

PROCUREMENT POLICY, 2026
OF
ELECTRICITY GENERATION BANGLADESH PLC



ELECTRICITY GENERATION BANGLADESH PLC

Foreword

Electricity Generation Bangladesh PLC was established in 1996 under the name Meghnaghat Power Company Limited. Later in 2004, the company's name was changed to "Electricity Generation Company of Bangladesh Limited," and its operations were fully commenced. Most recently, on 27 January 2026, the registered name of the company was changed to "Electricity Generation Bangladesh PLC".

Under Electricity Generation Bangladesh PLC, the Siddhirganj 2x120 MW Peaking Power Plant, Haripur 412 MW Combined Cycle Power Plant, Siddhirganj 335 MW Combined Cycle Power Plant, and Sonagazi 75 MW Solar Power Plant have been constructed. From these 04 (four) power plants, a total of 1,032 MW of electricity is being generated. In addition, a 220 MW solar power plant construction project in Sonagazi, Feni is currently ongoing.

From the beginning, procurement activities related to the construction and operation of power plants under Electricity Generation Bangladesh PLC were conducted in accordance with the Public Procurement Rules, 2008. However, since the company's operations differ from government activities, the need for a separate procurement policy for the company became evident. Accordingly, steps were taken to prepare a procurement policy for Electricity Generation Bangladesh PLC. As a continuation of this process, the "Electricity Generation Company of Bangladesh Limited's Procurement Policy, 2015" was approved in the 10/2015th Board Meeting held on 28/10/2015.

Recently, the Public Procurement Rules, 2025 were promulgated on 28 September 2025. Therefore, instead of making necessary amendments/revisions to the existing Procurement Policy, 2015 of Electricity Generation Company of Bangladesh PLC, it appears more rational and necessary to formulate a new procurement policy following the Public Procurement Rules, 2025. Consequently, the "Procurement Policy, 2026 of Electricity Generation Company of Bangladesh PLC" was approved at the 02/2026th Board Meeting held on 05/03/2026.

The approved "Procurement Policy, 2026 of Electricity Generation Bangladesh PLC" will facilitate procurement activities related to the operation and maintenance of the corporate office and power plants, financed through the Company's own funds. This policy will ensure transparency and accountability in procurement activities and enhance efficiency. It will be applicable for procurement of goods, works, and services using company's own fund. The policy describes all procurement procedures in a simple and structured manner. It consists of 09 (Nine) chapters and 14 (Fourteen) appendices. The appendices include flow diagrams illustrating various procurement processes.

In preparing this policy, government procurement laws and regulations were taken into consideration. The nature of the company's activities and its future operational plans were also considered in formulating this procurement policy.

The preparation of this policy was completed with the assistance of relevant officials of Electricity Generation Bangladesh PLC, the Procurement and Technical Committee, and the Board. I extend my gratitude to them. I hope this policy will be properly implemented in the company's procurement activities and benefit the organization as well as all stakeholders.



K M Ali Reza

Chairman

Electricity Generation Bangladesh PLC

and

Additional Secretary, Power Division

Ministry of Power, Energy and Mineral Resources

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CHAPTER ONE

PRELIMINARY

In pursuance of the decision taken in the 02/2026th meeting of the Board of Directors of Electricity Generation Bangladesh PLC, the Procurement Policy, 2026 is hereby formulated.

1. Short title and commencement

- 1.01 This Procurement Policy shall be called the "Procurement Policy, 2026 of Electricity Generation Bangladesh PLC".
- 1.02 This Procurement Policy shall come into force on the 15th April 2026.
- 1.03 Upon the coming into force of this Policy, the 'Electricity Generation Company of Bangladesh Limited's Procurement Policy, 2015' shall stand repealed.
- 1.04 Whereas section 3(c) of the Act does not apply to procurement of Goods, Works or Services using the own funds of Electricity Generation Bangladesh PLC, the following Policy is hereby formulated to govern such procurement under its own financing.
- 1.05 Transparency, accountability, value for money, efficiency, ethics, quality, sustainable procurement, equal treatment, and free competition shall be considered the fundamental principles of this Procurement Policy.
- 1.06 The Board of Directors of Electricity Generation Bangladesh PLC may, from time to time, alter or amend this Procurement Policy as deemed necessary.
- 1.07 In the event of any matter not being covered or any provision remaining incomplete within this Policy, the Public Procurement Rules, 2025 shall be followed as a supplement.
- 1.08 Following the formulation of this Procurement Policy, Electricity Generation Bangladesh PLC shall publish an English translation, which shall be deemed to be the Authentic English Text of this Policy.

Provided that, in the event of any ambiguity or conflict between the Bengali and English text of this Procurement Policy, the Bengali text shall prevail.
- 1.09 For the purpose of ensuring public access to this Policy, it shall be published and made available on the official website of Electricity Generation Bangladesh PLC.

2. Definitions: In this Procurement Policy, unless there is anything repugnant in the subject or context, —

- 2.01 **“Approving Authority”** means the authority which, in accordance with the approved Delegation of Financial Powers of Electricity Generation Bangladesh PLC, approves the award of contract for the Procurement of Goods, Works, Physical Services, or Intellectual and Professional Services;
- 2.02 **“Approval Procedures”** means the approval procedures of a Tender or a Proposal as detailed in Para 30;
- 2.03 **“Delegated Procurement”** means a Procurement undertaken by a competent Procuring Entity on behalf of a Ministry, Division, Directorate, Department, Autonomous Body or, as the case may be, a private entity, where the beneficiary or owner entity delegates such Procurement to that Procuring Entity having the requisite expertise and competence to carry out the relevant Procurement.
- 2.04 **“Act”** means the Public Procurement Act, 2006 (Act 24 of 2006);
- 2.05 **“Delegation of Financial Powers”** means the rules with regard to the delegation of financial authority, issued by the Board from time to time, relating to the conduct of Procurement or sub-delegation of financial powers thereunder;
- 2.06 **“Applicant”** means a Person who seeks to become enlisted under the Limited Tendering Method or to be pre-qualified in response to an Invitation for Pre-Qualification under Para 87 of Chapter Seven, or to be short-listed in response to a request for Expression of Interest;
- 2.07 **“Economic Operator”** means any person engaged, under a contract with a Procuring Entity, in the supply of goods, execution of works, or performing of physical services or intellectual and professional services, and, as used collectively in various provisions of this Policy, shall include a Supplier, Contractor, Service Provider, and Consultant.
- 2.08 **“e-Government Procurement”** means Procurement by a Procuring Entity using the Electronic Government Procurement (e-GP) System;
- 2.09 **“Opening Committee”** means a Tender Opening Committee or a Proposal Opening Committee constituted under Para 15 of this Policy;
- 2.10 **“Call-off Notice”** means an order issued under a Framework Agreement executed for recurrent Procurement under this Policy for the supply of Goods, execution of Works or provision of Services, by which a specific Procurement Contract (Formation of Contract) shall be constituted;
- 2.11 **“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, demolition, repair, maintenance or renovation decoration, as well as physical Services ancillary to Works, if the value of those Services does not exceed that of the Works themselves.

- 2.12 **“Quotation”** means the priced offer in writing received from Tenderers for the Procurement of readily available standardised Goods, Works or physical Services subject to the threshold value as prescribed by this Policy;
- 2.13 **“Procurement”** means the purchasing or hiring of Goods, or acquisition of Goods through purchasing and hiring, and the execution of Works and performance of Services under any contract;
- 2.14 **“Procuring Entity”** means a Procuring Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services;
- 2.15 **“Head of the Procuring Entity”** means the Managing Director of Electricity Generation Bangladesh PLC;
- 2.16 **“Procurement Strategy”** means the strategy and methodology adopted for conducting a Procurement and administering the resulting Contract in order to ensure optimum value for money, having regard to the project concept, operating environment, stakeholders, market and options analysis, sustainability, risk management and other relevant factors;
- 2.17 **“Responsive”** means qualified for consideration on the basis of evaluation criteria so declared and specified in the Tender Document or in the request for Proposal Document;
- 2.18 **“Contract Price”** is the price stated in the Contract Agreement and thereafter as adjusted in accordance with the provisions of the Contract
- 2.19 **“Sustainable Public Procurement”** means a process or strategy which shall integrate sustainable public procurement requirements, technical specifications, and criteria, and which shall support environmental protection, social progress, and economic development by enhancing resource efficiency, product quality, and service excellence, and ensuring overall cost coordination in procurement;
- 2.20 **“Contractor”** means a Person under contract with a Procuring Entity for the execution of any Works;
- 2.21 **“Dayworks”** means work carried out following the instructions of the Procuring Entity or the authorised project manager and is paid for on the basis of time spent by the Contractor’s workers and equipment at the rates specified in the Bill of Quantities;
- 2.22 **“Defect”** is any part of the Works/Goods/ Services not completed or outstanding in accordance with the Contract;
- 2.23 **“Defects Correction Certificate”** is the certificate issued by implementing agency upon correction of defects by the Contractor;
- 2.24 **“Defects Liability Period”** is the period specified in the Contract for correcting Defects and discharging liabilities related to Goods and Works within the warranty period and calculated from the Date of Completion of supply of Goods or execution of Works;

- 2.25 **“Tender” or “Proposal”**, depending on the context, means a Tender or a Proposal submitted by a Tenderer or a Consultant for delivery of Goods, Works or Services to a Procuring Entity in response to an Invitation for Tender or a Request for Proposal; and Tender also includes quotation;
- 2.26 **“Tender Document” or “Request for Proposal Document”**, means the Document provided by a Procuring Entity to a Tenderer or a Consultant as a basis for preparation of its Tender or Proposal;
- 2.27 **“Tenderer”** means a Person who submits a Tender;
- 2.28 **“Days”** means calendar days unless otherwise specified as working days;
- 2.29 **“Force Majeure”** means an event or situation beyond the control of the Economic Operator that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Economic Operator; such events include, but are not limited to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, unsuitable working conditions (waterlogging, etc.), pandemics, epidemics, quarantine restrictions, and freight embargoes;
- Provided that, in the event of such a situation arising, the Economic Operator shall immediately notify the Procuring Entity.
- 2.30 **“Goods”** means raw materials, products and equipment and commodities in solid, liquid or gaseous form, electricity, off-the-shelf computer software and other information technology or similar software, and related Services if the value of such Services does not exceed that of the Goods themselves;
- 2.31 **“Consultant”** means a Person under contract with a Procuring Entity for providing intellectual and professional services including planning, design, installation, and commissioning;
- 2.32 **“Project Manager”** is the person named in the Contract or any other competent person appointed by the Procuring Entity and notified to the Supplier or the Contractor, who is responsible for administering the Contract and supervising the execution of the Works;
- 2.33 **“Intended Completion Date”** is the date on which it is intended that the Contractor shall complete the execution of Works/supply of acceptable Goods / performing of Services as specified in the Contract or any extended date thereof;
- 2.34 **“Provisional sums”** means amounts of money specified by the Procuring Entity in the Bill of Quantities which shall be expended, at its discretion, for payments to nominated Subcontractors or for meeting other necessary expenses;
- 2.35 **“Administrative Authority”** means the concerned Procuring Entity, the Head of Procuring Entity, or the Board;
- 2.36 **“Pre-Qualification”** means a procedure for demonstrating qualifications as a pre-condition for being invited to Tender;

- 2.37 **“Form” or “Format”** means any form or format issued by the BPPA from time to time or as modified by the Procuring Entity;
- 2.38 **“Framework Agreement”** means an agreement, effective for a specific period of time, between one or more Procuring Entities and one or more Tenderers or Consultants, for the Procurement of Goods, general Works, Physical Services or intellectual and professional services, with regard to price, and, where appropriate, the quantity or quantities envisaged;
- 2.39 **“Advertisement”** means an advertisement published under Para 10 in newspapers, websites or any other mass media for the purposes of wide publicity;
- 2.40 **“BPPA”** means the “Bangladesh Public Procurement Authority (BPPA)” established under Section 4 of the Bangladesh Public Procurement Authority Act, 2023 (Act No. 32 of 2023);
- 2.41 **“Intellectual and Professional Services”** means Services performed by Consultants in intellectual or professional matters as stipulated in the contract, or the development of computer software and other information technology or similar software, or the preparation of designs, or supervision of works, or services related to the transfer of know-how, and any other intellectual and professional services specified by the Government for this purpose by notification in the official Gazette;
- 2.42 **“Board”** means the Board of Directors of Electricity Generation Bangladesh PLC;
- 2.43 **“Person”** means and includes an individual, body of individuals, sole proprietorship, partnership, company, association, Non-Governmental Organization (NGO) or cooperative society that wishes to participate in Procurement proceedings;
- 2.44 **“Physical Services”** means the following measurable services—
- a) facilities linked to the supply of Goods or execution of Works or the operation and maintenance of buildings and equipment of any organization, surveys, exploratory drilling; or
 - b) any non-consultancy services; or
 - c) stand-alone service type contracts such as security services, catering Services, geological Services or third-party Services;
 - d) appointment of Pre-Shipment Inspection (PSI) agents, appointment of Clearing and Forwarding (C&F) agents, transportation of goods, hire of vehicles, appointment of transport contractors for the movement of goods, or insurance risks; or
 - e) any service specified under the Act for the purpose of procurement of services by the Procuring Entity through outsourcing, or any service specified by the Government for this purpose by notification in the official Gazette;

Explanation: For the purpose of this sub-Para, “Outsourcing” shall refer to the procurement of services as governed by the rules, policies, or similar directives issued by the Government for this purpose from time to time.

- 2.45 “**Nominated Sub-contractor**” means any person engaged through the main Contractor for the execution of specific works included in the contract, based on a nomination provided by the Procuring Entity against a Works Contract.
- 2.46 “**Quality**” means the qualitative standard of Goods, Works, or Services in accordance with the Technical Specifications, Bill of Quantities, or Terms of Reference as stipulated in the Contract.
- 2.47 “**Evaluation Committee**” means a Tender or a Proposal Evaluation Committee constituted by the competent authority prior to the opening of Tenders or Proposals;
- 2.48 “**Evaluation Report**” means the report submitted to the Approving Authority after the evaluation of Applications, Tenders or Quotations, Expressions of Interest or Proposals;
- 2.49 “**In writing**” means communication written by hand or machine duly signed and includes properly authenticated electronic messages;
- 2.50 “**Completion Date**” is the date of completion of the Works as certified by the Project Manager;
- 2.51 “**Supplier**” means a Person under contract with a Procuring Entity for the supply of Goods and related Services;
- 2.52 “**Short-list**” means a list of Applicants deemed suitable to be invited to submit Proposals for intellectual and professional Services following the evaluation of Expressions of Interest;
- 2.53 “**Related Services**” means Services linked to the supply of Goods contracts;
- 2.54 “**Sub-consultant**” means any person or entity to whom/which the Consultants sub-contract any part of the Services;
- 2.55 “**Sub-contractor**” is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site;
- 2.56 “**Services**” means goods related Services, physical Services, or intellectual and professional Services;
- 2.57 “**Service Provider**” means a person who enters into a contract with a Procuring Entity for the purpose of providing physical services.
- 2.58 “**Conflict of Interest**” means a situation where a person's personal or business interests adversely influence a Procuring Entity's ability to ensure economy, efficiency, transparency, fairness, and equal treatment toward tenders or proposals.

CHAPTER TWO
PROCUREMENT STRATEGY, ADMINISTRATIVE APPROVAL, TECHNICAL
APPROVAL, ADVERTISEMENT, PREPARATION AND SUBMISSION OF TENDER
OR PROPOSAL DOCUMENTS, ETC.

3. Formulation of Procurement Strategy and Selection of Procurement Method

- 3.01 In forming packages and determining methods for Procurement of Goods, the Procuring Entity shall consider the following—
- a) The nature and estimated cost of the Goods to be procured;
 - b) Availability of the relevant Goods in the local market;
 - c) Quality, source and brand of relevant Goods available in the local market;
 - d) Price of the selected Goods;
 - e) Capacity of local Suppliers to supply the required quantity;
 - f) Capability of the relevant national industry and the quality of its products;
 - g) Market conditions and the expected competition;
 - h) Urgency of the Procurement;
 - i) Capacity of beneficiary stores and proposed terms of delivery and schedule; and
 - j) risks related to supply in the local and international markets. .
- 3.02 For Goods required on a repetitive basis, the Procuring Entity may use a Framework Agreement in accordance with para 47 of this policy and may invite Tenders on lot-by-lot or item-by-item basis if advantageous.
- 3.03 The Procuring Entity shall be very cautious in preparing the packages and shall not include too many items in one package, in order to ensure that the number of potential Suppliers is not reduced.
- 3.04 Lots shall generally be structured by Procuring Entity by grouping only such items that are commonly supplied by the same category of Suppliers. Where Tenders are invited on a lot-by-lot basis, each lot shall be treated as a separate Tender.
- 3.05 Where a package consists of multiple lots, all such lots under that package shall be processed, evaluated and approved simultaneously.
- 3.06 Where a single package is divided into multiple smaller packages or lots, no Notification of Award shall be issued for any individual package or lot unless all packages or lots are

submitted for approval of the competent authority to approve the aggregate value.

3.07 In forming packages and determining methods for Procurement of Works, the Procuring Entity shall consider the following–

- a) Nature and estimated cost of the Works;
- b) Prevailing condition of the construction sector;
- c) Capacity of local Contractors;
- d) Expected competition;
- e) Geographical location;
- f) Time required for completion; and
- g) Other relevant factors.

3.08 In forming packages and determining methods for Procurement of Physical Services, the Procuring Entity shall consider the following–

- a) Nature, quality and estimated cost of the physical services;
- b) Current Condition of the relevant service sector;
- c) Urgency of procurement;
- d) Capacity of local service providers;
- e) Expected competition;
- f) Expected Date of Completion of Services; and
- g) Other relevant factors.

3.09 For development projects under the own budget of Electricity Generation Bangladesh PLC, the Procuring Entity shall, prior to preparing any procurement plan under Para 4 of this policy, carefully review the proposed procurement activities and requirements and determine the appropriate distribution into packages and lots and the applicable procurement method considering the nature and volume of procurement:

Provided that, under any Project, a Procurement Strategy shall be formulated against the requirements determined in alignment with the goals and objectives of the Project, taking into consideration factors such as market conditions, potential Procurement risks, analysis of alternative solutions, capacity of local Economic Operators, sustainability, capacity of the Procuring Entity, expected competition, etc., and such Procurement Strategy shall be incorporated into the Project Document, and the overall Procurement Plan of the said Development Project shall be prepared in accordance therewith.

- 3.10 For the purpose of formulating procurement strategy under Sub-para 3.09, the Procuring Entity may undertake Early Market Engagement to understand market conditions and available solutions by inviting potential economic operators through a notice published on the website of Electricity Generation Bangladesh PLC allowing at least fourteen (14) days, followed by a Pre-procurement Conference based on expressed interest:

Provided that, the Procuring Entity shall exercise due diligence to ensure that no restrictive competitive environment is created in any procurement undertaken as a consequence of such early market engagement.

Provided further that, the Procuring Entity shall not be bound to proceed with any procurement process on the basis of any procurement requirement identified or any specification prepared through such early market engagement under this Para.

4. Administrative Approval and Preparation of Annual Procurement Plan

- 4.01 At the beginning of each financial year, the Procuring Entity shall prepare only one Annual Procurement Plan and obtain approval from the Head of the Procuring Entity, this approval of Annual Procurement Plan shall be deemed as Administrative Approval.
- 4.02 The Procuring Entity shall update or revise the Procurement Plan, generally on a quarterly basis, considering delays, re-tendering and other unforeseen circumstances.
- 4.03 At the time of approval of the Annual Procurement Plan, where any procurement method other than the Open Tendering Method is proposed, the reasons or justifications shall be recorded in accordance with the provisions set out in the relevant Para.
- 4.04 In the case of procurement under a development project or programme, the Procuring Entity shall prepare an overall procurement plan for the entire duration of the project and shall attach the same with the Development Project Proposal (DPP) or the Technical Project Proposal/Technical Assistance Project Proposal (TPP/TAPP).
- 4.05 At the time of preparing the overall or Annual Procurement Plan, the Procuring Entity shall not, as a general practice, divide any part of a project or programme or procurement requirement into multiple packages of lower value for the purpose of avoiding any specific procurement method or the requirement of approval by a higher authority.
- 4.06 For the purpose of facilitating the application of provisions relating to cross-discounts at the time of evaluation, the Procuring Entity shall not, as a general practice, divide any package approved in the overall procurement plan into more than five (5) lots.
- 4.07 In dividing any procurement requirement into multiple smaller packages or any package into multiple smaller lots, or conversely in consolidating multiple packages or lots into a larger package or lot, the Procuring Entity shall consider the following matters—
- a) the capacity of the local and international markets to submit responsive tenders for the recommended size of package or lot;

- b) the number of qualified economic operators and the expected level of competition for the recommended size of package or lot; and
 - c) in the case of any works contract, the convenience of implementation considering the geographical location of the place designated for such works.
- 4.08 Where, prior to obtaining administrative approval or budget allocation, it is considered necessary to undertake any proposed procurement processing under the own budget, the Procuring Entity may, with the approval of the Head of the Procuring Entity, proceed with such procurement processing:
- Provided that, no Notification of Award shall be issued against such procurement prior to obtaining administrative approval or budget allocation, and no measures taken by the Procuring Entity under this Rule shall be presented as a ground in favour of obtaining administrative approval or budget allocation against any procurement requirement under the relevant budget.
- 4.09 The procurement package undertaken under Sub-para 4.08 shall, immediately after obtaining administrative approval or budget allocation, be included in the revised Annual Procurement Plan, which is subject to revision on a quarterly basis.

5. Technical Approval

- 5.01 Prior to undertaking any procurement, there shall mandatorily be an official estimate, which shall be supported by approved detailed design (where applicable), engineering survey, determination of site, etc., so that non-schedule items and supplementary items may be avoided and the necessity for supplementary contracts does not arise.
- 5.02 A proper and detailed estimate shall mandatorily be prepared for each procurement of goods/ works/services.
- 5.03 Where the prepared official estimated cost exceeds the estimated cost stated in the overall or Annual Procurement Plan, the same shall be approved by the Head of the Procuring Entity, and where it does not exceed, it shall be approved by an officer authorized by the Head of the Procuring Entity or by the Approving Authority (where such Approving Authority is below the Head of the Procuring Entity), and thereafter shall be returned to the Procuring Entity; and the Procuring Entity shall then keep the official estimated cost in a sealed manner, which shall be handed over to the Tender Opening Committee prior to the opening of tenders, and the Tender Opening Committee shall, at the tender opening meeting, declare the official estimated cost and record the same in the tender opening sheet.
- 5.04 In any procurement, where the approving officer as per delegation of financial powers is not in position, the next higher authority shall act as the Technical Approving Authority; however, in cases where the Board is the approving authority, the estimate shall be approved by the Managing Director.
- 5.05 Prior to finalization of the tender or proposal documents or before inviting tenders or

proposals, the Procuring Entity shall form a Specification and Estimate Committee consisting of not less than three (3) and not more than five (5) members from its own office or, where necessary, from other procuring entities.

- 5.06 The Specification and Estimate Committee formed under Sub-para 5.05 shall, in the case of procurement of goods, works and physical services, prepare technical or performance specifications or service specifications, and in the case of procurement of intellectual and professional services, prepare the Terms of Reference, and subsequently prepare the official cost estimate based on market price verification or on the schedule of rates approved by the appropriate authority.
- 5.07 The Procuring Entity shall, prior to finalization of the tender or proposal documents or before inviting tenders or proposals, ensure that an official cost estimate for any specific procurement is prepared in local currency by the Committee formed under Sub-para 5.05, irrespective of whether the procurement is domestic or international, and in preparing such official cost estimate, transportation cost, overhead, profit, risk management cost (such as insurance policy, etc.), geographical location, applicable technical and commercial conditions for contract implementation, complexity, remoteness, distance from district headquarters or the procurement site, and, where applicable, Value Added Tax (VAT), customs duties and income tax (IT), along with other incidental applicable matters, shall mandatorily be taken into consideration.
- 5.08 For the purpose of encouraging the proper performance of the functions of the Specification and Estimate Committee, each member thereof may be paid fees or honorarium in accordance with the Public Procurement Rules, 2025 and any amendments thereto.

6. Preparation of Tender or Proposal Documents

- 6.01 In the case of procurement, the documents for pre-qualification, tender or request for submission of proposals shall be in accordance with the Standard Documents issued or to be issued by the Bangladesh Public Procurement Authority (BPPA). A list of such Standard Documents is provided in Appendix-2.
- 6.02 For the purpose of determining whether the goods or equipment specified for supply, or the works to be executed, conform to the technical specifications, the tests, standards and methods to be applied shall, where applicable, be correctly specified in the tender document.
- 6.03 The tender document shall be approved by the Technical Approving Authority; however, in cases where the Board is the authority empowered to grant technical approval, the tender document shall be approved by the Managing Director.
- 6.04 Where, in any procurement, no Standard Document has been issued by BPPA corresponding to the relevant procurement method and type of procurement, the Procuring Entity may use its own prepared tender document, ensuring consistency with other Standard Documents of BPPA.

- 6.05 The Procuring Entity shall carry out procurement activities in accordance with the Sustainable Public Procurement Policy formulated by BPPA, with necessary adaptations, for the purpose of ensuring sustainable procurement.
- 6.06 The Procuring Entity may prepare procurement documents incorporating conditions consistent with provisions relating to matters that have a positive impact on the financial objectives of procurement or on the environment, and relating to workers' wages and associated social benefits, occupational health and safety, prohibition of child labour, etc.

7. Procedure to be Followed in the Preparation of Technical Specifications

- 7.01 While describing the requirements of any specific procurement, the Procuring Entity shall, among other matters, provide the following information—
- a) the name and description of the goods, works or services specified for procurement;
 - b) the quality of the goods, works or services;
 - c) the required performance standard and the duration of performance;
 - d) where applicable, the description of the elements of sustainable procurement;
 - e) the level and standards of safety;
 - f) the symbols and terminologies to be used for packaging, marking and labeling of the goods specified for procurement;
 - g) where applicable, the methods and processes used in the production of the goods specified for procurement;
 - h) where there exists any test method for determining the suitability of the goods, a reference to such method;
 - i) for reasons of high technical importance, the name of the manufacturer may be mentioned in the tender document; particularly, in the case of turbine, generator, gas booster compressor, meter, control and protection equipment, the names of at least three (3) renowned manufacturers in the world may be mentioned; such names may be included in the vendor list.
- 7.02 Where, in the technical specifications, any trademark or trade name of a product, patent, design or type, specific one or more country(ies) of origin, or the name of a manufacturer or service provider is specifically mentioned, the words “or equivalent” shall be added.
- 7.03 The Procuring Entity may extend or modify the mandatory requirements for any particular tender, such as—

- a) in the case of turnkey contracts, where the responsibilities relating to design, construction, procurement and installation of equipment, and commissioning are assigned to a contractor, for the purpose of ensuring whether a tenderer has the capacity to perform such works in an integrated manner or whether any separate or special requirements of the Procuring Entity are to be complied with, additional or special information may be required to be provided in the tender document; or
 - b) for the purpose of requiring additional or different information in any procurement, based on the requirements of the Procuring Entity or in accordance with the prevailing practices of the relevant industry or sector.
- 7.04 While describing the requirements of any specific procurement relating to physical services, the Procuring Entity shall provide the following information—
- a) the name, type and description of the physical services specified for procurement;
 - b) the expected quality of the services and output specifications;
 - c) the description of the resources required for performance of the services, specifications and quantity of equipment, and the required manpower (required inputs);
 - d) the geographical location and condition of the site;
 - e) the service performance metrics;
 - f) risk and change management;
 - g) where applicable, the incorporation of elements ensuring sustainability.
- 7.05 The Specification and Estimate Committee formed by the Procuring Entity under Sub-para 5.05 of this policy shall prepare the Technical Specifications or other specifications in the case of procurement of goods, works or physical services, or the Terms of Reference in the case of procurement of intellectual and professional services in accordance with Para 60:
- Provided that, where a Procuring Entity intends to prepare standard technical and other specifications for goods, works or physical services commonly required in its procurement, it may prepare the same in accordance with its own procedures.

