INSTITUTE OF WATER MODELLING (IWM)

IWM Bhaban, House 06, Road 3C, Block H, Sector: 15, Uttara Dhaka-1230, Bangladesh

TENDER DOCUMENT (NATIONAL) FOR THE PROCUREMENT OF WORKS

Conducting Geotechnical Investigation in connection with “Hydro-morphological Study for investigating Suitability of the Char Harirampur of the Padma River for 1000MW Solar Power Plant”

Invitation for Tender No: 42.07.007.06.05.2756.2024/1691
Issued on: 12/06/2024
IWM is established by the Govt. under the trust Act to work as a Centre of Excellence in the field of water modelling, computational hydraulics and related sciences.

INVITATION FOR TENDERS

Sealed tenders are hereby invited from eligible tenderers as defined in the tender documents for Conducting Geotechnical Investigation in connection with “Hydro-morphological Study for investigating Suitability of the Char Harirampur of the Padma River for 1000MW Solar Power Plant” as per terms and conditions stated in the tender document. Tender document will be available at office of the Manager (Admin), Institute of Water Modelling (IWM), IWM Bhaban, House 06, Road 3C, Block H, Sector: 15, Uttara, Dhaka-1230, Bangladesh from June 27, 2024 10:00 AM till July 03, 2024 3:00 PM, while last date of receiving tender is July 04, 2024 3:00 PM and the submitted tender will be opened on same day at 3:30 PM.

Quoted cost should be valid for a period of 90 days and be accompanied by (i) Tender Security, (ii) Experience Certificate on relevant works in projects and (iii) Bank transaction certificate & TIN Certificate. The authority reserves the right to accept or reject or any or the entire tender without assigning any reasons whatsoever. The tender document can also be downloaded from the website of IWM.

Sarwat Jahan
Director, River Morphology and Engineering Division
Institute of Water Modelling (IWM)
IWM Bhaban, House 06, Road 3C, Block H Sector 15, Uttara, Dhaka-1230, Bangladesh
**Invitation for Tender (Revised)**

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<tr>
<td>1.</td>
<td>Ministry/Division</td>
<td>Ministry of Water Resources</td>
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<td>2.</td>
<td>Agency</td>
<td>Institute of Water Modelling (IWM)</td>
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<tr>
<td>3.</td>
<td>Procuring Entity Name</td>
<td>Sarwat Jahan, Principal Specialist, IWM</td>
</tr>
<tr>
<td>4.</td>
<td>Procuring Entity District</td>
<td>Dhaka</td>
</tr>
<tr>
<td>5.</td>
<td>Invitation for</td>
<td>Conducting Geotechnical Investigation in connection with “Hydro-morphological Study for investigating Suitability of the Char Harirampur of the Padma River for 1000MW Solar Power Plant”</td>
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<td>6.</td>
<td>Invitation Ref. No &amp; Date</td>
<td>42.07.007.06.05.2756.2024/1691, Date: 12/06/2024</td>
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<td>7.</td>
<td>Procurement Method:</td>
<td>Open Tendering Method (OTM)</td>
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<td>8.</td>
<td>Budget and Source of Funds:</td>
<td>IWM</td>
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<td>9.</td>
<td>Project Name</td>
<td>Hydro-morphological Study for investigating Suitability of the Char Harirampur of the Padma River for 1000MW Solar Power Plant</td>
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<td>10.</td>
<td>Tender No. &amp; Date:</td>
<td>IWM/PW-01/2024, Date: 12/06/2024</td>
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<tr>
<td>11.</td>
<td>Tender schedule price</td>
<td>N/A</td>
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<td>12.</td>
<td>Tender schedule last collection date</td>
<td>03-07-2024, upto 3:00 PM</td>
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<td>13.</td>
<td>Tender Submission Date &amp; Time</td>
<td>04-07-2024, upto 3:00 PM</td>
</tr>
<tr>
<td>14.</td>
<td>Tender Box Opening Date &amp; Time</td>
<td>04-07-2024, 3:30 PM</td>
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<tr>
<td>15.</td>
<td>Location for Collection of the Tender Document:</td>
<td>Institute of Water Modelling (IWM), IWM Bhaban, House 06, Road 3C, Block H, Sector: 15, Uttara, Dhaka-1230, Bangladesh</td>
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<tr>
<td>16.</td>
<td>Name and Address of the Office for Receiving the Tender:</td>
<td>Institute of Water Modelling (IWM), IWM Bhaban, House 06, Road 3C, Block H, Sector: 15, Uttara, Dhaka-1230, Bangladesh</td>
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<tr>
<td>17.</td>
<td>Tender Opening Date, Time and Place:</td>
<td>04-07-2024, at 3:30 PM</td>
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<tr>
<td>18.</td>
<td>Eligibility of Tenderer</td>
<td>The invitation for tender is open to all eligible tenderers who satisfy: (a) the minimum number of years of general experience in soil investigation works shall be 10 (ten) years counting backward from the date of publication of IFT in the newspaper, (b) experience of offshore boring, (c) a valid trade license, an income tax registration certificate, up to date income tax clearance certificate, VAT registration certificate.</td>
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<tr>
<td>19.</td>
<td>Brief Description of Package:</td>
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<tr>
<td></td>
<td>Description of materials</td>
<td>Price of tender document (Tk)</td>
</tr>
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<tr>
<td>(i).</td>
<td>Geotechnical investigation (Drilling borehole using auto-trip hammer, plate load test, soil resistivity test, etc.), (ii). Sampling for Laboratory Analysis (Direct shear test, Liquefaction Analysis, Laboratory CBR, Chemical test of water and soil), (iii). Reporting</td>
<td>N/A</td>
</tr>
<tr>
<td>20.</td>
<td>Name of Official Inviting Tender</td>
<td>S M Mahbubur Rahman, Executive Director, IWM</td>
</tr>
<tr>
<td>21.</td>
<td>Contact details of Official Inviting Tender</td>
<td>Telephone: 880 55087611-14, Fax: 880 55087615</td>
</tr>
<tr>
<td>22.</td>
<td>Special Instruction</td>
<td>The procuring entity reserves the right to accept or reject all tenders without assigning any cause.</td>
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Section 1. Instructions to Tenderers

A. General

1. Scope of Tender

1.1 The Procuring Entity, as indicated in the Tender Data Sheet (TDS) issues this Tender Document for the procurement of Works and physical 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:

(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) “Tenderer” means a Person who submits a Tender;

(f) “Tender Document” means the Document provided by a Procuring Entity to a Tenderer as a basis for preparation of the Tender; and

(g) “Tender” depending on the context, means a Tender submitted by a Tenderer for execution of Works and physical services to a Procuring Entity in response to an Invitation for Tender.

3. Corrupt, Fraudulent, Collusive, Coercive (or Obstructive in case of Development Partner) Practices

3.1 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.

3.2 For the purposes of ITT Sub Clause 3.3, the terms set forth below as follows:

a. “corrupt practice” means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of 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.

3.3 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. In case of obstructive practice, this will be dealt in accordance with Development Partners Guidelines.

3.4 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:

(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.

3.5 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 17.

3.6 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.

4. Eligible Tenderers

4.1 This Invitation for Tenders is open to all potential Tenderers.

4.2 Tenderers shall have the legal capacity to enter into the Contract under the Applicable Law.
4.3 Tenderers shall be enrolled in the relevant professional or trade organisations registered in Bangladesh.

4.4 Tenderers may be a physical or juridical individual or body of individuals, or company invited to take part in public procurement or seeking to be so invited or submitting a Tender in response to an Invitation for Tenders.

4.5 Tenderers shall have fulfilled its obligations to pay taxes under the provisions of laws and regulations of Bangladesh.

4.6 Tenderers and all parties constituting the Tenderer shall not have a conflict of interest.

4.7 Tenderer 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 Clause 3.4 (or obstructive practice, in case of Development Partner) in relation to the Development Partner’s Guidelines in projects financed by Development Partner.

4.8 Tenderers are not restrained or barred from participating in Public Procurement on grounds of poor performance in the past under any Contract.

4.9 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.

4.10 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.

4.11 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity will reasonably request.

B. Tender Document

5. Tender Document

5.1 The Sections comprising the Tender Document are listed below, and should be read in conjunction with any Addendum issued under ITT Clause 11.

- 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
Tender Document for Conducting Geotechnical Investigation in connection with "Hydro-morphological Study for investigating Suitability of the Char Harirampur of the Padma River for 1000MW Solar Power Plant"

- Section 8  Particular Specifications
- Section 9  Drawings.

6. Clarification of Tender Document

6.1 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.

7. Addendum to Tender Document

7.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity on its own initiative or in response to a clarification request in writing from a Tenderer, may revise the Tender Document by issuing an Addendum.

7.2 The Addendum issued under ITT Sub Clause 7.1 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 the Tender Documents, within five (5) working days of issuance of such Addendum, to enable Tenderers to take appropriate action.

7.3 If an Addendum is issued when time remaining is less than one-third of the time allowed for the preparation of Tenders, the Procuring Entity at its discretion 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. In any case, the minimum time for such extension shall not be less than three (3) working days.

C. Qualification Criteria

8. General Criteria

8.1 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.

8.2 In addition to meeting the eligibility criteria, as stated under ITT Clause 4, Tenderers must satisfy the other criteria stated in ITT Clauses 9 to 12 inclusive.

8.3 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 9.1(a), and specific experience unless otherwise of different nature, as stated under ITT Sub Clause 9.1(b) shall not be separately applicable for each individual lot.
9. Experience Criteria

9.1 Tenderers shall have the following minimum level of construction experience to qualify for the performance of the Works under the Contract:

(a) a minimum number of years of general experience in the construction of works as specified in the TDS; and

(b) specific experience 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.

10. Financial Criteria

10.1 Tenderer shall have the following minimum level of financial capacity to qualify for the performance of the Works under the Contract.

(a) the average annual construction turnover as specified in the TDS during the period specified in the TDS;

(b) availability of minimum liquid assets i.e. working capital or credit line(s) from any scheduled Bank of Bangladesh, net of other contractual commitments, of the amount as specified in the TDS.

(c) The Minimum Tender Capacity as specified in the TDS.

11. Personnel Capacity

11.1 Tenderers shall have the minimum level of personnel capacity to qualify for the performance of the Works under the Contract consisting of key personnel with qualifications and experience as specified in the TDS.

12. Equipment Capacity

12.1 Tenders’ 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.

13. Joint Venture (JV)

13.1 No Joint Venture (JV) shall be permissible under this Invitation for Tenders. Tenders submitted in the form of JV shall be considered non-responsive.

14. Subcontractor(s)

13.1 The successful Tenderer shall under no circumstances assign the Works or any part of it to the Subcontractor(s).

D. Tender Preparation

15. Only one Tender

15.1 Tenderers shall submit only one (1) Tender for each lot. Tenderer who submits or participates in more than one (1) Tender in one (1) lot of a package or in one (1) package with one (1) lot will cause all the Tenders of that particular Tenderer to be rejected.
16. Cost of Tendering

16.1 Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

17. Issuance and Sale of Tender Document

17.1 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.

