

	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.
	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	39.1 Tender Security may be forfeited, if a Tenderer: (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 Financial Offer, 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 initialed 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 initialed 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;



	(b) bear the name of the Tender and the Tender Number as stated under ITT Sub Clause 1.1; (c) bear the name and address of the Tenderer; (d) bear a statement "DO NOT OPEN BEFORE _____" the time and date for Tender opening as stated under ITT Sub Clause 48.1; (e) bear any additional identification marks as specified in the TDS.
	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".
	41.4 The inner and outer envelopes of Financial Offer shall: (a) be addressed to the Procuring Entity at the address as stated under ITT Sub Clause 42.1; (b) bear the name of the Tender and the Tender Number as stated under ITT Sub Clause 1.1; (c) bear the name and address of the Tenderer; (d) bear a statement "DO NOT OPEN BEFORE THE TECHNICAL OFFER EVALUATION AND APPROVAL". (e) bear any additional identification marks as specified in the TDS.
	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)
	41.6 Tenderers are solely and entirely responsible for pre-disclosure of Tender information if the envelope(s) are not properly sealed and marked.
	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.
	41.8 Tenders shall be submitted on the basis of this Tender Document issued by the Employer.
	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.
42. Deadline for Submission of Tender	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.



	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. 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.
	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.
43. Late Tender	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.
44. Modification, Substitution or Withdrawal of Tender	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. 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.
45. Tender Modification	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)"
46. Tender Substitution	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



	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	48.1 Tenders shall be opened pursuant to Rule 97 following steps in Part D of Schedule IV of the Public Procurement Rules, 2008. 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). 48.3 Persons not associated with the Tender may not be allowed to attend the public opening of Tenders. 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. 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. 48.6 Verify (M), (S), (W), (A), (O) (a) Firstly, envelope 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. (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.



- (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



	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.
	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.
	52.12 A material deviation or reservation is one that: (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. [During the evaluation of Tenders, the following definitions 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.
	52.13 The TEC may regard a Tender as responsive even if it contains; (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	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. 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. 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
54. Restrictions on Disclosure of Information	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



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.
	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: (a) the Chairperson of the Tender Evaluation Committee will read aloud each Financial Offer and record in the Financial Offer Opening Sheet (FOOS): (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



	(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. (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. (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.
57. Clarification on Financial Offer	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. 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. 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. 57.4 Requests for clarifications on Financial Offers shall be duly signed only by the TEC Chairperson.
58. Correction of Arithmetical Errors	58.1 During the evaluation of Financial Offers, the TEC shall correct arithmetical errors on the following basis: (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 (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 (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.



	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: (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: (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



	Criteria; (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 (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.
	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.
61. Price Comparison	61.1 The TEC will compare all responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 60.
	60.1 In the extremely unlikely event that there is a tie for the lowest evaluated price, the Tenderer with the superior past performance.
	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.
	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.
	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.
62. Negotiations	62.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer.
	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.
	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



	shall further be ensured that the objective of the Procurement will not be seriously affected through this reduction.
	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.
63. Post-qualification	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. 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. 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. 63.4 The objective of any visit under ITT 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). 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, (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	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.
65. Rejection of All Tenders	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



	approval of such recommendations by the Head of the Procuring Entity.
	65.2 All Tenders can be rejected, if - (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	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. 67.2 The Tenderer will not be required, as a condition for award, to



	undertake responsibilities not stipulated in the Tender documents, to change its price, or otherwise to modify its Tender.
68. Notification of Award	68.1 Prior to the expiry of the Tender Validity period and within seven (7) working days of receipt of the approval of the award by the Approving Authority, the Employer shall issue the Notification of Award (NOA) to the successful Tenderer.
	68.2 The Notification of Award, attaching the contract as per the sample (Form PW7A-7) to be signed, shall state: (a) the acceptance of the Tender by the Employer; (b) the price at which the contract is awarded; (c) the amount of the Performance Security and its format; (d) the date and time within which the Performance Security shall be submitted; and (e) the date and time within which the Contract shall be signed.
	68.3 The Notification of Award shall be accepted in writing by the successful Tenderer within seven (7) working days from date of issuance of the Notification of Award.
	68.4 Until a formal contract is signed, the Notification of Award will constitute a Contract, which shall become binding upon the furnishing of a Performance Security and the signing of the Contract by both parties.
	68.5 The Notification of Award establishes a Contract between the Employer and the successful Tenderer and the existence of a Contract is confirmed through the signature of the Contract Document that includes all agreements between the Employer and the successful Tenderer.
69. Performance Security	69.1 The Performance Security shall be determined sufficient to protect the performance of the Contract.
	69.2 The Performance Security shall be provided by the successful Tenderer in the currency of USD or GBP or EUR or JPY and/or Bangladesh Taka, as stated under ITT Sub Clauses 28.1 and 28.2, at the percentage as specified in the TDS .
	69.3 The Employer may increase the amount of the Performance Security above the amounts as stated under ITT Sub Clause 61.2 but not exceeding twenty five (25) percent of the Contract price, if it is found that the Tender is significantly below the official estimated cost or unbalanced as a result of front loading as stated under ITT Sub Clause 60.7.
	69.4 The proceeds of the Performance Security shall be payable to the Employer unconditionally upon first written demand as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.