8. Provisions to be Followed in Determining Tender Price

- 8.01 Tenders shall be invited on the basis of the price of goods for delivery at a specified destination, or for the execution or installation of works, including the price of all related and ancillary services to be provided by the Economic Operator.
- 8.02 Where a contract is awarded, the taxes payable by the Economic Operator, including Value Added Tax (VAT) and duties, shall be stated separately in the price schedule of the tender document.

8.03 The tender document shall specify that—

- a) the Tender Price shall be fixed or firm; or
- b) the tender price may be subject to adjustment due to upward or downward changes in the prices of major components of the contract, such as labour, equipment, materials, or fuel; and the basis for such adjustment shall be specified in the tender document.

8.04 In the case of procurement of works or physical services, where a period exceeding eighteen (18) months is required for the implementation of a contract, price adjustment may be allowed in accordance with the formula specified in the tender document:

Provided that, in the case of contracts requiring less than eighteen (18) months, the Procuring Entity may, where necessary, provide for price adjustment with the approval of the Head of the Procuring Entity:

Provided further that, in the case of a fixed-price contract, where the expected completion date of works or performance of services is extended and the total contract implementation period exceeds eighteen (18) months, no price adjustment shall be allowed or paid accordingly.

8.05 In the case of procurement of goods at a fixed price, under normal commercial practices, no provision for price adjustment shall be included, irrespective of the delivery period.

9. Distribution of Procurement Documents and Maintaining Records

9.01 No precondition shall be imposed for the sale of pre-qualification, quotation, application, tender or request for proposal documents, and such documents shall be made available for sale up to the day preceding the deadline for submission.

9.02 In issuing pre-qualification, quotation, application, tender or request for proposal documents in favour of any person, the Procuring Entity shall maintain the following information—

- a) reference number relating to the issuance of procurement documents;
- b) name of the person and postal address for correspondence;
- c) telephone or mobile number and e-mail address; and
- d) any other information considered necessary by the Procuring Entity.

10. Advertisement

10.01 For the procurement of goods, works, physical services, and intellectual and professional services, the Procuring Entity shall, as applicable, directly publish advertisements inviting applications for pre-qualification or enlistment or tenders, and requests for expressions of interest.

10.02 For the purpose of carrying out the essential procurement activities included in its Annual Procurement Plan, the Procuring Entity shall follow the procedures stated below in publishing advertisements—

- a) advertisements for pre-qualification, enlistment, invitation for tenders or requests for expressions of interest shall be published in at least one widely circulated Bangla and one English newspaper within Bangladesh;
- b) in selecting newspapers for advertisement, the Procuring Entity shall exercise due judgment in choosing well-known and widely circulated national newspapers acceptable to the general public;
- c) in addition to national-level advertisement, in the case of any domestic procurement with an estimated value exceeding Taka ten (10) million, a Procuring Entity operating outside Dhaka shall publish the advertisement for one (1) day in one (1) widely circulated regional or local daily newspaper enlisted in the Government media list;
- d) where more than one edition of a newspaper is published on the date of advertisement, the Procuring Entity shall ensure publication of the advertisement in each such edition;
- e) where the cost of advertisement becomes a constraint to wide circulation, the Procuring Entity may consider reducing the size of the advertisement and may arrange for publication in a greater number of newspapers to ensure wider circulation and transparency;
- f) upon publication of the advertisement, the pre-qualification tender or proposal documents shall be kept ready for distribution to interested applicants or tenderers;
- g) where any modification or amendment to an advertisement is made after its publication, it shall be desirable to republish such modification or amendment in the same newspapers and websites in which the original advertisement was published;
- h) all advertisements relating to invitation shall also be published on the website of the Procuring Entity, and a sample copy of the tender document shall be uploaded in PDF format. Where any tender document is published on the website, the Procuring Entity shall ensure that—
 - A) it is not removed from the website before the expiry of the deadline for submission of tenders; and
 - B) where any amendment is made to the tender document or any clarification is issued relating thereto, such amendment or clarification, along with reference number and date, is published on the website;

- i) The Procuring Entity shall send the advertisement inviting tenders or proposals for publication on the website of the Bangladesh Public Procurement Authority (BPPA) where the official estimated value of goods, works and physical services is Taka ten (10) million or above, and in the case of procurement of intellectual and professional services, where the official estimated value is Taka five (5) million or above. The advertisement shall be sent simultaneously to BPPA and to the newspapers.
- 10.03 In publishing advertisements for enlistment, pre-qualification, invitation for tenders, or requests for expressions of interest, the format prescribed by BPPA shall be followed.

11. Amendment of Tender Documents

- 11.01 At any time prior to the expiry of the deadline for submission of tenders, the Procuring Entity may, on its own initiative or in response to any inquiry made by a tenderer who has purchased the tender document, modify or amend the tender document by issuing the same as an amendment or addition to the original tender document.
- 11.02 Any amendment or addendum issued under Sub-para 11.01 shall form an integral part of the tender document and shall indicate its issue date and reference number, and the Procuring Entity shall take steps to send the same to all tenderers who have purchased the tender document by fax, e-mail or post, so that the tenderers may take appropriate measures.
- 11.03 The tenderers shall acknowledge receipt of such amendment or addendum within three (3) working days.
- 11.04 Tenderers who have purchased the tender document but have not received any amendment or addendum issued under Sub-para 11.02 shall, after the lapse of two-thirds of the time allowed for submission of tenders, notify the Procuring Entity of the matter by fax, e-mail or post.
- 11.05 Where the tender document has been published on the website of the Procuring Entity in accordance with Para 10, any modification or amendment thereto shall be published on the website along with its reference number and date.
- 11.06 Where any modification or amendment is made to the tender document at a time when less than one-third of the time allowed for preparation of tenders remains, the Procuring Entity shall, taking into consideration the conditions of the procurement and the nature and extent of such modification or amendment, extend the deadline for submission of tenders.

12. Submission of Tenders or Proposals

- 12.01 The tenderer shall prepare the tender in accordance with this Para and the instructions contained in the tender document.

- 12.02 A tenderer shall submit only one tender, either individually or as a member of a joint venture.
- 12.03 The tender shall be submitted on the basis of the tender document issued by the Procuring Entity and any subsequent amendments thereto, if any.
- 12.04 The tenderer shall properly mark the tender in accordance with the instructions contained in the tender document, so that it does not create any confusion with other ordinary office correspondence.
- 12.05 If the envelope containing the tender or proposal is not properly marked and sealed, the tenderer shall be solely and entirely responsible for any pre-disclosure of the information contained therein.
- 12.06 All tenders submitted by the tenderers shall be securely kept in the custody of the Procuring Entity.
- 12.07 A lock-and-key secured tender box or cabinet may be used for the submission of tenders; however, where the size of the tender is large, or due to the size and thickness of the tender envelope it is not possible to insert the same into such box or cabinet in the usual manner, the tender may be received directly by an officer designated by the Procuring Entity.
- 12.08 Where any tender is submitted directly to an officer designated by the Procuring Entity, such officer shall, upon request of the tenderer, provide an acknowledgment receipt indicating the date and time of receipt of the tender.
- 12.09 An acknowledgment receipt shall also be provided for tenders sent by ordinary or courier post.
- 12.10 All tenders shall be received and opened at a single location.
- 12.11 A tenderer may offer an unconditional discount, expressed as a percentage, against a package or, where applicable, against a lot, and in the case of lot-wise tenders, that is, where a package consists of multiple lots, may offer cross-discounts:
- Provided that, such discount shall be uniformly applicable to all items of the package or lot.

13. Pre-qualification in the Case of Goods, Works, etc.

- 13.01 The Procuring Entity may determine pre-qualification in the case of the following large and complex procurements, namely—
- a) works having value exceeding Taka five hundred (500) million;
 - b) maintenance works having value exceeding Taka fifty (50) million;

- c) supply and installation of plant and equipment having value exceeding Taka one hundred fifty (150) million;
 - d) design and construction of any structure having value exceeding Taka five hundred (500) million;
 - e) manufacture of custom-designed equipment having value exceeding Taka fifty (50) million;
 - f) management contracts having value exceeding Taka three hundred fifty (350) million; and
 - (g) operation and maintenance contracts having value exceeding Taka two hundred fifty (250) million.
- 13.02 The Approving Authority, as per the delegation of financial powers, shall also be the Approving Authority for determining pre-qualification in the case of goods, works, etc.
- 13.03 The interested applicants shall be allowed at least twenty-one (21) days for the preparation of pre-qualification applications; however, the pre-qualification document shall be kept ready on the date of publication of the advertisement.
- 13.04 The Open Tendering Method shall be used for determining pre-qualification.
- 13.05 Where, in accordance with Para 85, the number of persons or institutions possessing the required qualifications is less than three (3), any applicant who substantially meets the qualification criteria, except for certain minor deficiencies, may be considered as conditionally pre-qualified:
- Provided that, such minor deficiencies identified by the Tender Evaluation Committee shall be rectified by the conditionally pre-qualified applicants prior to submission of tenders.
- 13.06 There shall be no upper limit on the number of pre-qualified applicants, and all applicants who have fulfilled the qualification criteria shall be included in the list.
- 13.07 The Tender Evaluation Committee shall prepare a pre-qualification evaluation report and, indicating which applicants may be selected as pre-qualified, submit the same directly to the Approving Authority.
- 13.08 The Procuring Entity may, with the prior approval of the Head of the Procuring Entity or an officer authorized by him, extend the deadline for submission of pre-qualification applications if the request of the applicants is considered justified.
- 13.09 The Evaluation Committee shall evaluate the applications received on the basis of the criteria and conditions specified in the pre-qualification document and shall also follow the provisions of Para 17 as supplementary to this Para.

14. Competition in Procurement

- 14.01 For the purpose of ensuring free and effective competition in the procurement process, the Procuring Entity shall—
- a) provide reasonable opportunity to the potential tenderers to visit the site designated for the project or works;
 - b) particularly in the case of refurbishment of existing works or equipment, arrange, where necessary, a pre-tender meeting so that the potential tenderers may meet with the representatives of the Procuring Entity and raise any questions or seek clarifications on any matter;
 - c) where any pre-tender meeting is held under para (b), provide the minutes of such meeting to all potential tenderers who have purchased the tender document and also to those who have purchased the tender document but did not attend the meeting, within not more than seven (7) working days; and
 - d) distribute any correction of errors in the tender document or any additional information, in the form of an addendum, to all tenderers in accordance with Para 11.
- 14.02 The criteria on the basis of which the qualifications of applicants, tenderers or consultants shall be determined shall be clearly stated in the relevant document, and sufficient time shall be provided to the applicants or tenderers for responding to the invitation, and such time shall be explicitly specified in the applicable document.
- 14.03 In the case of procurement conducted through electronic means (e-GP), the provisions of Chapter Nine of this Policy shall prevail.

CHAPTER THREE
TENDER OR PROPOSAL OPENING, EVALUATION, TENDER SECURITY,
PERFORMANCE SECURITY, PROCUREMENT APPROVAL, ISSUANCE OF
NOTIFICATION OF AWARD, CONTRACT SIGNING, ETC.

15. Tender or Proposal Opening Committee and Procedures to be Followed

15.01 The Head of the Procuring Entity, or an officer authorized by him or her or the Approving Authority, while the approving authority is below the level of HOPE, as the case may be, shall form a Tender/Proposal Opening Committee comprising at least one (1) member from the Tender/Proposal Evaluation Committee and at least one (1) member from the concerned Procuring Entity, in the following manner:

- a) Chairperson;
- b) Member;
- c) Member-Secretary.

15.02 The Tender/Proposal Opening Committee shall follow the procedures as stated below:

- a) The Procuring Entity shall convene a meeting for the opening of Tenders and the Tender Opening Committee shall, at the date, time and place specified in the Invitation for Tenders or Pre-Qualification, publicly open the Tenders or Applications, at a single location in the presence of the interested Tenderers or Applicants, or their authorised representatives. Provided that, in the case of Expression of Interest Applications and Proposals, the provisions of para 58 and para 62, respectively, shall be followed;
- b) The place where the Tenders shall be opened should be suitably equipped and reserved in advance for the purpose of the Tender opening;
- c) Tenders shall be opened immediately after the deadline for the submission of Tenders but no later than one hour after expiry of the submission deadline;
- d) Tender Opening Sheet (TOS) is prepared containing the information relating to Tenders or Proposals announced at the time of opening
- e) Persons not associated with the Tenders/Pre-qualification Applications are not allowed to attend the opening of Tenders;
- f) the Tender opening is not delayed on the plea of absence of Tenderers or his or her representatives, as the presence of Tenderers or their authorised representatives is optional;
- g) the Tenderers' representatives shall be duly authorised by the Tenderer;

- h) the following information stated therein is read out from the Tenders after Tender opening which shall be recorded on a Tender Opening Sheet duly verified by the members of the Tender Opening Committee -
 - 1) name and address of the Tenderer;
 - 2) withdrawal, substitution or modifications, if any;
 - 3) the Tender price;
 - 4) discounts, if any;
 - 5) Tender security, if required and information relating to its amount; and
 - 6) Official estimated cost and its amount;
 - i) In the case of opening of Applications, upon completion of opening of Pre-qualification Applications, the Opening Committee shall record the names, addresses and other relevant information of the Applicants, and shall provide copies of such recorded information to the concerned Applicant upon written request.
- 15.03 Tender modifications or discounts, which are not read out at the time of Tender opening or not recorded on the TOS, shall not be considered in the evaluation of the concerned Tenders.
- 15.04 No Tender shall be rejected at the time of opening, and any Tender submitted after the deadline for submission or any withdrawn Tender shall not be opened but shall be returned directly to the Tenderer.
- 15.05 Upon completion of the Tender opening, all members of the TOC and the Tenderers or their representatives who attended the Tender opening shall sign the Tender Opening Sheet, copies of which shall be issued to the Head of a Procuring Entity or an officer authorised by him or her and to all members of the TOC and any authorized Consultants employed in the project and to the Tenderers.
- 15.06 The Member-Secretary of the TOC will ensure that the procedure described in sub-para (15.02) is carried out and will sign to certify that the Tender Documents have been sent to the Procuring Entity immediately after the Tender opening.
- 15.07 After opening, all Tenders, Applications, Quotations or Proposals, along with the Tender Opening Sheet duly signed by all concerned and all related documents, shall be kept in the safe custody of the Procuring Entity for a period not exceeding one (1) working day until they are handed over to the Chairperson of the Evaluation Committee.
- 15.08 The original copies of all Tenders or Proposals shall be preserved in the company archive.
- 15.09 In order to encourage the proper performance of the functions of the Opening Committee, a provision for an incentive, fee or honorarium may be paid to each member in accordance with the provisions of the Public Procurement Rules, 2025 and its amendments.

16. Formation of the Evaluation Committee

- 16.01 Tender Evaluation Committee (TEC) or Proposal Evaluation Committee (PEC) shall be formed prior to the invitation for Application, Tender or Proposal has been issued, but certainly must be formed before the deadline for submission of Applications, Tenders or Proposals.
- 16.02 The Evaluation Committee formed under Sub-para 16.01 all include external members having knowledge required for evaluation and, who shall be nominated by designation.
- 16.03 The Approving Authority shall form the Evaluation Committee; but when the approving authority is at the level of a Board, the Evaluation Committee shall be appointed with the approval of the Chairperson of the Board , as the case may be.
- 16.04 Upon approval of the Approving Authority as mentioned in Sub-para 16.03, the Procuring Entity shall, in general, constitute an Evaluation Committee. However, where the Approving Authority is different, or for procurements of different characteristics or nature, the Approving Authority may constitute more than one Evaluation Committee for the purpose of evaluation of Applications, Tenders or Proposals.
- 16.05 Where, in accordance with the Delegation of Financial Powers, the Approving Authority is the Board of Directors, the Tender or Proposal Evaluation Committee-
- shall comprise not less than five (5) and ordinarily not more than seven (7) members, of whom at least two (2) members shall be from outside the controlling Ministry, Division or Agency of the Procuring Entity
 - Notice of the meeting shall be sent to all members of the Evaluation Committee, and for the purpose of evaluation, the presence of at least five (5) members, including at least one (1) external member, and their signatures on the Evaluation Report shall be mandatory.
- 16.06 Where the Approving Authority is the Head of the Procuring Entity or any authority subordinate thereto, the Approving Authority may constitute the Evaluation Committee in the following manner:
- shall comprise three (3) members, of whom at least one (1) member shall be included as an external member from another Procuring Entity under the same or a different Ministry/Division/Agency;
 - Notice of the meeting shall be sent to all members of the Evaluation Committee, and for evaluation, the presence of all three (3) members and their signatures on the Evaluation Report shall be mandatory
- 16.07 For the purpose of encouraging the proper performance of the functions of the Evaluation Committee, fee or honorarium may be paid to each member of the Evaluation Committee in accordance with the “Public Procurement Rules, 2025” and its amendments.

- In the case of evaluation of Pre-Qualification Applications or Expression of Interest, members of the Committee shall be entitled to honorarium for a maximum of two (2) meetings; however, the number of such meetings shall be separate from the number of meetings held for evaluation of Tenders or Proposals of the package;
 - In the case of Two-Stage Tendering Method / One-Stage Two-Envelope Tendering Method / procurement of Intellectual and Professional Services, considering separate evaluations, fees or honorarium shall be paid at the prescribed rates for both stages/envelopes.
- 16.08 At the time of the constitution of the Evaluation Committee, the Approving Authority shall ensure that the members of the Evaluation Committee are qualified officers or professionals of high integrity in order to accelerate the subsequent review and approval process of the Evaluation Report.
- 16.09 The Approving Authority may designate one (1) of the Evaluation Committee members as Member Secretary of the Evaluation Committee.
- 16.10 The Evaluation Committee members themselves on their own responsibility following the provision of this policy and the terms and conditions of Application, Tender or Proposal Documents shall -
- a) examine and evaluate the Applications, Tenders, Expressions of Interest or Proposals ;
 - b) prepare the Evaluation Report with recommendations; and
 - c) submit the Evaluation Report directly to the Approving Authority in a manner as prescribed under para 30.
- 16.11 The members of the Evaluation committee can only be removed once it is appointed, with the approval of the authority that constituted the Committee on grounds which may include
- a) if any member does not disclose his or her connection with an Applicant or a Tenderer, even if he continues to act in an impartial manner; or
 - b) if any member remains absent in two (2) consecutive Evaluation Committee meetings; or
 - c) if any member is in direct breach of para 94 of this policy; or
 - d) in the case of transfer, death or absence of any member from the country.
- 16.12 If any member of a Tender Evaluation Committee is removed under sub-para (16.11), such member shall be replaced in accordance with sub-para 16.02.
- 16.13 If Tenders are received from Tenderers with whom any member(s) of the TEC has business or other close links, such member(s) shall be replaced.

16.14 Each member of the Evaluation Committee shall -

- a) sign individually a declaration of impartiality in the following manner -

"I(name of the Evaluation Committee member & designation) do hereby declare and confirm that I have no business or other links to any of the competing Tenderers or Applicant"; and

- b) sign collectively in the Tender or Proposal Evaluation Report, by certifying that -

"The Evaluation Committee certifies that the examination and evaluation has followed the requirements of the Procurement Policy of Electricity Generation Bangladesh PLC, 2026 and the terms and conditions of the prescribed Application, Tender or Proposal Document and that all facts and information have been correctly reflected in the Evaluation Report and, that no substantial or important information has been omitted".

16.15 Where the Evaluation Committee considers that technical assistance is required for the evaluation of a particular Tender or Proposal, the Head of the Procuring Entity or an officer authorised by him or her may constitute a Technical Sub-Committee comprising not more than three (3) members:

Provided that no member of the Tender Evaluation Committee shall be included as a member of the Technical Sub-Committee.

16.16 In order to encourage the proper performance of the functions of the Technical Sub-Committee, each of its members shall be paid fees or honorarium at the rate applicable to the Tender Evaluation Committee, but not exceeding for a maximum of two (2) meetings.

16.17 Chairing of Meetings of the Evaluation Committee

The following officers shall be chaired over the meetings of the Evaluation Committee, namely—

- a) an officer immediate below the rank of the Approving Authority;
- b) an officer immediate below the rank of the Head of the Procuring Entity, where the Approving Authority is Head of a Procuring Entity;
- c) the Head of the Procuring Entity or an officer immediate below the rank of the Head of the Procuring Entity where the Approving Authority is Board of directors of a company
- d) Under no circumstances shall the Chairperson of the Evaluation Committee and the Approving Authority be the same person

17. Tender Evaluation etc.

- 17.01 No Tender shall be evaluated on the basis of any criteria other than those specified in the Tender Document by the Tender Evaluation Committee, and the name of the Tenderer as submitted shall not be changed at any stage from submission of the Tender or Proposal up to the signing of the Contract.
- 17.02 The Tender Evaluation Committee shall complete the evaluation process in the following four stages:
- A) Preliminary Examination;
 - B) Technical Examination and Responsiveness;
 - C) Financial Evaluation and Price Comparison and
 - D) Post-Qualification.
- 17.03 In conducting the evaluation of Tenders, the Tender Evaluation Committee shall generally follow the procedures below, namely—
- a) The evaluation report shall include a list of all substantially responsive Tenderers ranked from the lowest evaluated price to the highest, so that if the lowest evaluated Tenderer fails to sign the Contract or provide Performance Security or fails to qualify, re-evaluation is not required;
 - b) All members of the Evaluation Committee participating in the evaluation shall sign the evaluation report mentioning their names and designations;
 - c) Any member disagreeing with the recommendation shall provide a detailed Note of Dissent stating reasons;
 - d) The Chairperson shall submit the evaluation report, along with any dissenting opinions, to the Approving Authority, who shall make a decision based on the report; and
 - e) In case of dissent, the Approving Authority may obtain expert opinion on disputed matters before making a decision
- 17.04 The Evaluation Committee shall evaluate and compare Tenders based on the evaluation criteria set out in the Tender Document to identify the successful Tenderer, and the financial proposal of a non-responsive Tenderer shall not be considered under any circumstances.
- 17.05 "A Tender Evaluation Committee may consider a Tender as responsive for evaluation, provided that it has been submitted in compliance with the mandatory requirements of the Tender Document and contains no material deviation or reservation."
- 17.06 Any of the following shall be deemed a Material Deviation or Reservation if it—

- a) significantly affects the scope, quality, or performance;
 - b) Which is inconsistent with the Tender Document, and would significantly limit the Procuring Entity's rights or the Tenderer's obligations under the Contract;
 - c) Any such rectification which would unfairly affect the competitive position of other responsive Tenderers.
- 17.07 A Tender may be considered responsive if it contains—
- a) There are minor deviations that do not materially alter the technical specifications, characteristics and commercial or other terms and conditions of the Tender Document, and such deviations shall be quantified in monetary terms to the extent possible; or
 - b) There are errors or oversight, the rectification of which does not change the substance of the Tender
- 17.08 The Chairperson of the Tender Evaluation Committee may, for the purpose of examination and evaluation of a Tender, request a Tenderer to provide clarification on any aspect of its Tender, including a breakdown of the quoted unit rates:
- Provided that, no Tenderer shall be requested to provide clarification on any matter that may change the substance or any essential element (e.g., price, delivery schedule) of the Tender, and any such clarification, if provided, shall not be acceptable to the Evaluation Committee.
- 17.09 All communications relating to clarification shall be in writing and shall be sent to the concerned Tenderer under the signature of the Chairperson of the Tender Evaluation Committee.
- 17.10 In any request for clarification, the Tenderer shall be reminded of the obligation to maintain confidentiality, and if the Tenderer fails to maintain such confidentiality, his Tender may be declared non-responsive by the Tender Evaluation Committee.
- 17.11 A minimum period of three (3) working days shall be provided to a Tenderer for submission of clarification, and if the Tenderer fails to submit such clarification within the stipulated time, the Tender Evaluation Committee may evaluate his Tender as non-responsive.
- 17.12 If any arithmetic error is detected during the examination and evaluation of a Tender, the Tender Evaluation Committee shall correct such error and shall promptly notify the concerned Tenderer or Tenderers of such correction.
- 17.13 Any discount offered by a Tenderer shall be considered after correction of arithmetic errors.
- 17.14 Where, in a Tender for Works, the price of any item in the Bill of Quantities is not quoted, such price shall be deemed to have been included in the prices of other items and no adjustment of the Tender price shall be made on that account.