18. Language of Tender

18.1 Tenders shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or Bangla.

19. Contents of Tender

19.1 The Tender prepared by the Tenderer shall comprise the following:

(a) Tender Submission Letter (Form PW2a-1) as stated under ITT Sub Clause 20.1;

(b) Tenderer Information (Form PW2a-2) as furnished in Section 5: Tender Forms;

(c) the priced Bill of Quantities for each lot as stated under ITT Sub Clause 20.21 and 22;

(d) the Tender Security as stated under ITT Clauses 26, 27 and 28;

(e) the written confirmation authorizing the signatory of the Tender to commit the Tenderer, as stated under ITT Sub Clause 31.2;

(f) the Valid Trade License;

(g) documentary evidence of Tax Identification Number (TIN) and VAT as a proof of fulfilment of taxation obligations as stated under ITT Sub Clause 4.5;

(h) documentary evidence as stated under ITT Clause 23 establishing the Tenderer’s eligibility and minimum qualifications required to be met for due performance of the Works and physical services under the Contract;

(i) document establishing legal and financial autonomy and compliance with commercial law, as stated under ITT Sub Clause 4.10 in case of government owned entity;

(j) tenderer’s past performance information in (Form PW2A-2A) & documentary evidence for past performance evaluation and rating matrix as stated under ITT Sub Clause 40.3;

(k) tenderer’s capacity information in (Form PW2A-2B) & documentary evidence for tenderers capacity; and

(l) any other document as specified in the TDS.
<table>
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<tr>
<th>Section</th>
<th>Description</th>
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| 20. Tender Submission Letter and Bill of Quantities | 20.1 Tenderers shall submit the Tender Submission Letter (Form PW2a-1), 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 rejected as being incomplete.  
20.2 Tenderers shall submit the priced BOQ using the form(s) furnished in Section 6: Bill of Quantities.  
20.3 If in preparing its Tender, the Tenderer has made errors in the unit rate 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 person of the Tenderer. |
| 21. Tender Prices | 21.1 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. The price to be quoted in the Tender Submission Letter shall be the total price of the Tender.  
21.2 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 Procuring Entity 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.  
21.3 All applicable taxes, custom duties, VAT and other levies payable by the Contractor under the Contract shall be included in the unit prices and the total Tender price submitted by the Tenderer.  
21.4 The price of a Contract shall be fixed in which case the unit prices may not be modified in response to changes in economic or commercial conditions. |
| 22. Tender Currency | 22.1 Tenderers shall quote all prices in the Tender Submission Letter and in the BOQ in Bangladesh Taka (BDT) currency. |
23. Documents Establishing the Eligibility and Qualification of the Tenderer

23.1 Tenderers shall complete and submit the documentary evidence, as applicable to satisfy the following:

(a) complete the eligibility declarations in the Tender Submission Letter (Form PW2a-1);
(b) complete the Tenderer Information (Form PW2a-2);
(c) general experience in construction works as stated under ITT Sub Clause 9.1(a), substantiated by the year of registration/constitution/licensing in its country of origin;
(d) specific experience in construction works under public sector of similar nature and size as stated ITT Sub Clause 9.1(b), substantiated by Completion Certificate(s) issued by the relevant Procuring Entity(s);
(e) 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 10.1(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;
(f) adequacy of minimum liquid assets i.e working capital substantiated by Audit Reports mentioned in (j) below or credit line(s), substantiated by any scheduled Bank of Bangladesh in the format as specified (Form PW2a-3), 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 10.1(b);
(g) key personnel along with their qualification and experience proposed for the Contract as stated under ITT Clause 11.1;
(h) major items of construction equipment proposed to carry out the Contract as stated under ITT Clause 12.1, substantiated by statement(s) in its letter-head pad declaring source of its availability;
(i) authority(s) to seek references from the Tenderer’s Bankers or any other sources in its letter-head pad;
(j) 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, substantiated by Audit Reports.

24. Validity Period of Tender

24.1 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission deadline prescribed by the Procuring Entity. A Tender valid for a period shorter than that specified shall be considered as non-responsive.
| 25. Extension of Tender Validity and Tender Security | 25.1 In exceptional circumstances, prior to the expiration of the Tender Validity period, the Procuring Entity may solicit all the Tenderers’ consent to an extension of the period of validity of their Tenders; provided that those Tenderers have passed the preliminary examination as stated under ITT Sub Clause 41.2.  

25.2 The request and the responses shall be made in writing. Validity of the Tender Security provided under ITT Clause 27.2 shall also be suitably extended for twenty eight (28) days beyond the new date for the expiry of the Tender Validity. If a Tenderer does not respond or refuses the request it shall not forfeit its Tender Security, but its Tender shall no longer be considered in the evaluation proceedings. A Tenderer agreeing to the request will not be required or permitted to modify its Tender. |
| 26. Tender Security | 26.1 Tenderer shall furnish as part of its Tender, in favour of the Procuring Entity or as otherwise directed on account of the Tenderer, a Tender Security in original form (not copy) and in the amount, as specified in the TDS.  

26.2 In case of substitution of the Tender as stated under ITT Sub Clause 37.1a new Tender Security shall be required in the substituted Tender. |
| 27. Form of Tender Security | 27.1 The Tender Security shall be at the Tenderer’s option, be either in the form of a Bank Draft or Pay Order or Bank Guarantee.  

27.2 The Tender Security shall remain valid for at least twenty eight (28) days beyond the expiry date of the Tender Validity. |
| 28. Authenticity of Tender Security | 28.1 The authenticity of the Tender Security submitted by a Tenderer may be examined and verified by the Procuring Entity at its discretion in writing from the Bank issuing the security.  

28.2 If a Tender Security is found to be not authentic, the Procuring Entity may proceed to take measures against that Tenderer as stated under ITT Sub Clause 3.2.  

28.3 A Tender not accompanied by a valid Tender Security shall be considered non-responsive. |
| 29. Return of Tender Security | 29.1 No Tender Security shall be returned to the Tenderers before contract signing.  

29.2 Unsuccessful Tenderer’s Tender Security will be discharged or released as soon as possible but within 28 days after the expiry of the Tender Validity period as stated under ITT Clause 24. |
| 30. Forfeiture of Tender Security | 30.1 The 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 24 and 25; or |
(b) refuses to accept a Notification of Award, as stated under ITT Sub Clause 53.3; or  
(c) refuses to sign the Contract, as stated under ITT Sub Clause 55.2; or  
(d) does not accept the correction of the Tender price following the correction of arithmetic errors, as stated under ITT Clause 44; or  
(e) fails to furnish Performance Security as stated under ITT Sub Clause 54.1;  

31. Format and Signing of Tender  
31.1 Tenderers shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 19 and clearly mark it “ORIGINAL.” In addition, the Tenderers shall prepare the number of copies of the Tender, as specified in the TDS and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the ORIGINAL shall prevail.  
31.2 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 Tender specific authorization shall be attached to the Tender Submission Letter (Form PW2a-1). 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 by the person signing the Tender.  
31.3 Any interlineations, erasures, or overwriting will be valid only if they are signed or initalled by the Person signing the Tender.  

E. Tender Submission  
32. Sealing, & Marking of Tender  
32.1 Tenderers shall enclose the original in one (1) envelope and all the copies of the Tender, in another envelope, duly marking the envelopes as “ORIGINAL (O)” and “COPY”. These sealed envelopes will then be enclosed and sealed in one (1) single outer envelope with all the relevant particulars of the Tender on the envelopes.  

33. Deadline for Submission of Tender  
33.1 Tenders shall be delivered by hand or by mail, including courier services at the address(s) as specified in the TDS and not later than the date and time specified in the TDS.  
33.2 The Procuring Entity may, at its discretion, extend the deadline for submission of Tender as stated under ITT Sub Clause 33.1, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be subject to the new deadline as extended.
33.3 If submission of Tenders is allowed in more than one location, the date and time, for submission of Tenders for both the primary and the secondary place(s), shall be the “same and not different” as specified in the TDS.

33.4 The Procuring Entity shall ensure that the Tenders received at the secondary place(s) are hand-delivered at the primary place as stated under ITT Sub Clause 33.1, within 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.

34. Late Tender

34.1 Any Tender received by the Procuring Entity after the deadline for submission of Tenders as stated under ITT Sub Clause 33.1 shall be declared LATE and returned unopened to the Tenderer.

35. Modification, Substitution or Withdrawal of Tender

35.1 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; provided that such written notice including the affidavit is received by the Procuring Entity prior to the deadline for submission of Tenders as stated under ITT Clause 33

36. Tender Modification

36.1 Tenderers shall not be allowed to retrieve its original Tender, but shall be allowed to submit corresponding modification to its original Tender marked as “MODIFICATION (M)”. 

37. Tender Substitution

37.1 Tenderers shall not be allowed to retrieve its original Tender, but shall be allowed to submit another Tender marked as “SUBSTITUTION (S)”. 

38. Tender Withdrawal

38.1 Tenderers shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as “WITHDRAWAL (W)”. 

F. Tender Opening & Evaluation

39. Tender Opening

39.1 Tenders 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 39.2.

39.2 If submission of Tenders is allowed in more than one location as stated under ITT Sub Clause 33.3 and 33.4, Tenders shall be opened, immediately after receipt of Tenders from all the secondary place(s), at the primary place at the date and time as stated under ITT Sub Clause 39.1.

39.3 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.
39.4 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 35.1.

39.5 Ensuring that only the correct (M), (S), and (O) envelopes are opened, details of each Tender will be dealt with as follows:

(a) the Chairperson of the TOC will read aloud each Tender and record in the Tender Opening Sheet (TOS):

(i) the name and address of the Tenderer;
(ii) state if it is a withdrawn, modified, substituted or original Tender;
(iii) the Tender price;
(iv) the official cost estimate;
(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) all pages of the original version of the Tender, except for un-amended printed literature, will be initialled by members of the TOC.

39.6 Upon completion of Tender opening, all members of the TOC and the Tenderers or Tenderer’s duly authorised representatives attending the Tender 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.

39.7 No Tender will be rejected at the Tender opening stage except the LATE Tenders as stated in the ITT Clause 34.

40. Evaluation Process

40.1 Tender Evaluation Committee (TEC) may consider a Tender 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 Tender opening following four steps:

(a) Preliminary Examination;
(b) Technical Examinations and Responsiveness;
(c) Financial evaluation and price comparison;
(d) Post-qualification of the Tender.

40.2 Tenderers having quoted the tender price more than 10 (Ten) percent above or below the official cost estimate, the tender will be rejected.
40.3 In case of tie for the lowest evaluated price, the tenderer shall be selected based on the “Past Performance Evaluation Matrix” to be used in assessing the Tenderer’s quality as stated below:

**Past Performance Evaluation Matrix**

<table>
<thead>
<tr>
<th>Aspect No.</th>
<th>Aspect</th>
<th>Point</th>
<th>Score</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Total Number of Works Contract successfully completed within only PE’s organization during last 5 years</td>
<td>140</td>
<td>Score 1 = [ \frac{A}{B} \times 140 ]</td>
<td>Tenderers shall submit a list of Successfully Completed Contracts (in Form-PW2A-2A) during the last 5 years under the Procuring Entity’s organization inviting tender, supported by Completion Certificates. A Contract not supported by Completion Certificate shall not be taken into evaluation. TEC shall determine the Total Number and Total Value of Contracts from the List as provided by the Tenderers for which the Contract Value of each Contract is up to +75% of the Official Cost Estimate of the proposed Work.</td>
</tr>
<tr>
<td>2</td>
<td>Total Value of Works Contract successfully completed within only PE’s organization during last 5 years</td>
<td>100</td>
<td>Score 2 = [ \frac{C}{D} \times 100 ]</td>
<td>Tenderers shall submit a list of On-going Contracts and Current Commitments (in Form-PW2A-2A) under any government organization supported by Contract Agreement / Notice to Proceed. A Contract not supported by Contract Agreement / Notice to Proceed shall not be taken into consideration.</td>
</tr>
<tr>
<td>3</td>
<td>Total Value of On-going works and Current Commitment under all PEs Organization as shown in Tender Capacity Formula</td>
<td>60</td>
<td>Score 3 = [ \frac{E}{F} \times 60 ]</td>
<td>Tenderers shall submit a list of On-going Contracts and Current Commitments (in Form-PW2A-2A) under any government organization supported by Contract Agreement / Notice to Proceed. A Contract not supported by Contract Agreement / Notice to Proceed shall not be taken into consideration.</td>
</tr>
</tbody>
</table>

40.4 If the total score of all the Tenderers becomes 0.00 (zero), the Tender shall be rejected for Re-Tendering.

40.5 In very rare case of highest equal Total Scores, Winner shall be selected according to Score 1, if Score 1 is same then Winner shall be selected according to Score 2. Otherwise, Tender shall be rejected for Re-Tendering.
41. Preliminary Examination

41.1 TEC shall examine the Tenders to confirm that all documentation requested in ITT Clause 19 has been provided, to determine the completeness of each document submitted.

41.2 TEC shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the Tender shall be rejected.

(a) Tender Submission Letter;
(b) Priced Bill of Quantities;
(c) Written confirmation of authorization to commit the Tenderer; and
(d) Valid Tender Security.

41.3 Tenderers having quoted the tender price more than 10 (Ten) percent above or below the official cost estimate, the tender will be rejected.

42. Technical Examination & Responsiveness

42.1 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.