70. Form and Time Limit for Furnishing of Performance Security	70.1 The Performance Security, as stated under ITT Clause 69, shall 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-9), acceptable to the Employer.
	70.2 Within twenty eight (28) days of issuance of the Notification of Award (NOA) but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security for the due performance of the Contract in the amount as stated under ITT Sub Clauses 69.2 or 69.3.
71. Validity of Performance Security	72.1 The Performance Security shall be required to be valid until a date twenty eight (28) days beyond the Intended Completion Date as specified in Tender Document.
	72.2 If under any circumstances the Intended Completion Date is to be extended, the Performance Security shall correspondingly be extended for the same period until twenty eight (28) days from the new Intended Completion Date.
	72.3 The amount of the Performance Security as stated under ITT Sub Clauses 69.2 and 69.3 and further its validity as stated under ITT Sub Clauses 71.1 and 71.2 shall be reset to cover the Defects Liability Period in accordance with the provisions laid down in GCC Clause 79.
72. Authenticity of Performance Security	72.4 The Employer shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the Bank issuing the irrevocable Bank Guarantee in specified format and/or, to its correspondent Bank located in Bangladesh, as and where applicable.
	72.5 If the Performance Security submitted under ITT Sub Clause 71.1 is not found to be authentic, the Employer shall proceed to take measures against the Tenderer in accordance with Section 64 of the Act and pursuant to Rule 127 of the Public Procurement Rules, 2008.
73. Contract Signing	73.1 At the same time as the Employer issues the Notification of Award (NOA), the Employer will send the draft Contract Agreement and all documents forming the Contract to the successful Tenderer.
	73.2 Within twenty-eight (28) days of issuance of the NOA, the successful Tenderer and the Employer shall sign the contract provided that the Performance Security submitted by the Tenderer is found to be genuine.
	73.3 If the successful Tenderer fails to provide the required Performance Security, pursuant to ITT Clause 71 or to sign the Contract, pursuant to ITT Sub Clause 73.2, Employer shall proceed to award the Contract to the next lowest evaluated Tenderer, and so on, by order of ranking.



74. Publication of Notification of Award of Contract	74.1 Notification of Award for Contract shall be notified by the Employer to the Central Procurement Technical Unit within seven (7) days of issuance of the NOA for publication in their website, and that notice shall be kept posted for not less than a month.
75. Debriefing of Tenderers	75.1 Debriefing of Tenderers by Employer shall outline the relative status and weakness only of his or her Tender requesting to be informed of the grounds for not accepting the Tender submitted by him or her without disclosing information about any other Tenderer.' 75.2 In the case of debriefing, confidentiality of the evaluation process shall be maintained.
76. Right to Complain	76.1 Any Tenderer has the right to complain if it has suffered or likely to suffer loss or damage due to a failure of a duty imposed on the Employer to fulfil its obligations in accordance with Section 29.1 of the Public Procurement Act 2006 and Part 12 of Chapter Three of the Public Procurement Rules, 2008. 76.2 Circumstances in which a formal complaint may be lodged in sequence by a Tenderer against a Employer pursuant to Rule 56 of the Public Procurement Rules, 2008, and the complaints, if any, be also processed pursuant to Rule 57 of the Public Procurement Rules 2008. 76.3 Tenderer shall submit his or her complaint in writing within seven (7) calendar days of becoming aware of the circumstances giving rise to the complaint. 76.4 In the first instance, the Tenderer shall submit his or her complaint to the Employer who issued the Tender Document. 76.5 The place and address for the first stage in the submission of complaints to the administrative authority is provided in the TDS. 76.6 A Tenderer may appeal to a Review Panel only when that Tenderer has exhausted all his or her options of complaints to the administrative authority as stated under ITT Sub Clause 78.2