- 17.15 If the Tender Evaluation Committee determines that the Tender price is not quoted in a balanced manner, the Committee may require the Tenderer to submit a detailed breakdown of the Tender price and, in the case of front loading of unit rates for any item of Works, the Committee may recommend an increase in the Performance Security relating to the Contract.
- 17.16 There shall be no requirement as to the minimum number of responsive Tenders in any procurement, that is to say, subject to ensuring adequate publication of the Invitation as provided under para 10, if only one Tender is received and upon detailed evaluation it is considered responsive, and the evaluated price is consistent with the official estimate or market price, the Contract may be awarded subject to obtaining approval from the Approving Authority:
- Provided that, in such case the Tender Evaluation Committee shall, with reasons and justification, explain the consideration of the single Tender and submit the evaluation report along with such Tender to the Approving Authority in accordance with para 30.
- 17.17 The Tender Evaluation Committee shall not proceed with the evaluation of a Tender in the following cases—
- a) if any Tenderer fails to demonstrate his qualification under para 85; or
 - b) if a Tenderer does not accept the correction of arithmetic errors under Sub-para 17.12; or
 - c) if the Tender is non-responsive (such as failure to meet the criteria, technical specifications, financial and commercial conditions specified in the Tender Document).
- 17.18 Any additional information provided in a Tender, which was not requested in the Tender Document, shall not be taken into consideration in the evaluation.
- 17.19 For the purpose of determining the lowest evaluated cost, the Tender Evaluation Committee shall—
- a) consider all evaluation criteria specified in the Tender Document;
 - b) in the case of national procurement of Goods, Works and Physical Services, ensure that applicable taxes, duties and VAT have been included in the Tender price;
 - c) in the case of imported Goods under international procurement, exclude applicable duties, taxes and VAT based on the specified Incoterms, and where applicable, add transportation cost, however, for locally produced Goods, only VAT shall be excluded;
 - d) in the case of Works or Services under international procurement, include applicable duties, taxes and VAT; and

- e) quantify in monetary terms any deviations relating to non-price evaluation criteria in accordance with the instructions to Tenderers.
- 17.20 In the procurement of Goods on a lot basis, where a Tenderer offers to supply at least eighty percent (80%) of the items in a lot in accordance with the conditions specified in the Tender Document, the Tender Evaluation Committee shall, for the purpose of determining the winning lot, calculate the total lot price by adding the average price quoted by other responsive Tenderers for those items for which no price has been quoted.
- 17.21 Where, pursuant to Sub-para 17.20, certain items in a winning lot are omitted and such omission is less than twenty percent (20%), the Procuring Entity may procure such omitted items from the Tenderer who has quoted the lowest price for those items.
- 17.22 Where Tenders are invited on a lot-by-lot basis, the Tender Evaluation Committee may award contracts for such lots in combination to achieve the lowest overall evaluated cost.
- Explanation:** If a Tenderer is the lowest evaluated Tenderer for two or more lots but qualifies for only one lot, the Procuring Entity may award the lot which results in the lowest total Contract value, but shall not necessarily award the larger lot as per the Tenderer's preference.
- 17.23 In the evaluation of Tenders involving the application of domestic preference under Sub-para 41.08, the Procuring Entity shall follow the procedures below—
- (a) Tenders in Group A shall be quoted on an ex-works basis, with or without inland transportation cost, including duties and taxes on imported or locally sourced inputs, but excluding sales tax or similar taxes on the finished product;
 - (b) Tenders in Group B shall be quoted on a CIP or CIF basis as specified in the Tender Document, excluding duties and import taxes already paid or payable;
 - (c) The lowest evaluated Tenders of each group shall be compared;
 - (d) If a Tender from Group A is the lowest, it shall be recommended for award;
 - (e) If a Tender from Group B is the lowest, its price (excluding VAT) shall be increased by the percentage of domestic preference specified in the Tender Document before final comparison; and
 - (f) The lowest evaluated Tender after such comparison shall be recommended for award
- 17.24 The responsive Tenderer having the lowest evaluated cost, determined on the basis of the criteria specified in the Tender Document that affect the economic value of the Tender, shall be the successful Tenderer, and such criteria shall, as far as possible, be objective, measurable, and assigned relative weight or expressed in monetary terms.

Example: The delivery or completion schedule of Goods or Works may be a factor or criteria that affects the economic value. If the delivery or completion schedule is specified in the Tender Document to be performed within fifteen (15) to eighteen (18) months, and a Tenderer proposes a Tender price based on delivery or completion within twenty (20) months, then, subject to being specifically mentioned in the Tender Document, a fixed percentage or a lump-sum amount (in this case, the rate or amount applicable for Liquidated Damages may be applied) shall be added to the Tender price for the additional two (2) months of delay beyond eighteen (18) months for the purpose of evaluation only. Other factors that generally affect the economic value of the Tender price are the cost of spare parts, fuel, productivity or performance capacity of equipment, etc.

- 17.25 In the financial evaluation of responsive Tenders, after applying arithmetic corrections, discounts, and other financial or economic adjustments, significantly low-priced Tenders shall be identified in accordance with Appendix 14 for national procurement, and such Tenders shall be considered non-responsive.
- 17.26 After identifying and excluding significantly low-priced Tenders as non-responsive pursuant to Sub-para 17.25 and Appendix 14, the lowest evaluated responsive Tender among the remaining Tenders shall be recommended for award of Contract.
- 17.27 If, after evaluation, it is observed that the lowest evaluated responsive Tender price exceeds the official estimate or approved budget or both, but is consistent with the prevailing market price, the Tender Evaluation Committee may, subject to availability of additional budget, recommend acceptance of the Tender or recommend reduction of scope or reallocation of risks and responsibilities to reduce the Contract price, and submit the evaluation report to the Approving Authority.
- 17.28 Where a decision is taken to reduce the scope of procurement under Sub-para 17.27, the Procuring Entity shall ensure that—
- a) the originally lowest evaluated Tender remains the lowest after re-evaluation;
 - b) the Contract is awarded to the same Tenderer; and
 - c) the primary objective of the procurement is not compromised.

Example: In the case of a road construction, if it is recommended to reduce the scope of works by excluding the road safety items, being the last items of the Bill of Quantities (BOQ); and if, after examining the impact of such exclusion on the prices quoted by the responsive Tenderers, the fourth lowest responsive Tenderer becomes the first lowest Tenderer, then no Contract shall be signed with any of the Tenderers.

- 17.29 Where, after evaluation of multiple Tenders, only one Tender is found responsive and its evaluated price is consistent with the official estimate or market price, the Tender Evaluation Committee shall recommend award of Contract to that Tenderer and submit the evaluation report to the Approving Authority in accordance with para 30.

- 17.30 If the Procuring Entity decides to reduce the scope of procurement due to high Tender price in order to fit within the available budget, the Tenderer shall not be bound to accept such reduction, and if such reduction is not covered under the conditions specified in the Instructions to Tenderers, no penalty shall be imposed for refusal to enter into the Contract.
- 17.31 In exceptional circumstances, where there is equality in the lowest evaluated price, the Tenderer having better past performance under the Procuring Entity shall be selected, and in such case, criteria such as timely completion, application of liquidated damages, termination for default, quality of Goods, Works or Services, and complaint history shall be considered:
- Provided that, in case of price equality, the Tender Evaluation Committee shall first examine the presence of any collusive practice, and if such practice is detected, actions shall be taken in accordance with para 94.
- 17.32 Where, in the case of equal lowest evaluated price, none of the Tenderers has any past experience with the Procuring Entity, selection may be made based on performance under other Procuring Entities within the same organization in accordance with the criteria mentioned in Sub-para 17.31:
- Provided that, in the case of Goods, quality aspects as assessed by users and supported through post-qualification shall also be considered.
- 17.33 Except as provided in Sub-para 17.35, the successful Tenderer shall not be selected by lottery under this Policy.
- 17.34 All records of the evaluation activities shall be kept in safe custody at the office of the Purchaser, and only the members of the Evaluation Committee shall have general access to such records.
- 17.35 In the case of national procurement of Works under limited tendering method pursuant to Sub-para 33.02, where there is equality in the lowest evaluated price, the successful Tenderer may be selected by lottery.

18. Prohibition on Negotiation and Modification of Tenders as a Pre-condition for Contract Award

- 18.01 Except in the cases and circumstances stated below, no negotiation shall be conducted with the lowest evaluated Tenderer or with any other Tenderer at any stage of tender evaluation and contract award or issuance of work order—
- a) in the case of procurement through Direct Contracting;
 - b) in the case of procurement of Physical Services;
 - c) in the case of procurement of Goods, Works or Physical Services through International Competitive Tendering, where the lowest evaluated responsive Tenderer has quoted its price in foreign currency;

- d) where the quoted price of the lowest evaluated responsive Tenderer is significantly higher than the official estimated cost, the Procuring Entity shall investigate the reasons for such excess cost and may conduct negotiation with the lowest evaluated Tenderer with a view to reducing the contract price through reduction of the scope of work or reallocation of risks and responsibilities.
- 18.02 The Tender Evaluation Committee shall not, as a condition for contract award, require any Tenderer to undertake any responsibility not included in the Tender Document, nor to change the price specified in the Tender, or to modify any other condition of the Tender.

19. Determination and Extension of the Period of Validity of Tenders or Proposals

- 19.01 The validity period of a Tender or Proposal shall, in general, be determined within sixty (60) to one hundred and fifty (150) days, taking into account the complexity of the Tender or Proposal and the time required for its evaluation and approval.

Where necessary to suit the requirements of a particular Procurement activity, the Head of the Procuring Entity or an officer authorised by him or her may determine a shorter or longer validity period for the Tender or Proposal.

- 19.02 In exceptional circumstances, where it is considered reasonable, the Procuring Entity may, prior to the expiry of the originally specified validity period, request any Tenderer or Applicant in writing to extend the validity period of its Tender or Proposal, subject to the approval of the Approving Authority. Provided that, in the case of a second extension, the approval of the Head of the Procuring Entity shall be required.
- 19.03 Where any request is made for extension of the validity period, such request shall clearly specify the new date of expiry of the validity of the Tender or Proposal, and the request for such extension shall be communicated to the Tenderers or Applicants at least seven (7) working days prior to the expiry of the original validity period.
- 19.04 Where any request is made for extension of the validity period, such request shall clearly specify the new date of expiry of the validity of the Tender or Proposal, and the request for such extension shall be communicated to the Tenderers or Applicants at least seven (7) working days prior to the expiry of the original validity period.

20. Tender security

- 20.01 For the purpose of discouraging the submission of tenders with ill intent, the Procuring Entity may stipulate in the Tender Document that each Tender shall be accompanied, at the option of the Tenderer, by a Bank Draft, Pay Order, or a Bank Guarantee in the format specified in the Tender Document, issued by any Scheduled Bank in Bangladesh, as Tender Security:
- Provided that, in the case of procurement of works up to an amount of Tk. thirty (30) million, the Tender Security shall be submitted in the form of a Bank Draft or Pay Order issued by any Scheduled Bank in Bangladesh.
- 20.02 In the case of International Tenders, a Bank Guarantee as Tender Security shall be submitted in the format specified in the Tender Document, issued by a reputable international bank, and such guarantee must be counter-guaranteed by a Scheduled Bank in Bangladesh for enforceability. A Bank Guarantee issued by any Scheduled Bank in Bangladesh shall also be acceptable.
- 20.03 To discourage frivolous participation, the amount of Tender Security or lot-wise Tender Security shall be fixed at a reasonable level and shall be stated in the Tender Document as a rounded fixed amount, and shall in no case be expressed as a percentage of the estimated contract price, and such fixed amount shall not exceed 3% (three percent) of the official estimate.
- 20.04 The Tender Security shall be submitted in favour of the account specified in the Tender Document by the Tenderer.
- 20.05 No Tender Security shall be requested in the procurement of Goods, Works, and Physical Services under Direct Procurement Method and Request for Quotation Method.
- 20.06 The Tender Security shall remain valid for at least twenty-eight (28) days beyond the expiry date of the Tender Validity Period, to enable the Procuring Entity to raise any claim, if necessary.

21. Extension of Tender Security Validity

- 21.01 Subject to the Tenderer agreeing to extend the validity of the Tender, the validity period of the Tender Security shall also be extended accordingly, where applicable.
- 21.02 If any Tenderer does not agree to extend the Tender Validity Period, its Tender shall not be considered for further evaluation, and in such case, the Tender Security shall be returned to the Tenderer as soon as possible.
- 21.03 Where the Tender Validity Period is extended, the validity of the Tender Security shall also be extended for at least twenty-eight (28) days beyond the expiry date of the extended validity period of the Tender. The Procuring Entity shall inform the Tenderer of the date up to which the extended Tender Security shall be accepted under Sub-para 19.03.

22. Verification of Submitted Tender Security

- 22.01 Prior to finalization of the Evaluation Report, the Evaluation Committee shall verify in writing the authenticity of the Tender Security submitted by the Tenderer from the issuing bank.
- 22.02 If any Tender Security is found not to be genuine, the corresponding Tender shall not be considered for further evaluation, and the Tenderer may be debarred from participating in future tenders.

23. Forfeiture of Tender Security

- 23.01 A Tender Security may be forfeited if the Tenderer—
 - a) withdraws the Tender after the opening of Tenders within the validity period of the Tender Security; or
 - b) fails to provide the Performance Security, where applicable, or if the same is found not to be valid upon verification; or
 - c) refuses to sign the Contract; or
 - d) refuses to accept the correction of the Tender Price due to arithmetic errors; or
 - e) is found to be engaged in professional misconduct as described under para 94.

24. Return of Tender Security

- 24.01 No Tender Security shall be returned to the Tenderer by the Tender Opening Committee after the opening of Tenders.
- 24.02 Except for Tenders considered as ‘Non-responsive’, no Tender Security shall be returned prior to the signing of the Contract.
- 24.03 Immediately after approval of the Evaluation Report, the Tender Security of ‘Non-responsive’ Tenders may be returned by the Procuring Entity.
- 24.04 The Tender Security of other responsive Tenderers shall be returned only after the lowest evaluated responsive Tenderer has signed the Contract and submitted the Performance Security, provided that such return shall be made before the expiry of the validity period

25. Performance Security

25.01 The successful Tenderer shall furnish Performance Security in the amount specified in the Tender Data Sheet, following the rates stated below:

- a) For divisible commodities, 5% (five percent) of the Contract Price;
- b) For Goods, 10% (ten percent) of the Contract Price;
- c) For Works, 10% (ten percent) of the Contract Price, where advance payment is applicable;
- d) For Works, 5% (five percent) to 10% (ten percent) of the Contract Price, where no advance payment is applicable;
- e) For Physical Services, 5% (five percent) to 10% (ten percent) of the Contract Price;
- f) For transportation of Goods, 5% (five percent) of the Contract Price and 5% (five percent) of the value of transportable goods;
- g) For limited tendering, 3% (three percent) to 5% (five percent) of the Contract Price;
- h) In the case of procurement of goods from Government, autonomous or semi-autonomous bodies, no Performance Security shall be required; however, 10% (ten percent) may be deducted from the payable bill as Security Retention;
- i) In procurement of intellectual and professional services from consulting firms, the Procuring Entity may impose Performance Security at a rate of maximum 3% (three percent) to 5% (five percent) of the Contract Price, based on necessity and practicality, as specified in the Proposal Document:

Provided that, no Performance Security shall be imposed on individual consultants; and in Single Source Selection (SSS) method, procurement of such services from Government, autonomous, or government-owned entities, organizations, companies, or trusts shall not mandatorily require Performance Security;
- j) In the case of direct procurement of spare parts from the original manufacturer or its sole agent, submission of Performance Security shall not be mandatory.

25.02 If, due to front loading or significantly lower quoted Tender Price compared to the official estimate, the Evaluation Committee opines that the Tender is unbalanced, the Procuring Entity may increase the amount of Performance Security up to a maximum of 25% (twenty-five percent) of the Contract Price.

25.03 In local procurement, the Performance Security shall be submitted in the form of a Bank Draft, Pay Order, or Bank Guarantee issued by any Scheduled Bank in Bangladesh.

- 25.04 In the case of international competitive procurement, the Performance Security shall be submitted in the form of a Bank Guarantee issued, in the format specified in the Tender Document, by a reputed international bank having a correspondent Scheduled Bank in Bangladesh to ensure enforceability. A Performance Security issued by any Scheduled Bank in Bangladesh shall also be acceptable.
- 25.05 The Performance Security shall remain valid for at least twenty-eight (28) days beyond the expiry date of the Defects Liability Period.

26. Restrictions on Disclosure of Information Related to the Procurement Process, etc.

- 26.01 After the opening of Applications, Tenders, Quotations, Expressions of Interest, or Proposals and until the issuance of the Notification of Award, no Tenderer or Applicant shall make any form of communication with the Procuring Entity in respect of its Application, Tender or Proposal, unless it has been requested to provide clarification, invited for negotiation, or such communication is necessary for lodging a complaint.
- 26.02 No Tenderer or Applicant shall, in any manner whatsoever, attempt to influence the examination and evaluation process of Applications, Tenders, Expressions of Interest, or Proposals.
- 26.03 If any Tenderer or Applicant attempts to influence the decision of the Procuring Entity regarding evaluation or contract award in relation to any Tender, Quotation, Application, Expression of Interest, or Proposal, such Tender, Application, or Proposal of that Tenderer or Applicant shall be rejected and actions may be taken under para 94 of this Policy.
- 26.04 All officers and employees directly or indirectly involved in the “Procurement Proposal” process shall maintain confidentiality regarding the approval of the “Procurement Proposal”.
- 26.05 If any Tenderer or Consultant seeks to know from the Procuring Entity the reasons for non-acceptance of its submitted Tender or Proposal, the Procuring Entity shall inform such Tenderer or Applicant only of the relative position and deficiencies of its submitted Tender or Proposal, but shall not disclose any information regarding other Tenderers or Applicants.
- 26.06 In providing information under Sub-para 26.05, the confidentiality of the evaluation process shall be maintained.

27. Procedures to be Followed in Case of Rejection of Tenders, Proposals or Quotations

- 27.01 The Procuring Entity may, under the circumstances described in Sub-para 27.02, upon the recommendation of the Evaluation Committee and after approval of such recommendation by the Approving Authority, reject all Tenders, Proposals, or Quotations.

- 27.02 All Tenders, Proposals, or Quotations may be rejected in the following circumstances, if—
- a) despite the official cost estimate being realistic, the lowest evaluated Tender or Quotation exceeds such estimate; or
 - b) there is evidence of lack of effective competition in the procurement process (such as non-participation by a number of potential Tenderers); or
 - c) although the stipulated completion time for any supply or works is reasonable and realistic, the Tenderers are unable to submit Proposals to complete the same within such stipulated time; or
 - d) all Tenders, Proposals, or Quotations are non-responsive; or
 - e) any error, irregularity, or inconsistency is observed in the Tender process or in the Tender Documents which would, if the procurement process is continued, defeat the purpose of procurement of the Company; or
 - f) any instance of professional misconduct is established which has seriously affected the procurement process; or
 - g) negotiation (where applicable) fails.
- 27.03 Rejection of the Tender or Quotation shall not be mandatory if the lowest evaluated price is consistent with the prevailing market price.
- 27.04 Before taking a decision to reject any Tender, Proposal, or Quotation for reasons other than failure of all substantially responsive Tenderers or Applicants to meet the post-submission qualification criteria, the Procuring Entity shall carefully examine such reasons.

28. Measures to be taken after cancellation

- 28.01 The Procuring Entity after rejecting all Tenders, Quotations or Proposals and before inviting new Tenders, Quotations or Proposals shall –
- a) reassess the official estimate or budget or both, and
 - b) subsequently consider making revisions to the Conditions of Contract, design and specifications, scope of Contract or a combination of these factors.
- 28.02 If all Tenders, Quotations or Proposals are rejected on the ground(s) stated in Sub-para 27.02 (b), then while inviting fresh Tenders, Quotations, Expressions of Interest or Proposals the Procuring Entity shall ensure that –
- a) in the case of Notice Inviting Tenders or Request for Expressions of Interest, are advertised more widely nationally and depending upon value, internationally; and

- b) in the case of Quotations, the Request for Quotations are issued to other Persons in addition to those who were earlier invited, to submit Quotations.
- 28.03 In case of rejection of all Tenders, Quotations or Proposals under Sub-para 27.02, fresh Tenders, Quotations, Proposals or Expressions of Interest may be invited using revised Documents, whereby those who earlier participated or were pre-qualified or short-listed may participate or be re-invited.
- 28.04 In case professional misconduct is established under Chapter Eight, appropriate action in accordance with sub-para 94.08, shall be taken.
- 28.05 The Procuring Entity shall, within three (3) working days of taking the decision to reject all Tenders, Proposals or Quotations, notify all concerned Tenderers and Applicants accordingly.
- 28.06 The Procuring Entity shall, upon written requests from Applicants or Tenderers, inform them of the reason(s) for the rejection of their Tender, Quotation, or Proposal.
- 28.07 The Procuring Entity may, on justifiable grounds and with the prior approval of the Head of the Procuring Entity, annul the Procurement proceedings prior to the deadline for the submission of Tenders. Quotations or Proposals and if any Procurement proceedings so rejected all Applications, Tenders, Quotations or Proposals received by the Procuring Entity shall be returned unopened to the Tenderers or Applicants.

29. Approval of Tender or Proposal

- 29.01 Approval shall be obtained, based on the financial delegation of powers, by including, as applicable, Customs duties, Value Added Tax (VAT), Income Tax (IT), Insurance, and all other probable costs, along with the contract price as recommended by the Evaluation Committee.
- 29.02 Upon overall consideration of the recommendation of the Evaluation Committee, the Approving Authority, determined on the basis of the recommended contract price in accordance with sub-para 29.01, may—
- a) approve the said recommendation; or
 - b) seek clarification from the said Committee on any specific matter relating to the recommendation; or
 - c) upon providing reasons—
 - A) reject the said recommendation and request the said Committee for re-evaluation; or
 - B) cancel the said recommendation and direct that the procurement be processed afresh in accordance with the provisions of these paras.

30. Procurement Approval Process, Issuance of Notification of Award, and Contract Signing

- 30.01 The Procuring Entity, the Evaluation Committee and the Approving Authority shall, for the purpose of executing a procurement contract under this Policy, follow the approval procedure specified in this para properly until the issuance of the Notification of Award.
- 30.02 Where, in accordance with the delegation of financial powers, the Approving Authority is the Head of the Procuring Entity or any authorised officer—
- a) the Evaluation Committee, upon completion of the evaluation in accordance with the provisions of these para, shall submit the Tender Evaluation Report and its recommendation regarding the award of contract, excluding the tender or proposal documents, in a sealed envelope directly to the Head of the Procuring Entity or the authorised officer, as applicable, for approval;
 - b) after approving the Evaluation Report or taking any other decision in accordance with para 29, the Head of the Procuring Entity or the authorised officer shall sign thereon and return the same to the Procuring Entity for taking further necessary action.
- 30.03 Where the Approving Authority is the Board of Directors of the company—
- 30.02.01 the Evaluation Committee shall prepare a summary titled “Procurement Proposal” and shall submit such summary, along with the Evaluation Report and its recommendation regarding the contract award, excluding the tender or proposal documents, in a sealed envelope directly to the Head of the Procuring Entity. The Head of the Procuring Entity shall submit the procurement proposal, along with the relevant documents, to the Board of Directors.
- Provided that, where the Head of the Procuring Entity himself or herself is the Chairperson of the Evaluation Committee, the Procurement Proposal along with the relevant documents shall be sent directly to the Board of Directors.
- 30.02.02 after approval of the “Procurement Proposal” or taking any other decision in accordance with para 29, the Board of Directors shall return the same to the Head of the Procuring Entity for taking necessary action.
- 30.04 Where any tender or proposal is approved, the Procuring Entity shall take the following actions—
- a) the Procuring Entity shall issue the Notification of Award within three (3) working days from the receipt of the approval decision, but before the expiry of the validity of the tender or proposal;
 - b) where item-wise tenders are invited for one or more items, a single contract shall be concluded with a tenderer for all the items for which Notification of Award has been issued in its favour;

- c) the successful tenderer shall, after receiving the Notification of Award, submit a Performance Security in favour of the Procuring Entity within the following time limits—
 - A) in the case of national tenders, within fourteen (14) working days from the date of issuance of the Notification of Award;
 - B) in the case of international competitive tenders, within twenty-eight (28) working days from the date of issuance of the Notification of Award;
- d) the Performance Security shall be issued by a scheduled bank in the amount specified in the contract and in the currency in which the contract price is payable;
- e) prior to signing the contract, the Procuring Entity shall verify the authenticity of the Performance Security submitted by the tenderer by sending a written request to the branch of the bank issuing the bank draft or irrevocable bank guarantee;
- f) upon verification that the Performance Security submitted by the tenderer is genuine, the duly authorised officer of the Procuring Entity and the successful tenderer shall sign the contract within the following time limits—
 - A) in the case of national tenders, within twenty-eight (28) working days from the date of issuance of the Notification of Award;
 - B) in the case of international tenders, within forty-two (42) working days from the date of issuance of the Notification of Award;
- g) if the submitted Performance Security is not found to be invalid or unauthentic or genuine, the Procuring Entity shall, in addition to forfeit the Tender Security of the tenderer, take appropriate action against the tenderer in accordance with para 94;
- h) a copy of the Notification of Award shall be displayed on the notice board of the Procuring Entity and published on the company's own website within twenty-four (24) hours of issuance and shall remain published on the website for at least twenty-eight (28) days;
- i) Upon signing, the purchase contract shall be displayed on the noticeboard of the Procuring Entity's (PE) office, and information regarding the execution of the contract must be published on the company's own website. This information must be posted within three (3) working days of the contract signing and must be reserved on the noticeboard or the website for a minimum period of one (1) month.
- j) in the case of any procurement contract exceeding Taka one (1) million, the Procuring Entity shall publish the contract award-related information, including beneficial ownership information of the successful economic operator, on the website or web portal of BPPA.

CHAPTER FOUR
METHODS OF PROCUREMENT FOR GOODS, WORKS AND PHYSICAL
SERVICES AND THEIR USE

NATIONAL PROCUREMENT

31. Use of Open Tendering Method: One Stage One Envelope Method

- 31.01 The open Tendering shall be the preferred method of Procurement for Goods, Works and Physical Services, unless the threshold or special circumstances relating to a specific requirement make it more appropriate for one of the other Procurement methods to be used.
- 31.02 Tenders shall be invited from all eligible Tenderers through public advertisement under Para 10.
- 31.03 The minimum time allowed for Tenderers to prepare and submit their Tenders for Goods, Works and Physical Services shall be as follows, provided that the Tender Documents are ready for sale and made available by the date of publication of the advertisement:
- Time for preparation and submission of Tenders for National Procurement of Goods, Works and Physical Services under the Open Tendering Method from the date of advertisement:
- Not less than fourteen (14) days for Procurement up to Tk. twenty (20) million;
 - Not less than twenty-one (21) days for Procurement above Tk. twenty (20) million and up to Tk. Fifty (50) million;
 - Not less than twenty-eight (28) days for Procurement above Tk. fifty (50) million;
 - Not less than fourteen (14) days for emergency Procurement following a catastrophe or the above three cases;
 - Not less than ten (10) days for re-Tendering up to Tk. twenty (20) million, not less than fourteen (14) days for other invitations for Re-tender, or not less than seven (7) days for urgent re-Tendering.
- 31.04 In the case of Procurement of Goods, Works and Physical Services under Open Tendering Method process and proceedings in flow-charts as given in Appendix-3 shall be followed.

32. Use of Other Methods for Procurement of Goods, Works, Etc.

32.01 A Procuring Entity may use a Procurement method other than Open Tendering Method for Procurement of Goods, Works and Physical Services in accordance with the requirements set out in these Rules, namely, Limited Tendering Method, Direct Procurement Method, Two-stage Tendering Method, One-stage Two-Envelope Tendering Method and Request for Quotations Method:

provided that the selection of any Procurement method other than Open Tendering Method, should be recorded stating the reasons or justifications for the method selected in compliance with the conditions specified in these Rules.

32.02 In the case of Procurement of Goods and related Services and Works and physical Services under Limited Tendering Method, Two-stage Tendering Method, One-stage Two-Envelope Tendering Method, Request for Quotations Method and Direct Procurement Method, process and proceedings as specified in Appendix-4, 5, 6, 7, and 8 shall be followed.

33. Use of the Limited Tendering Method

33.01 A Procuring Entity may undertake Procurement by means of Limited Tendering Method in the following circumstances, namely –

33.01.01 when Goods, Works and Physical Services by reason of their specialized nature, are available only from a limited number of qualified potential Suppliers or Contractors ; or

33.01.02 when there is an urgent need for Procurement of Goods, Works or Services and appear as such that open national or international competitive Tendering would be impractical.; or

provided that the circumstances giving rise to the such urgency were neither foreseeable by the Procuring Entity nor caused by delay on its part; or

33.01.03 when the Government/Board establishes a policy to standardize on a certain number of brands to cut down spare parts stock requirements and maintenance costs such as vehicles, computers, laboratory equipment, research equipment, and specialized power plant equipment including On-Load Tap Changers, energy meters, boosters, DCS, SCADA, relays, control and protection equipment, turbines, generators, etc.