42.2 There shall be no requirement as to the minimum number of responsive Tenders.

42.3 There shall be no automatic exclusion of Tenders which are above or below the official estimate.

42.4 TEC shall examine the adequacy and authenticity of the documentary evidence as stated under ITT Clause 23.

42.5 TEC shall further examine the terms and conditions specified in Section 7: General Specifications and Section 8: Particular Specifications.

42.6 If after the examination, TEC determines that the Tender has complied the terms and conditions and the technical aspects, set out in ITT Sub Clause 42.4 & 42.5, it shall be considered responsive.

43. Clarification on Tender

43.1 TEC may ask Tenderers for clarifications of their Tenders, including breakdowns of unit rates, in order to assist the examination and evaluation of the Tenders.

43.2 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 Tender.

43.3 If a Tenderer does not provide clarifications of its Tender by the date and time, its Tender shall not be considered in the evaluation.
44. Correction of Arithmetical Errors

44.1 Provided that the Tender is responsive, 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.

44.2 TEC shall correct the arithmetic errors and shall promptly notify the concerned Tenderer(s) if the Tenderer that does not accept the correction of arithmetic errors, its Tender shall be considered non-responsive.

45. Financial Evaluation

45.1 TEC shall evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the requirements set out in the Tender Document.

45.2 To evaluate a Tender, the TEC shall consider the Tender price after adjustments for correction of arithmetical errors, as stated under ITT Sub Clause 44.1.

45.3 Variations, deviations and other factors which are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Procuring Entity will not be taken into account in the Tender evaluation.

45.4 To determine the lowest-evaluated lot(s), the TEC will take into account:

(a) the lowest-evaluated Tender for each lot;

(b) the resources sufficient to meet the qualifying criteria for the individual lot or aggregate of the qualifying criteria for the multiple lots.

46. Price Comparison

46.1 TEC will compare all responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause45.
46.2 In the extremely unlikely event that there is a tie for the lowest evaluated price, the Tenderer with the superior past performance of works with the Procuring Entity and, if necessary, with the other Procuring Entities, shall be selected, whereby factors such as quality of Works executed, complaints history and performance as stated in ITT sub clause 40.3 shall be selected.

46.3 The successful Tenderer as stated under ITT Sub Clauses 46.1 shall not be selected through lottery under any circumstances.

47. Negotiations

47.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer.

48. Post-qualification

48.1 The determination on Post-Qualification shall be based upon an examination of the documentary evidence of the Tenderer’s eligibility and qualifications submitted by the Tenderer, pursuant to ITT Clause 23, clarifications in accordance with ITT Clause 43 and the qualification criteria indicated in ITT Clause 8, 9,10,11 and 12. Factors not included therein shall not be used in the evaluation of the Tenderer’s qualification.

48.2 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 with the next lowest evaluated Tender price and so on from the remaining responsive Tenders, if the evaluated cost of the Tender is acceptable to the TEC.

49. Procuring Entity’s Right to Accept any or to Reject Any or All Tenders

49.1 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.

50. Rejection of All Tenders

50.1 The Procuring Entity may, in the circumstances as stated under ITT Sub Clause 50.2 reject all Tenders following recommendations from the TEC only after the approval of such recommendations by the Head of the Procuring Entity.

50.2 All Tenders can be rejected, if -

(a) the price of the lowest evaluated Tender significantly exceeds the official estimated cost, 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) all Tenders are non-responsive; or
(d) evidence of professional misconduct, affecting seriously the Procurement process, is established pursuant to Rule 127 of the Public Procurement Rules, 2008.

51. Informing Reasons for Rejection

51.1 Notice of the rejection will be given promptly within seven (7) working days of decision taken by the Procuring Entity to all Tenderers and, the Procuring Entity 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

52. Award Criteria

52.1 The Procuring Entity shall award the Contract to the Tenderer whose Tender 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 Clouse 48.

53. Notification of Award

53.1 Prior to the expiry of the Tender Validity period and within one (1) week of receipt of the approval of the award by the Approving Authority, the Procuring Entity shall issue the Notification of Award (NOA) to the successful Tenderer.

53.2 The NOA, attaching the contract as per the sample (Form PW2a-4) to be signed, shall state:

(a) the acceptance of the Tender by the Procuring Entity;
(b) the price at which the contract is awarded;
(c) the date and time within which the Contract shall be signed.

53.3 The NOA shall be accepted by the successful Tenderer within seven (7) working days from the date of its receiving.

53.4 Until a formal contract is signed, the NOA will constitute a Contract, which shall become binding upon the signing of the Contract by both parties.

54. Performance Security

54.1 Performance Security shall be provided by the successful Tenderer in BDT currency, of the amount as specified in the TDS.

54.2 The Procuring Entity shall increase the amount of the Performance Security up to 25% of the contract price in case the Tender price is significantly below the updated official estimated cost or unbalanced as a result of front loading on the recommendation of TEC.

54.3 The proceeds of the Performance Security shall be payable to the Procuring Entity unconditionally upon first written demand as compensation for Contractor’s failure to complete its obligations under the Contract.
54.4 In the event a Government owned enterprise is the successful Tenderer, Performance Security, shall not be required and, in lieu, there shall be Retention Money as specified in the TDS.

54.5 Performance Security, as stated under ITT Clause 54.1, may be in the form of a Bank Draft, Pay Order or an irrevocable unconditional Bank Guarantee in the format (Form PW2A-6), without any alteration, issued by any scheduled Bank of Bangladesh acceptable to the Procuring Entity.

54.6 Within fourteen (14) days from the date of acceptance of the 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 54.1.

54.7 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.

55. Contract Signing

55.1 Within twenty-eight (28) days of the issuance of the NOA, the successful Tenderer and the Procuring Entity shall sign the contract.

55.2 Failure of the successful Tenderer to sign the Contract, as stated under ITT Sub Clause 55.1, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated responsive Tenderer, who is determined by the TEC to be qualified to perform the Contract satisfactorily.

56. Publication of Notification of Award of Contract

56.1 The NOA for contracts of BDT one crore and above shall be notified by the Procuring Entity to the Central Procurement Technical Unit (CPTU) within seven (7) days of its issuance for publication in their website and that notice shall be kept posted for not less than a month.

56.2 The NOA for contracts below BDT one crore shall be published by the Procuring Entity on its Notice Board and where applicable, on website of the Procuring Entity and, that notice shall be kept posted for not less than a month.

57. Debriefing of Tenderers

57.1 Debriefing of Tenderers by the Procuring Entity 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.

58. Right to Complain

58.1 Tenderer has the right to complain in accordance with the Public Procurement Act 2006 and the Public Procurement Rules, 2008.
### Section 2. Tender Data Sheet

<table>
<thead>
<tr>
<th>ITT Clause</th>
<th>Amendments of, and Supplements to, Clauses in the Instructions to Tenderers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>A. General</strong></td>
</tr>
<tr>
<td>ITT 1.1</td>
<td>The Procuring Entity is <em>Executive Director, Institute of Water Modelling, Dhaka.</em> Represented by <em>Sarwat Jahan, Director, River Morphology and Engineering Division, IWM, Dhaka.</em> The Name of the Tender is: <strong>Conducting Geotechnical Investigation in connection with “Hydro-morphological Study for investigating Suitability of the Char Harirampur of the Padma River for 1000MW Solar Power Plant”</strong> Tender Ref: 42.07.007.06.05.2756.2024/1691, Date: 12/06/2024 Lot No(s): <strong>01 (One)</strong></td>
</tr>
<tr>
<td></td>
<td><strong>B. Tender Document</strong></td>
</tr>
</tbody>
</table>
| ITT 6.1    | For **clarification of Tender Document purposes** only, the Procuring Entity’s address is: Attention: *Sarwat Jahan*  
*Director, River Morphology and Engineering Division, IWM, Dhaka.* Address: *Institute of Water Modelling (IWM)*  
*IWM Bhaban, House 06, Road 3C, Block H, Sector: 15, Uttara Dhaka-1230, Bangladesh*  
Telephone: 880 55087611-14, Extension-153.  
Fax No.: 880 55087615  
e-mail address: srj@iwmbd.org  
and contact Procuring Entity within 04/07/2024 |
|            | **C. Qualification Criteria**                                                    |
| ITT 9.1(a) | The minimum number of years of general experience of the Tenderer in the relevant works shall be 10 (ten) years counting backward from the date of publication of IFT in the newspaper. |
| ITT 9.1(b) | The minimum specific experience in the relevant works of at least 2 (two) contract(s) of offshore boring successfully completed within the last 10 (ten) years, each with a value of at least Tk. 5 (five) lakh. |
| ITT 10.1(a) | The required average annual turnover shall be greater than Tk 20 (twenty) Lakh over the last 3 years. |
| ITT 10.1(b) | The minimum amount of liquid assets i.e. working capital or credit line(s) of the Tenderer shall be Tk 15 (Fifteen) Lakh. |
| ITT 10.1(C) | The minimum capacity shall be: 15 (Fifteen) Lakh |
A Geo-technical Expert shall have the following qualifications and experience: Minimum Bachelor in Civil Engineering with 05 years of experience in the related field.

A Project Manager shall have the following qualifications and experience: Minimum Diploma in Civil Engineering with 05 years of experience in the related field.

Tenderers shall own or have proven access to hire or lease of the major equipment in full working order as mentioned in section 6.

### D. Tender Preparation

**ITT 19.1(l)** Tenderer shall submit with its Tender, the following additional documents:

1. Turnovers for the last 3 years
2. Bank Solvency Certificate (current)
3. In case of Joint Venture, Consortium or Association, documentary evidence in non-judicial stamp
4. Attested copies of work experience certificates, and value of the works
5. An experience certificate of the similar works over a period of last 10 years
6. Approach and Methodology of work
7. List and description of equipment proposed to be used.

**ITT 23.1(j)** The required reports on the financial standing, such as profit and loss statements and audited balance sheet shall be for the past 3 (three) years.

**ITT 24.1** The Tender Validity period shall be 90 (ninety) days.

**ITT 26.1** The amount of the Tender Security shall be Tk. 50,000/- (Fifty thousand) in favour of Institute of Water Modelling (IWM) in the form of Pay Order or Bank Draft.

**ITT 31.1** 1 (One) Original and 1 (One) Copy should be submitted.

### E. Tender Submission

For **Tender submission purposes**, the Procuring Entity’s address is:

**Attention:** Sarwat Jahan  
Director, River Morphology and Engineering Division, IWM, Dhaka.

**Address:** Institute of Water Modelling (IWM)  
IWM Bhaban, House 06, Road 3C, Block H, Sector: 15, Uttara  
Dhaka-1230, Bangladesh

The deadline for submission of Tenders is:

Time & Date: At 3:00PM on 04-07-2024

### F. Tender Opening and Evaluation

**ITT 39.1** The Tender opening shall take place at:

**Address:** Institute of Water Modelling (IWM)  
IWM Bhaban, House 06, Road 3C, Block H, Sector: 15, Uttara  
Dhaka-1230, Bangladesh

Time & Date: At 3:30PM on 04-07-2024
### G. Contract Award

<table>
<thead>
<tr>
<th>ITT 54.1</th>
<th>The amount of Performance Security shall be 10% (<em>ten percent</em>) of the Contract Price.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITT 54.4</td>
<td>The Retention Money, in lieu of the Performance Security, shall be deducted from the successful Tenderer’s payable invoices during Contract implementation, if awarded the Contract. N/A</td>
</tr>
<tr>
<td>ITT 54.7</td>
<td>Performance Security shall be required to be valid until a date twenty-eight (28) days beyond the Defects Liability Period as specified in Tender Document.</td>
</tr>
</tbody>
</table>
Section 3. General Conditions Of Contract

A. General

1. Definitions

1.1 In the Conditions of Contract, which include Particular Conditions and these General Conditions, the following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined terms:

(a) **Act** means The Public Procurement Act, 2006 (Act 24 of 2006).

(b) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of contract.

(c) **Bill of Quantities (BOQ)** means the priced and completed Bill of Quantities forming part of the Contract defined in GCC Clause 22.

(d) **Compensation Events** are those defined in GCC Clause 67.

(e) **Completion Date** is the actual date of completion of the Works and physical services certified by the Project Manager, in accordance with GCC Clause 31 & 32.

(f) **Contract Agreement** means the Agreement entered into between the Procuring Entity and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein to execute, complete, and maintain the Works.

