km 217.00 = total 27.00 km in connection with the project "Dredging/Re-excavation of Bangali-Karotoa-Fuljor-Hurasagar River System with Bank Protection" in district-Sirajganj under Sirajganj O&M Division, BWDB, Sirajganj during the financial year 2019-2020 to 2021-2022	Upazilla: Ullapara, Shahjadpur & of Sirajganj district.	BDT. 100.00 (One Hundred) Million or 1.20 Million USD.	18 (Eighteen)

EMPLOYER DETAILS

30	Name of Official Inviting Tender	Md. Shofekul Islam						
31	Designation of Official Inviting Tender	Executive Engineer						
32	Address of Official Inviting Tender	Address: Sirajganj O&M Division BWDB, Sirajganj.						
33	Contact details of Official Inviting Tender	<table> <tr> <td>< Tel. No. ></td><td>< Fax No. ></td><td>< e-mail: ></td></tr> <tr> <td>88-0751-62268</td><td>88-0751-62268</td><td>xensirajbwdb@gmail.com</td></tr> </table>	< Tel. No. >	< Fax No. >	< e-mail: >	88-0751-62268	88-0751-62268	xensirajbwdb@gmail.com
< Tel. No. >	< Fax No. >	< e-mail: >						
88-0751-62268	88-0751-62268	xensirajbwdb@gmail.com						
34	The Procuring Entity reserves the right to accept or reject all the tenders or any of the tenders without assigning any reason.							

Sd/-
(Md. Shofekul Islam)
Executive Engineer
Sirajganj O & M Division,
BWDB, Sirajganj
E-mail: xensirajbwdb@gmail.com

Date: 28-01-2020

Memo No. T-7/247/1(15)

Copy forward for kind information/information & wide circulation to:-

1. The Chief Engineer, North-Western Zone, BWDB, Rajshahi.
2. The Superintending Engineer, Bogura O&M Circle, BWDB, Bogura.
3. The Director, Contract & Procurement Cell, WAPAD Bhabon, (8th. floor) Motijheel C/A, Dhaka.
4. The Director, Publicity, BWDB, WAPAD Bhayon, Motijheel C/A, Dhaka. You are kindly requested to publish this IFT in one well-circulated Bengali and English newspaper.
5. The Director, O&M, BWDB, WAPAD Bhayon, (7th. floor) Motijheel C/A, Dhaka
6. The Deputy Commissioner, Sirajganj District.
7. The CSO to DG, WAPDA Building (2nd floor), Motijheel C/A, Dhaka.
8. The PS to State Minister, Ministry of Water Resource, Dhaka, Bangladesh.
9. The PS to Deputy Minister, Ministry of Water Resource, Dhaka, Bangladesh.
10. System analyst, Computer section, Office of the Chief Monitoring, BWDB, WAPDA Building, Motijheel, C/A, Dhaka.
11. The Staff Officer to Secretary, Ministry of Water Resource, Dhaka, Bangladesh.
12. The Deputy Director, Regional Accounting Center (RAC), BWDB, Bogura.
13. The Sub-Divisional Engineer, Sirajganj/Belkuchi/Ullapara O&M Sub-Division, BWDB, Sirajganj.
14. The Asstt. Engineer/Estimator/Accountant/Head clerk.
15. Notice Board.

Executive Engineer
E-mail: xensirajbwdb@gmail.com



24/01/2020
27/1/2020

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Section 1. Instructions to Tenderers

A. General

1. Scope of Tender	1.1	The Employer, as indicated in the Tender Data Sheet (TDS) issues this Tender Document for the procurement of Works and related goods & services incidental thereto as specified in the TDS and as detailed in Section 6: Bill of Quantities . 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: <ul style="list-style-type: none"> (a) the term “in writing” means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail; (b) if the context so requires, singular means plural and vice versa; (c) “day” means calendar days unless otherwise specified as working days; (d) “Person” means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society that wishes to participate in Procurement proceedings; (e) “Tender Document” means the Document provided by a Employer to a Tenderer as a basis for preparation of the Tender; and (f) “Tender” depending on the context, means a Tender submitted by a Tenderer for execution of Works and Physical Services to the Employer in response to an Invitation for Tender.
3. Source of Funds	3.1	The Employer has been allocated ‘ public funds ’ as indicated in the TDS and intends to apply a portion of the funds to eligible payments under the Contract for which this Tender Document is issued.
	3.2	For the purpose of this provision, “ public funds ” means any funds allocated to the Employer under Government budget, or loan, grants and credits placed at the disposal of the Employer through the Government by the Development Partners or foreign states or organisations.
	3.3	Payments by the Development Partner, if so indicated in the TDS , will be made only at the request of the Government and upon approval by the Development Partner or foreign state or organisation in accordance with the applicable Loan / Credit / Grant Agreement, and will be subject in all respects to the terms



	and conditions of that Agreement.
4. Corrupt, Fraudulent, Collusive or Coercive Practices	4.1 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.
	4.2 For the purposes of ITT Sub Clause 4.3, the terms set forth below as follows: <ul style="list-style-type: none"> (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; (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.
	4.3 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 as stated in the ITT Sub Clause 3.3. In case of obstructive practice, this will be dealt in accordance with Development Partners Guidelines.



	<p>4.4 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:</p> <ul style="list-style-type: none"> (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; (c) 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; (d) 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 (e) 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 appropriate action satisfactory to the Development Partner to remedy the situation. <p>4.5 Tenderer shall be aware of the provisions on corruption, fraudulence, collusion, coercion (and obstruction, in case of Development Partner) of the Public Procurement Act, 2006, the Public Procurement Rules, 2008 and others as stated in GCC Clause 38.</p> <p>4.6 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.</p>
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<p>5. Eligible Tenderers</p>	<p>5.1 This Invitation for Tenders is open to all potential Tenderers from all countries, except for any specified in the TDS. A tenderer will be eligible if it is a citizen, or is constituted, registered and operates in conformity with the provisions of the laws of that country.</p> <p>5.2 Tenderers may be a physical or juridical individual or body of individuals, or company, association or any combination of them in the form of a Joint Venture (JV) invited to take part in public procurement or seeking to be so invited or submitting a Tender in response to an Invitation for Tenders.</p> <p>5.3 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.</p> <p>5.4 Tenderer shall have the legal capacity to enter into the Contract under the Applicable Law.</p> <p>5.5 Tenderers 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 Sub Clause 4.4 (or obstructive practice, in case of Development Partner) in relation to the Development Partner's Guidelines in projects financed by Development Partner.</p> <p>5.6 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.</p> <p>5.7 Tenderers shall have fulfilled its obligations to pay taxes and social security contributions under the provisions of laws and regulations of the country of its origin.</p> <p>5.8 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer will reasonably request.</p> <p>5.9 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a consultant or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the works to be performed under this Invitation for Tenders.</p> <p>5.10 Tenderers are not restrained or barred from participating in Public Procurement on grounds of poor performance in the past under any Contract.</p> <p>5.11 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity will reasonably request.</p>
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	5.12	These above requirements for eligibility will extend, as applicable, to each JV partner and Subcontractor proposed by the Tenderers.
6. Eligible Materials, Equipment and Associated Services	6.1	All materials, equipment and associated services to be supplied under the Contract are from eligible sources, unless their origin is from a country specified in the TDS.
	6.2	For the purposes of this Clause, “ origin ” means the place where the Materials and Equipments are mined, grown, cultivated, produced or manufactured or processed, or through manufacturing, processing, or assembly, another commercially recognized new product results that differs substantially in its basic characteristics from its components or the place from which the associated services are supplied.
	6.3	The origin of materials and equipment and associated services is distinct from the nationality of the Tenderer.
7. Site Visit	7.1	Tenderers are advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works.
	7.2	Tenderers and any of its personnel or agents will be granted permission by the Employer to enter into its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
	7.3	The costs of visiting the Site shall be at the Tenderer's own expense.
B. Tender Document		
8.Tender Document: General	8.1	The Sections comprising the Tender Document are listed below, and should be read in conjunction with any Addendum issued under ITT Clause 11. <ul style="list-style-type: none"> • 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 and Contract Forms • Section 6 Bill of Quantities (BOQ) • Section 7 General Specifications • Section 8 Particular Specifications • Section 9 Drawings
	8.2	The Employer will not take into consideration any Tender if the Tender Document was not directly purchased from or issued by, the Employer, or through its agent(s) as stated in the TDS.
	8.3	Tenderers are expected to examine all instructions, forms,