33.02 The Procuring Entity may invite Tenders from enlisted Suppliers or Contractors when required time and administrative cost for going through Open Tendering would be high compared to the value of the Procurement subject to the following threshold:

a) Maximum Tk. five (5) million in the case of Goods, Physical Services and Standalone Services;

b) Maximum Tk. fifty (50) million in the case of National Works.

- 33.03 In case of procurement described under Sub-Para (33.01) under the Limited Tendering Method, no value threshold shall apply and Tenders shall be invited from potential Suppliers or Contractors or Service Providers, and in case of National Procurement for Works under Sub-Para (33.02), if any Tenderer quotes a price more than 5 (five) percent above or below the official estimated cost, such Tender shall be rejected.

Example: In case of National procurement for Works under the Limited Tendering Method, if the official estimated cost is stated as Taka 10 million in the Tender Document, a Tenderer may submit a Tender within a range of 5% or from Taka 9.5 million to Taka 10.5 million. Provided that, if a Tenderer submits a Tender below Taka 9.5 million or above Taka 10.5 million, such Tender shall be rejected.

- 33.04 If the lowest evaluated Tender price exceeds the value threshold described under Sub-Para (33.02), approval for the award of Contract in such case shall be obtained from the next higher authority in accordance with the Delegation of Financial Powers.
- 33.05 Prior approval of the Head of the Procuring Entity or an officer authorized by him or her shall be obtained for using the Limited Tendering Method.
- 33.06 The submission of Tender Security shall not be mandatory under this method, but the submission of Performance Security shall be required.

34. Procedures to be Followed for Using the Limited Tendering Method

- 34.01 Procuring Entities who need to purchase Goods, Works and Physical Services of a specialized nature and who know the limitations on the availability of number of Suppliers or Contractors or Service Providers may directly invite Tenders from the potential Suppliers or Contractors or Service Providers.
- 34.02 Where an updated list of potential Economic Operators is maintained by the Procuring Entity under Para 88, Tenders may be invited from such enlisted Economic Operators for procurement under Sub-Para (33.02).
- 34.03 In addition to inviting Tenders under Sub-Para (34.02), the invitation notice shall be published on the website of the Procuring Entity and websites of other agencies with a view to increasing competition and transparency.
- 34.04 A Procuring Entity which does not maintain an updated list of potential Economic Operators may use the list of Economic Operators maintained by other major Procuring Entities or published on the website of BPPA for this purpose.
- 34.05 Time for preparation and submission of Tenders from the date of invitation (as applicable) under the Limited Tendering Method:
- not less than fourteen (14) days;

- time for re-Tendering can be reduced to seven (7) days
- not less than 07 (seven) days for procurement in case of urgent necessity;
- below seven (7) days in the case of national disasters with the approval of Head of Procuring Entity

35. Two-Stage Tendering Method

- 35.01 A Procuring Entity may use this Method in the case turnkey Contracts or Contracts for large complex facilities (such as the supply, installation and commissioning of processing plants, or works of complex nature or communication technology etc.). The use of the word ‘complex’ covers Procurement requirements for which it may not be in the best interests of the Procuring Entity to prepare complete technical specifications in advance because of rapidly changing technology, and also Procurement requirements for which the Procuring Entity lacks the capability to prepare a full technical specification because alternative technical approaches may be available, but not within the knowledge of the Procuring Entity.
- 35.02 In the First-Stage, a Procuring Entity shall invite unpriced Technical proposals through advertisement on the basis of a conceptual design that provides potential Tenderers with basic technical information, such as conditions relating to expected production capacity of works, outline of the technical specifications and visual, operational and economic details of the object of the Procurement.
- 35.03 The advertisement under Sub-Para (35.02) shall state the criteria that shall be used to determine responsiveness of a Technical Proposal in which, the following issues shall also be included –
- a) the relative managerial and technical competence of the Tenderer; and
 - b) the effectiveness and future adaptability of the Technical Proposals submitted by the Tenderer in meeting the Procurement requirements of the concerned Procuring Entity.
- 35.04 There shall be no requirement of submitting a Tender Security by the Tenderers in the First-Stage.
- 35.05 In response to the invitation for Technical Proposal, Tenderers shall submit its Technical Proposals describing the technical performance, quality and other characteristics of the Goods, Works and Physical Services which they consider best suited to meet the Procuring Entity’s needs and shall comment upon the terms and conditions suitable for managing contract performance.
- 35.06 Not less than 42 (forty-two) days from the date of publication of the advertisement in the newspapers shall be provided for the submission of Technical Proposals in the first stage.

- 35.07 The Evaluation Committee shall evaluate all Technical Proposals received and in view of the complex nature of this kind of Procurement, it may, with the approval of the Head of a Procuring Entity or an officer authorised by him or her or an Approving Authority, seek the assistance of a Technical Sub-Committee, or external technical experts from the beneficiary entity or others with specific knowledge of the concerned object of Procurement.
- 35.08 The Evaluation Committee may then engage in confidential and separate discussions, if necessary, with each of the responsive Tenderers concerning any aspect of their Proposals except the Tender price and each Tenderer shall maintain the confidentiality of his or her Tender and shall not reveal any confidential information or ideas to other Tenderers.
- 35.09 At the end of the discussions under Sub-Para (35.08), the Evaluation Committee shall issue Minutes of Tender Adjustments to each responsive Tenderer that outlines the changes required in its Technical Proposal, as agreed with the Procuring Entity for incorporation in the Second-Stage Tender.
- 35.10 The Evaluation Report, including each draft minutes of the adjustments signed by the concerned Tenderers and all members of the Evaluation Committee, shall be submitted to the Head of the Procuring Entity or the officer authorized by him or her or the Approving Authority for review, within seven (7) days of holding the final meeting of the Evaluation Committee.
- 35.11 In case the Approving Authority does not agree with the recommendation in the Evaluation Report, the matter shall be dealt with in accordance with the provision of Para 29.
- 35.12 Before launching the Second-Stage, the Procuring Entity shall revise the Tender Documents to reflect the agreed new technical scope and set out the detailed tender evaluation criteria for the Second Stage Tenders.
- 35.13 In revising the Tender documents in the second stage the Procuring Entity shall maintain the confidentiality of the Tenderers' Technical Proposals used in the first stage, consistent with requirements of transparency and intellectual property rights.
- 35.14 All responsive Tenderers from the First-Stage shall be invited to submit their priced 'best and final' Tenders, in accordance with the requirements of the Second-Stage Tender Document and the individual Minutes of Tender Adjustments issued to each Tenderer within twenty-one (21) days.
- 35.15 For the Second-Stage, the Procedures for Tender submission, opening, evaluation and award of the Contract shall follow the same procedures as for Open Tendering Method

36. One Stage Two Envelop Tendering Method

- 36.01 Where the Procuring Entity is capable of preparing a complete Tender Document including full Technical Specifications, Bill of Quantities (BOQ) or Schedule of

Requirements, designs, etc., for Turnkey Contracts or contracts for the supply, installation, and commissioning of large Plants (such as processing plants, or large works, or Information and Communication Technology contracts, procurement of power plant equipment, etc.), he or she may apply the One Stage Two Envelope Tendering Method.

- 36.02 The Procuring Entity shall publish an advertisement inviting Tenderers to submit their Technical and Financial Proposals in two separately marked, sealed envelopes, which shall then be enclosed within another outer envelope and that outer envelope shall be re-sealed for Tender submission.
- 36.03 The Tenderer shall be invited to submit the Tender Security along with the Technical Proposal in a rounded fixed amount as specified in the advertisement.
- 36.04 The time to be allowed for publication of the advertisement prescribed for the Open Tendering Method shall also apply to the Tendering Method referred to in this Para.
- 36.05 The Tender Opening Committee shall first open only the Technical Proposals at the place and time specified in the Tender Document.
- 36.06 The Tender Evaluation Committee shall evaluate the Technical Proposals on a 'pass or fail' basis in accordance with the conditions, technical qualifications, and criteria specified in the Tender Document.
- 36.07 The Tender Evaluation Committee shall determine whether the Technical Proposal of each Tenderer meets the technical qualification criteria, and if it fails to meet the technical qualification criteria, such Tender shall be considered non-responsive.
- 36.08 Upon completion of the evaluation of Technical Proposals, such Evaluation Report shall be approved by the Approving Authority.
- Provided that, until such approval is obtained, the Financial Proposals shall be kept in safe custody by the Head of the Procuring Entity or a person authorized by him or her.
- 36.09 Following the approval of the Evaluation Report of the Technical Proposals, the Procuring Entity shall request in writing the Tenderers who are successful in the technical evaluation to attend the public opening meeting, informing them of the place, date, and time for opening the Financial Proposals.
- 36.10 At the Tender opening meeting, the Tender Evaluation Committee shall open the Financial Proposals of all Tenderers successful in the technical evaluation in accordance with Para 15.
- 36.11 The Tender Evaluation Committee shall, after evaluating the Financial Proposals in accordance with Para 16, select the lowest evaluated Tenderer.
- 36.12 After signing the Contract with the successful Tenderer, the Procuring Entity shall notify the Tenderers whose Technical Proposals were considered non-responsive of the reasons for their non-responsiveness, and shall return their Financial Proposals unopened.

37. Request for Quotation Method

- 37.01 A Procuring Entity may undertake Procurement by means of the Request for Quotations Method for readily available in the market standard off-the-shelf Goods, low value simple Works and Physical Services, subject to not exceeding the following financial thresholds:
- Maximum Tk. five (5) hundred thousand in each Procurement up to annual aggregate amount of Tk. four (4) million for Goods.
 - Maximum Tk. one (1) million in each Procurement up to annual aggregate amount of Tk. six (6) million for Works and Physical Services.
- 37.02 The Head of the Procuring Entity shall strictly control the use of the Request for Quotations Method in order to ensure that there is no abuse and that its use by Procuring Entities is restricted to the items specified in this Para.
- 37.03 Where the Request for Quotations Method is not designated for the respective Procurement in the approved Procurement Plan, the approval of the Head of the Procuring Entity or an officer authorized by him or her shall be mandatory for using the Request for Quotations Method.
- 37.04 In deciding or justifying the use of the Request for Quotations Method, the following shall be considered
- a) Procuring Entities shall not use the Request for Quotations Method as means to either bypass more competitive methods of Tendering or split large potential contracts into smaller ones solely to allow the use of this method.
 - b) the Request for Quotations Method should not require complex Documentation or all the formalities of a full Tendering process.
- 37.05 Quotations for low value simple Works or Physical Services may be requested in the form of -
- (a) unit rate prices, provided quantities can be estimated with a reasonable degree of accuracy; or
 - (b) “cost plus fee” arrangements, when quantities cannot be reasonably determined or estimated in advance; or
 - (c) a lump sum, if the Procuring Entity has prepared an accurate cost estimate for the Works or Physical Services.
- 37.06 Procuring Entities, in accordance with Sub- Para (6.01), shall use the Standard Tender Document of BPPA.
- 37.07 No Tender or Performance Securities are required when the Request for Quotations Method is used.

Provided that, in the procurement of Goods, Works, or Physical services under the Request for Quotations Method where a Warranty Period or Defects Liability Period is required to be maintained, a provision for deducting Retention Money may be included in the Tender Document, which shall be deducted from the final bill payable to the Economic Operator.

- 37.08 Requests for Quotations do not need to be advertised in the newspaper ; but for the minimum circulation shall publish that advertisement in the Website of the Procuring Entity, if any, including its Notice Board and shall send with request for publication to the administrative wing of the another nearby Procuring Entities.
- 37.09 The deadline for the submission of Quotations shall be reasonable and kept to a minimum, but shall not exceed ten (10) days.
- 37.10 The Procuring Entity shall not charge any fees for the Requests for Quotations Document.
- 37.11 The Procuring Entity shall request quotations from as many Tenderers as practical and shall obtain and compare at least three (3) responsive quotations to establish the competitiveness of the quoted price.
- 37.12 The Procuring Entity should, in order to minimize the risk of not receiving satisfactory number of responsive quotations, request all potential Tenderers to confirm whether or not they will be submitting a quotation in order to invite other Tenderers to replace those who are not submitting a quotation.
- 37.13 The Procuring Entity shall, in order to diversify the source of supply and treat all potential Tenderers equally as long as they provide good performance and economic price, ensure that the same Tenderers are not always invited to quote.
- 37.14 All quotations, whether submitted in sealed envelopes or by other means, shall be examined and evaluated by a Tender Evaluation Committee on the very submission date after the deadline specified.
- 37.15 The Procuring Entity shall stamp all quotations, received sealed or otherwise, indicating both the date and time of receipt and shall submit without opening to the Chairperson of the Tender Evaluation Committee for evaluation.
- 37.16 If the Procuring Entity has not received at least three (3) responsive quotations within the given time, it shall verify with the other Tenderers to whom it sent a request for quotation whether or not they intend to submit a quotation, and if so, how soon.
- 37.17 Where three or more Quotations have not yet been received, the Procuring Entity may give reasonable amount of additional time for other Tenderers to submit Quotations and shall proceed with the evaluation of the Quotations received provided that a minimum of three (3) Quotations are available after the expiry of the additional time.

38. Direct Procurement Method

- 38.01 The Procuring Entity may use the Direct Procurement method for Procurement for Goods, Works and Physical Services from one source without going through competitive Procurement methods but shall under no circumstances be used to avoid competition or to favour a particular Person, Supplier or Contractor to discriminate among Persons, Suppliers or Contractors.
- 38.02 The Head of a Procuring Entity shall strictly control the use of the Direct Procurement Method as it- does not provide the benefits of competition, lacks transparency and could encourage unacceptable and fraudulent practices.
- 38.03 The decision to use this method shall be approved by the Head of the Procuring Entity or an officer authorised by him or her in order to ensure that there is no abuse and its use is restricted to the circumstances specified in these Paras.
- 38.04 Forms of Direct Procurement Method: Until contrary to the context Direct Procurement Method shall be applicable in any of the following cases-
- a) Direct contracting;
 - b) Cash purchase;
 - c) Force account.
- 38.05 Force Account may be applied for the direct employment of labor on a wage basis for the requirements of the Company, provided that the expenditure does not exceed Tk. four (4) hundred thousand in each case and is subject to the approval of the allocation breakdown; furthermore, like cash procurement, this shall not require the approval of the Head of the Procuring Entity or an officer authorized by him or her.
- 38.06 Materials and equipment and rental of additional equipment required to perform works under Force Account may be procured using other procurement methods such as Request for Quotations Method or Direct Contracting under Para 39 or Cash Purchase under Para 40
- 38.07 In using the Direct Procurement Method pursuant to this Para, the Procuring Entity shall prepare a detailed description of its requirements, quality, quantity, and the time and terms of delivery.
- 38.08 The Procuring Entity shall, in the first place, ask for a Priced Offer from a Tenderer directly and, subject to determining the technical responsiveness of the proposal through the Evaluation Committee, shall initiate negotiations with the sole Tenderer.

38.09 For procurement from any Government Department or Organization, the Procuring Entity may, subject to collecting the price proposal and obtaining necessary approval pursuant to the Delegation of Financial Powers, issue a work order or enter into a contract;

However, it is noted that in the case of procurement from a Government-owned enterprise, Government directives issued from time to time shall be followed.

38.10 There shall be no requirement for direct Procurement to be advertised.

38.11 There shall be no requirement for a Tender security in case of direct Procurement, but a Performance Security shall be obtained from the Economic Operator except for Procurements under Para 40, 25.01 (j) and Sub-Para 38.05.

38.12 A Contract shall be signed between both parties for Direct contracting except for Procurement under Para 40 and Sub-Para 38.05.

39 Use of Direct Contracting

39.01 The Procuring Entity may invite only one Supplier or Contractor or Service Provider to submit an offer under any of the following conditions:

39.01.01 Procurement of Goods and related Services of proprietary nature which can be obtained only from the proprietary source, i.e. when patents, trade secrets and copyrights prohibit others from manufacturing the same item; or

39.01.02 where the Procurement of critical plant components from a specific manufacturer, Supplier or distributor is a condition precedent to hold such manufacturer, Supplier or distributor to guarantee its project performance in accordance with the provisions of the Contract; or

39.01.03 those sold by an exclusive dealer or manufacturer which does not have sub dealers selling at lower prices and for which no suitable substitute can be obtained at more advantageous terms; or

39.01.04 for the procurement of goods in respect of which competitive pricing cannot be obtained as the selling price is fixed by the Government (such as fuel, fertilizer, etc.); or

39.01.05 for the procurement of maintenance services from the original manufacturer, or its authorized sole importer or dealer, following the expiration of the warranty period for high-technology equipment or plant;

39.01.06 for procurement of perishable Goods (such as fresh fruits, vegetables, and similar Goods) at a reasonable market price prevailing at the time of procurement; or

39.01.07 Procurement of Goods under exceptionally advantageous conditions,

- provided that those are of the latest production, unused and are covered by manufacturer's warranty; or
- 39.01.08 in special cases, where Goods assembled or manufactured in a government-owned industrial plant are procured, or in the procurement of any Physical Services provided under the management of the own manpower of any Government-owned enterprise; or
- 39.01.09 when the Government wishes to promote small scale local industries for specialized products as per specification approved by certain Governmental agencies and statutory bodies; or
- 39.01.10 Procurement of spare parts of existing equipment where a change of Supplier would result in the Procurement of equipment, spare parts or Services which would not be interchangeable with the existing equipment, spare parts or Services, or
- 39.01.11 Where Goods, Works or Services are procured within the thresholds as specified below to respond to an emergency situation arising from a natural disaster or a similar crisis [such as a Grid Failure, Plant Failure or other circumstances resulting in Plant Shutdown, requiring urgent repairs for restoration of the Power Plant to operation]:
- Maximum Tk. ten (10) million in each Procurement up to annual aggregate amount of Tk. seventy (70) million; or
- 39.01.12 This Method may be applied for the procurement of emergency Goods, Works and Physical Services in the aftermath of a disaster declared by the Government, such as severe flooding, river erosion or similar events, where the delivery period required under other Procurement Methods would not be practicable. This Method shall also apply in cases of emergency restoration following an unforeseen disruption of essential utility services, such as electricity, gas, water supply or sewerage systems. The Procuring Entity shall, however, maintain adequate stocks and reserves to respond emergency situations. This provision shall be applied only in exceptional circumstances and shall not be used for routine Procurement.
- 39.01.13 Procurement of Goods, Works and Services of very urgent or essential nature such as catering services, ambulance services, transportation services, event management services, repair/maintenance services, plumbing services, carpentry services, masonry services, within the thresholds as specified below:
- Maximum Tk. five (5) hundred thousand in each Procurement up to annual aggregate amount of Tk. two (2) million with the approval Head of the Procuring Entity.
- 39.01.14 Contracts for stand-alone Services such as catering Services, security Services, courier Services, and others of a similar nature, with the original

Contractor may be renewed on annual or term basis, if the original contract was awarded on competitive basis, provided that the renewal will not be given more than twice.

40. Cash Purchase

- 40.01 The Procuring Entity may, subject to approval of the budget allocation, directly procure low-value Goods and urgent and essential Services, including maintenance, repair, transportation and similar Services, within the value and annual aggregate amount specified below, and no further approval from the Head of the Procuring Entity or an officer authorized by him or her shall be required:

Not exceeding Tk. seventy-five (75) thousand for a single Procurement, subject to an annual aggregate amount not exceeding Tk. two million five hundred thousand (2.5 million).

- 40.02 The Procuring Entity may undertake any Purchase under this Para by an officer or a purchase committee, comprising maximum three (3) members (not below Assistant Engineer/Assistant Manager/Equivalent Officer), formed by it for this purpose, depending on the nature of the purchase.
- 40.03 Payments for Purchase under Sub-Para (40.01) may be made by cash or cheque and a purchase order or contract shall not be required.

INTERNATIONAL PROCUREMENT

41. Use of Open Tendering Method in International Procurement: One Stage One Envelope Method

- 41.01 Unless the use of any other Procurement method is deemed more justified in special circumstances for a specific Procurement or in view of the financial threshold, the Open Tendering Method shall be used as the preferred method in the procurement of Goods, Works, or Physical services.
- 41.02 For international Tendering, the time allowed for the submission of Tenders shall be sufficient to allow the invitation to reach all potential Tenderers and to enable them to prepare and submit Tenders and in the case of notice inviting re-tender, the following minimum time shall be provided:
- a) Not less than forty-two (42) days from the date of publication of advertisement in the newspaper in case of Open Tendering Method and One Stage Two Envelope Tendering Method;
 - b) Not less than twenty-eight (28) days from the date of publication of advertisement in the newspaper in case of re-Tendering

- c) Not less than forty-two (42) days from the date of publication of advertisement in the newspaper in 1st stage and not less than twenty-one (21) days for preparation in 2nd stage in case of Two-Stage Tendering Method.
- 41.03 Technical specifications shall be based upon international standards or those widely used in international trade and such standards shall be compatible with those in use in Bangladesh.
- 41.04 Where the Bangladesh standard is thought to be unique, the words “or equivalent” shall be added to allow for wider competition.
- 41.05 the acceptable currencies in which the Tenderers shall be permitted to express their Tenders and any Tender or performance securities to be presented by them as well the currency or currencies in which the contract price will be paid shall be stated in the Tender Document. Bangladeshi Taka, the home currency of the Tenderer, US Dollar (USD), and Euro shall be preferred.
- 41.06 the Tender Document may allow for a domestic preference at the following rates to provide local manufacturers, Suppliers and Contractors with a price advantage over their international competitors for the purpose of promoting domestic products or industries:
- Not exceeding fifteen percent (15%) of the delivered price for Goods;
 - Not exceeding seven and a half percent (7.5%) of the contract price for Works
- 41.07 Where applicable, the relevant INCOTERM shall be specified
- 41.08 If a Procurement Entity decides, in the case of Procurement of Goods, that an international open Tender shall include domestic preference, Tenders will be classified in the following groups, namely -
- (a) Group A which shall comprise Tenders offering Goods manufactured in Bangladesh for which labour, raw materials and components from within Bangladesh make up more than thirty percent (30%) of the ex-Works (EXW) price of the Goods and the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such Goods since, at least, the date of submission of the Tender.
 - (b) Group B which shall include all Tenders for offering Goods of foreign origin, which have already been imported or are to be imported, by the Procuring Entity directly or through the Supplier’s local representative.
- 41.09 If a Procuring Entity decides, in case of Procurement of Works, that an International Open Tender shall include the provision for domestic preference, then in such cases national Tenderers shall meet the following conditions in order to qualify for domestic preference, namely -
- (a) the Tendering entity shall be registered in Bangladesh;

- (b) the entity shall be majority-owned by nationals of Bangladesh;
 - (c) Excluding the Provisional Sum, no sub-contract exceeding thirty percent (30%) of the total contract price shall be awarded in favor of any foreign contractor;
 - (d) Other conditions for domestic preference as specified in the tender document shall be complied with.
- 41.10 Subject to the fulfillment of the following conditions, a Joint Venture, Consortium or Association (JVCA) of domestic companies formed in accordance with the provisions of Para 90 may be considered eligible for domestic preference:
- (a) Each partner of the JVCA must be registered in Bangladesh, and the majority ownership thereof must be held by Bangladeshi nationals;
 - (b) The company formed through the JVCA must be registered in Bangladesh;
 - (c) Excluding the Provisional Sum, the said company shall not sub-contract more than thirty percent (30%) of the total contract price in favor of any foreign contractor; and
 - (d) The company formed through the said JVCA will have to fulfill other conditions related to local priority benefits as mentioned in the tender documents.
- 41.11 In any JVCA formed by a combination of domestic and foreign business entities, if the share of the local partners is below fifty percent (50%), the said joint venture shall not be eligible for the benefit of domestic preference.
- 41.12 When the Works Tenders received are under evaluation, the following procedure shall be followed:
- a) responsive Tenders shall be classified into the following groups:
 - A) Group A shall include all Tenders offered by Bangladesh national Tenderers and JVCA which meet the qualifications above under Sub-Para (41.09 and 41.10); and
 - B) Group B shall include all other Tenders.
 - b) for the purposes of the evaluation and comparison of Tenders only, the respective evaluated Tender prices of all Tenders placed in Group B shall be increased by the percentage for domestic preference specified in Para (41.06), after having adjusted arithmetical errors or other discrepancies and having excluded Provisional Sums and provision, if any, for contingencies within the Tender price, but including price of Day Work.
 - c) the lowest evaluated priced Tenders in Groups A and B shall then be compared and that lowest evaluated Tender shall be recommended for award

- 41.13 Guidance Notes and instructions on Domestic Preference shall be included in the Standard Tender Documents for international competitive Tendering.
- 41.14 To encourage national industries, national Suppliers offering Goods manufactured or assembled in Bangladesh, participating in International Tenders, shall be permitted, like international tenderers, to submit their Tender in a combination of local and foreign currencies.
- 41.15 In the case of international Procurement under Open Tendering Method process and proceedings in flow-charts as specified in Appendix-3 shall be followed.

42. Two-Stage Tendering Method in International Procurement

- 42.01 The provision of Para (32) and (41) with regard to open Tendering with international competition shall apply to the Two-Stage Tendering Method of Procurement, whenever a Procuring Entity considers that there is a need for effective international competition.
- 42.02 Procuring Entities shall follow the procedures set out in Para (35) with regard to Procurement using the Two-Stage Tendering Method for aspects related to advertisement, Tender validity, technical specifications and payment currency except the provisions for domestic preference which are not applicable for methods other than open Tendering.
- 42.03 The reasons for the selection of Procurement by the Two-Stage Tendering Method shall be documented and preserved.
- 42.04 In the case of international Procurement under Two-Stage Tendering Method process and proceedings in flow-charts as specified in Appendix-5 shall be followed

43. One-Stage Two-Envelope Tendering Method in International Procurement

- 43.01 Where, in the circumstances described in Para 36, it appears that the procurement requirement cannot be met through national procurement, the Procuring Entity may use the One-Stage Two-Envelope Tendering Method for international procurement.
- 43.02 Under this Para, the procedures applicable to the One-Stage Two-Envelope Tendering Method described in Para 36 shall, mutatis mutandis, apply to the conduct, processing, opening and evaluation of Tenders under the One-Stage Two-Envelope Tendering Method in international procurement.

44. Request for Quotation Method in International Procurement

- 44.01 In the case of Procurement of divisible commodities in bulk from the international market Request for Quotation Method, with prior approval of the Head of a Procuring Entity, shall be used.

44.02 This method may be used for Procurement of commodities in bulk in the following cases, namely -

44.02.01 for Procurement of machinery spare parts to meet an urgent need;

44.02.02 for Procurement of machinery spare parts quoted in established commodity markets;

44.02.03 for taking advantage of favourable market conditions, Procurement by multiple awards for partial quantities in each case to ensure long term security of supply.