(g) **Contract Documents** means the documents listed in GCC Clause 6, including any amendments thereto.

(h) **Contractor** means the Person under contract with the Procuring Entity for the execution of Works under the Rules and the Act as stated in the PCC.

(i) **Contract Price** means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, for the execution, completion and maintenance of the Works in accordance with the provisions of the Contract.

(j) **Contractor's Tender** is the completed Tender Document including the priced BOQ and the Schedules submitted by the Contractor to the Procuring Entity.

(k) **Cost** means all expenditures reasonably incurred or to be incurred by the Contractor, whether on or off the Site,
including overhead, profit, taxes, duties, fees and such other similar levies.

(l) **Day** means calendar day unless otherwise specified as working days.

(m) **Defect** is any part of the work not completed in accordance with the Contract.

(n) **Defects Correction Certificate** is the certificate issued by the Project Manager upon correction of defects by the Contractor.

(o) **Drawings** include calculations and other information provided in Section 9 or as approved by the Project Manager for the execution and completion of the Contract.

(p) **Equipment** is the Contractor’s apparatus, machinery, vehicles and other things required for the execution and completion of the Works and remedying any defects excluding Temporary Works and the Procuring Entity’s Equipment (if any), Plant, Materials and any other things to form or forming part of the Permanent Works.

(q) **GCC** means the General Conditions of Contract.

(r) **Government** means the Government of the People’s Republic of Bangladesh.

(s) "**Head of the Procuring Entity**" means the Secretary of a Ministry or a Division, the Head of a Government Department or Directorate; or the Chief Executive, or as applicable, Divisional Commissioner, Deputy Commissioner, Zilla Judge; or by whatever designation called, of a local Government agency, an autonomous or semi-autonomous body or a corporation, or a corporate body established under the Companies Act.

(t) **Materials** means things of all kinds other than Plant intended to form or forming part of the Permanent Works, including the supply-only materials, if any, to be supplied by the Contractor under the Contract.

(u) **Month** means calendar month.

(v) **Original Contract Price** is the Contract Price stated in the Procuring Entity’s Notification of Award and further clearly determined in the Contract.

(w) **Permanent works** means the permanent works to be executed by the Contractor under the Contract.

(x) **PCC** means the Particular Conditions of Contract.
(y) **Plant** means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Procuring Entity and relating to the construction of the Works and physical services.

(z) **Procuring Entity** means a Procuring Entity having administrative and financial powers to undertake procurement of Works and physical services using public funds and is as named in the **PCC** who employs the Contractor to carry out the Works.

(aa) **Project Manager** is the person named in the **PCC** or any other competent person appointed by the Procuring Entity and notified to the Contractor who is responsible for supervising the execution and completion of the Works and physical services and administering the Contract.

(bb) **Schedules** means the document(s) entitled schedules, completed by the Contractor and submitted with the Tender Submission Letter, as included in the Contract. Such document may include the data, lists and schedules of rates and/or prices.

(cc) **Site** means the places where the Permanent Works are to be executed including storage and working areas and to which Plant and Materials are to be delivered, and any other places as may be specified in the **PCC** as forming part of the Site.

(dd) **Specification** means the Specification of the Works included in the Contract and any modifications or additions to the specifications made or approved by the Project Manager in accordance with the Contract.

(ee) **Start Date** is the last date by which the Contractor shall commence execution of the Works under the Contract.

(ff) **Temporary Works** means all temporary works of every kind other than Contractor’s Equipment required on the Site for the execution and completion of the Permanent Works and remedying of any defects.

(gg) **Variation** means any change to the Works directly procured from the original Contractor to cover increases or decreases in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

(hh) **Works** means all works associated with the construction, reconstruction, site preparation, demolition, repair, maintenance or renovation of
railways, roads, highways, or a building, an infrastructure or structure or an installation or any construction work relating to excavation, installation of equipment and materials, decoration, as well as physical services ancillary to works as detailed in the PCC, if the value of those services does not exceed that of the Works themselves.

(ii) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

2. **Communications & Notices**

2.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the addresses specified in the PCC. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

3. **Governing Law**

3.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.

4. **Governing Language**

4.1 The Contract shall be written in English. All correspondences and documents relating to the Contract may be written in English or Bangla.

5. **Documents Forming the Contract and Priority of Documents**

5.1 The following documents forming the Contract shall be interpreted in the following order of priority:

(a) signed Contract Agreement (Form PW2a-5);
(b) Notification of Award (PW2a-4);
(c) the completed Tender;
(d) the Particular Conditions of Contract;
(e) the General Conditions of Contract;
(f) the Technical Specifications;
(g) the General Specifications;
(h) the Drawings;
(i) the priced Bill of Quantities and the Schedules; and
(j) any other document listed in the PCC forming part of the Contract.

6. **Scope of Works**

6.1 The Works to be executed, completed and maintained shall be as specified in the BOQ, the General and Particular Specifications and Drawings.

7. **Assignment**

7.1 Neither the Contractor nor the Procuring Entity shall assign, in whole or in part, its obligations under the Contract.

8. **Eligibility**

8.1 The Contractor or its Sub Contractor shall be a Bangladeshi national.
9. **Gratuities / Agency Fees**  
   9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or in the Contract, have been given or received in connection with the procurement process or in the Contract execution.

10. **Possession of the Site**  
   10.1 The Procuring Entity shall give possession of the Site to the Contractor on the date specified in the PCC. If possession of the Site is not given by the date specified, the Procuring Entity will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event as stated under GCC Sub Clause 38.1(a).

11. **Procuring Entity’s Responsibilities**  
   11.1 The Procuring Entity shall pay the Contractor, in consideration of the satisfactory progress of execution and completion of the Works and physical services, and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract Agreement.

12. **Contractor’s Responsibilities**  
   12.1 The Contractor shall execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract Agreement.

13. **Taxes and Duties**  
   13.1 The Contractor shall be entirely responsible for all applicable taxes, custom duties, VAT and other levies imposed or incurred inside and outside Bangladesh.

14. **Contractor’s Personnel**  
   14.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the PCC, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager.

   14.2 If the Project Manager asks the Contractor to remove a particular person who is a member of the Contractor’s staff or work force from the Site, he or she shall state the reasons, and the Contractor shall ensure that the person leaves the Site within three (3) days and has no further connection with the work in the Contract.

15. **Subcontracting**  
   15.1 Subcontracting the whole of the Works by the Contractor shall not be permissible. The Contractor shall be responsible for the acts or defaults of any Subcontractor, his or her agents or employees, as if they were the acts or defaults of the Contractor.

16. **Instructions**  
   16.1 The Contractor shall carry out all instructions of the Project Manager that comply with the applicable law.

17. **Corrupt, Fraudulent, Collusive, Coercive (and Obstructive in case of Development Partner) Practices**  
   17.1 The Government and the Development Partner requires that the Procuring Entity as well as the Contractor (including subcontractors, agents, personnel, consultants and service providers), shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.
17.2 The Contractor (including sub-contractors, agents, personnel, consultants and service providers) shall permit the Government and/or the Development Partner to inspect the Contractor’s accounts and records and other documents relating to the submission of Tender and contract performance, and to have them audited by auditors appointed by the Government and/or the Development Partner, if so required.

17.3 For the purposes of GCC Sub Clause 17.4, the terms set forth below as follows:

(a) “corrupt practice” means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of a 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 a 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 a 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 the Contract, and this will include creating obstructions in the normal submission process used for Tenders; or

(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.

17.4 Should any corrupt, fraudulent, collusive, coercive practice (or obstructive practice in case of Development Partner) of any kind, in competing for or in executing the Contract, is determined by the Procuring Entity, then the Procuring Entity may, upon giving 28 days’ notice to the Contractor, terminate the Contractor’s employment under the Contract and the provisions of Clause 46 shall apply as if such expulsion had been made under sub-clause 46.1 (Termination for Default).
17.5 If corrupt, fraudulent, collusive or coercive (or obstructive in case of Development Partners) practices of any kind determined by the Procuring Entity or the Development Partner against the Contractor alleged to have carried out such practices, the Procuring Entity and/or the Development Partner shall:

a) exclude the Contractor from further participation in the particular Procurement proceeding; or

b) declare, at its discretion, the Contractor to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time; or

c) PE can debar the Contractor for a period of 1 (one) to 2 (two) years for the procurement of all procuring entities due to fundamental breach of contract.

17.6 The Contractor shall be aware of the provisions on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008 and in case of Development Partner financed contract, the Procurement Guidelines of the Development Partner.

B. Time Control

18. Start Date

18.1 Start Date is the date defined in the PCC and it is the last date by which the Contractor shall start execution of the Works under the Contract.

19. Intended Completion Date

19.1 Intended Completion Date is the date calculated from the Start Date as specified in the PCC, on which it is intended that the Contractor shall complete the Works and physical services as specified in the Contract and may be revised only by the Project Manager by issuing an extension of time.

20. Completion of Works

20.1 The Contractor shall carry out the Works in accordance with the Programme of Works submitted by the Contractor and as updated with the approval of the Project Manager as stated under GCC Clause 21 to complete them in all respects by the Intended Completion Date.

21. Programme of Works

21.1 Within the time stated in the PCC, the Contractor shall submit to the Project Manager, for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works.

21.2 The Contractor shall submit to the Project Manager for approval of an updated programme as required by the Project Manager.

22. Pro-rata Progress

22.1 The Contractor shall maintain Pro-rata progress of the Works. Progress to be achieved shall be pursuant to GCC Clause 21 and shall be determined in terms of the value of the works done.
23. Extension of the Intended Completion Date

23.1 The Contractor shall be entitled to an extension of the Intended Completion Date, if and to the extent that completion of the Works or any part thereof is or will be delayed by Compensation Events or a Variation Order.

23.2 If the Contractor considers itself to be entitled to an extension of the execution period as stated under GCC Sub Clause 23.1, the Contractor shall give notice, not later than twenty eight (28) days after the Contractor became aware or should have become aware of the event or circumstance, to the Project Manager.

23.3 The Project Manager may extend the Intended Completion Date by twenty (20) percent of the original Contract time as stated under GCC Sub Clause 19.1.

23.4 In the case an extension of the Intended Completion Date required more than twenty (20) percent of the original Contract time, approval of the Head of the Procuring Entity or an officer authorised by him/her for the same shall be required to be obtained.

C. Quality Control

24. Execution of Works

24.1 The Contractor shall construct, install and carry out the Works and physical services in accordance with the Specifications and Drawings as scheduled in GCC Clause 5.

25. Identifying Defects

25.1 The Project Manager shall check the works executed by the Contractor and notify the Contractor of any Defects found. Such checking shall not relieve the Contractor from his or her obligations. The Project Manager may also instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

26. Testing

26.1 The Contractor shall carry out routine Tests of materials and works based on the progress of works to ensure the quality of completed works in accordance with standard methods determined by the Project Manager.

26.2 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event pursuant to GCC Sub Clause 38.1(d).

27. Rejection of Works

27.1 If, as a result of an examination, inspection, measurement or testing, of Works it is found to be defective or otherwise not in accordance with the Contract, the Project Manager may reject the Works by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected Works subsequently complies with the Contract.
28. Remediial Work

28.1 Notwithstanding any test, the Project Manager by visual inspection or field tests may instruct the Contractor to:

(a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
(b) remove and re-execute any other work which is not in accordance with the Contract, and
(c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.

28.2 If the Contractor fails to comply with the instruction issued under GCC Sub Clause 28.1, the Procuring Entity shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall be liable to pay all such costs arising from this failure.

29. Correction of Defects

29.1 The Project Manager shall give notice to the Contractor, with a copy to the Procuring Entity and others concerned, of any Defects before the end of the Defects Liability Period, which begins at completion Date, and is defined in the PCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

29.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager’s notice.

30. Uncorrected Defects

30.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager’s notice, the Project Manager shall assess the cost of having the Defect corrected by it, and the Contractor shall remain liable to pay the expenditures incurred on account of correction of such Defect.

D. Cost Control

31. Contract Price

31.1 The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to Contract.

32. Bill of Quantities (BOQ)

32.1 The Bill of Quantities shall contain priced items for the construction, installation, testing, and commissioning work to be done by the Contractor.

32.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done in the Bill of Quantities for each item.