Section 2. Tender Data Sheet

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

ITT Clause	Amendments of, and Supplements to, Clauses in the Instructions to Tenderers
A. General	
ITT 1.1	The Employer is Bangladesh Water Development Board (BWDB) represented by Executive Engineer, Sirajganj O&M Division, BWDB, Sirajganj. The Name of the Tender is: Dredging of Karotoa-Hurasagor 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 Brief Description of large and complex works: The work consists of dredging of 94.00 km of Karotoa-Fuljor-Hurasagor river in two separate lots (27.00 km for this lot) 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 area as shown in the related drawings or as directed by the Engineer in Charge in conformation with the specifications. Management of dredged earth in proper way and its maintenance for at least 1(one) year is one of main objective of the Dredging. A part of the dredged earth disposal is aimed at attainment of construction of Flood control embankment/village road along the both bank of Karotoa-Fuljor-Hurasagor in Sirajganj district. Therefore, agricultural land and homestead areas, business centre, agriculture farm, industries etc. on the both bank of Karotoa-Fuljor-Hurasagor River remains flood free during the monsoon. The dredged earth disposed in a specific manner on both bank of Karotoa-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 bamboo/bullah piling, dumping/placing geo-bags and synthetic bags, geo fabric sheeting etc. as per drawing and direction of Engineer in charge. Dredging work have to be done by operating cutter suction dredger of different diameter (maximum 18"), use of booster pump for safe disposal of dredged earth where necessary, Construction and dismantling of outlet for dumping and disposal of water from disposal area, Manufacturing and supplying C.C. blocks in leanest mix. 1:2.5:5, with cement, sand (FM$\geq$1.5) and Stone Chips (40mm downgraded), to attain a minimum 28 days cylinder strength of 12 N/mm² including grading, dumping of CC blocks, Erection and maintenance of site office and removal of the same after completion of work. Tender Ref: T-7/246 Lot No(s): DWKH/Sirajganj-ICT-03.
ITT 3.1	The source of public funds is: Government of Bangladesh.
ITT 3.3	The name of the Development Partner is: None
ITT5.1	Tenderers from the following countries are not eligible: Israel
ITT 6.1	Materials, Equipments and associated services from the following countries are not eligible: Israel



B. Tender Document

ITT 8.2	The following are authorised agents of the Employer for the purpose of issuing the Tender Document: Agent's Name: Manager, Janata Bank Ltd. Dilkhusa Corporate Branch Address: 29, Dilkhusa Commercial Area, Dhaka-1000 Telephone No.: 88-02-9554136, PABX-88-02-9560058-59 Fax No.: 88-02-9551783 e-mail address: jbdil@janatabank-bd.com, jbdcbfex@yahoo.com Others: Cable – CORPJANATADHAKA, SWIFT-JANBDDHADCB
ITT 9.1	For clarification of Tender Document purposes only, the Employer's address is: Attention: Executive Engineer Address: Sirajganj O&M Division, BWDB, Sirajganj. Telephone: 0751-62268 Fax No.: 0751-62268 e-mail address: xensirajbwdb@gmail.com and contact the Procuring Entity within 23-02-2020
ITT 10.1	A Pre- Tender meeting shall be held at Address: BWDB's Conference Room, WAPDA Building (3rd floor), Motijheel C/A, Dhaka. Time & Date: 23-02-2020 at 1230 hrs
ITT 13.1	Non-performance of a contract shall not occur within the last 3 (Three) years. year counting backward from the date of publication of IFT in the newspaper.
ITT 13.3	All pending litigation shall in total not represent more than 15 (Fifteen) percent of the Applicant's net worth.

C. Qualification Criteria

ITT 14.1(a)	The minimum number of years of general experience of the Tenderer in the construction /dredging works as Prime Contractor shall be 05 (Five) years. Years will be counted backward from the date of publication of IFT in the newspaper.
ITT 14.1(b)	The minimum specific experience as a Prime Contractor in Work/Dredging works of at least 01 (One) contract of Dredging in Large or medium river by suction cutter dredger in any country of the world except Israel under government organization of that country successfully completed within the last 10 (ten) years, with a value of at least TK. 2400.00 (Two Thousand Four Hundred) Million in Bangladeshi Taka (BDT) or 28.80 (Twenty Eight Point Eight Zero) million USD. in Bangladesh or any other country of the world except Israel. For experience criteria, years will be counted backward from the date of publication of IFT in the newspaper.
ITT 15.1(a)	The required average annual construction turnover shall be greater than BDT 4300.00 (Four Thousand Three Hundred) Million or 51.60 (Fifty one point Six Zero) million USD. over the last 05 (Five) years.
ITT 15.1(b)	The minimum amount of liquid assets i.e. working capital or credit line(s) of the tenderers shall be BDT 1000.00 (One thousand) Million or 12.00 million USD.