	terms, and specifications in the Tender Document as well as in Addendum to Tender, if any.
9. Clarification of Tender Document	9.1 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 .
	9.2 The Employer is not obliged to answer any clarification request received after that date as stated under ITT Sub Clause 9.1.
	9.3 The Employer shall respond in writing within five (5) working days of receipt of any such request for clarification received under ITT Sub Clause 9.1.
	9.4 The Employer shall forward copies of its response to all those who have purchased or have been issued with the Tender Document, including a description of the enquiry but without identifying its source.
	9.5 Should the Employer deem it necessary to revise the Tender Document as a result of a clarification, it will do so following the procedure under ITT Clause 11 and ITT Sub Clause 38.2.
10. Pre-Tender Meeting	10.1 To clarify issues and to answer questions on any matter arising in the Tender Document, the Procuring Entity may, if stated in the TDS , hold a pre-Tender Meeting at the place, date and time as specified in the TDS . All potential Tenderers are encouraged and invited to attend the meeting, if it is held.
	10.2 Tenderers are requested to submit any questions in writing so as to reach the Procuring Entity not later than one day prior to the date of the meeting.
	10.3 Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted within seven (7) days of holding the meeting to all those who purchased or obtained the Tender Document and, to even those who did not attend the meeting. Any revision to the Tender Document listed in ITT Sub-Clause 8.1 that may become necessary as a result of the pre-Tender meeting will be made by the Employer exclusively through the issue of an Addendum pursuant to ITT Sub Clause 11 and not through the minutes of the Pre-Tender meeting.
	10.4 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.
11. Addendum to Tender Document	11.1 At any time prior to the deadline for submission of Tenders, the Employer, on its own initiative or in response to an inquiry in writing from a Tenderer, having purchased the Tender Document, or as a result of a Pre-Tender meeting may revise the Tender Document by issuing an Addendum.
	11.2 The Addendum issued under ITT Sub Clause 11.1 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 or been issued with the Tender Documents within five (5) working days of issuance of



	such Addendum, to enable Tenderers to take appropriate action.
	11.3 Tenderers shall acknowledge receipt of an Addendum within three (3) working days.
	11.4 The Employer shall also ensure posting of the relevant Addenda with the reference number and date on their websites including notice boards, where the Employer had originally posted the IFTs including the dgmarket or UNDB in case the requirement of donor conditionality.
	11.5 Tenderers who have purchased or been issued with the Tender Documents and, have not received any Addenda issued under ITT Sub Clause 11.1 shall inform the Employer of the fact by fax, mail or e-mail, before two-third of the time allowed for the submission of Tender has elapsed.
	11.6 If an Addendum is issued when time remaining is less than one-third of the time allowed for the preparation of Tenders, an Employer 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. The minimum time for such extension shall not be less than three (3) days.
C. Qualification Criteria	
12. General Criteria	<p>12.1 Tender 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.</p> <p>12.2 In addition to meeting the eligibility criteria, as stated in ITT Clause 5, Tenderers must satisfy the other criteria stated in ITT Clauses 13 to 18 inclusive.</p> <p>12.3 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 general experience as stated under ITT Sub Clause 14.1(a) and specific experience, unless otherwise of different nature, as stated under ITT Sub Clause 15.1(b) shall not be separately applicable for each individual lot.</p>
13. Litigation History.	13.1 Non-performance of a contract shall not occur within the last years as specified in the TDS , prior to the deadline for Tender submission based on all information on fully settled disputes or litigation.



	<p>13.2 For the purpose, a fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract and where all appeal instances have been exhausted.</p> <p>13.3 All pending litigation shall in total not represent more than the percentage, as specified in the TDS, of the Tenderer's net worth and shall be treated as resolved against the Applicant.</p>
14. Experience Criteria	<p>14.1 Tenderers shall have the following minimum level of construction experience to qualify for the performance of the Works under the Contract:</p> <p>(a) a minimum number of years of general experience in the construction of works as Prime Contractor or Subcontractor or Management Contractor as specified in the TDS; and</p> <p>(b) Specific experience as a Prime Contractor or Subcontractor or Management Contractor 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.</p>
15. Financial Criteria	<p>15.1 Tenderers shall have the following minimum level of financial capacity to qualify for the performance of the Works under the Contract.</p> <p>(a) the average annual construction turnover as specified in the TDS during the period specified in the TDS;</p> <p>(b) availability of minimum liquid assets i.e working capital or credit facilities from any scheduled Bank of Bangladesh, net of other contractual commitments, of the amount as specified in the TDS;</p> <p>(c) Satisfactory resolution of all claims under litigation cases and shall not have serious negative impact on the financial capacity of the Tenderers. All pending litigation shall be treated as resolved against the Tenderers; and</p> <p>(d) The Minimum Tender Capacity as specified in the TDS.</p>
16. Personnel Capacity	<p>16.1 Tenderers shall have the following minimum level of personnel capacity to qualify for the performance of the Works under the Contract consisting of a Construction Project Manager, Engineers, and other key staff with qualifications and experience as specified in the TDS.</p>
17. Equipment Capacity	<p>17.1 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.</p>
18. Joint Venture, Consortium or Association (JVCA)	<p>18.1 Tenderers may participate in the procurement proceedings forming a Joint Venture(JV) by an agreement, 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</p>



	supported by a Letter of Intent along with the proposed agreement duly signed by all legally authorised 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.
	18.2 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; however, for a JV under ITT Sub Clause 18.1, with number of partners as specified in the TDS to qualify, 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.
	18.3 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.
	18.4 JV shall nominate the Leading Partner as RPRESENTATIVE 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.
	18.5 Alteration of partners to the composition or constitution at a date later than the signing of the Contract during execution shall be allowed by the Employer only when any of such partners is found to be incompetent or has serious difficulties e.g. bankruptcy which may impact the overall implementation of the proposed Works, where the incoming partner shall require to have qualifications higher than that of the outgoing partner.
	18.6 Each partner of the JV shall complete the JV Partner Information (Form PW7-3) for submission with the Tender.
19. Subcontractor (s)	19.1 Tenderers may intend to subcontract an activity or part of the Works to a Specialist Subcontractor, in which case such elements and the proposed Subcontractor shall be clearly identified and its qualifications supported by documents.
	19.2 A Specialist Subcontractor may participate in more than one Tender, but only in that capacity.
	19.3 The Employer may require Tenderers to provide more information about their subcontracting arrangements. If any Specialist Subcontractor is found ineligible or unsuitable to carry out the subcontracted tasks, the Employer may request the Tenderer to propose an acceptable substitute.
	19.4 The Employer may also select in advance Nominated Subcontractor(s) to execute certain specific components of the Works and if so, those will be specified in the TDS .
	19.5 The successful Tenderer shall under no circumstances assign the Works or any part of it to the Subcontractor(s) unless so mentioned in the submitted tender documents and subsequently