32.3 Items of works quantified in the BOQ for which no rates have been quoted shall be deemed covered by the amounts at rates of other items in the Contract and, shall under no circumstances be paid for, by the Procuring Entity.
33. Changes in the Quantities and Unit Rate

33.1 If the final quantity of the work done for any particular item increases from the quantity in the BOQ by more than twenty-five (25) percent, and, such increase in quantity of that particular item alone concurrently causes the original Contract Price to exceed by more than one (1) percent, the Project Manager shall adjust the unit rate of the item to allow for the change.

34. Issue of Variation or Extra Work Order

34.1 The Project Manager may issue a Variation Order to the Contractor to cover increase or decrease in quantities, including the introduction of new work items (non-Tendered items) that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.

34.2 The Project Manager may issue an Extra Work Order to cover the introduction of such new works necessary for the completion, improvement or protection of the original works which were not included in the original contract, on the grounds where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those usually encountered and generally recognized as inherent in the work or character provided for in the Contract.

34.3 The Project Manager deems it necessary that a Variation or Extra Work Order should be issued, he or she shall prepare the proposed order, the necessary plans, his or her computations as to the quantities of the additional Works involved per item indicating the specific locations where such Works are needed, the date of his or her inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work as stated under GCC Clause 35, together with his or her justifications for the need of such Variation or Extra Work Order, and shall submit the same to the Approving Authority.

34.4 The Head of the Procuring Entity may, in exceptions to the GCC Sub Clause 34.3 and subject to the availability of funds, in the event of extreme emergency and when time is of the essence, authorize the immediate start of work under any Variation or Extra Work Order; provided that the cumulative increase in the value of Works not yet duly approved exceeded ten (10) percent of the adjusted original Contract Price.

34.5 Increase or decrease in the quantities of any item of work included in the BOQ for the reasons other than those stated under GCC Sub Clause 34.1 and 34.2, in particular for field level actual measurements under this contract (admeasurements), not necessarily however, shall constitute a Variation.

34.6 All Variations and Extra Work Orders under the Contract shall be included in the updated Programme of Works produced by the Contractor.
35. Costing of Variation Orders or Extra Work Orders

35.1 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) working days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

35.2 If the item of work in the Variation corresponds to an item of work in the BOQ and if, in the opinion of the Project Manager, the increased quantity and cost of the works of that particular item does not concurrently cause to exceed the limit stated in GCC Sub Clause 33.1, the same unit rate in the BOQ shall be used to calculate the cost of the Variation. If the item of work in the Variation does not correspond to an item in the BOQ, the unit rates for the new items of works shall be determined based on (i) the direct unit costs used in the original Contract for other items (e.g. unit cost of cement, steel bar, labour rate, equipment rental, etc) as indicated in the Contractor’s price breakdown of the cost estimate, if available or (ii) fixed prices acceptable to both, the Procuring Entity and the Contractor, based on market prices. The direct cost of the new work items based on (i) or (ii) stated herein shall then be combined with the mark-up factor (i.e. profit, overhead and VAT) used by the Contractor in its Tender to determine the unit rate of the new items of work.

35.3 If the Contractor’s quotation is found to be unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager’s own forecast of the effects of the Variation on the Contractor’s costs.

36. Payment Certificates

36.1 The basis for payment certificates shall be BOQ used to determine the Contract price.

36.2 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the works executed less the cumulative amount certified previously.

36.3 The Project Manager shall check the Contractor’s monthly statement and certify the amount to be paid to the Contractor.

36.4 The value of work executed shall be determined by the Project Manager and, may also include the valuation of Variations or Extra Work Orders and Compensation Events.

36.5 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

37. Payments to the Contractor

37.1 The Procuring Entity shall pay the Contractor, the amounts certified by the Project Manager within twenty eight (28) days of the date of each certificate after due adjustments.
37.2 Payments for Works under Variation Orders or Extra Work Orders satisfactorily accomplished, pursuant to GCC Clause 34, may be made only after approval of the same by the Approving Authority or next higher, as appropriate.

37.3 Payments due to the Contractor in each certificate shall be made into the Bank Account, in any scheduled Bank of Bangladesh, of the legal title of the Contract specified in the PCC, nominated by the Contractor in the currency specified in the Contract.

38. Compensation Events

38.1 The following shall be Compensation Events:

(a) The Procuring Entity does not give access to or possession of the Site or part of the Site by the Site Possession Date as stated under GCC Sub Clause 10.1;

(b) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notification of Award;

(c) Other Contractors, public authorities, utilities, or the Procuring Entity do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor;

(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects as stated under GCC sub Clause 26.2;

(e) Other Compensation Events described in the Contract or determined by the Project Manager in the PCC shall apply;

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended.
39. Performance Security & Retention Money

39.1 The Procuring Entity shall retain Retention Money from the progressive payments due to the Contractor at the percentage specified in the PCC until completion of the whole of the Works under the Contract.

39.2 The Procuring Entity shall notify the Contractor of any claim made against the Bank issuing the Performance Security.

39.3 On completion of the whole of the Works, the first half of the total amount retained under GCC Sub Clause 39.1, shall be returned to the Contractor and the remaining second half after the Defects Liability Period has passed and the Project Manager has certified in the form of Defects Corrections Certificate.

39.4 Procuring Entity may claim against the Retention Money and/or Performance Security if any of the following events occurs for fourteen (14) days or more.

(a) The Contractor is in breach of the Contract and the Procuring Entity has duly notified him or her; and

(b) The Contractor has not paid an amount due to the Procuring Entity and the Procuring Entity has duly notified him or her.

39.5 In the event, as stated under GCC Sub Clause 39.4, the Contractor is liable to pay compensation under the Contract amounting to the full value of the Retention Money or more, the Procuring Entity may call the full amount of the Retention Money and Performance Security.

39.6 If there is no reason to call the security, the security shall be discharged by the Procuring Entity and returned to the Contractor after the Defects Liability period has passed and the Project Manager has certified in the form of Defects Corrections Certificate and the Procuring Entity shall not make any claim under the security, except for amounts to which the Procuring Entity is entitled under this Contract. In the event this Contract is significantly below the updated official estimated cost or unbalanced as a result of front loading, the Procuring Entity shall call the full amount of the security in the circumstances stated under GCC Sub Clause 39.5.

40. Liquidated Damages

40.1 If the Contractor fails to complete the Works and physical services within the Intended Completion Date or extended Intended Completion Date, the Procuring Entity shall, as Liquidated Damages, deduct from the Contract Price, a sum at the percent-rate per day of delay as specified in the PCC, of the contract value of the uncompleted works or part thereof completed after the Intended Completion Date or extended Intended Completion Date, as applicable. The total amount of Liquidated Damages shall not exceed the amount specified in the PCC. The Procuring Entity may deduct Liquidated Damages from payments due to the Contractor. Payment of Liquidated damages shall not affect the Contractor’s liabilities.
40.2 If the Intended Completion Date is extended after Liquidated Damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

E. Completion of Contract

41. Completion

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

42. Taking Over

42.1 Procuring Entity shall Take-Over the Site and the Works within seven (7) days of the Project Manager issuing a Completion Certificate under GCC Sub Clause 41.1

43. Amendment to Contract

43.1 The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease in original Contract price and any other changes acceptable under the conditions of the Contract.

43.2 The Procuring Entity shall amend the Contract incorporating the changes approved, in accordance with the Delegation of Financial Power or Sub-delegation thereof and introduced to the original terms and conditions of the Contract.

44. Final Account

44.1 The Contractor shall submit with a detailed account of the total amount that the Contractor considers payable under the Contract to the Project Manager before the end of the Defects Liability Period.

44.2 The Project Manager shall certify the Final Payment within thirty (30) days of receiving the Contractor’s account if the payable amount claimed by the Contractor is correct and the corresponding works are completed.

44.3 If it is not, the Project Manager shall issue within thirty (30) days a Defects Liability Schedule that states the scope of the corrections or additions that are necessary.

45. Release from Performance

45.1 If any event or circumstance outside the control of the Parties arises which makes it impossible or unlawful for either or both parties to fulfil its or their contractual obligations, then upon notice by either party to the other party of such event or circumstance, the parties shall be discharged from further performance, without prejudice to the rights of either party in respect of any previous breach of the Contract.

F. Termination

46. Termination

46.1 Termination for Default

(a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default to the Contractor, may
terminate the Contract in whole or in part if the Contractor causes a fundamental breach of Contract.

(b) Fundamental breaches of the Contract shall include, but shall not be limited to, the following:

(i) the Contractor stops work for twenty-eight (28) days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Project Manager;

(ii) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

(iii) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of Liquidated Damages can be paid, as specified in GCC Sub Clause 40.1;

(iv) the Contractor has subcontracted the whole of the Works or has assigned the Contract without the required agreement and without the approval of the Project Manager;

(v) the Contractor, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices as defined in GCC Clause 17, in competing for or in executing the Contract.

(vi) PE can debar the tenderer for a period of 1 (one) to 2 (two) years for the procurement of all procuring entities due to fundamental breach of contract.

46.2 The expiration of the Intended Completion Date under GCC Sub Clause 19.1 and, the initiation of settlement of disputes like amicable and arbitration under GCC Clause 49 shall not be deemed a termination of the Contract under GCC Clause 46.

47. Payment upon Termination

47.1 If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 46.1 by the Contractor, the Project Manager shall issue a certificate for the value of the Works done less payments made up to the date of the issuance of the certificate and, further less the amount from percentage to apply to the contract value of the works not completed, as indicated in the PCC. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

48. Property

48.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Contractor's default.
G. Disputes and Settlement

49. Settlement of Disputes

49.1 Amicable settlement
The Procuring Entity and the Contractor shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.

49.2 Arbitration
(a) If the parties are unable to reach a settlement as per GCC Clause 49.1 within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either party may give notice to the other party of its intention to commence arbitration.

(b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the PCC.
## Section 4. Particular Conditions of Contract

*Instructions for completing the Particular Conditions of Contract are provided in italics in parenthesis for the relevant GCC Clauses.*

<table>
<thead>
<tr>
<th>GCC Clause</th>
<th>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</th>
</tr>
</thead>
</table>
| GCC 1.1(h) | The Contractor is
|            | [Name and address] |
| GCC 1.1(z) | The Procuring Entity is
|            | Name: *Executive Director*  
|            | Institute of Water Modelling  
|            | *IWM Bhaban, House 06, Road 3C, Block H, Sector: 15, Uttara*  
|            | *Dhaka-1230, Bangladesh.*  
|            | Name of authorized representative: *Sarwat Jahan, Director, River Morphology and Engineering Division, IWM, Dhaka.* |
| GCC 1.1(aa) | The Project Manager is
|            | Name: *Sarwat Jahan, Director, RME Division, IWM*  
|            | Address: *Istitute of Water Modelling (IWM)*  
|            | *IWM Bhaban, House 06, Road 3C, Block H, Sector: 15, Uttara*  
|            | *Dhaka-1230, Bangladesh* |
| GCC 1.1(cc) | The Site is located at Char Harirampur area of the Padma River under Faridpur District and is defined in drawings No: Figure-1 in Section 9. |
| GCC 1.1(hh) | The Works consist of (i). Geotechnical investigation (Drilling borehole using auto-trip hammer, plate load test, soil resistivity test, offshore boring, etc.), (ii). Sampling for Laboratory Analysis (Direct shear test, Liquefaction Analysis, Laboratory CBR, Chemical test of water and soil, etc.), (iii). Reporting. Details have been provided in Section 6. |
| GCC 5.1 (j) | Other documents forming part of the Contract: *Work Schedule* |
| GCC 10.1 | Possession of the Site to the Contractor shall be given on the following date: within 3 days from the date of signing the Contract. |
| GCC 14.1 | The following Key Personnel to carry out the functions stated in the Schedule shall be employed by the Contractor: *The Project Manager should take all the responsibilities for mobilization and demobilization of any type of equipment and personal from project location and maintain liaison with the representative of IWM.* |
| GCC 18.1 | The Start Date shall be: *from the date of issue of the work order.* |
| GCC 19.1 | The Intended Completion Date for the whole of the Works shall be 45 (Forty-five) days from the date of signing the Contract. |
| GCC 21.1 | The Contractor shall submit a Programme for the Works within 3 (three) days of signing the Contract. |
| GCC 29.1 | The Defects Liability Period is 3 months. |
| GCC 37.3 | The particulars of the Bank Account nominated are as follows:  
Title of the Account: [insert title to whom the Contract awarded]  
Name of the Bank: [insert name with code, if any]  
Name of the Branch: [insert branch name with code, if any]  
Account Number: [insert number]  
Address: [insert location with district]  
Tel:  
Fax:  
e-mail address: |
| GCC 38.1(e) | The following additional events shall also be the Compensation Events: N/A |
| GCC 39.1 | The proportion of payments to be retained: N/A |
| GCC 40.1 | The amount of Liquidated Damages is 0.5 percent of the contract value of the uncompleted works or any part thereof completed after expiry of the Intended Completion Date or extended Intended Completion Date, as applicable, per day of delay.  
The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is 10 (ten) percent of the final Contract Price of the whole of the Works. |
| GCC 47.1 | The percentage to apply to the contract value of the works not completed, representing the Procuring Entity’s additional cost for completing the uncompleted Works, is 20 (twenty) percent. |
| GCC 49.2(b) | The arbitration shall be conducted in the place mentioned below;  
Name: **Executive Director**  
*Institute of Water Modelling*  
Address: *Institute of Water Modelling (IWM)*  
*IWM Bhaban, House 06, Road 3C, Block H, Sector: 15, Uttara*  
*Dhaka-1230, Bangladesh* |
## Section 5. Tender & Contract Forms