44.03 The procedures to be followed for the Procurement of commodities under this Parag shall be the same as the Request for Quotations Method for National Procurement described in Chapter Four, and shall be as follows:

44.03.01 A list of potential Suppliers shall be prepared for a specified period, and periodic Quotations shall be invited from such Suppliers, from time to time, for the Procurement of any particular commodities;

44.03.02 Suppliers shall be invited to quote prices linked to the market price at the time of or prior to the shipments;

44.03.03 a single currency in which the commodity is usually priced in the market may be used for Tendering and payment and shall be specified in the Request for Quotations Document; and

44.03.04 standard Contract conditions and forms consistent with market practices shall be used.

45. Limited Tendering Method in International Procurement

45.01 A Procuring Entity may engage in Procurement of Goods, Works or physical Services by means of the Limited Tendering Method with international competition in accordance with this Para whenever a Procuring Entity considers there is a need for effective international competition.

45.02 The procedures as applicable for Limited Tendering Method in the case of national Procurement as specified in Para 33 shall also be followed for Procurement under this method with international competition.

45.03 The reasons for use of this method shall be recorded and maintained

46. Direct Procurement Method in International Procurement

46.01 Whenever a Procuring Entity considers that there is a need for international competition, it may use the Direct Procurement Method in accordance with Paragraphs 38, 39, and 40.

- 46.02 The justification for use of this method shall be recorded and maintained.
- 46.03 The procedures as applicable for Direct Procurement Method in the case of national Procurement as specified in this Policy shall also be followed for Procurement under this method with international competition

Framework Agreement

47. Framework Agreement

- 47.01 For the procurement of commonly used Goods of the same nature, routine Works or recurrent Services over a specified period, a Framework Agreement may be entered into with a view to avoiding repetitive Tendering and achieving better value for money. Thereafter, Procurement may be carried out through the issuance of Call-off Notices and the formation of Contracts at specified intervals or in accordance with the requirements of the Procuring Entity.
- 47.02 A Framework Agreement may be entered into with one or more Suppliers for the procurement of commonly used Goods, routine Works or Services for a specified period not exceeding three (3) years, through the Open Tendering Method, the Limited Tendering Method or, in special cases, through Direct Contracting in accordance with Sub-Para 38.04.
- 47.03 Framework Agreement shall not be used to procure items or Goods for prices higher than the market prices.
- 47.04 Framework Agreement may take several forms, namely –
- a) An Agreement with a single Economic Operator for the recurrent supply of a specified quantity of Goods, or for the repeated execution of routine Works or Physical Services over a specified period, including the right to procure additional quantities as required;
Example: Procurement of specified quantity of photocopying paper and stationery or its estimated requirements over twelve (12) month period.
 - b) Procurement of approximate quantities from a sole Supplier for successive deliveries over a defined period of time with or without an option for extension of period;
Example: Several Government agencies may form a group for the procurement of an indefinite quantity of office supplies over a period of twelve (12) months and may delegate responsibility for Procurement management to one agency acting as the Lead Agency. The agencies comprising the group may be granted the right to issue Call-off Notices directly under a Framework Agreement.
 - c) Procurement, on an item-by-item basis, of approximate quantities of Goods from multiple Suppliers through recurrent deliveries over a specified period, with or

without provision for extension of such period;

- d) An Agreement with multiple Suppliers for the procurement of estimated quantities of Goods, Works or Physical Services over a specified period, with or without an option for extension, whereby supply, execution of Works or performance of Services shall be procured through a mini-competition based on the evaluation of price proposals at the call-off stage;
- e) A Procuring Entity may, for a short period and without any provision for extension, procure estimated quantities of one or more items of Goods, routine Works or Physical Services from a single Supplier or a limited number of Suppliers through recurrent deliveries or execution.

CHAPTER FIVE

PROCUREMENT OF INTELLECTUAL AND PROFESSIONAL SERVICES

48. Methods for the Procurement of Intellectual and Professional Services and their Application

- 48.01 The prime consideration in the selection of the successful Consultant in the Procurement of intellectual and professional Services shall be given to the quality of a Consultant's Technical Proposal.
- 48.02 Where the selection of a Consultant on the basis of international competition is essential for the performance of any intellectual and professional Services, the Procuring Entity shall, in such case, encourage the inclusion of local Consultants or experts in the performance of such Services.
- 48.03 Depending on the nature and complexity of the assignment, different methods as specified in this para may be used; provided, however, that the Quality and Cost Based Selection and the Selection under a Fixed Budget shall be the methods to be considered in the first instance, and, in the case of application of methods other than such methods, the approval of the HOPE or any officer duly authorised by him shall be required, and such methods shall be followed subject to the following conditions:
- 48.03.01 Quality & Cost Based Selection (QCBS) Method: Quality & Cost Based Selection is the preferred method that shall be used in most cases and shall take into account-
- A) the quality of the Proposal; and
 - B) the cost of the Services.
- 48.03.02 Selection under a Fixed Budget (FBS) Method: Selection under a Fixed Budget is appropriate only when -
- A) the assignment is relatively simple and can be precisely defined; and
 - B) the budget is specified or fixed in amount
- 48.03.03 Selection under Least Cost Selection (LCS) Method: The Selection under Least Cost Selection method is appropriate for the selection of Consultants for an assignment of a- standard or routine nature such as audits, architectural and engineering design , where established practices and standards exist and where the Contract value does not exceed Tk. Ten (10) million.

48.03.04 Selection Based on Consultant's Qualifications (SBCQ) Method: The Procuring Entity may consider the use of the SBCQ method where Contract value does not exceed Tk. fifteen (15) million, for which the cost of a full-fledged selection process would not be justified, such as -

- a) Review of alternative solutions in respect of which brief evaluation studies are involved at critical decision-making stages of the project and which involve substantial downstream assignments;
- b) executive assessment of strategic plans;
- c) high level, short-term specialised legal service;
- d) participation in project review expert panels
- e) where both the employment period of the Consultants and their service delivery time period are short-term; and
- f) Where only a limited number of consultants are well-known to be qualified for an assignment.

48.03.05 Selection under Single Source Selection (SSS) Method (individual consultants or firms): the application of this method shall be appropriate only where it clearly offers greater advantage than competition:

- a) where rapid selection is essential (for example, in cases of emergency)
- b) for small assignments within the threshold specified below;

a maximum of Tk. three (3) million for consultant firms;

a maximum of Tk. two (2) million for individual consultants
- c) when only a single individual Consultant or only a single firm is qualified or possesses rare/special experience relevant to the assignment; or
- d) in the case of procurement of Services from a government, autonomous or government-owned institution, agency, company or trust (such as BUET, BIDS, BPATC, BIM, BIAM, ESCB, IIFC, TICI, BITAC, BSTI, BPMI, MIST, DUET, CEGIS, IWM, etc.); or and
- e) this method may also be appropriate in the case of assignments essential for the natural continuation of an assignment previously performed by a Consultant

- 48.03.06 Design Contest: A Design Contest is such a selection method through which short-listed firms (generally architectural firms), are invited to submit conceptual designs for physical projects, such as memorials, research centres, office headquarters or vehicle sheds.
- 48.03.07 Individual Consultant Selection (ICS) Method: Individual Consultants may be employed for assignments in which the qualifications and experience of the individual are most important and for which no team of experts or additional professional support is required;
- 48.04 In exceptional case, where, under a contract for consulting Services, it is necessary to complete the Services on an urgent basis within the scope of the original Contract, a Variation Order may be issued under sub-rule (71.12).
- 48.05 In the case of procurement of consulting Services under the Quality and Cost Based Selection Method, the Selection under a Fixed Budget Method, the Selection under the Least-Cost Selection Method and the Selection under the Single Source Selection Method, the procedures and actions specified in the flow diagrams set out in Schedules 9, 10, 11 and 12, respectively, shall be followed.

49. Procedures for Selection under the Quality and Cost Based Selection Method

- 49.01 The procedures of Quality and Cost Based Selection are as follows
- a) a Request for Expressions of Interest (EOI) as laid down in para 57 is advertised to invite interested Applicants in order to prepare a shortlist of Applicants;
 - b) a Request for Proposals shall be prepared and sent to short-listed Consultants selected following the provisions of para 61;
 - c) after receiving the technical proposals, the Proposal Evaluation Committee shall meet to evaluate the Proposals;
 - d) the evaluation of Proposals shall be carried out in two (2) stages in the following manner -
 - A) the Technical Proposals shall be evaluated;
 - B) the financial Proposals of technically responsive Proposals shall be opened in the presence of the Applicants or their representatives who wish to attend;
 - C) a combined evaluation of Technical and Financial Proposals shall follow and the Applicant with the winning Proposal will be invited to negotiations.

50. Procedures for Selection under a Fixed Budget Method

- 50.01 The Procedures to be followed for the Selection under a Fixed Budget Method shall be the same as for the Quality and Cost Based Method, with the following exceptions, namely -
- a) the Request for Proposal shall indicate the available budget excluding taxes and ask the Applicants to provide, in separate envelopes, their best Technical and Financial Proposals within the budget;
 - b) the TOR shall be as complete as possible to make sure that the budget is sufficient for the Consultants to perform the expected tasks;
 - c) the Request for Proposal shall require the Applicants to provide breakdowns of their costs for the different activities with a provision that Applicants who decline to provide the breakdown risk the rejection of their Proposals;
 - d) the Request for Proposal shall state that, following opening of Proposals, all Proposals that exceed the indicated budget shall be rejected and the Applicant who has submitted the highest ranked Technical Proposal among the rest shall be selected and invited to negotiate the Contract.

51. Procedures for Selection under Least Cost Selection (LCS)

- 51.01 The procedures to be followed for the Selection under Least Cost Selection method shall be the same as for the Quality and Cost Based Selection Method with the following exceptions, namely -
- a) the Request for Proposal shall state that following evaluation of Technical Proposals and opening of Financial Proposals, the Applicant offering the lowest evaluated price shall be selected for negotiations as described in para 66; and
 - b) under this method Proposals passing the technical score threshold shall then be treated equally and evaluated on the basis of cost only.

52. Procedures for Selection of Consultants Based on Consultant's Qualifications (SBCQ)

- 52.01 The Procuring Entity shall select the Consultants with the best possible qualifications, since very small assignments may be very important and could be highly specialized advisory Services with a limited scope and duration.
- 52.02 The Procuring Entity shall not disregard quality while aiming to reduce the cost and time needed to hire a Consultant.

- 52.03 The Procuring Entity shall first prepare the Terms of Reference and shall thereafter invite Expressions of Interest from the Consultants in the database, together with information relating to their experience and qualifications relevant to the assignment.

Provided that, in the case of procurement exceeding Tk. five (5) million, it shall be desirable to publish in a newspaper an advertisement containing the request for Expressions of Interest.

- 52.04 The Procuring Entity shall, through the Evaluation Committee, evaluate the submitted Expressions of Interest on the basis of qualifications and references, determine the ranking in order of qualification, and prepare a short list.

- 52.05 The highest ranked Firm in the short list prepared in accordance with sub-para 52.04 shall be invited to submit a combined Technical and Financial Proposal and, if such Technical Proposal is found acceptable, shall be invited for Contract negotiations, and, except for such exception, the SBCQ Method shall be similar to the Quality and Cost Based Selection Method:

Provided that, where negotiations with the highest ranked Firm fail, action may be taken, in sequence, with the next ranked Firms in the manner described in this sub-para.

53. Procedures for Selection under Single Source Selection Method

- 53.01 The justification for the application of the Selection under Single Source Selection Method shall be examined, having regard to the objective of ensuring equal opportunity to all Consultants and securing economy and efficiency in the overall interest of the Procuring Entity, and the decision to apply the Selection under Single Source Selection method shall be approved in writing by the Head of the Procuring Entity or an officer authorised by him or her, and shall be documented.

- 53.02 This method may also be applied in the case of a downstream assignment, where such assignment is indispensable for the continuity of an assignment, provided that the previous Services have been performed satisfactorily.

- 53.03 In the case of such downstream assignment, the Procuring Entity shall initially invite the Consultant selected for the original assignment to prepare Technical and Financial Proposals on the basis of the Terms of Reference prepared by the Procuring Entity, which shall thereafter be negotiated.

- 53.04 The selected Consultant shall be provided with the Request for Proposals or, as the case may be, the Terms of Reference, and shall be requested to submit a Technical and Financial Proposal, upon receipt of which negotiations shall be held between the Proposal Evaluation Committee and the selected Consultant with a view to reaching agreement, in which all aspects of the Proposal, whether technical or financial, shall be discussed together.

- 53.05 Intellectual and professional Services may be procured from any government-owned institution or specialised service-providing qualified institution by following the procedures in accordance with sub-para 53.04.

54. Procedures for Design Contest (DC)

- 54.01 As the principal element of a Design Contest, the conceptual design shall adequately reflect the aesthetic aspects of the project together with its technical features.
- 54.02 The Procuring Entity shall prepare a short list of potential Applicants on the basis of experience, capability and reputation; however, where difficulty arises in preparing an appropriate short list, the Procuring Entity shall, through wide publicity of the Design Contest advertisement, invite suitable Firms to submit Expressions of Interest.
- 54.03 The Procuring Entity shall send to the short-listed Applicants a letter of invitation and a document containing the request for submission of design proposals, together with project-related information for the proposers, including a statement in the Proposal Data Sheet of the special features of the project, instructions relating to the preparation of the design, other applicable information and data, and the Terms of Reference.
- 54.04 The evaluation criteria may include the following matters, namely, innovation, aesthetic elements, proper adaptability to the surrounding conditions, efficient use of the available physical space, planning for attractive presentation to prospective users, incorporation of energy-saving arrangements and environment-friendly components, potential for revenue generation, if any, and the estimated construction cost.
- 54.05 In accordance with the document containing the request for submission of design proposals, each short-listed Applicant shall submit a sealed Proposal containing the preliminary conceptual design and the related estimated cost.
- 54.06 After receipt and opening of all Proposals, the Proposal Opening Committee shall send all Proposals to the Procuring Entity in a closed box for safe custody for a period not exceeding 01 (one) working day.
- 54.07 Upon receipt of the Proposals, the Proposal Evaluation Committee shall evaluate the proposed designs in accordance with the broad evaluation criteria set out in the document containing the request for submission of design proposals and shall submit the Evaluation Report in accordance with para 63.
- 54.08 Since the conceptual design is preliminary in nature, if the project proceeds, detailed engineering and construction designs, a Bill of Quantities, technical specifications and Tender Documents, and a Contract for supervision of the construction Works shall be prepared on the basis of the winning design.
- 54.09 The successful Applicant shall be requested to submit a combined Financial and Technical Proposal and, if the Technical Proposal is considered acceptable, shall be invited to negotiations.

- 54.10 The document containing the request for submission of design proposals may provide for a prize for the successful Applicant, which may consist of a Contract for the design or designs of the subsequent stage or stages of the project together with a pre-determined sum of money, and may also provide for smaller monetary awards to the second and third ranked Applicants in the evaluation, in order partially to compensate the expenditure incurred by them, provided that they are close runners to the successful Applicant.
- 54.11 The standard document containing the request for submission of proposals may be adjusted to suit the specific requirements of the Design Contest.

55. Procedures for Selection of Individual Consultants (SIC)

- 55.01 Individual Consultants may be engaged under sub-para 48.03.07 for assignments in which the qualifications and experience of the individual are of paramount importance and for which no team of experts or additional professional support is required;
- 55.02 Individual Consultants may be engaged under this method on the basis of a comparative review of the curricula vitae describing the qualifications and experience of candidates who have expressed interest in response to the notice containing the request for Expressions of Interest or who have been obtained through direct contact by the Procuring Entity.
- 55.03 Individuals shall, in their Expressions of Interest, demonstrate the qualifications and experience required of them and their full capability to carry out the assignment.
- 55.04 The qualifications of individuals shall be assessed on the basis of their educational qualifications, experience in the field of work and the relevance of such experience to the proposed assignment and, where applicable, knowledge of the local language and culture, and, on the basis of such qualifications, a short list comprising not more than 07 (seven) candidates shall be prepared, except in the case described in sub-para 55.07.
- 55.05 The short-listed candidates shall be invited for interview, and the Proposal Evaluation Committee shall, through such interview, establish the competence and qualifications of the candidates and prepare a second list comprising not more than 03 (three) candidates in order of qualification, and thereafter the highest qualified candidate shall be invited for negotiations regarding remuneration, reimbursable expenses, facilities to be provided by the Procuring Entity, etc., and at the next stage for signing of the Contract.
- 55.06 The Procuring Entity may prepare a priority list of alternative candidates with a view to selecting, within a reasonable budget, the most qualified candidate with due economy and efficiency.
- 55.07 Notwithstanding anything contained in para 55, under the following circumstances, an Individual Consultant may be engaged, subject to the prior approval of the Head of the Procuring Entity, without inviting Expressions of Interest, if-

- a) the assignment is a continuation of previous work; or
- b) the duration of the assignment is not more than 6 (six) months; or
- c) it becomes necessary to carry out the assignment on an urgent basis due to natural disaster; or
- d) the person concerned is considered to be the only qualified Consultant for the assignment.

Provided that, in the case of selection of a Consultant for the assignments mentioned in sub-para 55.07(b) and (c), a decision shall be taken by collecting the curricula vitae of at least 3 (three) interested Consultants and considering their educational qualifications and work experience.

56. Application of Framework Agreement in Procurement of Intellectual and Professional Services

- 56.01 For recurring intellectual and professional Services, the Procuring Entity may enter into a Framework Agreement by following the Least-Cost Selection Method or the Selection Based on Consultants' Qualifications Method or the Selection of Individual Consultants Method.
- 56.02 In the case of procurement of Services under this para, the Procuring Entity shall enter into a Framework Agreement taking into consideration the method described in sub-para 47.04(b) of this Policy.

57. Submission of Expressions of Interest

- 57.01 A notice containing the request for Expressions of Interest shall be prepared in order to obtain the information necessary regarding interested Applicants for the purpose of preparing a short list, and at the next stage the document containing the request for submission of proposals shall be sent to the short-listed Applicants.
- 57.02 A notice containing the request for Expressions of Interest shall be published in accordance with para 10, allowing at least 14 (fourteen) days for domestic procurement and at least 21 (twenty-one) days for international procurement for submission of Expressions of Interest by potential Applicants.
- 57.03 The notice containing the request for Expressions of Interest shall include the following information:
 - a) the name and address of the Procuring Entity;
 - b) a description of the assignment, together with a detailed description of the scope of the intellectual and professional Services required;

- c) the experience, resources, professional staff and delivery capacity of the potential Applicants, as proof of qualification to carry out the assignment;
 - d) the place and deadline for submission of their written Expressions of Interest; and
 - e) any other information which, in the opinion of the Procuring Entity, will be helpful to potential Applicants.
- 57.04 The notice containing the request for Expressions of Interest shall state that the Expression of Interest shall be submitted in one place only, and in such case submission in more than one place shall not be acceptable.
- 57.05 A prospective Applicant shall, following the notice containing the request for Expressions of Interest, submit its Expression of Interest on the specified date, at the specified time and place.
- 57.06 Where the formation of a joint venture, consortium or association among local and foreign Firms is considered conducive to the obtaining of high-quality Services, the notice containing the request for Expressions of Interest shall state that formation of such joint venture in accordance with para 90 shall be encouraged by the Procuring Entity.

58. Opening of Expressions of Interest

- 58.01 Applications for Expressions of Interest may be submitted by courier, post, fax or e-mail.
- 58.02 Applications relating to Expressions of Interest shall not be opened publicly.
- 58.03 Immediately after the expiry of the deadline specified for submission of applications relating to Expressions of Interest, the Procuring Entity shall convene a meeting of the Proposal Opening Committee constituted in accordance with para 15 for the purpose of opening the applications and recording the names of all Applicants and other relevant particulars.
- 58.04 After recording the particulars of the Applicants, the Proposal Opening Committee shall submit the applications received and the recorded particulars to the Proposal Evaluation Committee.

59. Evaluation of Applications and Approval of Short List, Etc.

- 59.01 The Proposal Evaluation Committee constituted in accordance with para 16 shall, on the basis of the criteria described in the request for Expressions of Interest, evaluate the applications received for the purpose of preparing a short list composed of the Applicants best qualified to carry out the assignment.

- 59.02 The appropriateness of Applicants for the assignment shall be evaluated, on the basis of the following information stated in the notice containing the request for Expressions of Interest, by applying the qualification scale of Excellent, Very Good, Good and Poor, but not on the basis of marking, in order to assess the highest qualified Applicants:
- a) brochures submitted indicating the facilities and areas of expertise of the Firm;
 - b) descriptions of similar assignments completed;
 - c) experience in similar working environments and conditions;
 - d) availability among the Applicant's staff of personnel with appropriate experience and professional qualifications and of adequate resources to carry out the assignment; and
 - e) financial soundness and managerial capacity.
- 59.03 Upon completion of the evaluation, the Proposal Evaluation Committee shall prepare a short list composed of not less than 4 (four) and not more than 7 (seven) Applicants who have fulfilled the conditions set out in the request for Expressions of Interest and who, in the opinion of the Proposal Evaluation Committee, have shown adequate and sufficient capacity to satisfy the qualifications necessary for carrying out the assignment under consideration, and shall submit its report with recommendations to the Head of the Procuring Entity for approval.
- 59.04 If, after evaluation, the number of short-listed Firms is less than 4 (four), the Proposal Evaluation Committee shall review the assignment for the purpose of verifying the following matters:
- a) whether the format of the request for Expressions of Interest was correct;
 - b) whether it met the requirements of the Procuring Entity; and
 - c) whether it was properly advertised in accordance with para 10.
- 59.05 If, upon verification of the matters described in sub-para 59.04, such matters are found to be correct and the other matters remain consistent with this Chapter, the Proposal Evaluation Committee may submit the same to the Head of the Procuring Entity, with a recommendation for approval of a short list containing fewer than 4 (four) Firms.
- 59.06 Where greater competition is desired, the Head of the Procuring Entity shall direct that the request for Expressions of Interest be re-advertised more widely after making appropriate amendments thereto so as to make the assignment more attractive to Consultants.
- Provided that Procuring Entities shall not treat re-advertisement as a routine matter; rather, they shall make due efforts to advertise the request for Expressions of Interest properly so that an adequate short list may be finalised in the first round of advertisement.

- 59.07 If, even after re-advertisement in accordance with the condition in sub-para 59.06, the number of Applicants in the evaluated short list remains less than 4 (four), the short list shall be considered final and the document containing the request for submission of proposals shall be sent only to the smaller number of short-listed Applicants.
- 59.08 After approval by the Head of the Procuring Entity or an officer authorised by him or her, all Applicants who have expressed interest shall be informed whether or not they have been included in the short list.

60. Preparation of Terms of Reference for Consulting Services

- 60.01 In determining the Terms of Reference for Consultants with a view to assisting in the preparation of Proposals, the following information shall generally be provided to Applicants:
- a) background information on the project and the general environment within which the assignment is to be carried out;
 - b) the objectives and scope of the consulting Services;
 - c) the duration of the assignment;
 - d) the Services and survey work necessary for carrying out the assignment and the expected outputs;
 - e) in cases where transfer of experience or training is one of the objectives, a specific outline shall be provided, if known, of the number of officers and employees to be trained, the training schedule and the subject-matter of the training, in order to enable the Applicant to prepare an estimate of the resources required;
 - f) the facilities and support to be provided to the Consultant by the Procuring Entity or the user or beneficiary organisation;
 - g) institutional arrangements; and
 - h) special information and basic data obtained in any existing relevant study and the place where such information and data may be obtained.
- 60.02 The Terms of Reference shall not be excessively detailed or inflexible, and Applicants shall be afforded an opportunity to submit proposals on their own methods of performance and to comment on the Terms of Reference predetermined by the Procuring Entity.
- 60.03 The respective responsibilities of the Consultant and the Procuring Entity or the beneficiary shall be clearly stated in the Terms of Reference.
- 60.04 The scope of the assignment described in the Terms of Reference shall be consistent with the budget allocation.

61. Preparation and Issue of the Request for Proposal Document

61.01 The Procuring Entity shall prepare the document containing the request for submission of proposals in accordance with the standard document containing the request for submission of proposals issued and to be issued by the BPPA and shall distribute the same to the short-listed Applicants.

61.02 The document containing the request for submission of proposals shall include the following information, namely:

- a) the name and address of the Procuring Entity;
- b) a description of the required assignment in the form of Terms of Reference;
- c) a requirement, under the Quality and Cost Based Selection, Selection under a Fixed Budget and Least-Cost Selection processes, that each Applicant shall submit the Technical and Financial Proposals in two separately sealed inner envelopes, properly marked, placed together in another outer envelope and sealed, in accordance with the instructions described in the document containing the request for submission of proposals;
- d) clear instructions in the document containing the request for submission of proposals that failure to comply with the instructions on sealing and marking may result in pre-disclosure of the Proposal and that the Applicant shall be solely and entirely responsible therefore and that such failure may constitute grounds for declaring its Proposal non-responsive;
- e) an undertaking that Consultants currently engaged in providing consulting Services shall, because of the possibility of future conflict of interest with the work to be performed by them, refrain from participating in the competition for procurement of Goods, Works or physical Services arising from or related to the said consulting Services;
- f) an undertaking that, in the case of any Applicant who has carried out earlier related work and in respect of whom there is considered to exist a possibility that a conflict of interest may reasonably arise in future, such Applicant shall also refrain from participating in any subsequent assignment;
- g) the process for informing Applicants of the deadline and place for submission of Proposals and, in the case of Applicants whose Proposals are accepted for financial evaluation, the time, date and place for opening of their Financial Proposals; and
- i) the standard form of Contract to be used, setting out the respective mutual obligations applicable both to the Consultant and to the Procuring Entity.

61.03 The following papers shall be included with the document containing the request for

submission of proposals, namely:

- a) the Letter of Invitation together with the short list;
- b) instructions to the Applicant or the Consultant, as the case may be;
- c) the Proposal Data Sheet;
- d) the General Conditions of Contract;
- e) the Particular Conditions of Contract;
- f) the standard form of Contract;
- g) the Terms of Reference; and
- h) appendices.

- 61.04 In each case, the Procuring Entity shall use only the most appropriate standard document containing the request for submission of proposals.
- 61.05 The Procuring Entity shall not ordinarily make any change to the standard document containing the request for submission of proposals, but may include in the Proposal Data Sheet and in the Particular Conditions of Contract such matters as are necessary for the relevant assignment.
- 61.06 The Letter of Invitation shall state the Procuring Entity's intention to enter into a Contract for consulting Services, the source of funds, the detailed information of the beneficiary institution, the list of short-listed Consultants and the date, time and place for submission of Proposals.
- 61.07 The Procuring Entity shall include in the Letter of Invitation a list of the documents to be included in the document containing the request for submission of proposals.
- 61.08 In the instructions to the Applicant or the Consultant, the Procuring Entity shall include all information for assisting Applicants to prepare responsive Proposals and shall provide information regarding the procedure for submission of Proposals and the evaluation criteria in order to make the selection process as fair and transparent as possible.
- 61.09 If any short-listed Consultant is in an advantageous position in the competition due to having previously provided Services in relation to the assignment under consideration, all information known to such Consultant by reason of which it is in such advantageous position, such as designs, study reports, strategy papers, etc., shall be provided to the other competing Consultants with the document containing the request for submission of proposals.