	incorporated in the contract clauses accordingly.
	19.6 Each Specialist Subcontractor shall complete the Specialist Subcontractor Information (Form PW7A-4) for submission with the Tender.
D. Tender Preparation	
20. Only One Tender	20.1 Tenderers shall submit only one (1) Tender for each lot, either individually or as a JV. The Tenderer who submits or participates in more than one (1) Tender in one (1) lot will cause all the Tenders of that particular Tenderer to be considered non-responsive.
21. Cost of Tendering	21.1 Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
22. Issuance and Sale of Tender Document	22.1 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. There shall not be any pre-conditions whatsoever, for sale of Tender Documents and the sale of such Document shall be permitted up to the day prior to the day of deadline for the submission of Tender.
	22.1 Full contact details, with mailing address, telephone and facsimile numbers and electronic mail address, as applicable, of those to whom the Tender Documents have been issued shall be recorded with a reference number by the Employer or its agents.
	22.2 There shall not be any pre-conditions whatsoever, for sale or issuance of Tender Documents and, the sale or issuance of such Document shall be permitted up to the day prior to the day of deadline for the submission of Tender.
	22.3 Tender Document posted in the designated website may also be used by the Tenderer for submission of Tenders, if so permitted by the Employer and specified in the TDS .
23. Language of Tender	23.1 The Tender shall be written in the English language. Correspondences and documents relating to the Tender may be written in English. Supporting documents and printed literature furnished by the Tenderer that are part of the Tender may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English by an authorised translation agency/individual, in which case, for purposes of interpretation of the Tender, such translation shall govern.
	23.2 Tenderers shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
24. Contents of Tender	24.1 The Tender prepared by the Tenderers shall comprise Two Envelope submitted simultaneously, one called the Technical Offer (Envelope -01) containing the documents listed in ITT 24.2 and other called the Financial Offer (Envelope -02)



	containing the documents listed in 24.3, both envelopes enclosed together in an outer Single envelope.
24.2	<p>The Technical Offer (Envelope-01) prepared by the Tenderers will comprise the following:</p> <ul style="list-style-type: none"> (a) the Technical Offer Submission Letter (Form PW7A-1a) as stated under ITT Sub Clause 25.1 and Appendix to Tender; (b) the Tenderer Information as stated under ITT Clauses 5, 29 and 32 (Form PW7A-2); (c) Tender Security, as stated under ITT Clauses 35, 36 and 37. (d) alternatives, if permissible, as stated under ITT Clause 26; (e) written confirmation authorizing the signatory of the Tender to commit the Tenderer, as stated under ITT Sub Clause 40.4; (f) documentary evidence, establishing the origin of all Materials, Equipment and services to be supplied under the Contract, as stated under ITT Clause 30; (g) documentary evidence as stated under ITT Clause 29 and 32 establishing the Tenderer's eligibility and the minimum qualifications of the Tenderers required to be met for due performance of the Works and physical services under the Contract; (h) documentary evidence, establishing the Tenderer's continued eligible and qualified status, as stated under ITT Sub Clause 5 and 12; (i) Technical Proposal describing work plan & method, personnel, equipment and schedules, as stated under ITT Clause 31; Technical document must comply with specification and drawing provided by PE in the Tender document. and (j) any other document as specified in the TDS.
24.3	<p>The Financial Offer (Envelope-02) prepared by the Tenderers will comprise the following:</p> <ul style="list-style-type: none"> (a) the Financial Offer Submission Letter (Form PW7A-1b), as stated under ITT Sub Clause 25.2; (b) the priced BOQ for each lot in accordance with ITT Clauses 27 and 28; (c) the written confirmation authorizing the signatory of the Tender to commit the Tenderer, as stated under ITT Sub Clause 40.4; (d) Any other document as specified in the TDS.
24.4	<p>In addition to the requirements stated under ITT Sub Clause 19.1, Tenders submitted by a JV or proposing a Specialised Subcontractor shall include updates, if any, on :</p> <ul style="list-style-type: none"> (a) Joint Venture Agreement legally entered into in the Tenderer's Leading Partner's country of origin, by all partners, as stated under ITT Sub Clause 18; or (b) Letter of Intent along with the proposed agreement duly signed by all partners of the intended JV and authenticated by an authority of the Tenderer's Leading Partner's country of origin with the declaration that it will execute the Joint Venture Agreement in the event the Tenderer is successful, as stated under ITT Sub Clause 18.1;



	<p>(c) the JV Partner Information (Form PW7A-3), as stated under ITT Sub Clause 18.2;</p> <p>(d) the Specialist Subcontractor Information (Form PW7A-4), as stated under ITT Sub Clause 19.3</p>
25. Tender Submission Letter and Bill of Quantities	<p>25.1 Tenderers shall submit the Technical Offer Submission Letter (Form PW7A-1a), which shall be completed without any alterations to its format, filling in all blank spaces with the information requested, failing which the Tender may be considered non-responsive as being incomplete.</p>
	<p>25.2 Tenderers shall submit the Financial Offer submission letter (Form PW7A-1b) along with priced BOQ using the form(s) furnished in Section 6: Bill of Quantities.</p>
	<p>25.3 If in preparing its Tender, the Tenderer has made errors in the unit rate or price 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 representative of the Tenderer and that a statement shall be made as to the total number of initialled corrections made, at the end of the priced Bill of Quantities in Section 6.</p>
26. Alternatives	<p>26.1 Unless otherwise stated in the TDS, alternatives shall not be considered.</p>
	<p>26.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the TDS, as will the method of evaluating different times for completion.</p>
	<p>26.3 Except as provided under ITT Sub Clause 26.4, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price the Employer's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, designs, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details.</p>
	<p>26.4 When specified in the TDS, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the TDS.</p>
	<p>26.5 Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements will be considered by the Employer.</p>
27. Tender Prices, Discounts and Price Adjustment	<p>27.1 The prices and discounts quoted by the Tenderers in the Financial Offer Submission Letter (Form PW7A-1b).</p>
	<p>27.2 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 excluding any discount offered.</p>
	<p>27.3 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 Employer 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.</p>



	27.4	The Employer may, if necessary, require the Tenderer to submit the detail breakdown of the unit rates or prices quoted by the Tenderer for the facilitation of the Tender proceedings.
	27.5	The Tender price shall be calculated on the basis defined in the ITT which is the unit rates or prices applied to Works proposed in the priced BOQ of this Tender Document.
	27.6	The price to be quoted in the Financial Offer Submission Letter (Form PW7A-1b), as stated under ITT Sub Clause 25.2, shall be the total price of the Tender, excluding any discounts offered .
	27.7	Tenderers shall quote any unconditional discounts in the Financial Offer Submission Letter as stated under ITT Sub Clause 25.2.
	27.8	Tenderers wishing to offer any unconditional discount to any package or lot as applicable shall mention discount in percentage (%) in the Financial Offer Submission Letter (Form PW7A-1b) . Discount shall be equally applicable on all the items of BOQ and shall be applied after arithmetic correction of the tender.
	27.9	All kinds of applicable taxes ,customs duties, fees, levies, VAT and other charges payable by the Contractor under the Contract, or for any other causes, as of the date twenty-eight (28) days prior to the deadline for submission of Tenders, shall be included in the unit rates and prices and the total Tender price submitted by the Tenderer.
	27.10	Unless otherwise provided in the TDS and the PCC , the price of a Contract shall be fixed in which case the unit rates or prices may not be modified in response to changes in economic or commercial conditions.
	27.11	If so indicated under ITT Sub Clause 27.11, Tenders are being invited with a provision for price adjustments. The unit rates or prices quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of GCC Clause 74 and, in such case the Employer shall provide the indexes and weightings or coefficients in Appendix to the Tender for the price adjustment formulae specified in the PCC .
	27.12	The Employer may require the Tenderer to justify its proposed indexes, if any of those as stated under ITT Sub Clause 27.12 are instructed to be quoted by the Tenderer in Appendix to the Tender .
	27.13	The formulas, indexes, coefficients and procedures to be followed as referred to in the PCC shall be used to determine whether economic or commercial conditions have changed during performance of the Contract to significant degree to justify a price adjustment and to identify the amount of increase and the frequency with which price adjustments shall be implemented.
	27.14	The price adjustment stated under ITT Sub Clause 27.12 shall be dealt with in accordance with the provisions set out in this Tender Document.
28. Tender Currency and Payments	28.1	The currency of the Tender shall be either in USD or GBP or EUR or JPY and/or Bangladesh Taka as specified in the TDS .
	28.2	The currency of Tender for the portion of local inputs shall be expressed in Bangladesh Taka.