ITT 15.1(d).

The minimum tender capacity shall be **BDT 3200.00 (Three Thousand Two Hundred) Million or 38.40 (Thirty Eight Point Four Zero) million USD.**

The following formulae shall be used to calculate the Tender Capacity

Assessed Tender Capacity = (A*N*1.5-B)

Where

A=Maximum value of Works performed in any one year during last five years

N= Completion time of the proposed work in [1.50 years] year.

B= Value of Existing commitments and works to be completed during the next N (1.50) Years

The Tenderer shall submit all the information in form PW7A-2. for computing tender Capacity in the following format.

Table 1: A=Value of Works performed in last 05 (Five) years.

Years counting backward from the date of publication of IFT in the newspaper

No	Description of works/contract	Value (A)	Duration of contract (Start & Finish date)

Table2: B= Value of Existing commitments and works to be completed during the next N (1.50) Years.

No	Description of works/contract in hand	Value (B)	Name/office of the PE	Duration of contract (Start & Finish date)

Tenderer shall fill up the tables 1 & 2 during preparation of tender along with authentic evidence i.e. copy of completion certificate for Table 1 and copy of contract agreement for table 2.

ITT 16.1

A Construction Project Manager, Engineer, and other key staff shall have the following qualifications and experience:



	<table><tr><th>No</th><th>Position</th><th>Total Works Experience (Years)</th><th>Experience in similar works (Years)</th></tr><tr><td>1.</td><td>Project Manager/Engineer-1 no.</td><td>15 Years</td><td>05 Years</td></tr><tr><td>2.</td><td>Administration & Finance Manager-1 no.</td><td>10 Years</td><td>3 Years</td></tr><tr><td>3.</td><td>Director Operation-1 no.</td><td>10 Years</td><td>5 Years</td></tr><tr><td>4.</td><td>Mid-Level Engineer, Dredging-1 no.</td><td>7 Years</td><td>3 Years</td></tr><tr><td>5.</td><td>Junior Level Engineer, Dredging-1 no.</td><td>5 Years</td><td>3 Years</td></tr><tr><td>6.</td><td>Supervisor for Drad-ging Works-6nos</td><td>5 Years</td><td>3 Years</td></tr></table>	No	Position	Total Works Experience (Years)	Experience in similar works (Years)	1.	Project Manager/Engineer-1 no.	15 Years	05 Years	2.	Administration & Finance Manager-1 no.	10 Years	3 Years	3.	Director Operation-1 no.	10 Years	5 Years	4.	Mid-Level Engineer, Dredging-1 no.	7 Years	3 Years	5.	Junior Level Engineer, Dredging-1 no.	5 Years	3 Years	6.	Supervisor for Drad-ging Works-6nos	5 Years	3 Years
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ITT 17.1	Tenderers shall own or have proven access to hire or lease of the following major construction equipment, in full working condition as follows: <table><tr><th>No</th><th>Equipment Type and Characteristics</th><th>Minimum Number Required</th></tr><tr><td>1.</td><td>18" size Suction Cutter dredger</td><td>20 nos.</td></tr><tr><td>2.</td><td>Engine boat (Flat type)</td><td>20 nos.</td></tr><tr><td>3.</td><td>Tug Boat</td><td>5 nos.</td></tr><tr><td>4.</td><td>Bathymetric survey equipment with speed boat</td><td>5 nos.</td></tr><tr><td>5.</td><td>Mixture machine</td><td>10 nos.</td></tr><tr><td>6.</td><td>Vibrator</td><td>10 nos.</td></tr></table>	No	Equipment Type and Characteristics	Minimum Number Required	1.	18" size Suction Cutter dredger	20 nos.	2.	Engine boat (Flat type)	20 nos.	3.	Tug Boat	5 nos.	4.	Bathymetric survey equipment with speed boat	5 nos.	5.	Mixture machine	10 nos.	6.	Vibrator	10 nos.							
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ITT 18.1	The value of non-judicial stamp for execution of the Joint Venture Agreement shall be Tk. 300 only																												
ITT 18.2	Maximum number of partners in the JV shall be: not limited The minimum qualification requirements of Leading Partner, other Partner(s) and requirements by summation of a JV shall be as follows : <table><tr><th>TDS Clauses References</th><th>Requirements by summation</th><th>Requirements for Leading Partner</th><th>Requirements for other Partner(s)</th></tr><tr><td>ITT-14.1(a)</td><td>Summation not applicable</td><td>Same as stated in TDS</td><td>Same as for Leading Partner</td></tr><tr><td>ITT-14.1(b)</td><td>100%</td><td>At least one Contract</td><td>Minimum requirement not applicable</td></tr><tr><td>ITT-15.1(a)</td><td>100%</td><td>40%</td><td>25%</td></tr><tr><td>ITT-15.1(b)</td><td>100%</td><td>40%</td><td>25%</td></tr><tr><td>ITT-15.1(d)</td><td>100%</td><td>40%</td><td>25%</td></tr></table>	TDS Clauses References	Requirements by summation	Requirements for Leading Partner	Requirements for other Partner(s)	ITT-14.1(a)	Summation not applicable	Same as stated in TDS	Same as for Leading Partner	ITT-14.1(b)	100%	At least one Contract	Minimum requirement not applicable	ITT-15.1(a)	100%	40%	25%	ITT-15.1(b)	100%	40%	25%	ITT-15.1(d)	100%	40%	25%				
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ITT-15.1(d)	100%	40%	25%																										