- 61.10 Having regard to the complexity of the assignment, the Proposal validity period shall be specified in the instructions to Applicants or Consultants within a period of 60 (sixty) to 150 (one hundred and fifty) days:
- Provided that a shorter or longer period may be fixed having regard to the requirements of any special procurement by the Head of the Procuring Entity or an officer authorised by him or her.
- 61.11 The Procuring Entity shall prepare a realistic cost estimate for the purpose of making an appropriate budget allocation for the relevant assignment.
- 61.12 The Procuring Entity may, where applicable, divide the activities included in the relevant assignment into different components and provide for the professional fees, reimbursable expenses and other incidental expenses required for each component.
- 61.13 The Applicant shall prepare its estimate of price on the basis of the quantity determined by the Procuring Entity in assessing the resources required for carrying out the assignment, including the Staff-months, logistic support and physical inputs.
- 61.14 Costs may generally be divided into two principal categories:
- a) fees or remuneration according to the type of Contract; and
 - b) reimbursable expenses which, in the case of time-based Contracts, shall include, subject to submission of documentary evidence, air fares, per diems, visa costs, medical expenses, transportation costs, office rent, purchase of vehicles, office equipment, office furniture, etc.
- 61.15 The realistic estimated cost of Staff-months shall be determined in accordance with the specialised knowledge and skills required and the expected proportion of international and national Consultants.
- 61.16 The items of reimbursable expenditure mentioned in sub-para 61.14(b) are applicable only by way of example and may vary according to the Terms of Reference, particularly in the case of the facilities to be provided to the consulting Firm by the Procuring Entity or the user or beneficiary institution.
- Example:** if the Procuring Entity or the user or beneficiary institution can provide office equipment, vehicles or both, there shall be no need for the Applicant to include such items in its estimate of costs.
- 61.17 The fee or remuneration fixed for the personnel carrying out the assignment shall be the only actual fixed cost quoted by the Applicant in its Proposal.
- 61.18 For certain specific Services, such as pre-shipment inspection, Procurement Agency Services, training of trainees in institutions or universities, and advertising for privatisation or twinning, the Procuring Entity may adjust the formats of the standard document containing the request for submission of proposals issued by the BPPA.

- 61.19 Applicants shall be given a minimum period of at least 28 (twenty-eight) days for domestic procurement and at least 42 (forty-two) days for international procurement for preparation of Proposals.
- 61.20 The document containing the request for submission of proposals shall specify the period within which any request made by an Applicant for clarification on any matter shall be entertained by the Procuring Entity and the necessary response shall be provided.
- 61.21 The document containing the request for submission of proposals may be sent to the short-listed Applicants by e-mail or by courier.
- 61.22 Depending on the nature of any clarification sought by an Applicant, it may become necessary to extend the deadline for submission of Proposals, and in such case the matter of clarification shall also be communicated to all short-listed Applicants.
- 61.23 Where it is intended to hold a pre-Proposal meeting for the purpose of clarification of any matter, the date and time of such pre-Proposal meeting shall be stated in the Proposal Data Sheet.
- 61.24 In determining the evaluation criteria in the document containing the request for submission of proposals under the Quality and Cost Based Selection Method, the following matters shall be considered:
- a) price shall be considered judiciously as a criterion of selection, and in the evaluation of Proposals it shall be of lesser relative importance than the qualifications of the Applicant and the quality of the Proposal;
 - b) relative weights shall be assigned between quality and price according to the nature of the assignment, and in the case of multidisciplinary feasibility studies and management studies, where the intellectual and professional quality of the Consultant is of overriding importance, the weights for quality and cost may be fixed between 80 (eighty) and 90 (ninety) per cent and between 10 (ten) and 20 (twenty) per cent respectively:

Provided that, in determining the ratio of weights for quality and cost at 90 (ninety) percent and 10 (ten) percent respectively, the recommendation of the Board shall be obtained.
 - c) at least 70 (seventy) percent marks shall be obtained in the Technical evaluation;
 - d) those Technical Proposals which do not achieve the required minimum marks shall be considered unsuitable and their Financial Proposals shall be returned unopened to the Applicants;
 - e) for certain standard Services, such as pre-shipment and other inspection, Procurement Services, training of trainees in universities and similar assignments, where adequate quality is generally assured by business or regulatory standards, the relative weighting between quality and price may be fixed as low as 65 and

35, 60 and 40, or even 55 and 45, and in such cases the Least-Cost Selection Method may also be relevant; and

- f) since Proposal price is a criterion in the evaluation, the document containing the request for submission of proposals shall not state the budget allocated by the Procuring Entity, the user or the beneficiary institution, or the official estimate, except in the case of the Selection under a Fixed Budget Method; however, the expected level of inputs of key professional staff, expressed in Staff-months, Staff-weeks or Staff-days, shall be indicated in order to assist the Applicant in preparing the cost estimate considered necessary for carrying out the assignment.

61.25 The following five general criteria may be used in evaluating Technical Proposals:

- a) the specific experience of the Applicants;
- b) the adequacy of the proposed methodology and work plan in response to the Terms of Reference;
- c) the qualifications and competence of the key professional personnel for carrying out the assignment;
- d) the suitability of the transfer of knowledge programme, that is to say, where a training programme is included; and
- e) local participation, that is to say, where applicable, inclusion of local nationals in the appointment of key professional personnel.

61.26 In determining the points against each criterion under sub-para 61.25, the Procuring Entity shall consider the following matters:

- a) the points to be awarded for experience shall be relatively low, since the experience of the Applicant has already been taken into consideration at the time of short-listing;
- b) in the case of complex assignments, such as multidisciplinary feasibility and management studies, higher points shall be given for methodology and work plan; similarly, in assignments where personnel input is of paramount importance, higher points shall also be awarded for key professionals;
- c) where transfer of knowledge is considered more important in carrying out any assignment, higher points shall be awarded to that criterion so as to reflect such importance; and
- d) where the document containing the request for submission of proposals is issued on the basis of international competition, points may be awarded for the inclusion of Bangladeshi Consultants as key professionals, of which the maximum shall be 10 (ten).

61.27 Allocation of Points among the Main Criteria under this para for different types of

assignment:

	Specific Experience	Methodology and Work Plan	Key Staff Qualifications	Transfer of Knowledge (where applicable)	National Participation (where applicable)	Total Points
Guidance:	5-10	20-50	40-60	0-20	0-10	100
<u>Type of assignment:</u>						
1. Technical assistance/ training	5-10	20-35	50-60	0-20	0-10	100
2. Pre-investment studies	5-10	35-50	40-50	0-10	0-10	100
3. Design	5-10	30-45	40-50	0-10	0-10	100
4. Implementation/ supervision	5-10	20-35	50-60	0-10	0-10	100

61.28 Under special requirements, the distribution of points may be different, but the same shall be mentioned in the document containing the request for submission of proposals.

62. Submission and Opening of Proposals

62.01 In submitting their Proposals, Applicants shall consider the following matters-

- a) no short-listed Firm shall, without the approval of the Procuring Entity, form a joint venture with any business firm that has not been short-listed;
- b) no short-listed Applicant shall participate in more than one Proposal;
- c) it shall be desirable that the majority of the key professional personnel proposed be permanent employees of the Firm or have a long-term and stable working relationship with it;
- d) the curricula vitae shall be signed and dated by each Consultant;
- e) the accuracy of the curricula vitae shall be ensured and the commitment of the key professional personnel shall be submitted with the Proposal;
- f) except for a nominated sub-consultant, no key professional shall be proposed by more than one Firm; and
- g) failure to fulfil the important conditions described in this sub-para shall render the Proposal liable to rejection.

62.02 For opening the Technical Proposals, the Procuring Entity shall convene a meeting of the Proposal Opening Committee constituted in accordance with para 15.

62.03 Until completion of the evaluation of the Technical Proposals, the Head of the Procuring Entity shall keep the Financial Proposals in his or her safe custody in sealed condition.

- 62.04 The Proposal Opening Committee shall, through the Procuring Entity, send the Technical Proposals and the record relating to opening in a closed box to the Proposal Evaluation Committee constituted in accordance with para 16 for evaluation.

63. Evaluation of Technical Proposals

- 63.01 The Proposal Evaluation Committee shall evaluate all Technical Proposals in accordance with this para and the document containing the request for submission of proposals.
- 63.02 Where Proposals are received from or invited from Applicants with whom any member of the Proposal Evaluation Committee has business or other close links, such member or members shall be replaced by another member or members for the purpose of avoiding conflicts of interest.
- 63.03 Under the Quality and Cost Based Selection, Selection under a Fixed Budget and Least-Cost Selection methods, the first stage of evaluation shall involve only examination and evaluation of the Technical Proposals, and such evaluation shall be carried out by the Proposal Evaluation Committee in accordance with the specific instructions set out in the document containing the request for submission of proposals.
- 63.04 The Proposal Evaluation Committee shall evaluate each Proposal in the light of whether it is responsive to the Terms of Reference, and any Proposal which fails to comply with the important aspects of the Terms of Reference or fails to achieve the minimum technical score specified in the document containing the request for submission of proposals shall be considered unsuitable or non-responsive and shall be rejected.
- 63.05 After the Technical Proposals have been received and opened, the Consultants shall neither be directed nor permitted to make any change to the substance of their Proposals, the key professional personnel stated therein, or otherwise.
- 63.06 Where only one Proposal is capable of achieving the minimum Technical marks, the Financial Proposal may, upon approval by the Head of the Procuring Entity or an officer authorised by him or her or by the Approving Authority, if the Approving Authority is below the level of the Head of the Procuring Entity, be opened and examined.
- 63.07 If only one Proposal has been submitted on the date and time fixed for submission of Proposals, the Procuring Entity shall forward that single Proposal to the Evaluation Committee, provided that all short-listed Applicants had been invited to submit Proposals allowing the time specified in the document containing the request for submission of proposals.
- 63.08 All members of the Proposal Evaluation Committee shall evaluate the Proposals separately, and thereafter the score of each Proposal shall be determined by calculating the average of the marks given by the members of the Committee in favour of the respective Proposal.
- 63.09 Where there is a wide difference among the marks awarded by any evaluator, the Chairperson of the Committee shall take the matter into consideration and call upon the

concerned evaluator to explain the justification of the marks awarded by him or her:

Provided that-

- a) if the explanation has no reasonable basis, that evaluation shall be rejected; and
- b) if the explanation has a reasonable basis and he or she appears to be the only person experienced in the subject, the evaluation process shall be completed in light of the explanation and justification submitted by him or her.

63.10 A Proposal Evaluation Report shall be prepared showing the Technical marks awarded to each Proposal, for the purpose of identifying the Applicants who have achieved the minimum Technical marks required to be considered in the combined Technical and Financial Evaluation.

63.11 The Technical Evaluation Report shall be submitted to the Approving Authority in accordance with para 30.

64. Evaluation of Financial Proposals

64.01 Upon approval of the Technical Evaluation Report by the Approving Authority, those Applicants who have achieved the minimum technical score as described in the document containing the request for submission of proposals shall be invited to attend the public opening of the Financial Proposals.

64.02 At the public opening of Proposals, the Proposal Evaluation Committee shall announce, together with the respective price, the technical score achieved by each Proposal which has attained the minimum technical score.

64.03 The Financial Proposals shall be examined for arithmetical accuracy, and if there is any error in calculation, the Applicant shall be informed thereof.

64.04 Where pricing of activities is required, even if the price of any activity described in the Technical Proposal has not been mentioned, such price shall be deemed to have been included in other activities or items.

64.05 Where the quantity of any activity and line item is stated differently in the Financial Proposal than in the Technical Proposal, the Evaluation Committee shall correct the quantity shown in the Financial Proposal so that it becomes consistent with the Technical Proposal.

Example: if the Technical Proposal states that the Team Leader will be present at the place fixed for carrying out the assignment for 12 (twelve) months, but the Financial Proposal states 8 (eight) months, in such case the price shall be adjusted by adding to the proposed price the proportionate amount of remuneration for the remaining period.

64.06 The reimbursable items priced by the Applicant shall be examined both for arithmetical accuracy and for content, and if it is determined that any item

has been included in the Proposal which is not required by the Consultant, such item shall be omitted from the Proposal and shall not be considered in the Financial evaluation.

Example: the Consultant has included office rent, whereas the document containing the request for submission of proposals states that the Procuring Entity or the user or beneficiary institution shall provide the same.

64.07 In the case of a Lump Sum Contract, no correction of the Financial Proposal shall be applicable.

65. Combined Technical and Financial Evaluation under Quality and Cost Based Selection

65.01 In the combined Technical and Financial Evaluation, the technical score shall be determined in accordance with the following example:

Example: if a Technical Proposal has obtained 90 points and the relative weight is 80 per cent, the technical score of that Proposal by applying the said relative weight shall be $90 \times 80\% = 72$.

65.02 The Financial score of each Proposal shall be determined in such manner that the lowest evaluated Financial Proposal is awarded 100 points and, in the case of the other Proposals, points are awarded at a proportionately decreasing rate; the points to be awarded shall decrease in the same proportion as the Financial Proposals of the others are higher than the lowest Financial Proposal.

Example: if the lowest Financial Proposal is Tk. 10 million, the financial points awarded thereto shall be 100 (the maximum), and the resulting Financial scores shall be as follows:

Proposals	Cost	Points	Weight	Score
Lowest Financial Proposal	Tk. 10 million	100	0.2	20
Next highest Financial Proposal	Tk. 12 million	83.3	0.2	16.6
Next higher Financial Proposal	Tk. 15 million	66.6	0.2	13.32

65.03 The combined score shall be obtained by adding the technical score to the financial score, and the Consultant achieving the highest combined score shall be invited for Contract negotiations.

66. Negotiation

66.01 Upon completion of the evaluation of the Proposals, the Proposal Evaluation Committee-

- a) in the case of the Quality and Cost Based Selection Method, shall, upon review of the combined Technical and Financial Evaluation Report, invite the Consultant achieving the highest score in the combined Technical and Financial Evaluation for negotiations;
 - b) in the case of Selection under a Fixed Budget, shall invite for negotiations the Consultant achieving the highest technical score within that budget limit;
 - c) in the case of the Least-Cost Selection Method, shall invite for negotiations the Consultant quoting the lowest cost among those who have passed the technical qualification criteria.
- 66.02 The Procuring Entity shall inform the successful Consultant that its Proposal has been accepted and shall fix such date for Contract negotiations that the Contract may come into force before expiry of the validity period of the Proposal.
- 66.03 For the purpose of signing the Contract, the Proposal Evaluation Committee shall, during negotiations with the successful Consultant, discuss only the following matters relating to the Proposal:
- a) methodology for implementation of the Terms of Reference;
 - b) the work plan and the detailed schedule of the various activities;
 - c) organisation and staffing;
 - d) training inputs, if training is a major component;
 - e) client or Procuring Entity inputs;
 - f) reimbursable expenses, in the case of time-based Contracts; and
 - g) the proposed Contract price.
- 66.04 The Proposal Evaluation Committee shall neither seek nor permit any change in the rates quoted as remuneration for personnel in cases where the price proposed by the Applicant is used as an element in the evaluation.
- 66.05 If it appears during evaluation that any key professional is not suitable for carrying out the proposed assignment, the Proposal Evaluation Committee may direct the consulting Firm to appoint another suitable professional in place of that key professional.
- 66.06 If the extension of the validity period of the Proposal is the reason for the non-availability of any key professional, a professional with equivalent or better qualifications may be substituted in his or her place.
- 66.07 During negotiations, the inputs and facilities to be provided by the Procuring Entity shall be defined clearly.
- 66.08 Negotiations shall include discussions on the Terms of Reference, but no significant change shall be made to the original Terms of Reference, so that no question may arise

regarding the integrity of the negotiations and the contents and findings of the Technical Evaluation Report.

- 66.09 The work inputs shall not be reduced significantly for the purpose of maintaining consistency with the budget allocation.

67. Failure of Negotiations and Rejection of All Proposals

- 67.01 If negotiations fail and all Proposals are unsuitable and non-responsive, the Procuring Entity may, with the approval of the Approving Authority, reject such Proposals on the following grounds:

- a) if the Proposals submitted against the document containing the request for submission of proposals suffer from major deficiencies; and
- b) if the prices proposed are substantially higher than the estimated budget and the difference cannot be bridged during negotiations.

Example-1: the Procuring Entity and the Consultant have failed to reach agreement on which contractual party shall bear responsibility for carrying out a specific activity, or on the feasibility of any deadline affecting the implementation schedule of the project, or on the contents of the relevant assignment.

Example-2: where the Procuring Entity is not fully informed of the actual rate of remuneration for the Services to be provided by the Consultant, or the Consultant may misinterpret the Terms of Reference, or the plan of the Procuring Entity may be too ambitious in comparison with the available budget; if the estimated Man-months and allocation of risks appear unacceptable to the Consultant, the Consultant may submit a price Proposal substantially higher than the estimated budget.

- 67.02 Before rejecting all Proposals, it shall be appropriate for the Approving Authority to examine the possibility of increasing the budget or reducing the scope of the Services.

- 67.03 If the Approving Authority finally decides to reject all Proposals, the Procuring Entity shall reassess the proposed Terms of Reference and budget and shall properly review the document containing the request for submission of proposals, including the short list, with a view to reducing the risk of receiving non-responsive Proposals.

68. Approval Procedure

- 68.01 The Proposal Evaluation Committee shall submit the Evaluation Report with recommendations and the minutes of the negotiations completed to the Approving Authority in accordance with para 30.

- 68.02 In accordance with the Delegation of Financial Powers, the Approving Authority shall,

after considering the Evaluation Report with recommendations submitted by the Proposal Evaluation Committee, take a decision in accordance with para 29.

- 68.03 The Approving Authority shall communicate its decision to the Procuring Entity, the Head of the Procuring Entity and all other persons concerned.

69. Contract Signing

- 69.01 The Proposal Evaluation Committee and the successful Consultant shall, in order to conclude the negotiations, sign the agreed minutes thereof and initial the proposed draft Contract.

- 69.02 Upon receipt of approval for signing the Contract, and provided that no complaint has been lodged or remains under consideration under para 94, the Procuring Entity shall invite the successful Consultant to sign the Contract by issuing a Letter of Acceptance in its favour:

Provided that, upon receipt of such invitation, the Consultant shall, where applicable, furnish security in favour of the Procuring Entity in accordance with sub-para 25.01(i) and sign the form of Contract specified in the Proposal Document.

- 69.03 The type of Contract shall be determined in accordance with the document containing the request for submission of proposals, namely, Time-based or Lump Sum.

- 69.04 An Individual Consultant shall not be required to submit performance security.

- 69.05 The Procuring Entity shall ensure inclusion in the document containing the request for submission of proposals of a provision to the effect that, if the quality of the Services performed by the Consultant is not satisfactory under the terms of the Contract, the Consultant shall re-perform the same at its own cost or, if any loss has been caused to the Procuring Entity as a result thereof, compensate for such loss.

70. Completion of the Proposal Process

- 70.01 Immediately after signing the Contract with the successful Consultant, the Procuring Entity shall inform the other Consultants whose Proposals had been considered responsive in the technical evaluation that they have been unsuccessful.

- 70.02 In accordance with sub-paras 30.04(i) and (j), the Procuring Entity shall publish the information relating to the execution of the contract on the noticeboard and on the website.

CHAPTER SIX

CONTRACT ADMINISTRATION AND MANAGEMENT

71. Contract Administration and Management

- 71.01 Contract administration and management shall include all administrative, financial, managerial and technical tasks to be performed by the Procuring Entity from the signing of the contract until it is successfully completed or terminated and, payment is made or disputes or claims under it resolved.
- 71.02 The Procuring Entity shall ensure that the Goods, Works or Services to be procured conform to the technical specifications defined in the Contract, and for this purpose, the Procuring Entity may create facilities for inspection and testing, constitute inspection teams, establish laboratories and arrangements for the joint or collective use of inspection and testing facilities, and may, as necessary, enter into contracts with other organizations for inspection and testing works.
- 71.03 Upon delivery of Goods by the Supplier in accordance with the Contract, the Procuring Entity shall, for the purpose of verifying the suitability of the delivered Goods against the identified requirements through inspection and testing of their technical quality and quantity in relation to the relevant Contract, constitute a Technical examination and acceptance committee comprising of a maximum of three (3) members, including at least one (1) member from the Specification and Estimation Committee. For the purpose of providing incentive for the smooth performance of the functions of the Technical Inspection and Acceptance Committee, each member thereof may be paid a fee or honorarium in accordance with the Public Procurement Rules, 2025 and its amendments.
- 71.04 The contract administration and management shall include the following matters
- a) Review and approval of the work plan
 - b) Monitoring periodically progress in implementation of the contract, including determination of volume of works accomplished according to the work plan, and inspection and testing of quality aspects
 - c) Management of issuance of Variation Orders, suspension or termination of contracts, price revisions, contract remedial measures (e.g., imposition of liquidated damages, delayed payment) and procedures for settlement of disputes or claims
 - d) Management of financial aspects and budget of contract implementation, including payments, cost analysis, and accounting
 - e) Organization and management of contract implementation documents, and preparation of periodic reports on contract implementation progress

- 71.05 Except for a Contract for Works or physical Services having a provision for price adjustment, the price of a contract shall usually be fixed, in which case the unit prices may not be modified in response to changes in economic or commercial conditions
- 71.06 Subject to the provisions of the Contract, if any rates of direct or indirect taxes (Income Tax, VAT, Customs Duty, etc.) are modified by any relevant laws, rules, orders, etc., the contract price shall, with the approval of the Head of the Procuring Entity, be adjusted (increased or decreased) in such a manner that the net amount payable to the Economic Operator remains unchanged despite such legal changes
- 71.07 In those cases where an Economic Operator is liable to pay a sum of liquidated damages specified in the Particular Conditions of Contract (PCC) for any delay in the supply of Goods or execution of Works or performance of Services, the Procuring Entity shall take following follow-up actions regarding the payment of such liabilities, namely
- a) Recovery of liquidated damages payable on the basis of the unit of time of delay
 - b) Recovery of liquidated damages; and
 - c) The payment of liquidated damages shall not relieve the Economic Operator from its obligations and liabilities under the Contract.
- 71.07 The payment of liquidated damages shall not relieve the Economic Operator from its obligations and liabilities under the Contract
- 71.09 If a compensation event occurs or a Variation Order is issued which makes it impossible for the Intended Completion Date to be achieved by the Economic Operator without incurring additional cost, the Procuring Entity shall extend the Intended Completion Date for the supply, works or services based on the percentage as specified below
- up to 30% (thirty percent) of the original time limit for completion of supply/works/services
 - In case of exceeding 30% (thirty percent) but up to 100% (one hundred percent) of the original time limit for completion of supply/works/services, approval of the Head of the Procuring Entity or an officer authorised by him or her shall be required
 - In exceptional cases, where the extension of time exceeds 100% (one hundred percent) of the original time limit for completion of works, approval of the Board shall be required
- 71.10 The decision for granting extension of the Intended Completion Date for supply/works/services shall be taken within 21 (twenty-one) days of receipt of the application from the Economic Operator, but before the expiry of the intended time limit for completion

71.11 The Economic Operator shall be liable to pay liquidated damages at the rate per day or week as specified in the contract for each day of delay from the Intended Completion Date of the original Contract or the Extended Completion Date.

Provided that,-

- a) The Economic Operator shall be held liable for any delay in the performance of works, completion of physical services or delivery of goods
- b) The total amount of liquidated damages shall not exceed the amount specified in the contract; and
- c) The Procuring Entity shall deduct the amount of liquidated damages payable from the payments due to the Economic Operator

71.12 Where it is necessary to amend the original contract following the procedures set out in para 72 of this Policy, a Variation Order or an additional deliveries Orders may be issued as follows

- a) In case of a value limit up to 15% (fifteen percent) of the original contract price, with the approval of the authority who approved the original contract; provided that, if the total contract price, including the value of the Variation Order or the extra delivery of goods, exceeds the financial powers of the relevant approving authority as per the Delegation of Financial Powers, it shall be approved by the next higher authority.
- b) In case of a value limit exceeding 15% (fifteen percent) but up to a maximum of 50% (fifty percent) of the original contract price, with the approval of the next higher level of authority than the authority who had approved the original contract; provided that, if the original contract approving authority is the Board, then the approval of the Board shall be obtained for a value limit up to a maximum of 50% (fifty percent) of the original contract price

71.13 For the processing of a Variation Order or an Additional Deliveries Order, the time taken from the initiation of its preparation until its approval by the Approving Authority shall not exceed the time limits set out below:

- a) Where the Approving Authority for a Variation or additional deliveries Order is an officer subordinate to the Head of the Procuring Entity - 28 Working Days
- b) Where the Approving Authority for a Variation or additional deliveries Order is the Head of the Procuring Entity - 35 Working Days
- c) Where the Approving Authority for a Variation or additional deliveries Order is the Board — 42 Working Days

71.14 For the purpose of processing a Variation or additional deliveries Order, the Procuring Entity shall, with the approval of the Approving Authority as referred to in sub para 71.12, constitute a Variation assessment committee comprising a maximum of three (3)

members, including at least one (1) member from an organization or authority outside the administrative Ministry or Division of the Procuring Entity, in order to examine the proposal prepared by the Project Manager or the Contract Implementation Authority and to verify the context and the justification of the cost associated with such Variation or additional deliveries Order

- a) The Committee shall prepare the report within ten (10) working days
- b) In order to encourage the smooth performance of the functions of the Variation assessment committee, each member of the Committee may be provided with a fee or honorarium in the same manner as the members of the technical examination and acceptance committee
- c) In the case of processing a Variation or additional deliveries Order with a value not exceeding five percent (5%) of the original Contract Price, the constitution of a Variation assessment committee shall not be required

71.15 The Approving Authority concerned shall, after reviewing the proposal for a Variation or additional deliveries Order and the report prepared by the Variation assessment committee, take a decision

71.16 The Procuring Entity shall, for the purpose of reflecting the changes made to the original terms and conditions of the Contract in accordance with para 72, 73, and 74, amend the Contract in accordance with the Delegation of Financial Powers. An amendment to the Contract shall generally include the extension of the Intended Completion Date as specified under sub-para 71.09 and any other acceptable changes.