	28.3 The national Tenderers including Joint Venture of national partners shall be able to express their Tenders in combination of local and foreign currency (ies) similar to foreign Tenderer; whereby a price breakdown be provided in support of demand for foreign currency.
	28.4 The currency of payments, as stated under ITT Sub Clauses 28.1 and 28.2 shall be as specified in the TDS .
29. Documents Establishing Eligibility of the Tenderer	<p>29.1 Tenderers, if applying as a sole Tenderer, shall submit documentary evidence to establish its eligibility as stated under ITT Clause 5 and, in particular, it shall:</p> <ul style="list-style-type: none"> (a) complete the eligibility declarations in the Technical Offer Submission Letter (Form PW7A-1a); (b) complete the Tenderer Information (Form PW7A-2); (c) Complete Subcontractor Information (Form PW3A-4), if it intends to engage any Subcontractor(s). <p>29.2 Tenderers, if applying as a partner of an existing or intended JV shall submit documentary evidence to establish its eligibility as stated under ITT Clause 5 and, in particular, in addition to as stated under ITT Sub Clause 30.1, it shall:</p> <ul style="list-style-type: none"> (a) provide for each JV partner, completed JV Partner Information (Form PW7A-3); (b) provide the JV agreement or Letter of Intent along with the proposed agreement of the intended JV as stated under ITT Sub Clause 18.1
30. Documents Establishing the Eligibility and Conformity of Materials, Equipment and Services	<p>30.1 Tenderers shall submit documentary evidence to establish the origin of all Materials, Equipment and services to be supplied under the Contract as stated under ITT Clause 6.</p> <p>30.2 To establish the conformity of the Materials, Equipment and services to be supplied under the Contract, the Tenderer shall furnish, as part of its Tender, the documentary evidence (which may be in the form of literature, specifications and brochures, drawings or data) that these conform to the technical specifications and standards specified in Section 7, General Specifications and Section 8, Particular Specifications.</p>
31. Documents Establishing Technical Proposal	31.1 Tenderers shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in TDS , in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work requirements and the completion time.
32. Documents Establishing the Tenderer's Qualification	<p>32.1 Tenderers shall complete and submit the Tenderer Information (Form PW7A-2/PW7A-3) and shall include documentary evidence, as applicable to satisfy the following:</p> <ul style="list-style-type: none"> (a) general experience, of the entity(s) participating in the Tender, in construction works as stated under ITT Sub Clause 14.1(a), substantiated by the year of registration/constitution/licensing in its country of origin;



	<ul style="list-style-type: none"> (b) specific experience, of the entity(s) participating in the Tender, in construction works under public sector of similar nature and size as stated under ITT Sub Clause 14.1(b), substantiated by Completion Certificate (s) issued by the relevant Procuring Entity(s); (c) average annual construction turnover i.e. total certified payments received for contracts in progress or completed under public sector for a period as stated under ITT Sub Clause 15.1(a), 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; (d) Adequacy of minimum liquid assets i.e. working capital substantiated by Audit Reports mentioned in (i) below or credit line(s) substantiated by any scheduled Bank of Bangladesh in the format as specified (Form PW3A-7), without alteration, issued not earlier than twenty-eight (28) days prior to the day of the original deadline for submission of Tenders for this Contract as stated under ITT Sub Clause 15.1(b); (e) information regarding claims under litigation, current or during the last years as specified in the TDS, in which the Tenderer is involved, the parties concerned, and value of claim as stated under ITT Sub Clause 15.1(c), substantiated by statement(s) of the entity(s) participating in the Tender in its letter-head pad; (f) technical and administrative personnel along with their qualification and experience proposed for the Contract as stated under ITT Clause 16; (g) major items of construction equipment proposed to carry out the Contract as stated under ITT Clause 17, substantiated by statement(s) of the entity(s) participating in the Tender in its letter-head pad declaring source of its availability; (h) authority(s), to seek references from the Tenderer's Bankers or any other sources, of the entity(s) participating in the Tender in its letter-head pad; (i) Reports on the financial standing of the Tenderer, such as profit and loss statements and audited balance sheet for the past years as specified in the TDS, of the entity(s) participating in the Tender, substantiated by Audit Reports.
33. Validity Period of Tender	33.1 Tender Validities shall be determined on the basis of the complexity of the Tender and the time needed for its examination, evaluation, approval of the Tender and issuance of the Notification of Award.
	33.2 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission deadline prescribed by the Employer, as stated under ITT Sub Clause 42.1. A Tender valid for a period shorter than that specified will be considered non-responsive by the Employer.
34. Extension of Tender Validity and	34.1 In justified exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may solicit not later than ten (10) days before the expiry date of the Tender Validity,



Tender Security	compulsorily all the Tenderers' consent to an extension of the period of validity of their Tenders.
	34.2 The request for extension of Tender Validity period shall state the new date of the validity of the Tender.
	34.3 The request from the Employer and the responses from the Tenderers will be made in writing.
	34.4 Tenderers consenting in writing to the request made by the Employer under ITT Sub Clause 34.3 shall also correspondingly extend the validity of its Tender Security for twenty eight (28) days beyond the new date for the expiry of the Tender Validity.
	34.5 Tenderers consenting in writing to the request as stated under ITT Sub Clause 34.3 shall not be required or permitted to modify its Tender in any circumstances.
	34.6 If the Tenderers are not consenting in writing to the request made by the Employer as stated under ITT Sub Clause 34.2, its Tender shall not be considered in the subsequent evaluation.
35. Tender Security	35.1 Tenderers shall furnish as part of its Technical offer , in favour of the Employer or as otherwise directed on account of the Tenderer, a Tender Security in original form and, in currency of the Tender, as stated under ITT Sub Clause 28.1, of the amount as specified in the TDS .
	35.2 If the Tender is a Joint Venture, the Tenderer shall furnish as part of its Tender, in favour of the Procuring Entity or as otherwise directed on account of the title of the existing or intended JV or any of the partners of that JV or in the names of all future partners as named in the Letter of Intent of the JV, a Tender Security in original form and in the amount as stated under ITT Sub Clause 35.1.
	35.3 In case of substitution of the Tender as stated under ITT Clause 46 a new Tender Security shall be required in the substituted Tender.
36. Form of Tender Security	36.1 The Tender Security shall: <ul style="list-style-type: none"> (a) be in the form of an irrevocable Bank Guarantee issued by an internationally reputable Bank which has a correspondent Bank located in Bangladesh, in the format (Form PW7A-6) furnished in Section 5: Tender and Contract Forms; (b) be payable promptly upon written demand by the Employer in the case of the conditions listed in ITT Sub Clause 35 being invoked; and (c) remain valid for at least twenty eight (28) days beyond the expiry date of the Tender Validity in order to make a claim in due course against a Tenderer in the circumstances as stated under ITT Sub Clause 35 and pursuant to Rule 25 of the Public Procurement Rules, 2008.
37. Authenticity of Tender Security	37.1 The authenticity of the Tender Security submitted by a Tenderer shall be examined and verified by the Employer in writing from the Bank issuing the security, prior to finalization of the Evaluation Report.