<table>
<thead>
<tr>
<th>Form</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>PW2a-1</td>
<td>Tender Submission Letter</td>
</tr>
<tr>
<td>PW2a-2</td>
<td>Tenderer's Information</td>
</tr>
<tr>
<td>PW2A-2A</td>
<td>Tenderer's Past Performance Information</td>
</tr>
<tr>
<td>PW2A-2B</td>
<td>Tenderer's Capacity Information</td>
</tr>
<tr>
<td>PW2A-2C</td>
<td>Bank Guarantee for Tender Security <em>(when this option is chosen)</em></td>
</tr>
<tr>
<td>PW2a-3</td>
<td>Bank's Commitment for Line of Credit <em>(when this option is chosen)</em></td>
</tr>
<tr>
<td></td>
<td><strong>Contract Forms</strong></td>
</tr>
<tr>
<td>PW2a-4</td>
<td>Notification of Award</td>
</tr>
<tr>
<td>PW2a-5</td>
<td>Contract Agreement</td>
</tr>
<tr>
<td>PW2a-6</td>
<td>Bank Guarantee for Performance Security</td>
</tr>
</tbody>
</table>

Forms **PW2a-1** and **PW2a-3** comprises part of the Tender Format and should be completed as stated in ITT Clauses.19.

Forms **PW2a-4** to **PW2a-5** comprises part of the Contract as stated in GCC Clause 5.
Tender Submission Letter (Form PW2a-1)

[This letter should be completed and signed by the Authorised Signatory preferably on the Letter-Head Pad of the Tenderer]

To: [Name and address of Procuring Entity]

Date:

Invitation for Tender No: Tender Package No: Lot No:

In accordance with ITT Clauses 21 & 22, the following prices apply to our Tender:

The Tender Price is: [Taka [state amount in figures] and Taka [state amount in words]]

(ITT Clause 21.3 & 22.1)

In signing this letter, and in submitting our Tender, we also confirm that:

(a) our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 24.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) a Tender Security is attached in the form of a [pay order/bank draft/bank guarantee] in the amount stated in the Tender Data Sheet (ITT Sub Clause 26.1) and valid for a period of twenty eight (28) days beyond the Tender Validity date;

(c) we have examined and have no reservations to the Tender Document, issued by you on [insert date]; including Addendum to Tender Document No(s) [state numbers], issued in accordance with the Instructions to Tenderers (ITT Clause 7). [insert the number and issuing date of each addendum; or delete this sentence if no Addendum has been issued];

(d) we are not a Government owned entity as defined in ITT Sub Clause 4.10; or

we are a Government owned entity, and we meet the requirements of ITT Sub Clause 4.10;

(e) We, declare that we are eligible to participate in this Tender and meet the eligibility criteria specified in the Tender Document (ITT Clause 4);

(f) furthermore, we are aware of ITT Clause 3.4 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;

(g) we are not participating as Tenderers in more than one Tender in this Tendering process. We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding Contract between us, until a formal Contract is prepared and executed;

Signature: [insert signature of authorised representative of the Tenderer]

Name: [insert full name of signatory with National ID Number]

In the capacity of: [insert capacity of signatory]

Duly authorised to sign the Tender for and on behalf of the Tenderer

[ITT Sub Clause 31.2]

Attachment 1: Written confirmation authorising the above signatory(ies) to commit the Tenderer
# Tenderer Information (Form PW2a-2)

pare[This Form should be completed only by the Tenderer, preferably on its Letter-Head Pad]

<table>
<thead>
<tr>
<th>Invitation for Tender No:</th>
<th>Tender Package No:</th>
<th>Lot No:</th>
</tr>
</thead>
</table>

1. **Eligibility Information of the Tenderer [ITT –Clauses 4&23]**

<table>
<thead>
<tr>
<th></th>
<th>Tenderer’s legal title</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Tenderer’s registered address</td>
</tr>
<tr>
<td>1.2</td>
<td>Tenderer’s year of registration</td>
</tr>
<tr>
<td>1.3</td>
<td>Tenderer’s Value Added Tax(VAT) Registration Number</td>
</tr>
<tr>
<td>1.4</td>
<td>Tenderer’s Tax Identification Number(TIN)</td>
</tr>
<tr>
<td>1.5</td>
<td>Tenderer to attach photocopies of original documents mentioned aside</td>
</tr>
</tbody>
</table>

All relevant documents stated under ITT Clause 4 & 23

2. **Qualification Information of the Tenderer**

2.1 General Experience in Construction Works of Tenderer [insert years of experience]; [ITT Sub Clause 9.1(a)]

2.2 Specific Experience in Construction Works of Tenderer [ITT Sub Clause 9.1(b)]

Completed Contracts of similar nature, complexity and methods/construction technology

<table>
<thead>
<tr>
<th>Contract No</th>
<th>Name of Contract</th>
<th>Award date</th>
<th>Completion date</th>
<th>Total Contract Value</th>
<th>Procuring Entity’s Name &amp; Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert reference no] of [insert year]</td>
<td>[insert name]</td>
<td>[insert date]</td>
<td>[insert date]</td>
<td>[insert amount]</td>
<td>[insert details]</td>
</tr>
</tbody>
</table>

2.3 Average Annual Construction Turnover [ITT Sub Clause 10.1(a)]

[total certified payments received for contracts in progress or completed under public sector for a period as stated under ITT Sub Clause 10.1(a)]

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
<th>Taka</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.4 Liquid Assets available to meet the construction cash flow [ITT Sub Clause 10.1(b)]

<table>
<thead>
<tr>
<th>No</th>
<th>Source of Financing</th>
<th>Amount Available</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In order to confirm the above statements the Tenderer shall submit, as applicable, the documents mentioned in ITT Sub Clause 23.1(f).

2.5 Contact Details [ITT Sub Clause 23.1 (j)]
<table>
<thead>
<tr>
<th>Name, address, and other contact details of Tenderer’s Bankers and other Procuring Entity(s) that may provide references, if contacted by this Procuring Entity</th>
</tr>
</thead>
</table>

### 2.6 Qualifications and Experience of Key Personnel Proposed for Contract administration and management [ITT Sub-Clause 23.1(g)]

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Years of Experience</th>
</tr>
</thead>
</table>

### 2.7 Construction Equipment Proposed to Carry out the Contract [ITT Sub-Clause 23.1(h)]

<table>
<thead>
<tr>
<th>Item of Equipment</th>
<th>Condition (new, good, average, poor)</th>
<th>Owned, leased or to be purchased (state owner, lessor or seller)</th>
</tr>
</thead>
</table>

[Tenderer to list details of each item of construction equipment, as applicable]
Tenderer’s Past Performance Information (Form PW2A-2A)

Invitation for Tender No: \[IFT No\]
Tender Package No: \[Package No\]
Lot No \(\text{when applicable}\) \[Lot No\]
Date of IFT Publication:
Name of the Tenderer:

(A) List of Successfully Completed Contract during the last 5 years from IFT Date under the organization of the Procuring Entity inviting tender:

<table>
<thead>
<tr>
<th>SL No</th>
<th>Name of Works Contract</th>
<th>Value of works Contract</th>
<th>Date of actual completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(B) List of On-Going Works / Current Commitment Under any Organization:

<table>
<thead>
<tr>
<th>SL No</th>
<th>Name of On-Going Works and Current Commitments</th>
<th>Value of the work</th>
<th>Date of Signing Contract</th>
<th>Date of completion of contract</th>
<th>Name of Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Tender Document for Conducting Geotechnical Investigation in connection with “Hydro-morphological Study for investigating Suitability of the Char Harirampur of the Padma River for 1000MW Solar Power Plant”

Tenderer’s Capacity Information (Form PW2A-2B)

Invitation for Tender No: [IFT No]
Tender Package No: [Package No]
Lot No (when applicable) [Lot No]
Date of IFT Publication:
Name of the Tenderer:

List of certified payment for ongoing or Completed Contract under any government Organization for the year in which maximum value of work performed within 5 years from IFT Date.

<table>
<thead>
<tr>
<th>SL No</th>
<th>Name of Works contract</th>
<th>Value of Contract</th>
<th>Date of Signing Contract</th>
<th>Date of completion of contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Bank Guarantee for Tender Security (Form PW2A-2C)

[This is the format for the Tender Security to be issued by any scheduled Bank of Bangladesh in accordance with ITT Clause 26 & 27]

Invitation for Tender No: Date:

Tender Package No:

Lot No (when applicable)

To:

[Name and address of the Procuring Entity]

TENDER GUARANTEE No: [insert number]

We have been informed that [name of Tenderer] (hereinafter called “the Tenderer”) intends to submit to you its Tender dated [date of Tender] (hereinafter called “the Tender”) for the execution of the Works of [description of works] under the above Invitation for Tenders (hereinafter called “the IFT”).

Furthermore, we understand that, according to your conditions, the Tender must be supported by a Bank Guarantee for Tender Security.

At the request of the Tenderer, we [name of Bank] hereby irrevocably unconditionally undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk [insert amount in figures and words] upon receipt by us of your first written demand accompanied by a written statement that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

a. has withdrawn its Tender after opening of Tenders but within the validity of the Tender Security; or
b. refused to accept the Notification of Award (NOA) within the period as stated under ITT; or
c. failed to furnish Performance Security within the period stipulated in the NOA; or
d. refused to sign the Contract Agreement by the time specified in the NOA; or
e. did not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT.

This guarantee will expire

(a) if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Contract Agreement signed by the Tenderer; or
(b) if the Tenderer is not the successful Tenderer, twenty-eight (28) days after the expiration of the Tenderer’s Tender Validity period, being [date of expiration of the Tender Validity plus twenty-eight (28) days].

Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature Signature
Letter of Commitment for Bank’s Undertaking for Line of Credit  
(Form PW2a-3)

[This is the format for the Credit Line to be issued by any scheduled Bank of Bangladesh in accordance with ITT Clause23.1 (f)]

Invitation for Tender No: 
Tender Package No: 
Lot No (when applicable)  
To: 

[Name and address of the Procuring Entity]

CREDIT COMMITTMENT No: [insert number]

We have been informed that [name of Tenderer] (hereinafter called “the Tenderer”) intends to submit to you its Tender (hereinafter called “the Tender”) for the execution of the Works of [description of works] under the above Invitation for Tenders (hereinafter called “the IFT”).

Furthermore, we understand that, according to your conditions, the Tenderer’s Financial Capacity i.e. Liquid Asset must be substantiated by a Letter of Commitment of Bank’s Undertaking for Line of Credit.

At the request of, and arrangement with, the Tenderer, we [name and address of the Bank] do hereby agree and undertake that [name and address of the Tenderer] will be provided by us with a revolving line of credit, in case awarded the Contract, for execution of the Works viz. [insert name of the works], for an amount not less than BDT [in figure] (in words) for the sole purpose of the execution of the above Contract. This Revolving Line of Credit will be maintained by us until issuance of “Taking-Over Certificate” by the Procuring Entity.