	ITT-16.1(a)	100%	Minimum requirement not applicable	Minimum requirement not applicable
	ITT-17.1	100%	Minimum requirement not applicable	Minimum requirement not applicable
ITT 19.4	The Nominated Subcontractor(s) named shall execute the following specific components of the proposed Works: None			
D. Tender Preparation				
ITT 22.4	Tender document posted in the designated website: www.bwdb.gov.bd			
ITT 24.2(j)	The Tenderer shall submit with its Tender the following additional documents: The tenderer shall have to submit ownership or lease Document of having required nos. of dredger, equipments and manpower for the work.			
ITT 24.3(d)	The Tenderer shall submit with its Tender the following additional documents: None			
ITT 26.1	Alternatives will not be permitted.			
ITT 26.2	There shall not be alternative times for completion of the Works.			
ITT 26.4	Alternative technical solutions for any parts of works will not be permitted.			
ITT 27.11	The prices quoted by the Tenderer shall be fixed for the duration of the Contract.			
ITT 28.1	The currency of the Tender shall be: Bangladeshi Taka (BDT).			
ITT 28.4	The currency of the payments shall be: Bangladeshi Taka (BDT).			
ITT 31.1	1. The required Technical Proposal shall include the following additional information: a. Setting up office/camps at site, mobilisation of manpower/dredgers/ equipment at site etc. b. Methodology how the Contractor intends to carry out the work within the stipulate time. c. Methodology of dredging and safe disposal of dredged earth/material. d. List of Manpower/equipment etc. proposed to deploy for the specified work e. Ensure safety measures at site. f. Demobilisation of sites.			
	2.			
ITT 32.1(e)	3. The required information regarding claims under litigation shall be current or during the last 05 (Five) years.			
ITT 32.1(i)	4. The required reports on the financial standing, such as profit and loss statements and audited balance sheet shall be for the past 05 (Five) years.			
ITT 33.2	5. The Tender Validity period shall be 150 (One Hundred fifty) days.			



F. Tender Opening and Evaluation	
ITT 48.2	The Tender opening shall take place at office of the Additional Director General (West region), BWDB, WAPDA Bhaban (2nd Floor) Motijheel C/A, Dhaka-1000. Time & Date: 19-03-2020 at 14-00 hrs Local Time
G. Contract Award	
ITT 69.2	The amount of Performance Security shall be 05 (Five) percent of the Contract price in the currency of Bangladeshi Taka (BDT). Maximum twenty-five (25) percent of the total Contract price in case the Tender's quoted price is significantly below the official estimated cost or unbalanced as a result of front loading.
ITT 76.5	The name and address of the office where complaints to the Employer under Rule 57 are to be submitted is: Name: Project Director, Dredging/Re-excavation of Bangali-Karatoa-Fuljor-Hurasagar River System & Bank Protection Project. & Chief Engineer, North Western Zone, Bangladesh Water Development Board, Address: WAPDA Coloney, Sapura, Rajshahi. Fax No.: 0721-761643 e-mail address: ce.rajshahi@gmail.com