	37.2 If a Tender Security is found to be not authentic, the Tender which it covers shall not be considered for subsequent evaluation and in such case the Employer shall proceed to take punitive measures against that Tenderer as stated under ITT Sub Clause 4.4.
	37.3 A Tender not accompanied by a valid Tender Security as stated under ITT Clause 35, 36 and 37 will be considered non-responsive by the Employer.
38. Return of Tender Security	38.1 No Tender Securities shall be returned by the Tender Opening Committee (TOC) during and after the opening of the Tenders.
	38.2 No Tender Security shall be returned to the Tenderers before contract signing, except to those who are considered non-responsive.
	38.3 Tender Securities of the non-responsive Tenders shall be returned immediately after the Evaluation Report has been approved by the Employer.
	38.4 Tender Securities of the responsive Tenders shall be returned only after the lowest evaluated Tenderer has submitted the Performance Security and signed the Contract; that being even before the expiration of the Tender Validity period as stated under ITT Clause 33.
	38.5 Tender Securities of the Tenderers not consenting within the specified date in writing to the request made by the Employer under ITT Sub Clause 34.2 in regard to extension of its Tender Validity shall be discharged or returned forthwith.
39. Forfeiture of Tender Security	<p>39.1 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 as stated under ITT Clause 33 and 34; or (b) refuses to accept a Notification of Award as stated under ITT Sub Clause 68.3; or (c) fails to furnish Performance Security as stated under ITT Sub Clause 69.2 and 69.3; or (d) refuses to sign the Contract as stated under ITT Sub Clause 73.2; or (e) does not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT Clause 58.



40. Format and Signing of Tender	40.1	Tenderers shall prepare one (1) original of the documents comprising the Technical Offer as described in ITT Clause 24.2 and clearly mark it " ORIGINAL OF TECHNICAL OFFER " In addition, the Tenderers shall prepare the number of copies of the Technical Offer, as specified in the TDS and clearly mark each of them " COPY OF THE TECHNICAL OFFER. " In the event of any discrepancy between the original and the copies, the ORIGINAL shall prevail.
	40.2	Tenderers shall prepare one (1) original of the documents comprising the Financial Offer as described in ITT Clause 24.3 and clearly mark it " ORIGINAL OF FINANCIAL OFFER " In addition, the Tenderers shall prepare the number of copies of the Technical Tender, as specified in the TDS and clearly mark each of them " COPY OF THE FINANCIAL OFFER " In the event of any discrepancy between the original and the copies, the ORIGINAL shall prevail.
	40.3	Alternatives, if permitted in accordance with ITT Clause 26, shall be clearly marked "Alternative".
	40.4	The original and each copy of the 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 authorization shall consist of a written authorization and shall be attached to Technical Offer Submission Letter (Form PW7A-1a) and Financial Offer Submission Letter (Form PW7A-1b). The name and position held by each Person(s) signing the authorization must be typed or printed below the signature. All pages of the original and of each copy of the Tender, except for un-amended printed literature, shall be numbered sequentially and signed or initialled by the person signing the Tender i.e. authorised representative.
	40.5	Any interlineations, erasures, or overwriting will be valid only if they are signed or initialled by the Person(s) signing the Tender.
	40.6	Person(s) signing the Tender shall describe his or her name, address, position along with his or her national Identification Number, if any.

E. Tender Submission

41. Sealing, Marking and Submission of Tender	41.1	Tenderers shall enclose the original of Technical Offer in one (1) envelope and all the copies of the Technical Offer , including the alternatives, if permitted under ITT Clause 26, in another envelope, duly marking the envelopes as " ORIGINAL OF TECHNICAL OFFER " " ALTERNATIVES " (if permitted), " COPY OF TECHNICAL OFFER ", " ALTERNATIVES " (if permitted) These sealed envelopes for the original and copies of the technical Tender shall then be enclosed and sealed in one single envelope and clearly mark it " Envelope-01: TECHNICAL OFFER ".
	41.2	The inner and outer envelopes of Technical Offer shall: (a) be addressed to the Procuring Entity at the address as stated under ITT Sub Clause 42.1;



	<p>(b) bear the name of the Tender and the Tender Number as stated under ITT Sub Clause 1.1;</p> <p>(c) bear the name and address of the Tenderer;</p> <p>(d) bear a statement "DO NOT OPEN BEFORE -----" the time and date for Tender opening as stated under ITT Sub Clause 48.1;</p> <p>(e) bear any additional identification marks as specified in the TDS.</p>
	<p>41.3 Tenderers shall enclose the original of Financial Offer in one (1) envelope and all the copies of the Financial Offer in another envelope, duly marking the envelopes as "ORIGINAL OF FINANCIAL OFFER" & "COPY OF FINANCIAL OFFER". These sealed envelopes for the original and copies of the Financial Tender shall then be enclosed and sealed in one single envelope and clearly mark it "ENVELOPE-02: FINANCIAL OFFER".</p>
	<p>41.4 The inner and outer envelopes of Financial Offer shall:</p> <p>(a) be addressed to the Procuring Entity at the address as stated under ITT Sub Clause 42.1;</p> <p>(b) bear the name of the Tender and the Tender Number as stated under ITT Sub Clause 1.1;</p> <p>(c) bear the name and address of the Tenderer;</p> <p>(d) bear a statement "DO NOT OPEN BEFORE THE TECHNICAL OFFER EVALUATION AND APPROVAL".</p> <p>(e) bear any additional identification marks as specified in the TDS.</p>
	<p>41.5 The Envelope-01 as stated in ITT Clause 41.1 and Envelope-02 as in ITT Clause 41.3 shall then be enclosed and sealed in one single outer envelope which shall contain the information as stated under ITT Clause 41.2 (a) to (e) & ITT Clause 41.4 (a) to (d)</p>
	<p>41.6 Tenderers are solely and entirely responsible for pre-disclosure of Tender information if the envelope(s) are not properly sealed and marked.</p>
	<p>41.7 Tenders shall be delivered by hand or by mail, including courier services at the address(s), as stated under ITT Sub Clause 42.1.</p>
	<p>41.8 Tenders shall be submitted on the basis of this Tender Document issued by the Employer.</p>
	<p>41.9 The Procuring Entity will, on request, provide the Tenderer with acknowledgement of receipt showing the date and time when it's Tender was received.</p>
<p>42. Deadline for Submission of Tender</p>	<p>42.1 Tenders shall be delivered to the Employer at the address specified in the TDS and no later than the date and time specified in the TDS.</p>