In witness whereof, authorised representative of the Bank has hereunto signed and sealed this Letter of Commitment.

Signature 

Signature
Notification of Award (Form PW2a-4)

Contract No: [insert contract number]
Date: [insert date]

To: [Name of Contractor]

This is to notify you that your Tender dated [insert date] for the execution of the Works for [name of project/Contract] for the Contract Price of Tk [state amount in figures and in words], as corrected and modified in accordance with the Instructions to Tenderers, has been approved by [name of Procuring Entity].

You are thus requested to take following actions:

i. accept in writing the Notification of Award within seven (7) working days of its receiving in accordance with ITT Sub Clause 53.3.

ii. furnish a Performance Security in the specified format and in the amount of Tk. [state amount in figures and words], within fourteen (14) days of issuance of this letter but not later than [specify date], in accordance with ITT clause 54.

iii. sign the Contract within twenty-eight (28) days of issuance of this Notification of Award but not later than [specify date], in accordance with ITT Sub Clause 55.1.

You may proceed with the execution of the Works only upon completion of the above tasks. You may also please note that this Notification of Award shall constitute the formation of this Contract which shall become binding upon you.

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

Signed
Duly authorised to sign for and on behalf of [name of Procuring Entity]

Date:
**Contract Agreement (Form PW2a-5)**

THIS AGREEMENT made the (day) day of between [name and address of Procuring Entity] (hereinafter called “the Procuring Entity”) of the one part and [name and address of Contractor] (hereinafter called “the Contractor”) of the other part:

WHEREAS the Procuring Entity invited Tenders for certain works, viz, [brief description of works] and has accepted a Tender by the Contractor for the execution of those works in the sum of Taka [Contract price in figures and in words] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The documents forming the Contract shall be interpreted in the following order of priority:
   (a) the signed Contract Agreement
   (b) the Notification of Award
   (c) the completed Tender
   (d) the Particular Conditions of Contract
   (e) the General Conditions of Contract
   (f) the Technical Specifications
   (g) the General Specifications
   (h) the Drawings
   (i) the priced Bill of Quantities and the Schedules
   (j) any other document listed in the PCC forming part of the Contract.

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

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

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

For the Procuring Entity    The Contractor

Signature
Name
National ID No.
Title
In the presence of
Name
Address
Bank Guarantee for Performance Security (Form PW2A-6)

[This is the format for the Performance Security to be issued by any scheduled Bank of Bangladesh in accordance with ITT Clause]

Contract No: [insert reference number]       Date: [insert date]

To:

[ insert Name and address of Procuring Entity]

PERFORMANCE GUARANTEE No: [insert number]

We have been informed that [name of Contractor] (hereinafter called “the Contractor”) has undertaken, pursuant to Contract No [insert reference number of Contract] dated [insert date of Contract] (hereinafter called “the Contract”), the execution of works [description of works] under the Contract.

Furthermore, we understand that, according to your conditions, the Contract must be supported by a Bank Guarantee for Performance Security.

At the request of the Contractor, we [name of Bank] hereby irrevocably unconditionally undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Contractor is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until [date of validity of guarantee], consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature                                   Signature
# Section 6. Bill of Quantities

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Items</th>
<th>Unit</th>
<th>Total Number</th>
<th>Rate (BDT)</th>
<th>Total Amount (BDT)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Field Test</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Preparation, Packing and Transportation of Drilling Equipment from Store to Work Site, mobilization to all borehole locations and Back;</td>
<td>Each</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Drilling borehole up to 15.0 m deep by percussion method including execution of SPT at 1.0 m interval using auto-trip hammer, collection of disturbed and undisturbed sample.</td>
<td>per meter</td>
<td></td>
<td>150</td>
<td></td>
<td>10 nos. of Boreholes</td>
</tr>
<tr>
<td>3</td>
<td>Collection of Disturbed Sample at Identifiable Change of Strata and at Every 1.5m Interval or More;</td>
<td>Each Sample</td>
<td></td>
<td>150</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Collection of Undisturbed Soil Sample by Shelby Tube (Within 6 meter depth)</td>
<td>Each</td>
<td></td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Drilling borehole up to average 22.0 m (Min. 20.0m and Max. 28.0m deep by percussion method including execution of SPT at 1.0m interval using auto-trip hammer, collection of disturbed and undisturbed sample.</td>
<td>per meter</td>
<td></td>
<td>220</td>
<td></td>
<td>10 nos. of Boreholes</td>
</tr>
<tr>
<td>6</td>
<td>Execution of Boring on offshore with SPT with mechanical winch Between 0 to 100 m</td>
<td>per meter</td>
<td></td>
<td>200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Collection of Disturbed Sample at Identifiable Change of Strata and at Every 1.5m Interval or More;</td>
<td>Each Sample</td>
<td></td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Plate Load Test (including mobilization, demobilization, Hydraulic Jack, Pump, Pressure Gauge &amp; Dial Gauge Calibration)</td>
<td>Each</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Soil resistivity Test</td>
<td>Each</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Tender Document for Conducting Geotechnical Investigation in connection with “Hydro-morphological Study for investigating Suitability of the Char Harirampur of the Padma River for 1000MW Solar Power Plant”

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Items</th>
<th>Unit</th>
<th>Total Number</th>
<th>Rate (BDT)</th>
<th>Total Amount (BDT)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Backhoe test pits, photograph of test pits, presence of water, side wall collapse etc.</td>
<td>Nos.</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**B. Sampling for Laboratory Test**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Items</th>
<th>Unit</th>
<th>Total Number</th>
<th>Rate (BDT)</th>
<th>Total Amount (BDT)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Natural moisture content</td>
<td>Two specimens from each boring</td>
<td></td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Grain size distribution by sieve analysis</td>
<td>Two specimens from each boring</td>
<td></td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Grain size distribution by hydrometer</td>
<td>Two specimens from each boring</td>
<td></td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Liquid Limit, Plastic Limit</td>
<td>Two specimens from each boring</td>
<td></td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Unit weight</td>
<td>Two specimens from each boring</td>
<td></td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Specific gravity</td>
<td>Two specimens from each boring</td>
<td></td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Void Ratio</td>
<td>Two specimens from each boring</td>
<td></td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Direct Shear test</td>
<td>Sandy Soil Sample of upper layer</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Unconfined Compression Test</td>
<td>Sandy Soil Sample of upper layer</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>One Dimensional Consolidation Test</td>
<td>Sandy Soil Sample of upper layer</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Unconsolidated Undrained Tri-axial Shear Test</td>
<td>Sandy Soil Sample of upper layer</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Consolidated Drained Tri-axial Shear Test (If possible)</td>
<td>Clayey Soil Sample of upper layer</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Tender Document for Conducting Geotechnical Investigation in connection with “Hydro-morphological Study for investigating Suitability of the Char Harirampur of the Padma River for 1000MW Solar Power Plant”

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Items</th>
<th>Unit</th>
<th>Total Number</th>
<th>Rate (BDT)</th>
<th>Total Amount (BDT)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>Liquefaction Analysis</td>
<td>Each</td>
<td>3</td>
<td>1 nos. of PS logging and 2 nos. of MASW tests included</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Laboratory CBR (four days soak)</td>
<td>Each</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Chemical Test of Soil (pH, Chloride, Sulphate, Magnesium, Carbonate, Bicarbonate &amp; Electrical Conductivity)</td>
<td>Each</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Chemical Test of Water (pH, Chloride, Sulphate, Magnesium, Carbonate, Bicarbonate &amp; Electrical Conductivity)</td>
<td>Each</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### C. Reporting

| 1       | Submitting Report (one copy of draft and one copy of Final along with soft copies) with all field records, graphs, charts, recommendations. | LS   | 1            |            |                   |                                                                         |

### Sub-total Cost

**Total Cost including IT and excluding VAT**

---

IWM 57
Section 7. General Specifications (GS)

1. General

For the effective completion of the project for Conducting Geotechnical Investigation in connection with “Hydro-morphological Study for investigating Suitability of the Char Harirampur of the Padma River for 1000MW Solar Power Plant”, the following general criteria have to be maintained by the contractor:

The general requirements of the geotechnical investigations are mentioned in BoQ. Unless otherwise specified, in case of urgency the authorized representative of IWM may order the contractor to commence the field works other than the dates as mentioned in the PCC of this contract.

The Contractor will give minimum of 48 hours' notice to the authorized representative of IWM before the start of the following activities:

- Site visit.
- Conduct Field Tests as specified in “Section 6” of this document.
- Sampling for Laboratory Test as specified in “Section 6” of this document.

The contractor will start any of the above activities until receiving written approval from the Authorized representative of IWM. The Contractor will record all field/laboratory data and numerical values in following ASTM standard.

2. Cleanups Safety and Protection

The contractor will keep the field site neat and free from undesired spectators. Contractor at all time should exercise due care and take all sorts of safety measures for his working personnel and ensure same during field campaign for IWM/Client officials during supervision and inspection of work. Immediately following the completion of work at each site the Contractor will remove all equipment and prepare the ground as existed. They will fill-in and level the pits and clean the site to the satisfaction of the authorized representative of IWM.

3. Commencement of the Work

The Contractor will mobilize all personnel, equipment and materials as specified (in Section 6) within 3 (three) days from the date of selection of the site and will commence the Work with the permission of the authorized representative of IWM. The Contractor should not start any activity/mobilization without informing the nominated representatives of IWM.

4. Data Sharing and Reporting

The Contractor shall preserve all the collected field samples and data (including laboratory samples and data) at their own risk and handover the samples on a regular basis to the representative of IWM. The contractor shall also inform IWM immediately upon completion of any task as mentioned in this contract document and shall share the data (field test results) within 03 (three) days after completion of the work/test. In case of any delay, the Contractor shall also inform IWM in written notice. The contractor shall also provide IWM with a full-furnished geotechnical investigation report, duly signed by the relevant geotechnical expert of the Contractor.

5. Supervision of Work
Contractor should retain qualified Geotechnical Expert (as mentioned in Section 2 of this document) with required relevant experience at the work site with authority to manage and direct the works. The Contractor will be solely responsible to ensure the presence of qualified technical personnel on 24 hours basis until completion of work. The authorized representative(s) of IWM will be the final official agent in all relating matters for technical supervision and acceptance of field work/lab data.

The works will be supervised by the authorized representative(s) of IWM as notified to the contractor. They will be responsible for overall supervision and will inspect important aspects of field and laboratory tests. The contractor should always provide access to the site of the works and should provide such assistance and information as is reasonably required by the nominated representatives of IWM. The contractor should also manage access of IWM representative(s) to the concerned laboratory where the required tests will be done.

It should also be the Contractor's responsibility to schedule the work and maintain liaison with IWM representative to permit the field officer for rendering timely decision in all matters relating to field/laboratory work. The Contractor will notify IWM authority at least 48 (Forty-eight) hours prior to commencement of any work for arranging necessary supervision.

Contractor at their own cost and arrangement will provide standard accommodation in officer's tent along with safe water, good sanitation and better lighting arrangement including electric fan for supervisory officer of IWM and Contractor's staffs at work site.

6. Warranty and Responsibility of the Contractor

The Contractor cannot use any data or part/whole of any work and reports for preparing any report and publication particularly in scientific journal, official report and media of national and international level. In case of failing to abide by this warranty will be considered as breach of contract and mistrust. Consequent impact will be dealt with as per standard practice.

The contractor should construct the works in accordance with this Contract Document. In case of failure to perform the specified tasks as per specifications mentioned in Section 6 of this document, the cost of specific task (not completed/value considered null and void by panel of experts of IWM) will be adjusted from the Performance Guarantee or from payable billed amount of contractor or from both to realize the total cost of the delay of deliverables.

7. Accidents/Injury at Site

The Contractor will be solely responsible for any accidents/injury happening at the site and shall bear the full cost of damage/treatment as necessary. The contractor shall also be fully responsible for any illegal activity taken place at the site by any concerned personnel performing field works.

8. Liability of the Contractor

The liability of the Contractor will expire 1 (one) year after commissioning and handing over to IWM all documents of the geotechnical investigation results. During this period the Contractor will rectify any fault in any mentioned work without claiming any additional cost from IWM.