71.17 Where the quantitative estimates for the requirement of Goods or Works and the scope of Services increase beyond the percentage authorized in the original Contract Price, a new procurement process shall be initiated, or justification shall be provided in support of procurement through Direct Contracting or Single Source Selection method

72. Variation Order

72.01 The Procuring Entity may issue a Variation Order for Procurement of Works and physical Services from the original Contractor to cover any increase or decrease 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 project

72.02 The Procuring Entity may also issue a Variation Order for any new work items which were not included in the original Contract, but have become necessary for the completion, improvement or protection of the original Works, due to subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or due to unknown physical conditions at the site of an unusual nature, not generally inherent in or recognized as provided for in the Contract

73. Preparation of Variation Order

- 73.01 The Contractor or Service Provider shall, upon becoming aware of any condition that may give rise to a Variation, provide a written notice with the context and the potential cost implications of such Variation as soon as possible but not later than seven (7) working days, so that the matter can be examined and verified by the Project Manager or the Contract Implementation Authority; and in the event of failure to submit such notice, the Contractor or Service Provider shall not be entitled to present any claim
- 73.02 The Variation Order shall be prepared and submitted in the following manner:
- a) If the Project Manager considers it necessary to issue a Variation Order, he or she shall prepare the proposed order and submit it to the Procuring Entity, including the notice submitted by the Contractor or Service Provider along with necessary plans, item-wise quantitative estimates of additional works or services with justifications for the works to be performed, dates of inspection and investigation, logbooks, and details of the estimated unit rates for each item of such works or services
 - b) The Approving Authority shall, in accordance with Sub-para 71.12 and 71.15, approve the Variation Order if it is found to be correct and satisfactory after reviewing the plans, quantities associated with the works or services, and the proposed unit rates for new work or service items

74. Pricing of Variation Order

- 74.01 The Contractor or Service Provider shall be paid for additional work or service items in accordance with the following procedures-
- a) Where the additional work or service items are of the same nature as those in the original Contract, the unit rates of the original Contract shall apply for the payment of such additional items
 - b) For those items of new works or services which were not included in the original Contract, the basis for determining the unit rates shall be as follows:
 - (A) Subject to the price breakdown provided in the cost estimate of the Contractor or Service Provider, the direct unit costs used in the original Contract for other items (e.g., unit rates of cement, reinforcement, labour rates, equipment rentals, etc.); or
 - (B) Fixed prices based on the prevailing market rates acceptable to both the Procuring Entity and the Contractor or Service Provider; or
 - (C) On the basis of Para (a) and (b), the unit rates for new work or service items shall be determined by adding the mark-up factors (e.g., taxes, overhead, and profit) used by the Contractor or Service Provider in the Tender to the direct unit costs determined for such new work items

- 74.02 For any additional work or service, the Contractor shall submit a request for payment in an approved form, including a detailed account and quantity of the claim, and such claim for payment shall be included in the Contractor's progress payment report.
- 74.03 Under no circumstances shall a Contractor or Service Provider commence any work under a Variation Order without the prior approval of the Approving Authority
- 74.04 By way of exception to Sub-para (74.03), the Head of the Procuring Entity may, subject to the availability of funds, order the immediate commencement of work or services under a Variation Order under any of the following conditions
- a) There is an apprehension that if the work or services are not commenced on an urgent basis, emergency repairs to restore a power plant may be hampered in order to address crises such as plant shutdown due to grid failure, plant failure, etc.; or
 - b) when time is of the essence
- provided that,
- A) The cumulative increase in the value of works or services of the project which have not been approved up to the relevant time shall be limited to not more than 10% (ten percent) of the adjusted original Contract Price; and
 - (B) Such Variation Order shall be prepared immediately after the commencement of the works or services and submitted to the appropriate authority for approval in accordance with para 30
- 74.05 Payment for works satisfactorily performed under a Variation Order may be made after the approval of the appropriate Approving Authority.
- 74.06 If the cumulative value of works under Variation Orders exceeds 15% of the original Contract Price, the works to be performed under such orders shall not be commenced until they are approved by the appropriate authority in accordance with Sub-para (71.12)

75. Additional deliveries order of Goods

- 75.01 The following conditions shall be complied with in the case of issuing orders for additional supply of similar Goods to the original Supplier
- a) A total Contract or order shall not be split into small quantities and values, or the execution of a Contract shall not be divided into artificial phases or sub-contracts for the purpose of avoiding the compliance with the conditions laid down in the Rules and the requirements of alternative procurement methods by means of additional supply orders
 - b) In the case of issuing orders for additional supply of Goods, no items outside the original Contract shall be purchased; and

- c) Extension of existing contracts for supply, services, or installation, provided that the original contract was entered into following a competitive procurement process
- d) The Approving Authority, as described in Sub-para (71.12 and 71.15), shall approve the proposal for issuing orders for additional supply of Goods

76. Works Contract Administration and Management

- 76.01 For the purpose of controlling time, cost and quality, the Project Manager shall follow up the Work Programme and ensure that the Contractor completes the Works within the time limit specified in the Contract
- (A) The Contractor shall submit a Programme to the Project Manager showing the general methods, arrangements, order and timing for all the activities in the Works
 - (B) The Contractor shall submit updated Work Programmes to the Project Manager at such intervals as are specified in the conditions of Contract; and
 - (C) The Contractor shall, when updating the Work Programme, provide the Project Manager with an updated cash flow forecast
- 76.02 The Project Manager may withhold the amount stated in the Contract from the next payment certificate if the Contractor does not submit a Work Programme as required under Sub-para (76.01)
- 76.03 In the event of issuance of a Variation Order for Works, the Procuring Entity shall extend the Intended Completion Date in accordance with Sub-para (71.09)
- 76.04 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found, without affecting the Contractor's responsibilities for the quality of the Works under the Contract.
- 76.05 The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect
- 76.06 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Contract; and the Defects Liability Period shall be extended for as long as Defects remain to be corrected
- 76.07 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, and the Contractor shall pay this amount
- 76.08 The Project Manager shall make advance payment to the Contractor of the amounts stated in the Contract by the date stated in the Contract, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to

the Procuring Entity, if such advance payment is provided for in the Contract

- 76.09 The Contractor shall use the advance payment only to pay for Equipment, Plant, Materials, and mobilisation expenses required specifically for execution of the Contract, and shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager
- 76.10 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, based on the percentage of actual Works completed
- 76.11 The Bank Guarantee shall remain effective until the advance payment has been repaid in full, but the amount of the Bank Guarantee shall be progressively reduced by the amounts repaid by the Contractor; and no interest shall be charged on the advance payment
- 76.12 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor and shall be the basis for payments
- 76.13 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously
- 76.14 The Project Manager shall check the Contractor's monthly statements and certify the amount to be paid to the Contractor.
- 76.15 The Project Manager shall value the work done at the rates in the Bill of Quantities for the items completed
- 76.16 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
- 76.17 The Project Manager shall issue a Variation Order, following the provisions of paras 72, 73, and 74.
- 76.18 If a rate or price is not entered against an item being quantified in the Bill of Quantities, it shall be deemed to be covered by other rates and prices in the Contract
- 76.19 In the case of Compensation Events, the General Conditions of Contract and the Particular Conditions of Contract shall be followed
- 76.20 The Project Manager shall, within twenty-one (21) days, certify the final payment, provided that the relevant Works have been completed and the amount claimed by the Contractor is correct
provided that,
 - a) If the account is incorrect, the Project Manager shall issue within twenty-one (21) days a schedule that states the scope of the corrections or additions that are necessary; and a list of Defects

- b) The Project Manager shall issue a Defects Correction Certificate when the corrections or additions instructed by the Project Manager have been completed.
 - c) If the final account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable and issue a payment certificate.
- 76.21 If “as-built” drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract
- 76.22 If the Contractor does not supply the drawings and/or manuals by the dates stated in the Contract, or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount stated in the Contract from payments due to the Contractor.
- 76.23 The Project Manager shall issue a Completion Certificate, subject to the prior approval of the Procuring Entity, and shall do so when the Project Manager decides, in accordance with Sub-para 76.20, that the work is completed

77. Administration of Goods Contracts

- 77.01 The Project Manager shall verify the conformity of the Goods with the technical specifications and shall arrange for the inspection of the quality and quantity thereof
- 77.02 The Procuring Entity may appoint an external agent to perform pre-shipment inspection of the contracted Goods
- 77.03 The Project Manager shall check compliance with the delivery schedule and conditions and, arrange to settle delays
- 77.04 The Purchaser shall, in accordance with the terms and conditions of the Contract and the irrevocable Letter of Credit (L/C), make necessary arrangements for the timely payment of the Contract Price
- 77.05 The Procuring Entity shall ensure the fulfillment of obligations in respect of maintenance guarantees, after-sales services, and warranties in accordance with the contract
- 77.06 The Procuring Entity shall ensure the compliance of the General Conditions of Contract (GCC) and other conditions specified in the Particular Conditions of Contract (PCC)
- 77.07 Where the Economic Operator has supplied Goods in accordance with the Contract, the Technical examination and acceptance committee formed by the Procuring Entity under sub-para (71.03) shall, after examining the technical specifications and quantity of the supplied Goods against the requirements of the said Contract, and upon being satisfied as to their suitability against the determined requirements, recommend the Acceptance of the Goods or the taking of any other appropriate measures
- 77.08 The Procuring Entity shall, following the provisions of para 75, issue additional delivery orders, as the case may be

- 77.09 If an order for additional delivery of Goods is issued, the Procuring Entity shall, following sub-para (71.09), extend the Intended Completion Date of such delivery

78. Administration of Intellectual and Professional Service Contracts

- 78.01 In the case of Procurement of Services, for the purpose of controlling time, cost, and quality, the contract administration and management, from inception to completion, may include the following matters—
- a) Verification of the quality of designs, studies and other related matters prepared under the assigned responsibilities
 - b) In the case of Lump-sum Contracts, monitoring the progress of service delivery and its timely completion; and in the case of Time-based Contracts, monitoring the progress of work based on the utilization of person-months
 - c) Monitoring the availability of Key Personnel as described in the Consultant's reports and the Appendices to the Contract, in the case of all types of consultancy services related contracts
 - d) Providing timely comments and feedback on the Consultant's reports in accordance with the provisions of the Contract
 - e) Compliance with the Work Programme and adherence to the time-frame allocated for assigned activities
 - f) Provide timely assistance to the Consultant as per provisions of the Contract
 - g) Payments on a monthly basis or upon submission of the deliverables
 - h) Determination as to whether any change in the scope of works is appropriate
 - i) Monitoring of delays, additional tasks and the need for extensions of Contract
 - j) Indemnification Matters; and
 - k) General Conditions of Contract, Particular Conditions of Contract and other conditions described in the Request for Proposal Document.
- 78.02 The prior approval of the Head of the Procuring Entity shall be required if, based on the request of the Consultant and for justifiable reasons, the need for replacement of any Key expert and non-key expert mentioned in the Contract arises
- Provided that, such replacement shall only be made with personnel of equivalent or better qualifications
- 78.03 Subject to remaining within the general scope of the Consultant services contract, if a need arises to bring any change in the scope of work resulting in a variation due to changes in the working hours of the personnel engaged in the contract, or changes in the

specifications or increase or decrease in the quantity of the contracted items, or the addition of items outside the contract, it shall be settled in accordance with para 72, 73 and 74

- 78.04 If a Variation Order is issued, the Procuring Entity shall extend the Intended Completion Date in accordance with sub-para (71.09)

79. Administration of Physical Service Contracts

- 79.01 For the purpose of controlling time, cost and quality in the procurement of physical services, contract administration and management from inception to completion may include the following matters
- (a) Inspection and Testing of Quality and Quantity of Physical Services and the Methods thereof
 - (b) Work Programme and punctuality for the designated services;
 - (c) Service Level Agreement
 - (d) Provision of assistance to the Service Provider in accordance with the Contractual obligations
 - (e) Method of Payment for Services
 - (f) Determination as to whether any change in the scope of Physical Services is appropriate
 - (g) Monitoring the need for Delays, Additional Services and Extension of Contract
 - (h) Matters relating to Indemnification; and
 - (i) General Conditions of Contract, and other conditions as specified in the Particular Conditions of Contract
- 79.02 Where the Contract provides for an advance payment, the Procuring Entity may, as applicable, make such advance payment to the Service Provider in the amount and by the date as specified in the Contract, subject to the submission of a Bank Guarantee by the Service Provider from a bank and in a format acceptable to the Procuring Entity
- 79.03 The Service Provider shall use the advance payment only to pay for Equipment, Plant, Materials and Mobilisation expenses required specifically for execution of the Contract, and shall demonstrate that the advance payment has been so used by submitting relevant documents to the Procuring Entity.
- 79.04 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Service Provider, based on the percentage of actual performance of the Services

- 79.05 The Bank Guarantee shall remain valid until the advance payment has been fully repaid, but the amount of the Bank Guarantee shall be progressively reduced by the amounts repaid by the Service Provider, and no interest shall be charged on the advance payment
- 79.06 The Bank Guarantee shall remain valid until the advance payment has been fully repaid, but the amount of the Bank Guarantee shall be progressively reduced by the amounts repaid by the Service Provider, and no interest shall be charged on the advance payment
- 79.07 Where a Variation Order is issued, the Procuring Entity shall extend the Intended Completion Date of the Services in accordance with Sub-para (71.09)

80. Termination of Contract and Settlement of Disputes

- 80.01 In the event of a fundamental breach of Contract by either party, the other party being the aggrieved party, the Procuring Entity or the Economic Operator, may terminate the Contract in accordance with the General Conditions of Contract
- 80.02 Notwithstanding the fields mentioned in Sub-para (80.01), any party to the Contract may terminate the contract if they are affected or are likely to be affected due to the following reasons
- a) Due to Force Majeure
 - b) Due to financial insolvency or being declared bankrupt by a court of law
- 80.03 The Procuring Entity may terminate a Contract in accordance with the General Conditions of Contract, if it is deemed appropriate in the interest of Electricity Generation Bangladesh PLC
- 80.04 Where the Economic Operator is a sole proprietorship, the Procuring Entity shall terminate the Contract if such Person's legal existence is terminated due to death or any other reason
- 80.05 Whether the contract is terminated by either of the parties, the reasons for such termination shall be mentioned in the notice of termination
- 80.06 In the event of termination of a Contract by the Procuring Entity under the General and Particular Conditions of Contract, prior approval shall be obtained from the Head of the Procuring Entity
- 80.07 Upon acceptance of the proposal for termination of Contract by the Head of the Procuring Entity
- (a) He or she may decide on the matter himself or herself; or
 - (b) The Approving Authority shall, on the basis of the recommendations of the Contract termination review committee, take appropriate decisions within 14 (fourteen) days of the receipt of the proposal

- (A) The Head of the Procuring Entity may constitute a Contract termination review committee (CTRC), consisting of not more than 03 (three) members, headed by himself or herself or any other officer authorized by him or her, comprising of other officers of the Procuring Entity excluding the Procuring Entity (official in charge of the procurement); and the said Committee shall formulate relevant recommendations in accordance with the concerned paragraph of these principles.

81. Maintenance of Records Relating to Procurement

- 81.01 The Procuring Entity shall maintain records and documents regarding all procurement activities for a minimum period of twelve (12) years for the purpose of assisting in the discharge of responsibilities relating to the monitoring of procurement matters, and for the performance of meaningful procurement post-reviews and audits
- 81.02 Records relating to procurement shall be maintained for the period from the commencement of procurement planning until the full completion of contractual obligations
- 81.03 Records relating to procurement shall include the following documents and information-
- a) A brief description of the procurement of Goods, Works and Physical Services or Intellectual and Professional Services and, where applicable, the justification for using a procurement method other than the preferred method
 - b) A copy of the published advertisement, along with copies of the invitation for Applications, Tenders, Proposals, Quotations or any other request
 - c) A copy of the original estimated cost of the concerned Contract
 - d) The names and addresses of Tenderers or Applicants submitting Tenders, Proposals or Quotations, and the name and address of the Tenderer or Consultant with whom the Contract is signed, including the Contract price
 - e) Copies of the invitation for Prequalification, Tenders, Proposals or any other solicitation documents
 - f) Tender or Proposal Opening Sheets
 - g) Copies of all correspondence with Tenderers or Applicants
 - h) Copies of the pre-disclosed criteria for evaluation and their application, the evaluation report and the comparative statement of the Tenders, Quotations or Proposals received
 - i) Documents relating to the approval of Evaluation Report and Contract Agreement
 - j) Information regarding any decision to suspend or cancel the procurement

proceedings after the commencement of such proceedings

- k) Documents relating to complaints and appeals concerning procurement activities
- l) Reports on supply and receipt of Goods, completion reports of Works and Measurement Book, and reports on completion of delivery of Services
- m) Copies of any amendments to the Contract, and any additional works or variation orders affecting the Contract price, terms and conditions regarding the schedule for supply or completion of Works
- n) All records, including bills and invoices, relating to the payment of price for the procurement of Goods, Works, and Services
- o) Inspection Report
- p) Commissioning Report
- q) Final Acceptance Certificate (FAC);
- r) Provisional Acceptance Certificate (PAC);
- s) As-built drawing / report,
- t) Receipt and Inspection (R&I) report.

82. Availability of Records Relating to Procurement Activities

- 82.01 In the event that a specific procurement proceeding is terminated by way of cancellation of the procurement proceedings prior to or after the signing of a Contract, the records of such proceedings shall be made available to any person concerned.
- 82.02 Notwithstanding anything contained in Sub-para (82.01), the Procuring Entity shall not, except by order of a competent court, disclose any information if it-
- (a) Is contrary to the laws in force in Bangladesh; or
 - (b) Prejudices the administration of law; or
 - (c) Is contrary to the public interest; or
 - (d) Prejudices the legitimate commercial interests of the parties participating in the procurement proceedings; or
 - (e) Inhibits free competition; or
 - (f) Relates to the examination and evaluation of Tenders, Quotations or Proposals and their contents, other than the summary of evaluation of Tenders, Quotations or Proposals received

CHAPTER SEVEN

DELEGATED PROCUREMENT, NON-DISCRIMINATION, QUALIFICATION OF PERSONS, PREQUALIFICATION, JOINT VENTURE, LIST MAINTENANCE, CONFLICT OF INTEREST, COMPLAINTS AND APPEALS, ETC

83. Processing of ‘Delegated Procurement’

- 83.01 Where, for the purpose of performing any procurement of goods, works or services, any Ministry, Division, Directorate, Department or Autonomous Organization does not possess adequate technical capacity, in such case, the responsibility for performing the said procurement may be delegated to any Procuring Entity having expertise in such procurement, which shall hereinafter be referred to in this Rule as the Executing Agency.
- 83.02 For the purpose of performing the delegated procurement, the designated Executing Agency shall, respectively, act as the Head of the Procuring Entity or Procuring Entity and shall perform the following functions:
- a) Perform the procurement in accordance with the provisions of this Policy;
 - b) Provide approvals in accordance with the Delegation of Financial Powers Rules; and
 - c) Perform contract administration and management, and related supervision.
- 83.03 The Owner Ministry or Division or Directorate or Department shall nominate an officer for participation in the Tender Evaluation Committee as well as in the entire procurement and implementation process, shall make arrangements for monitoring with a view to ensuring proper implementation of the procurement, and shall, after completion of the delegated procurement, take over its authority from the Executing Agency.
- Example:** If any unit of the Public Works Department is assigned the responsibility of implementing any procurement of the Ministry of Youth and Sports or the Department of Youth Development, then in that case, the said unit of the Public Works Department and its Head shall act respectively as the Procuring Entity and the Head of the Procuring Entity Office, and shall be the implementing party. The Ministry of Youth and Sports or the Department of Youth Development shall be considered as the Owner authority, and after completion of the procurement, shall formally take over the authority from the Public Works Department.
- 83.04 The Executing Agency shall, prior to finalizing any decision regarding the location, layout, design, construction materials, and other ancillary matters of the delegated procurement, obtain the necessary no-objection from the Owner Ministry or Division or Directorate or Department or Autonomous Organization, and shall, as applicable, ensure

the inclusion of officials of such Owner Ministry or Division or Directorate or Department or Autonomous Organization in the Tender Evaluation Committee.

- 83.05 In the case of delegated procurement under any development project, the Executing Agency shall comply with the approved Project Document and the relevant instructions of the Government, and irrespective of whether the procurement is under development or operational budget, any audit conducted by the audit authority against such delegated procurement shall rest upon the Executing Agency.

84. Provisions to be Followed Relating to Non-Discrimination

- 84.01 Where, under any standing order issued by the Government or any signed contract, participation in procurement is restricted or prohibited in any of the following cases, the principle of non-discrimination shall not apply, namely:
- a) where any person has been prevented or prohibited from participating in procurement due to defective performance under any previous contract; or
 - b) where any person has been prevented or prohibited from participating in procurement due to involvement in corruption, fraud, collusion, coercion, or obstructive practices; and
 - c) where the Government has taken a decision not to maintain commercial relations with any country, in respect of goods produced in that country or tenderers of that country.
- 84.02 The Procuring Entity shall, in respect of any Economic Operator who has been prevented from participating, whether generally or specifically, in any tender or proposal, publish such information on its own website, mentioning briefly the reasons for such prevention, and shall also simultaneously transmit the said information to the BPPA for publication on its website.

85. Qualification of Persons

- 85.01 Every person participating in procurement shall be required to submit authentic information to the effect that:
- (a) he/she is capable of complying with the standards of professional and ethical conduct as mentioned in the law and this Policy; and
 - (b) he/she is capable of performing the contract for which the tender or proposal for provision of services has been submitted.
- 85.02 Based on the type and size of procurement, the qualification requirements to be mandatorily fulfilled by every participating person shall be clearly stated in detail in the tender document, and therein, among other matters, the following shall be included, namely:

- (a) in respect of legal capacity, the concerned person shall provide assurance that he has the legal right to enter into a contract with any Procuring Entity for the purpose of performing the proposed procurement;
- (b) authorization obtained from the appropriate authority for conducting business;
- (c) in respect of compliance with tax obligations, the person shall provide assurance that he has fulfilled the conditions of payment of taxes under the prevailing laws;
- (d) in respect of compliance with ethical standards, the person shall provide assurance that he has not been declared ineligible (Debarred) or suspended (Suspension) by any Procuring Entity under this Policy, nor has he been convicted by any court for fraud, corruption, collusion, coercion or obstructive practices, nor is there any prohibition in force against him from participating in procurement imposed by any development partner operating in Bangladesh;
- (e) the debarment referred to in sub-para (d) shall also apply to any (entities/firms) operating under their own name, in undisclosed ownership, or under any other name, if applicable.
- (f) for the purpose of ensuring compliance with the obligation of disclosure of beneficial ownership of the successful tenderer or consultant, all persons participating in the procurement process shall be bound to submit such information and relevant documents at the time of submission of tender or proposal;
- (g) in respect of professional and technical capacity, as applicable, the concerned person shall provide authentic information that he has:
 - (A) professional and technical qualifications and experience for the proposed execution of works, supply of goods or provision of services;
 - (B) appropriate equipment and other physical facilities, and, where necessary, the capacity to obtain such equipment and physical facilities through rental or lease under a contract;
 - (C) the capacity for satisfactory production or manufacturing;
 - (D) facilities for after-sales service;
 - (E) management capability;
 - (E) prior experience, where necessary or as determined by the Procuring Entity, in similar works relating to execution, supply of goods or provision of services;
 - (G) a record of performing procurement contracts diligently and without problems through due care and hard work; and
 - (H) adequate personnel in number and skill for implementation of the contract;

- (h) in respect of financial capacity and status, the concerned person shall provide necessary information (such as, where applicable, balance sheet, annual turnover, tender capacity, cash flow information, etc.) in support of satisfactory financial capability, and shall provide assurance that:
 - (A) he is not insolvent, that is, he has the necessary financial capability to perform the proposed procurement;
 - (B) due to financial distress, no receiver or independent auditor has been appointed by any court at the request of creditors to manage his business operations;
 - (C) his business has not been declared bankrupt, nor is any process ongoing for such declaration, meaning that his financial condition is not such that liabilities exceed assets and he is incapable of operating the business;
 - (D) he has not been temporarily restrained by any competent authority from conducting business due to financial reasons; and
 - (E) there is no pending litigation against him for the reasons stated in sub-para (A), (B), (C) and (D) or for any other reason.

85.03 Taking into consideration the general qualification criteria described in sub-para (85.02) and the nature and importance of any specific procurement, the Procuring Entity shall clearly specify the required qualifications of a person in the prequalification, tender or proposal documents.

85.04 In the case of lot-based tenders, where tenderers submit tenders for one or more lots, the Procuring Entity may impose conditions requiring the tenderers to demonstrate technical and financial qualifications only for the lot or lots for which tenders have been submitted.

85.05 For the purpose of verifying whether any potential person fulfills the qualification requirements stated in this para, the Procuring Entity may instruct such person to submit documents and other information obtained from appropriate authorities or agencies in support of fulfilling the qualification criteria.

86. Required Documents in Support of Qualification of Persons

The Procuring Entity may request the tenderer or applicant to submit the following documents:

- (a) in respect of business capacity, certificates issued by the appropriate authority, such as a trade license issued by local government institutions, etc.;
- (b) in respect of proof of payment of taxes, certificates issued by the appropriate authority in Bangladesh, and where the tenderer is a foreign national, certificates issued by the appropriate authority of the country of which he is a national, and such certificates shall include, at a minimum, the following:

- A) Value Added Tax (VAT) registration number;
- B) copy of acknowledgement of receipt of income tax return for the latest or most recent assessment year, as applicable;
- (c) an affidavit in support of legal capacity stating that no court has imposed any restriction on the concerned person or any of his employees regarding entering into a contract with the Procuring Entity;
- (d) in respect of professional and technical capacity:
 - (A) Documents relating to registration with relevant professional or trade organizations in Bangladesh or in the country of nationality of the tenderer/applicant, or a sworn declaration, or certificates issued by any professional institution in accordance with the laws of the country of nationality of the tenderer/applicant or Bangladesh.
 - (B) description of technical facilities, existing equipment, quality assurance systems (such as ISO certification), and design, research and development facilities;
 - (C) A list of significant supplies of goods under separate procurement processes within a specified period, including the amount involved, dates of supply, and details of the recipients, whether public or private.;
 - (D) a list of Procuring Entities that may be contacted, where necessary;
 - (E) samples, descriptions and photographs of goods to be supplied, and, where necessary, certificates from relevant institutions supporting the authenticity/purity of such goods; and
 - (F) details of the number of technical and administrative personnel employed by the person;
- (e) in respect of financial capacity:
 - (A) appropriate bank report regarding financial capability;
 - (B) balance sheet or relevant extracts thereof, where publication is required under the company law of the country in which the person is established;
 - (C) details of annual turnover and transactions relating to supply of goods, execution of works or provision of services under relevant contracts within a specified period; and
 - (D) necessary documents in support of determining tender capacity.