	<p>42.2 The Procuring Entity may, at its discretion on justifiably acceptable grounds duly recorded, extend the deadline for submission of Tender as stated under ITT Sub Clause 42.1, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline will thereafter be subject to the new deadline as extended.</p> <p>42.3 If submission of Tenders for this procurement is allowed in more than one location, the date and time for submission of Tender at the primary and secondary place(s) shall be as specified in the TDS.</p>
	<p>42.4 The Employer shall ensure that the Tenders received at the secondary place(s) are hand-delivered at the primary place as stated under ITT Sub Clause 38.1 before the time specified in the TDS; but in no case later than THREE (3) HOURS after the deadline for submission of Tenders at the secondary place(s) in case of MULTIPLE DROPPING as stated under ITT Sub Clause 42.3, as specified in the TDS.</p>
43. Late Tender	<p>43.1 Any Tender received by the Employer after the deadline for submission of Tenders as stated under ITT Sub Clause 42.1 shall be declared LATE, excluded, and returned unopened to the Tenderer.</p>
44. Modification, Substitution or Withdrawal of Tender	<p>44.1 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 confirmed by an affidavit authenticated by an authority of the Tenderer's Leading Partner's country of origin; provided that such written notice including the affidavit is received by the Employer prior to the deadline for submission of Tenders as stated under ITT Clause 42.</p> <p>40.2 If submission of Tenders for this procurement is allowed in more than one location, the Tenderer may modify, substitute or withdraw its Tender as stated under ITT Sub Clause 47.1 after it has been submitted, prior to the deadline prescribed for submission of Tenders at the primary place.</p>
45. Tender Modification	<p>45.1 Tenderers shall not be allowed to retrieve its original Tender, but shall be allowed to submit corresponding modification either to its original Technical Offer or Financial Offer or both, marked as "MODIFICATION FOR TECHNICAL OFFER (MTO)" or "MODIFICATION FOR FINANCIAL OFFER (MFO)" with two separate envelopes. The envelope/envelopes marked as MTO and/or MFO then be enclosed and sealed in one single outer envelope with a written notice duly as stated under ITT Sub Clause 44.1. The outer envelope shall contain the information as stated under ITT Sub Clause 41.2(a) to (d) and clearly marked as "MODIFICATION (M)"</p>
46. Tender Substitution	<p>46.1 Tenderers shall not be allowed to retrieve its original Tender, but shall be allowed to submit another Technical Offer or Financial Offer or both, marked as "SUBSTITUTION FOR TECHNICAL OFFER (STO)" or "SUBSTITUTION FOR FINANCIAL OFFER (SFO)" with two separate envelopes. The</p>



	envelope/envelopes marked as STO and/or SFO then be enclosed and sealed in one single outer envelope with a written notice duly as stated under ITT Sub Clause 44.1. The outer envelope shall contain the information as stated under ITT Sub Clause 41.2(a) to (d) and clearly marked as "SUBSTITUTION (S)" .
47. Withdrawal of Tender	47.1 Tenderers shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as "WITHDRAWAL" .
F. Tender Opening and Evaluation	
48. Tender Opening	<p>48.1 Tenders shall be opened pursuant to Rule 97 following steps in Part D of Schedule IV of the Public Procurement Rules, 2008.</p> <p>48.2 Only the Technical Offer (Envelope-1) shall be opened immediately after the deadline for submission of Tenders at the primary place as specified in the TDS but not later than ONE HOUR, after expiry of the submission deadline at the same primary place unless otherwise stated under ITT Sub Clause 48.2. Tender opening shall not be delayed on the plea of absences of Tenderers or his or her representatives. Financial offer (Envelop-02) shall not open with Technical offer (Envelop-1) and shall be kept unopened at the Custody of the Head of the Procuring Entity or his Authorised Officer (AO).</p> <p>48.3 Persons not associated with the Tender may not be allowed to attend the public opening of Tenders.</p> <p>48.4 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.</p> <p>48.5 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 44.1. any envelope related to financial modification, substitute shall be recorded but not open with technical offer.</p> <p>48.6 Verify (M), (S), (W), (A), (O)</p> <p>(a) Firstly, envelopes marked "Withdrawal (W)" shall be opened and "Withdrawal" notice read aloud & recorded in the opening sheet. After verify the withdrawal letter is genuine, corresponding tender shall not be opened, but returned unopened to the Tenderer by Procuring Entity (PE) at a late time. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice shall be as stated in 44.1& 47.1 and in such case the Tender shall be opened and recorded.</p> <p>(b) Secondly, the remaining Tenders will be sorted out and those marked "SUBSTITUTION (S)" or "MODIFICATION (M)" of Tender will be linked with their corresponding Original Tender.</p>



- (c) Next, outer envelopes marked "SUBSTITUTION (S)" shall be opened. The inner envelopes containing the "Substitution of Technical Offer (STO)" and/or "Substitution of Financial Offer (SFO)" shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Tenderer unopened by the Procuring Entity at a later time immediately after opening of Technical Offers. Only the Substitution of Technical Offer, if any, shall be opened, read out, and recorded. Substitution of Financial Offer will remain unopened in accordance with ITT Sub Clause 48.2. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at Technical Offer opening.
- (d) Next, outer envelopes marked "MODIFICATION (M)" shall be opened. No Technical Offer and/or Financial Offer shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Offers. Only the Technical Offers, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Offers, both Original as well as Modification, will remain unopened in accordance with ITT Sub Clause 48.2
- (e) Thirdly, if so specified in this Tender Document, the envelopes marked "Alternative of Technical Offer (ATO)" shall be opened and read aloud with the corresponding Technical Offer and recorded.

48.7 Ensuring that only the correct Modification for Technical Offer (**MTO**), Substitution for Technical Offer (**STO**), Alternative of Technical Offer (**ATO**), Original Technical offer (**OTO**) envelopes are opened, details of each Technical Offer will be dealt with as follows:

- (a) the Chairperson of the TOC will read aloud each Technical Offer and record in the Technical Offer Opening Sheet (TOOS):
 - (i) the name and address of the Tenderer;
 - (ii) state if it is a withdrawn, modified, substituted or original Technical Offer;
 - (iii) any alternatives;
 - (iv) record the rejection of the Tender which submitted Technical Offer and Financial Offer together in one envelope.
 - (v) the presence or absence of any requisite Tender Security; and
 - (vi) such other details as the Procuring Entity, at its discretion, may consider appropriate.
- (b) Only Technical Offer and alternatives read aloud at the Technical Offer Opening will be considered in evaluation.
- (c) all pages of the original version of the Technical Offer,



	except for un-amended printed literature, will be initialled by members of the TOC. Remember, No financial Offer shall be open with Technical Offer
	48.8 Upon completion of Technical Offer opening, all members of the TOC and the Tenderers or Tenderer's duly authorised representatives attending the Technical Offer opening shall sign by name, address, designation, the TOS, copies of which shall be issued to the Head of the Procuring Entity or an officer authorised by him or her and also to the members of the TOC and any authorised Consultants and, to the Tenderers immediately.
	48.9 The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record under ITT Sub Clause 48.8.
	48.10 No Tender will be considered non-responsive at the Tender opening stage except the LATE Tenders.
	48.11 Any financial modification, rate(s) or tender price found in the technical modification envelope may result rejection of that tender.
49. Evaluation of Tenders	49.1 Technical Offers shall be examined and evaluated only on the basis of the criteria specified in the Tender Document.
	49.2 Tender Evaluation Committee (TEC) shall examine, evaluate and compare Tenders that are responsive to the requirements of Tender Documents in order to identify the successful Tenderer.
50. Evaluation Process	50.1 TEC may consider a Tender Offer 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 Technical Offer opening following Two steps: (a) Preliminary examination (b) Technical examination and responsiveness
51. Preliminary Examination	51.1 TEC shall examine the Technical Offers to confirm that all documentation as stated under ITT Clause 24 has been provided, to determine the completeness of each document submitted.
	51.2 TEC shall confirm that the following documents and information have been provided in the Technical Offer. If any of these documents or information is missing, the Tender shall be considered rejected. (a) Tender Submission Letter; (b) Written confirmation authorizing the signatory of the Tender to commit the Tenderer; and (c) Valid Tender Security.
52. Technical Examination and	52.1 TEC's determination of a Tender's responsiveness is to be based on the contents of the Technical itself without recourse to extrinsic evidence.