9. Payment

Payment for the work will be made in Bangladesh Taka and from IWM Dhaka local office following the acceptance of the detail geotechnical investigation results and reports (duly accepted by IWM). Payable amount will be calculated as per actual work done in the field and unit price will govern cost computation based on invoices submitted by the contractor and approved by IWM authority. The Payment Schedule is as below:
<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Item description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mobilization Payment: 10% of Contract Amount</td>
</tr>
<tr>
<td>2.</td>
<td>1st Interim Payment: 20% of Contract amount will be paid after completion of 50% field works</td>
</tr>
<tr>
<td>3.</td>
<td>2nd Interim Payment 40% of Contract amount will be paid after Submission of Draft Final Report, all other relevant documents and data as per contract</td>
</tr>
<tr>
<td>4.</td>
<td>Final Payment: 30% of Contract amount will be paid after submission of Final Report with duly accepted by the Client.</td>
</tr>
</tbody>
</table>
Section 8. Particular Specifications

1. General

Particular geotechnical laboratory tests are necessary to identify the soil lithological analysis, index properties, strength and stiffness parameters to determine the safe soil bearing capacity against the shear failure for foundation, slope stability and also for the short term and long-term settlements.

2. Particular Specifications

According to the Terms of Reference (ToR) of the project, the required field tests need to be done by the Contractor are listed in “Section-6, Part-A: Field Test” of its document. Besides, the laboratory tests for which samples need to be collected are also listed in “Section-6, Part-B: Sampling for Laboratory Test” of this document. It is mentioned here that all the tests/sampling must be done in accordance to ASTM standard. The Contractor shall mention the relevant ASTM standards in the corresponding geotechnical investigation report.
The project location is situated at the char area (around 25km upstream from the Padma Bridge) in the Padma River which is located under Faridpur District. The proposed project area covers around 1500 ha land where the field tests would be done at different locations. The offshore boring should be conducted in the main course of the Padma River along the proposed transmission line as shown in Figure 1.

Figure 1: Project Location at Char Harirampur in the Padma River
Commencement of Works

Office Memo No: Date:

To:

[Name of Contractor]
[Address]

Contract Reference:

Pursuant to GCC Sub Clause 19 of the above mentioned Contract Agreement, this is to notify you that the following precedent conditions have been duly fulfilled:

(i) the Contract Agreement has been signed;
(ii) the possession of the Site has been given; and

You are therefore requested to:

1. Commence execution of the Works, in accordance with GCC Clause 18, within (specify date);

2. Submit Programme of Works, in accordance with GCC Sub Clause 21, within (specify date)

Signed

Duly authorised to sign for and on behalf of [name of Procuring Entity]

Date:
FORMAT

CONTRACT AMENDMENT

<table>
<thead>
<tr>
<th>Contract No.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Amendment No.</td>
<td></td>
</tr>
<tr>
<td>Approval Reference No.</td>
<td></td>
</tr>
</tbody>
</table>

Contract No. [insert number/year] by and between the [insert Procuring Entity’s name] and [insert Contractor’s legal title] for the contract named [insert name of the Works and physical services] is amended as follows:

1. GCC Clause [insert clause no.], is hereby revised as
   
2. GCC Clause [insert clause no.], is hereby revised as
   
   and so on.

The effective date of this Amendment is [insert effective date] or upon execution whichever is later.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT

THIS AMENDMENT, consisting of [insert number] page(s) and [insert number] attachment(s), is executed by the persons signing below who warrant that they have the authority to execute this Amendment under the original Contract.

IN WITNESS WHEREOF, the Procuring Entity and the Contractor have signed this Amendment.

[Contractor’s Authorized Signatory] [Procuring Entity’s Authorized Signatory]

Signature

Title Date

Signature

Title Date
**FORMAT**

**LOGO**

[Insert Full Contact Details of Issuing Authority]

Office Memo no: __________ Date: __________

**COMPLETION CERTIFICATE**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Procuring Entity Details</td>
</tr>
<tr>
<td>(a) Division</td>
<td>:</td>
</tr>
<tr>
<td>(b) Circle/Directorate</td>
<td>:</td>
</tr>
<tr>
<td>(c) Zone/Region</td>
<td>:</td>
</tr>
<tr>
<td>(d) Others (specify)</td>
<td>:</td>
</tr>
<tr>
<td>02</td>
<td>Name of Works</td>
</tr>
<tr>
<td>03</td>
<td>Contract No</td>
</tr>
<tr>
<td>04</td>
<td>Contractor’s Legal Title</td>
</tr>
<tr>
<td>05</td>
<td>Contractor’s Contact Details</td>
</tr>
<tr>
<td>06</td>
<td>Contractor’s Trade License/Enlistment/Registration Details</td>
</tr>
<tr>
<td>07</td>
<td>Reference to NOA with Date</td>
</tr>
<tr>
<td>08</td>
<td>Original Contract Price as in NOA</td>
</tr>
<tr>
<td>09</td>
<td>Final Contract Price as Executed</td>
</tr>
<tr>
<td>10</td>
<td>Original Contract Period</td>
</tr>
<tr>
<td>(a) Date of Commencement</td>
<td>:</td>
</tr>
<tr>
<td>(b) Date of Completion</td>
<td>:</td>
</tr>
<tr>
<td>11</td>
<td>Actual Implementation Period</td>
</tr>
<tr>
<td>(a) Date of Actual Commencement</td>
<td>:</td>
</tr>
<tr>
<td>(b) Date of Actual Completion</td>
<td>:</td>
</tr>
<tr>
<td>12</td>
<td>Days/Months Contract Period Extended</td>
</tr>
<tr>
<td>13</td>
<td>Amount of LD for Delayed Completion</td>
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<tr>
<td>14</td>
<td>Physical Progress in Percent (in terms of value)</td>
</tr>
<tr>
<td>15</td>
<td>Financial Progress in Amount (in terms of payment)</td>
</tr>
<tr>
<td>16</td>
<td>Special Note (if any)</td>
</tr>
</tbody>
</table>

**Details of Works Executed**

<table>
<thead>
<tr>
<th>No</th>
<th>Major Components of Works</th>
<th>Total Value (in Lac Taka)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified that the Works under the Contract has been executed and completed in all respects in strict compliance with the provisions of the Contract including all plans, designs, drawings, specifications and all modifications thereof as per direction and satisfaction of the Project Manager/Engineer-in Charge/Other (specify). All defects in workmanship and materials reported during construction have been duly corrected.

**Name and Signature of the Issuing Authority with Designation**
Tenderer’s Past Performance processing (Form PW3-PPP)

<table>
<thead>
<tr>
<th>Invitation for Tender No:</th>
<th>IFT No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Package No:</td>
<td>Package No</td>
</tr>
<tr>
<td>Lot No (when applicable)</td>
<td>Lot No</td>
</tr>
<tr>
<td>Date of IFT Publication:</td>
<td></td>
</tr>
<tr>
<td>Name of the Tenderer:</td>
<td></td>
</tr>
<tr>
<td>Official Cost Estimate of the tender:</td>
<td></td>
</tr>
</tbody>
</table>

(A) List of Successfully Completed Contract during the last 5 years from IFT Date under the organization of the procuring entity inviting tender and business share value of the tenderer is less than or equal to 75% of the official cost estimate of the tender.

<table>
<thead>
<tr>
<th>SL No</th>
<th>Name of Works</th>
<th>Value of work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(B) List of On-Going works / Current Commitment of the tenderer under any Organization.

<table>
<thead>
<tr>
<th>SL No</th>
<th>Name of On-Going Works Contract and Current Commitments</th>
<th>Business Share Value of work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Tender Document for Conducting Geotechnical Investigation in connection with “Hydro-morphological Study for investigating Suitability of the Char Harirampur of the Padma River for 1000MW Solar Power Plant”

Tenderer’s Past Performance Evaluation (Form PW3-PPE)

Invitation for Tender No:
Tender Package No:
Lot No (if applicable):
Date of IFT Publication:
Official Cost Estimate of the tender:

<table>
<thead>
<tr>
<th>SL No</th>
<th>Name of the Tenderer</th>
<th>A = Number of Completed Contracts of the Tenderer</th>
<th>B = Highest Number of Completed Contracts among the Tenderers</th>
<th>Score 1 = ( \frac{A}{B} \times 140 )</th>
<th>C = Value of Completed Contracts of the Tenderer</th>
<th>D = Highest Value of Completed Contracts among the Tenderers</th>
<th>Score 2 = ( \frac{C}{D} \times 100 )</th>
<th>E = Value of On-Going Contracts of the Tenderer</th>
<th>F = Highest Value of On-Going Contracts among the Tenderers</th>
<th>Score 3 = ( \frac{E}{F} \times 60 )</th>
<th>Total Score = Score 1 + Score 2 + Score 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
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<tr>
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<tr>
<td>3</td>
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<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

Winner:
Notes:
1. If the total score of all the tenderer is zero, then the tender shall be recommended for re-tender.
2. In case of highest equal total score, the winner shall be selected according to score 1. If score 1 is equal then the winner shall be selected according to score 2. Otherwise all tenders shall be rejected for retender.
FORMAT

**Invitation for Tenders (IFT)**

The Invitation for Tenders (IFT) is a copy of the standard format as appears on the website and used for published advertisement that provides relevant and essential information to help Tenderers to decide whether or not to participate in the particular Tender. This is provided in the Tender Document for information only. This should not be included in the FINAL DOCUMENT.

**Invitation for Tenders**

[This is the website format and as used for published advertisement. It is included in this document for information only.]

---

<table>
<thead>
<tr>
<th>GOVERNMENT OF THE PEOPLE’S REPUBLIC OF BANGLADESH</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong> Ministry/Division</td>
</tr>
<tr>
<td><strong>2</strong> Agency</td>
</tr>
<tr>
<td><strong>3</strong> Procuring Entity Name</td>
</tr>
<tr>
<td><strong>4</strong> Procuring Entity Code</td>
</tr>
<tr>
<td><strong>5</strong> Procuring Entity District</td>
</tr>
<tr>
<td><strong>6</strong> Invitation for</td>
</tr>
<tr>
<td><strong>7</strong> Invitation Ref No</td>
</tr>
<tr>
<td><strong>8</strong> Date</td>
</tr>
</tbody>
</table>

**KEY INFORMATION**

| **9** Procurement Method | < select > | V | < select > | V |

**FUNDING INFORMATION**

| **10** Budget and Source of Funds | < select > | V |

**PARTICULAR INFORMATION**

| **12** Project / Programme Code (if applicable) | < use MOF code > |
| **13** Project/ Programme Name (if applicable) | < use MOF name > |
| **14** Tender Package No. | < type in name > |
| **15** Tender Package Name | < type in name > |

**Tender Publication Date**<br>**[up to the day prior to the day of Deadline for Submission]**

**Date**

| **16** Tender Last Selling Date | < select > | V |

**Tender Closing Date and Time**

| **17** Tender Open Date and Time | < select > | V |
| **18** Name & Address of the office(s) | < type in name > |

- **Receiving Tender Document (Principal)**
- **Selling Tender Document (Others)**
- **Opening Tender Document**

**NO CONDITIONS APPLY FOR SALE, PURCHASE OR DISTRIBUTION OF TENDER DOCUMENTS**

**INFORMATION FOR TENDERER**

| **21** Brief Eligibility and Qualification of Tenderer | < type in name > |
| **22** Brief Description of Works | < type in name > |
| **23** Brief Description of Physical Services | < type in name > |
| **24** Price of Tender Document (Tk) | < type in price > |

**Lot No** | **Identification of Lot** | **Location** | **Tender Security Amount (Tk)** | **Completion Time in Weeks / Months** |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>&lt; type in name &gt;</td>
<td>&lt; type in name &gt;</td>
<td>&lt; type in &gt;</td>
<td>&lt; type in &gt;</td>
</tr>
</tbody>
</table>

**PROCURING ENTITY DETAILS**

| **26** Name of Official Inviting Tender | < type in name > |
| **27** Designation of Official Inviting Tender | < type in name > |
| **28** Address of Official Inviting Tender | < type in name > |
| **29** Contact details of Official Inviting Tender | < Tel. No. > | < Fax No. > | < e-mail > |
| **30** The Procuring Entity reserves the right to reject all the Tenders or annul the Tender proceedings |

*<select>*: these fields are “pop-up” fields and the procuring entity will only have to select the correct name, address or date in order to complete the form.

*<type in name>*: these fields are to be completed by typing in the relevant data.