Responsiveness

- 52.2 A responsive Tender is one that conforms in all respects to the requirements of the Tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Works and physical services specified in the Contract; or
 - (b) limits in any substantial way, or is inconsistent with the Tender Documents, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other Tenderers presenting responsive Tenders.
- During the evaluation of Technical Offer, the following definitions shall apply:
- "Deviation" is a departure from the requirements specified in the Tender Document;
- "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
- "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.
- 52.3 If a Tender is not responsive to the mandatory requirements set out in the Tender Document, shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.
- 52.4 There shall be no requirement as to the minimum number of responsive Tenders.
- 52.5 The TEC will further examine the terms and conditions specified in **Section 7: General Specifications** and **Section 8: Particular Specifications** of the Tender Document have been met without any material deviation or reservation.
- 52.6 Provided that a Tender is responsive, TEC may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Offer related to documentation requirements. Such omission shall not be related to any aspect of the rates of the Tender reflected in the Priced BOQ or any mandatory criteria. Failure of the Tenderer to comply with the request may result in the consideration of its Tender as non-responsive.
- 52.7 The TEC's determination of a Tender's responsiveness is to be based on the documentary evidence as stated under ITT Clause 24 without recourse to extrinsic evidence.
- 52.8 Information contained in a Tender submission that was not requested in the Tender Document shall not be considered in evaluation of the Tender.
- 52.9 A Tender shall be considered responsive in the evaluation, only when it is submitted in compliance with the mandatory requirements set out in the Tender Document without material deviation or reservation.
- 52.10 If, after the examination of the terms and conditions and the



	<p>technical aspects of the Tender, the TEC determines that the Tender is not responsive in accordance with ITT Clause 24, it shall consider the Tender non-responsive.</p>
	<p>52.11 If a Tender is not responsive to the mandatory requirements set out in the Tender Document, it shall be considered non-responsive by the TEC and will not subsequently be made responsive by correction of the material deviation or reservation.</p>
	<p>52.12 A material deviation or reservation is one that:</p> <ul style="list-style-type: none"> (a) affects in any substantial way the scope, quality, or performance of the Works; or (b) limits in any substantial way, or is inconsistent with the Tender Document, the Employer's rights or the Tenderer's obligations under the Contract; or (c) if rectified would unfairly affect the competitive position of other Tenderers presenting responsive Tenders. <p>[During the evaluation of Tenders, the following definitions apply:</p> <p>"Deviation" is a departure from the requirements specified in the Tender Document;</p> <p>"Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and</p> <p>"Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.</p>
	<p>52.13 The TEC may regard a Tender as responsive even if it contains;</p> <ul style="list-style-type: none"> (a) minor or insignificant deviations which do not meaningfully alter or depart from the technical specifications, characteristics and commercial terms and, conditions or other mandatory requirements set out in the Tender Document; or (b) errors or oversights that if corrected, would not alter the key aspects of the Tender.
53. Clarification on Technical offer	<p>53.1 TEC may ask Tenderers for clarification of their Technical Offers, including breakdowns of unit rates, in order to facilitate the examination and evaluation of Technical Offers. The request for clarification by the TEC and the response from the Tenderer shall be in writing, and Technical Offers clarifications which may lead to a change in the substance of the Technical Offers or in any of the key elements of the Technical Offers as stated under ITT Sub Clause 52.2, will neither be sought nor be permitted.</p> <p>53.2 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 Technical Offer.</p> <p>53.3 If a Tenderer does not provide clarifications of its Technical Offer by the date and time, its Tender shall not be considered in the evaluation</p>
54. Restrictions on Disclosure of Information	<p>55.1 Following the opening of Technical Offers until issuance of Notification of Award no Tenderer shall, unless requested to provide clarification to its Tender or unless necessary for</p>



Relating to Procurement Process	submission of a complaint, communicate with the concerned Employer pursuant to Rule 31 of the Public Procurement Rules, 2008.
	55.2 Tenderers shall not seek to influence in anyway, the examination and evaluation of the Tenders.
	55.3 Any effort by a Tenderer to influence an Employer in its decision concerning the evaluation of Tenders, Contract awards may result in the consideration of its Tender being non-responsive as well as further action in accordance with Section 64 (5) of the Public Procurement Act, 2006.
	55.4 All clarification requests shall remind Tenderers of the need for confidentiality and that any breach of confidentiality on the part of the Tenderer may result in their Tender being disqualified.
55. Approval of Technical Offer	55.5 TEC shall prepare the Technical Offer Evaluation Report and shall directly submit the Evaluation Report to the Head of the Procuring Entity (HOPE) or Authorized Officer for approval .
56. Financial Offer Opening	58.1 After getting approval of the Technical Offer Evaluation Report, Financial Offer (Envelope-02) of only the Responsive Tenderers who have been determined as qualified to the requirements of the Technical Offer, shall be opened publicly, The Date, time and place of Financial Offer Opening shall be communicated to the Responsive Tenderers in writing by issuing a Financial Offer Opening notice not less than seven days before the opening.
	<p>56.1 Ensuring that only the correct (MFO), (SFO), (OFO) envelopes of the Responsive Tenderers shall be opened, in the presence of the Responsive Tenderer's representatives who choose to attend, on the date, time and at the place as notified by the Procuring Entity in accordance with ITT Clause 56.1. Details of each Technical Offer will be dealt with as follows:</p> <p>(a) the Chairperson of the Tender Evaluation Committee will read aloud each Financial Offer and record in the Financial Offer Opening Sheet (FOOS):</p> <ul style="list-style-type: none"> (i) the name and address of the Tenderer; (ii) state if it is a modified, substituted or original Financial Offer; (iii) the Tender Price; (iv) the number of initialed corrections; (v) the official cost estimate; (vi) any discounts; and (vii) any other details as the Procuring Entity, at its discretion, may consider appropriate



	<p>(b) Only the discounts and alternatives read aloud and recorded at the Financial Offer Opening will be considered in Financial Offer Evaluation. No Tenders shall be rejected at the opening of the Financial Offer.</p> <p>(c) all pages of the original version of the Financial Offer, except for un-amended printed literature, will be initialled by members of the Tender Evaluation Committee.</p> <p>(d) The Procuring Entity shall, in writing, notify the Non-responsive Tenderers who have not been determined as qualified to the requirements of the Technical Offer and shall return their Financial Offers (Envelope-02) unopened after signing the Contract Award with the evaluated lowest responsive Tenderer.</p>
57. Clarification on Financial Offer	<p>57.1 TEC may ask Tenderers for clarification of their Financial Offers, about the breakdowns of unit rates, in order to facilitate the examination and evaluation of Financial Offers. The request for clarification by the TEC and the response from the Tenderer shall be in writing.</p> <p>57.2 Changes in the Tender price shall not be sought or permitted, except to confirm the correction of arithmetical errors discovered by the TEC in the evaluation of the Tenders, as stated under ITT Sub Clause 58.1.</p> <p>57.3 If a Tenderer does not provide clarifications of its Financial Offer by the date and time, its Tender shall not be considered in the evaluation.</p> <p>57.4 Requests for clarifications on Financial Offers shall be duly signed only by the TEC Chairperson.</p>
58. Correction of Arithmetical Errors	<p>58.1 During the evaluation of Financial Offers, the TEC shall correct arithmetical errors on the following basis:</p> <p>(a) if there is a discrepancy between the unit price and the line item total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the line item total price shall be corrected, unless in the opinion of the TEC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted will govern and the unit price will be corrected; and</p> <p>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p>



	58.2 Any arithmetical error or other discrepancies as stated in ITT Sub Clause 51.1 will be immediately notified by the TEC pursuant to Rule 98 (11) of the Public Procurement Rules, 2008 to the concerned Tenderer for acceptance.
59. Conversion to Single Currency	59.1 For evaluation and comparison purposes, the currency of the Tender shall be converted into Bangladesh Taka currency.
	59.2 The exchange rate for conversion, as stated under ITT Sub Clause 59.1, to be used in arriving at the Bangladesh Taka currency equivalent shall be the selling rate quoted by the source being Bangladesh Bank on the date of opening of the Tenders.
60. Financial Evaluation	60.1 TEC will evaluate each Financial Offer that has been opened duly.
	60.2 To evaluate a Financial Offer, the TEC will consider the following: <ul style="list-style-type: none"> (a) the Tender price, excluding Provisional Sums and the provision, if any, for contingencies in the priced Bill of Quantities, but including Day work items, where priced competitively; (b) adjustments for correction of arithmetical errors pursuant to ITT Sub Clause 58.1; (c) adjustments in order to take into consideration the unconditional discounts or methodology for application of the discount offered pursuant to ITT Sub Clause 27.7 & 27.8; (d) adjustments by converting the amount resulting from (a), (b), and (c) above, if relevant, to Bangladesh Taka currency, as stated under ITT Sub Clause 59; (e) adjustments for any other acceptable variations or deviations pursuant to ITT Sub Clause 58.
	60.3 Variations, deviations, alternatives and other factors which are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Employer will not be taken into account in Financial Offers evaluation.
	60.4 The estimated effect of any price adjustment provisions under GCC Clause 74, applied over the period of execution of the Contract, will not be taken into account in Financial Offers evaluation .
	60.5 If so indicated in the ITT Sub Clause 1.1 the Employer may award one or multiple lots to one Tenderer following the methodology specified in ITT Sub Clause 60.6.
	60.6 To determine the lowest-evaluated lot or combination of lots, the TEC will take into account: <ul style="list-style-type: none"> (a) the experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual lot; (b) the lowest-evaluated Tender for each lot calculated in accordance with all the requirements of Evaluation



	<p>Criteria;</p> <p>(c) the price reduction on account of discount per lot or combination of lots and the methodology for application of the discount as offered by the Tenderer in its Tender; and</p> <p>(d) the Contract-award sequence that provides the optimum economic combination on the basis of least overall cost of the total Contract package taking into account any limitations due to constraints in Works or execution capacity determined in accordance with the post-qualification criteria stated under ITT Clause 63.</p>
	<p>60.7 TEC may recommend increasing the amount of the Performance Security above the amounts as stated under ITT Sub Clause 69.1 but not exceeding twenty-five (25) percent of the Contract Price, if in the opinion of TEC, it is found that the Tender is significantly unbalanced as a result of front loading.</p>
61. Price Comparison	<p>61.1 The TEC will compare all responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 60.</p>
	<p>60.1 In the extremely unlikely event that there is a tie for the lowest evaluated price, the Tenderer with the superior past performance.</p>
	<p>60.2 In the event that there is a tie for the lowest price and none of the Tenderers has the record of past performance with the Procuring Entity, then the Tenderer shall be selected, subject to firm confirmation through the Post-qualification process, after consideration as to whether the Tenderer has demonstrated in its Tender superior past performance with the other Procuring Entities or a more efficient work programme and work methodology.</p>
	<p>60.3 The ranking set forth after having adjusted arithmetical errors or other discrepancies and having excluded 'provisional sums' and provision, if any, for contingencies within the Tender price, but including Day Work.</p>
	<p>60.4 The successful Tenderer as stated under ITT Sub Clauses 61.1, 61.2 and 61.3 shall not be selected through lottery under any circumstances.</p>
62. Negotiations	<p>62.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer.</p>
	<p>62.2 The Employer through the TEC may, however, negotiate with the lowest evaluated Tenderer with the objective to reduce the Contract price by reducing the scope of works or a reallocation of risks and responsibilities, only when it is found that the lowest evaluated Tender is significantly higher than the official estimated cost; the reasons for such higher price being duly investigated.</p>
	<p>62.3 If the Employer decides to negotiate for reducing the scope of the requirements under ITT Sub Clause 62.2, it will be required to guarantee that the lowest Tenderer remains the lowest Tenderer even after the scope of work has been revised and</p>



	<p>shall further be ensured that the objective of the Procurement will not be seriously affected through this reduction.</p>
	<p>62.4 In the event that the Employer decides because of a high Tender price to reduce the scope of the requirements to meet the available budget, the Tenderer is not obliged to accept the award and shall not be penalised in any way for un-accepting the proposed award.</p>
63. Post-qualification	<p>63.1 After determining the lowest evaluated responsive Tender in accordance with ITT Clause 52 & 60, the Employer's TEC shall carry out the Post-qualification of the Tenderer, using only the requirements specified in Sub-section C: Qualification Criteria.</p> <p>63.2 The TEC shall contact the references given by Tenderers about their previous working experience to verify, if necessary, statements made by them in their Tender and to obtain the most up-to-date information available concerning the Tenderers.</p> <p>63.3 The TEC may visit the premises of the Tenderer as a part of the qualification process, if practical and appropriate, to verify information contained in its Tender particularly when evaluating Tenders in respect of high value or complex Works projects.</p> <p>63.4 The objective of any visit under IITT Sub Clause 63.3 shall be limited to a general and visual inspection of the Tenderer's facilities and its plant and equipment, and there shall be no discussion concerning the Tender or its evaluation with the Tenderer during such visit(s).</p> <p>63.5 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 offering the next lowest evaluated Tender price and so on from the remaining responsive Tenders, provided that,</p> <ul style="list-style-type: none"> (a) such action shall only be taken if the evaluated costs of the Tenders under consideration are acceptable to the Employer; (b) when the point is reached whereby the evaluated costs of the remaining responsive Tenders are significantly higher than that of the official estimate, or the market price, the Employer proceed for re-Tendering, using a revised Tender Document, where necessary, designed to achieve a more successful result.
64. Procuring Entity's Right to accept any or to reject Any or All Tenders	<p>64.1 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 Head of the Procuring Entity, any time prior to the deadline for submission of Tenders following specified procedures, without thereby incurring any liability to Tenderers, or any obligations to inform the Tenderers of the grounds for the Procuring Entity's action.</p>
65. Rejection of All Tenders	<p>65.1 The Employer may, in the circumstances as stated under ITT Sub Clause 65.2, reject all Tenders following recommendations from the Tender Evaluation Committee (TEC) only after the</p>



	approval of such recommendations by the Head of the Procuring Entity.
	<p>65.2 All Tenders can be rejected, if -</p> <ul style="list-style-type: none"> (a) the price of the lowest evaluated Tender substantially exceeds the official estimate, provided the estimate is realistic; or (b) there is evidence of lack of effective competition; such as non-participation by a number of potential Tenderers; or (c) the Tenderers are unable to offer the required completion time, provided the stipulated completion time is reasonable and realistic; or (d) Tenders are not responsive; or (e) Evidence of professional misconduct, affecting seriously the Procurement process, is established as per Chapter Seven of the Public Procurement Rules, 2008.
	65.3 Notwithstanding anything contained in ITT Sub Clause 66.2(a), Tenders may not be rejected if the lowest evaluated price is in conformity with the market price.
	65.4 The Employer, on justifiable grounds, may annul the Procurement proceedings with prior approval of the Head of the Procuring Entity, any time prior to the deadline for submission of Tenders following specified procedures.
	65.5 All Tenders received by the Employer shall be returned unopened to the Tenderers in the event Procurement proceedings are annulled under ITT Sub Clause 66.4.
	65.6 The Employer, on justifiable grounds, may further annul the Procurement proceedings, any time prior to the issuance of NOA following specified procedures.
66. Informing Reasons for Rejection	66.1 Notice of the rejection will be given promptly within seven (7) days of decision taken by the Employer to all Tenderers and, the Employer will, upon receipt of a written request, communicate to any Tenderer the reason(s) for its rejection but is not required to justify those reason(s).
G. Contract Award	
67. Award Criteria	<p>67.1 The Employer shall award the Contract to the Tenderer whose offer 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 Clause 63.</p> <p>67.2 The Tenderer will not be required, as a condition for award, to</p>