87. Procedures to be Followed in the Case of Pre-qualification

- 87.01 Where a pre-qualification determination method is used in any procurement, the Tenderer or Applicant shall be informed of all mandatory qualification requirements, and in such case, the mandatory qualification criteria shall be clearly stated in the pre-qualification document.
- 87.02 The Procuring Entity shall arrange for the evaluation of the information provided by the Applicant in accordance with the criteria set out in the Pre-qualification or Tender document, in conformity with Para 13 and 17.
- 87.03 If an Applicant fails to meet the minimum qualification requirements, such Applicant shall be declared non-responsive:
- Provided that—
- (a) where an Application contains minor deficiencies or omissions in one or more requirements, and such deficiencies or omissions are capable of being corrected prior to the deadline for submission of Tenders, the Applicant may be considered as “conditionally pre-qualified”; and
 - (b) in such cases of conditional Pre-qualification, the Applicant shall be permitted to participate in the main Tendering process subject to fulfillment of the imposed condition(s).
- 87.04 For the purpose of determining the capability of an Applicant to perform under a specific Contract, the Procuring Entity shall apply the following criteria:
- (a) Experience and past performance in similar projects or programmes, including consideration of—
 - (A) the minimum number of completed similar projects or programmes;
 - (B) the contract value of similar completed projects or programmes, both individually and jointly;
 - (C) the countries in which the Applicant has previously performed work; and
 - (D) supply capacity of Plant, equipment, machinery and other Goods supplied to the Procuring Entity or to other Procuring Entities, whether domestic or foreign;
 - (b) For the purpose of assessing capacity in respect of personnel, equipment, and construction or production facilities, the following matters shall be taken into consideration—
 - (A) professional qualifications and experience of key personnel of the Applicant’s organization;

- (B) the type and minimum number of equipment required to be in the possession or control of the Applicant, or contractual arrangements to obtain such equipment by hire or lease within the expected Contract period;
 - (C) minimum production capacity required for execution of a Contract with a manufacturer; and
 - (D) whether the Procuring Entity intends to inspect equipment or installations as part of the Application evaluation;
- (c) Technical, financial and legal requirements, which shall be consistent with the provisions stated under Para 85.02.
- 87.05 If no Applicant is capable of meeting the pre-qualification criteria, all Applications may be rejected with the approval of the Head of the Procuring Entity.
- 87.06 If any information submitted by an Applicant for the purpose of qualification is found at any time to be incomplete or false, the Procuring Entity shall declare the Applicant non-responsive; however, the reasons for such disqualification shall be recorded in the evaluation report.

88. Maintenance of a List of Qualified Suppliers or Contractors by the Procuring Entity

- 88.01 In cases where procurement is conducted solely through the Limited Tendering Method, the Procuring Entity may maintain a list of qualified potential or enlisted Tenderers, and such list shall be updated annually through reassessment of their qualifications.
- 88.02 The Procuring Entity may invite potential Economic Operators interested in participating in procurement under the Limited Tendering Method to submit necessary documents in support of their qualifications for the purpose of enlistment.
- 88.03 For the enlistment of Economic Operators, the Procuring Entity shall follow the procedures set out below:
- a) The Procuring Entity shall maintain lists based on the type of goods, works, or physical services and the corresponding involvement of Economic Operators;
 - b) The list referred to in sub-para 88.03(a) shall be prepared by a Committee composed as follows and shall be approved by the Head of the Procuring Entity or an official authorized by him:

Three (3) members, including—

- one (1) from the Procuring Entity’s Finance Unit;
- one (1) from its Technical Unit; and
- one (1) member from outside the Procuring Entity;

- c) The Procuring Entity shall convene the Committee once every year to update the list through inclusion of new persons, upgrading, or downgrading of enlisted persons;
- d) In the annual advertisement, all interested persons shall be given at least fourteen (14) days to submit information relating to qualification requirements;
- e) The enlistment and renewal fees shall be determined as follows:
 - Category-wise enlistment fee: Tk. 5,000 (five thousand);
 - Category-wise renewal fee: Tk. 2,000 (two thousand);
 - In the case of a sole proprietorship owned by a woman, the enlistment fee shall be Tk. 3,000 (three thousand) and the renewal fee shall be Tk. 1,500 (one thousand five hundred).

88.04 To facilitate the proper performance of the duties of the Enlistment Committee, fees or honoraria may be paid to each member in accordance with the Public Procurement Rules, 2025 and its amendments.

89. Appointment of Subcontractors or Subconsultants

- 89.01 The Procuring Entity may permit any Economic Operator to appoint a Sub-contractor or Sub-consultant, subject to submission of the necessary documents in support of possessing the appropriate qualifications specified in the Standard Tender Document or Request for Proposals document.
- 89.02 A firm identified as a Subconsultant in a Tender or Proposal may participate in more than one Proposal; however, such participation shall be limited exclusively to the role of Subconsultant.
- 89.03 If any person submits an Application individually or as a partner of a Joint Venture, then he shall not be eligible to act as a Sub-consultant of any other Applicant in the same Procurement Process.
- 89.04 The qualifications of a Subcontractor, where specifically stated in the Tender, may be considered in the evaluation of the Contractor only in respect of the portion of the Contract assigned to that Subcontractor.
- 89.05 The general experience and financial resources of a Subcontractor shall not be taken into account in determining the general experience or financial capacity of the Tenderer.
- 89.06 Notwithstanding the appointment of any Subcontractor or Subconsultant, the Supplier, Contractor, or Consultant shall remain fully responsible for the performance of all obligations under the Contract, and such obligations shall not be assigned, transferred, or otherwise delegated to any Subcontractor or Subconsultant, nor shall any contractual liability be passed on to them under any circumstances.

- 89.07 The primary Supplier, Contractor, or Consultant shall be responsible for the management of its Subcontractors or Subconsultants, and the Procuring Entity's review of subcontracting arrangements shall generally be limited to the assessment of such management by the primary Supplier, Contractor, or Consultant.

90. Joint Venture

- 90.01 The Procuring Entity may permit any Economic Operator, whether acting individually or through the formation of a Joint Venture (JV), to participate in procurement proceedings for Works, Physical Services, and Intellectual and Professional Services:

Provided that the mere expression of intent to form a Joint Venture shall not, by itself, be sufficient to establish the existence of a Joint Venture.

- 90.02 A Joint Venture agreement shall be executed on a non-judicial stamp of Tk. 300 (three hundred) and shall be duly signed by the legally authorized representatives of all parties to the Joint Venture.

- 90.03 As an alternative to sub-para 90.02, a Letter of Intent, signed by all partners, stating that a Joint Venture agreement shall be executed upon award of the Tender or Proposal, shall be submitted together with the proposed agreement as part of the Tender or Proposal:

Provided that such Letter of Intent shall be signed by all partners of the Joint Venture and duly notarized by a Notary Public.

- 90.04 In the case of a Joint Venture, each partner shall be jointly and separately liable for the performance of all obligations and for all legal and ethical responsibilities arising under the Contract.

- 90.05 During the procurement process and, where a Contract is awarded, during Contract implementation, the Joint Venture formed under sub-para 90.02 and 90.03 shall, by duly granting authority, nominate one representative to act on behalf of all partners of the Joint Venture for the performance of all acts and for the receipt of all payments.

- 90.06 The minimum qualification requirements of the lead partner and the other partners of the Joint Venture may be specified in the pre-qualification document, Tender document, or Request for Proposals.

- 90.07 Where any legal proceedings are initiated against the partners of a Joint Venture due to any dispute arising, such proceedings shall, subject to availability, be instituted against all partners; however, where only one partner is available, such partner shall respond on behalf of all partners, and if the claim is proven, the penalty that would have been applicable to all partners shall be imposed on that partner alone:

Provided that if other partners become available before the conclusion of the legal proceedings, the Procuring Entity may take legal action against them as well.

- 90.08 Subject to compliance with sub-para 90.06 and 90.07, a Joint Venture formed by a combination of domestic and foreign business entities may be granted domestic

preference where the share of Bangladeshi nationals in the Joint Venture is fifty percent (50%) or more.

- 90.09 A Joint Venture formed for a specific procurement shall not be altered after its formation prior to Contract award; however, after Contract award, any change may be made only with the prior approval of the Head of the Procuring Entity.
- 90.10 Where any partner of a Joint Venture is found to be disqualified or is faced with a serious difficulty that may adversely affect overall performance, substitution of such partner, other than the lead partner, may be permitted; provided that the proposed substitute partner shall possess higher qualifications than the outgoing partner.
- 90.11 Where any partner of a Joint Venture has been declared ineligible (debarred) from participation in procurement due to involvement in corruption, fraud, collusion, coercion, or obstructive practices, the Joint Venture shall not be considered eligible to participate in procurement; and conversely, where a Joint Venture has been declared ineligible, such declaration shall apply equally to each partner.
- 90.12 Where, for a specific component, a partner of a Joint Venture satisfies the minimum qualification requirements for that component, the past experience and capacity of that partner shall be taken into account in determining the overall qualification of the Joint Venture by aggregation with those of the other partners.
- 90.13 In cases similar to the examples below, the specific Technical Experience of the partners of a Joint Venture or of their Key Staff shall not be aggregated for the purpose of fulfilling the minimum Qualification Requirements.

Example 1: Where, in a Procurement document, it is stipulated as a qualification requirement for the Project Manager that he or she must have a minimum of five (5) years' experience in works of similar nature and magnitude, such requirement shall not be deemed to have been fulfilled by combining the experience of Project Managers of different partners of the Joint Venture; for example, the experience of one Project Manager having three (3) years and another having two (2) years shall not be aggregated to meet the required five (5) years' experience.

Example 2: Where, in a Procurement document, it is stipulated as a qualification requirement that the Tenderer must have prior experience in the construction of a reinforced concrete bridge of at least one hundred (100) meters span, such requirement shall not be deemed to have been fulfilled by combining the separate experiences of different partners of the Joint Venture; for example, (50 m + 30 m + 20 m) shall not be aggregated to meet the required one hundred (100) meters span.

Example 3: Where, in a Procurement document, it is stipulated as a qualification requirement that a firm must have a minimum of five (5) years' experience in a specific type of work, such requirement shall not be deemed to have been fulfilled by combining the experience of different partner firms of the Joint Venture; for example, the experience of one

partner firm having three (3) years and another having two (2) years shall not be aggregated to meet the required five (5) years' experience.

- 90.14 Performance security, insurance, indemnity, and matters relating to the appointment of Contractors and Subcontractors shall be provided or executed in the name of the legally constituted Joint Venture.

91. Conflict of Interest

- 91.01 Any existing or potential conflict of interest which may hinder the Procuring Entity in ensuring the provision of the best possible service, or which may reasonably be expected to have an adverse effect in the relevant assignment, shall be disclosed to the Procuring Entity; and the responsibility for such disclosure shall lie with the Applicant. Failure to disclose such conflict may result in the Consultant being declared ineligible or the Contract being terminated, in accordance with the situations described in Appendix-13 (Consultants' conflicts of interest: Range of possible cases).
- 91.02 A Consultant as well as any affiliated or associated entities, shall respect the obligation to provide objective and professional advice and to at all times uphold the interests of the Procuring Entity, and shall refrain from engaging in any activity that may create a conflict with other assignments or with its own joint interests, and shall not undertake any assignment with the expectation of future engagements.
- 91.03 Where a Person has previously been engaged by a Procuring Entity for the supply of Goods, execution of Works, or provision of Physical Services in respect of a Project, such Person, or any affiliated entity thereof, shall be considered ineligible to subsequently provide Consulting Services in respect of the same Goods, Works, or Services.
- 91.04 Where a Person has been engaged to provide Consulting Services for the preparation or implementation of a Project, such Person, or any affiliated entity thereof, shall be considered ineligible for the supply of Goods, provision of Consulting Services, Physical Services, or execution of Works which arise from, or are directly related to, the Consulting Services previously provided.
- 91.05 No Consultant, including its Personnel and Sub-Consultants, nor any affiliated entity thereof, shall be appointed to perform any assignment which would create a conflict in carrying out similar assignments for the same Procuring Entity or for another Procuring Entity.
- 91.06 No Contract shall be entered into with a Consultant where the Consultant, its Sub-Consultants, or its Personnel has any business relationship with any official or employee of the Procuring Entity involved in the Procurement concerned, unless such conflict arising from the relationship has been properly addressed during the Consultant selection process.

- 91.07 Where any official or employee of the Procuring Entity involved in a Procurement process has, directly or indirectly, any interest in any Person or entity participating or having participated in such Procurement, such official or employee shall submit a declaration regarding the nature of such relationship, and shall refrain from participating at any stage of the Procurement process—from the preparation of specifications and qualification criteria through to the completion of supply of Goods, execution of Works or Services, and full discharge of contractual obligations.

92. Right to Lodge Complaints

- 92.01 A formal complaint may be lodged against any Procuring Entity in the following cases or situations, namely:

- a) In the case of Prequalification:
 - 1 If the prequalification documents are not prepared on the date of publication of the advertisement or are not made available upon request of a prospective applicant; or
 - 2 If clarification is not provided in due time in response to a request for clarification from a prospective applicant; or
 - 3 If the evaluation committee fails to assess eligibility in accordance with the criteria specified in the prequalification documents; or
 - 4 If there are reasonable grounds to believe that an unjust refusal has been made in the prequalification process; or
 - 5 If there is suspicion of corruption or collusive practices.
- b) In the case of Open, Limited, Direct, Two-Stage, One-Stage Two-Envelope or Quotation methods:
 - 1 If, where applicable, the advertisement has not been issued in accordance with Para 10; or
 - 2 If the tender documents are not prepared on the date of publication of the advertisement or are not made available upon request of a prospective tenderer or quotationer; or
 - 3 If clarification is not provided in due time upon request of a prospective tenderer; or
 - 4 If technical specifications are prepared in such a way that only one or a limited number of manufacturers can comply; or
 - 5 If the tender opening fails to take place in accordance with the statements made in the invitation notice, or if improper conduct occurs during tender opening; or

- 6 If due to disorderly conduct, one or more tenders are opened prematurely or confidentiality is breached, or if tenders are not opened in a public meeting; or
 - 7 If all tenders received prior to the deadline are not opened; or
 - 8 If the evaluation committee fails to evaluate tenders in accordance with the criteria specified in the tender documents; or
 - 9 If negotiations are undertaken with the successful tenderer by the Procuring Entity except as provided in Sub-para 18.01; or
 - 10 If there is suspicion of corruption or collusive practices; or
 - 11 In the case of two-stage tendering, if confidentiality is not maintained during the clarification process from each participant during the first stage of evaluation.
- c) In the case of Request for Proposals (RFP):
- 1 If confidentiality of technical proposals is not maintained after opening of the technical proposal envelopes; or
 - 2 If financial proposals are opened at the time of opening technical proposals; or
 - 3 If evaluation of proposals is not conducted in accordance with the criteria specified in the proposal documents; or
 - 4 If, where price is a factor in evaluation, pressure is exerted on an applicant during negotiations to change the fee rates proposed; or
 - 5 If there is suspicion of corruption or collusive practices.

93. Submission, Settlement, etc. of Complaints to the Administrative Authority

- 93.01 Any person shall submit his/her complaint in writing within 07 (seven) calendar days.
- 93.02 A complaint shall first be submitted in writing to the officer of the Procuring Entity who issued the tender or proposal documents (e.g., Project Director, Line Director, Project Manager, Procurement Officer, or officer responsible for procurement).
- 93.03 The concerned officer referred to in Sub-para 93.02 shall consider the complaint and decide whether it should be rejected or whether any corrective action is to be taken.
- 93.04 The concerned officer shall, within 05 (five) working days, inform the complainant in writing of the reasons for rejection of the complaint or of the corrective measures taken or to be taken (such as issuance of amendments to remove unacceptable provisions in the tender or proposal documents).

- 93.05 If any person is not satisfied with the decision given under Sub-para 93.04, he/she may re-submit the same complaint in writing to the head of the Procuring Entity's office within 03 (three) working days.
- 93.06 If a complaint is submitted to the head of the Procuring Entity's office under Sub-para 93.05:
- a) If the head of the Procuring Entity is the Chairperson or a member of the evaluation committee, he/she shall, within 03 (three) working days of receiving the complaint, forward it to the Board of Directors and inform the complainant accordingly; or
 - b) If the matter falls within his/her jurisdiction for resolution, he/she shall consider the complaint and decide whether it should be rejected or whether corrective measures are to be taken, and shall, within 05 (five) working days, inform the complainant in writing of the decision with reasons for rejection or details of corrective actions taken.
- 93.07 If any person is not satisfied with the decision of the head of the Procuring Entity's office, he/she may lodge a complaint in writing to the Chairman of the Board of Directors within 07 (seven) working days.
- 93.08 The Board of Directors shall, within 05 (five) working days, consider the complaints submitted under Sub-para 93.06 and 93.07 and decide whether to reject them or what corrective measures are to be taken, and shall inform the concerned person in writing with reasons, and also provide a copy of the decision to the respective Procuring Entity.

CHAPTER EIGHT

PROFESSIONAL MISCONDUCT ETC.

94. Professional Misconduct, Offences, Termination of Contract Etc.

94.01 The Procuring Entity and all persons associated with a Procurement shall, during Procurement proceedings and execution of Contracts, ensure that, that neither it nor any other member of its staff or any other agents or intermediaries working on its behalf engages in any corrupt, fraudulent, collusive, coercive or obstructive practice as defined in Sub-Para (94.02), and shall refrain from committing any material breach of the Contract.

94.02 For the purpose of this article-

- (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 and shall also include the involvement of the Procuring Entity or any of its officials or employees in any corrupt, fraudulent, collusive, coercive or obstructive practice referred to in this Para.
- (b) "Fraudulent Practice" means any misrepresentation or omission of facts, including the making of a false statement or the dishonest concealment of information by any person, 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 or more Persons, with or without the knowledge of the Procuring Entity, or involving any official or employee thereof, designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, noncompetitive 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 a Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders, Applications, Proposals or Quotations; and
- (e) "Obstructive Practice" means deliberately destroying, falsifying, altering or concealing evidence relating to a Procurement investigation, or making false statements to investigators, so as to impede an investigation into allegations of Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices; or threatening,

harassing or intimidating any Person for the purpose of preventing the disclosure of information relevant to an investigation or preventing an investigator from carrying out such investigation.

94.03 Where any Person is found to have engaged in a Corrupt, Fraudulent, Collusive or Coercive Practice, the Procuring Entity shall debar such Person from participation in the relevant Procurement proceedings and shall require him or her to submit a written explanation regarding his or her involvement in, or association with, such Practice.

94.04 Where a Contract is terminated due to a material breach of its fundamental terms and conditions, the Procuring Entity shall, where appropriate and for the purpose of taking further action, require the Person concerned to provide a written explanation within a period of not less than seven (7) Working Days:

Provided that, where a written explanation has already been obtained from the Person concerned during the process of termination of the Contract, no further explanation shall be required from such Person.

94.05 Where proceedings are initiated under Sub-Para (94.03) and (94.04) for declaring any Person, Contractor, Supplier, Service Provider or Consultant ineligible to participate in Procurement proceedings, the Procuring Entity may, upon initiation of such proceedings, impose a temporary Suspension on such Person from participation in Procurement proceedings of the concerned Procuring Organization:

Provided that the proceedings for Debarment shall be concluded within forty-two (42) days from the date of imposition of the Suspension, failing which such Suspension shall automatically cease to have effect upon expiry of the said period.

94.06 Where action is taken under Sub-Para (94.03) and (94.04), and the Person or entity concerned fails to submit an explanation within the stipulated period, or where such explanation is submitted to the Procuring Entity within the stipulated period, the following procedure shall be followed:

(a) If the Person or entity concerned fails to submit an explanation, or if the explanation submitted is found to be unsatisfactory, the Procuring Entity shall present a report, along with the relevant records and, where applicable, the explanation and supporting information furnished by such Person or entity, to the Head of the Procuring Entity for consideration;

(b) Upon receipt of the report under Clause (a), the Head of the Procuring Entity may, within five (05) working days, either take a decision by himself on the matter concerned or, if necessary, solely for taking action under Sub-Para (94.03), constitute a Debarment Proposal Review Committee consisting of not more than three (03) members, chaired by him or an officer nominated by him, that shall include representatives of the Procuring Entity, other than the Procurement officer that first became aware of the complaint;

(c) The Committee constituted under Clause (b) shall review the recommendation of

the Procuring Entity and, within not more than ten (10) working days, submit a report to the Head of the Procuring Entity providing its recommendation on the matter; and

- (d) Taking into consideration the recommendation provided under Clause (c), the Head of the Procuring Entity shall, within three (3) working days of receipt of the report, take an appropriate decision in accordance with Sub-Para (94.07).

94.07 The Head of the Procuring Entity shall, after reviewing the proposal sent by the Procuring Entity in accordance with Clause (a) of Sub-Para (94.06) and the recommendation of the Debarment Proposal Review Committee in accordance with Clause (b) of Sub-Para (94.06), take the following decision:

- (a) initiate the cancellation of the Notification of Award or termination of the signed Contract, if any, issued or executed in favour of that person or entity;
- (b) declare that person or entity ineligible from participating in all future Public Procurement proceedings for a period not exceeding two (2) years.

94.08 Where a decision is made under Clause (b) of Sub-Para (94.07) to debar any Person or entity from participation in Procurement proceedings, the Procuring Entity shall inform such Person or entity of its exclusion from participation in Public Procurement by a written notice addressed to it, and shall also furnish a copy thereof to the BPPA for inclusion in and publication of the list of Persons debarred from participation in Procurement proceedings on its official website.

94.09 The Procuring Entity shall forward the details of the actions taken under Sub-Para (94.07) to BPPA for its information, and shall duly record and preserve the decision taken and the reasons thereof in the Procurement proceedings record.

94.10 A Person, or an officer or staff member of the Procuring Entity to whom the Act and these Policy apply, committing an offence related to professional misconduct, shall be dealt with as described in the Act in Section 64 (3) and (4), the Penal Code, 1860 and Anti-corruption Commission Act 2004.

Example-1: If a Person or any member of staff or any other intermediaries working on his or her behalf give or promise to give, either directly or indirectly, to any officer or member of staff of a Procuring Entity or other public or private authority or individual a gratification 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, such person and the concerned officer(s) shall be deemed to have engaged in corrupt practice and shall be punishable under any of the relevant sections of the Penal Code (Sections 161 to 171) or under the relevant Section of the Prevention of Corruption Act, 1947 and Anti-corruption Commission Act 2004.

Example-2: If an officer or a member of staff or a Person fraudulently or dishonestly

makes, signs, seals or executes a Document or a part of a Document, or fraudulently or dishonestly uses any Document which he or she knows or has reason to believe to be a forged Document, or makes a false statement, or uses a false trademark with intent to influence a decision to be taken in a Procurement proceeding or Contract execution, such officer or member of staff or Person shall be deemed to have committed an offence and be punishable under the relevant sections of the Penal Code, 1860 (Sections 465 to 489).

Example-3: Where two or more Persons engage in any dishonest arrangement or scheme, with or without the knowledge of the Procuring Entity or involving any of its officials or employees, for the purpose of arbitrarily reducing the number of Tenders or submitting collusive or pre-arranged prices so as to deprive the Procuring Entity of the benefits of open competition, such conduct shall be deemed to constitute a Collusive offence punishable under Sections 120A and 120B(2) of the Penal Code, 1860.

Example-4: Harming or threatening to harm, directly or indirectly, Persons or their property with intent to cause alarm to that Person, or to cause that Person to perform any act which he is not legally bound to perform or to omit to perform any act which he is legally entitled to perform, or creating obstructions in the normal submission process of an Application, a Tender or a Proposal, will constitute an offence within the meaning of Section 503 and will be punishable under Section 506 the Penal Code, 1860.

Example-5: Where any Person, including the Procuring Entity or any of its officials or employees, any Tenderer or any Economic Operator, refuses to provide information or documents as required by an Investigation Committee constituted by a higher authority for verification of complaints received in respect of a Procurement conducted by a Procuring Entity and for making recommendations on remedial measures, or causes undue or intentional delay in providing such information, or provides false information, or conceals material facts, such conduct shall be deemed to constitute an Obstructive Practice and shall be punishable under Sections 175, 177 and 188 of the Penal Code, 1860.

CHAPTER NINE

USE OF ELECTRONIC PROCUREMENT (E-GP) METHOD, ETC.

95. Procurement through Electronic System

- 95.01 As Electricity Generation Bangladesh PLC is registered with the Bangladesh Public Procurement Authority (BPPA) as a “Procuring Agency” under the electronic system, the Electronic Government Procurement (e-GP) system may be used in procurement activities.
- 95.02 In procurement conducted through this method, the e-GP Guidelines issued by the Bangladesh Public Procurement Authority (BPPA) shall be followed.
- 95.03 In the case of procurement conducted using the Electronic Government Procurement (e-GP) System, if any conflict arises between the provisions of this Policy and the e-GP Guidelines, the provisions of the e-GP Guidelines shall prevail.

APPENDICES

Appendix-1
Procurement Processing and Approval Timetable

Approval Procedure Approving Authority	Technical Sub Committee (if required)	Tender/Proposal Evaluation Committee	Authorized Officer/ Head of Procuring Entity	Board of Directors	Total Time	
					When Technical Sub Committee is not required	When Technical Sub Committee is required
Authorized Officer	2 weeks	4 weeks	1 week Approval + 3 working days issue of NOA	Not applicable	6 weeks	8 weeks
Head of Procuring Entity	3 weeks	5 weeks	2 weeks Approval + 3 working days issue of NOA	Not applicable	8 weeks	11 weeks
Board of Directors	3 weeks	5 weeks	2 weeks Scrutiny & Observation by Head of Procuring Entity + 3 working days issue of NOA	2 weeks Approval	10 weeks	13 weeks
In the case of a Two-Stage/Two-Envelope procurement method (where the technical evaluation report must be approved before opening the financial proposal), the specified time limit may be extended by 2 weeks .						
In procurement methods where negotiation is required, an additional 2 weeks of time may be extended.						
If the Approving Authority requests an clarification from the Evaluation Committee on any matter, an additional 2 weeks (for Approving Authorities who are the Head of the Procuring Entity or below) or 3 weeks (for the Board of Directors) may be extended.						
For the evaluation of Expressions of Interest and Prequalification Applications , the Proposal Evaluation Committee shall get 3 weeks for packages under the approval of the Head of the Procuring Entity (or below) and 5 weeks for packages under the approval of the Board of Directors.						
If the Approving Authority requests a re-evaluation , the approval time limit may be increased as follows: 2 weeks for Approving Authorities who are the Head of the Procuring Entity or below, and 3 weeks for the Board of Directors.						
The aforementioned time limits are the maximum limits for procurement processing and approval. The Procuring Entity and all concerned must complete their respective tasks within the shortest possible time.						

Appendix-2

List of Standard Tender Documents for the Procurement of Goods, Works, Physical Services, and Intellectual & Professional Services

Table-1 (Goods)

Sl. No.	Code Name	Source	Procurement Method, Type, and Financial Limit
1	PG 1	National Procurement	Standard Request for Quotation (SRFQ) for procurement of goods through quotation.
2	PG 2	National Procurement	Standard Tender Document (STD) for procurement of goods through limited or open tendering (up to Tk. five (5) million).
3	PG 3	National Procurement	Standard Tender Document (STD) for procurement of goods through open tendering (above Tk. five (5) million).
4	PG 3-A	National Procurement	Standard Tender Document (STD) for procurement of goods through open or limited tendering under Framework Agreement (as per applicable valuation).
5	PG 4	International Procurement	Standard Tender Document (STD) for procurement of goods through open tendering (any value).
6	PG 5-A	National/ International Procurement	Standard Tender Document (STD) for supply and installation of plant and equipment [applicable for single-stage two-envelope system under 'Turnkey Contract'] (any value).
7	PG 5-B	National/ International Procurement	Standard Tender Document (STD) for supply and installation of plant and equipment [applicable for two-stage system under 'Turnkey Contract'] (any value).
8	PG 6	International Procurement	Standard Request for Quotation (SRFQ) for procurement of divisible goods in bulk (any value).
9	PG 7	National/ International Procurement	Standard Tender Document (STD) for procurement of IT equipment or pre-developed software (any value).
10	PQG	National/ International Procurement	Standard Prequalification Document (PQG) for supply and installation of plant and equipment (above Tk. 150 million) and custom designed equipment (above Tk. 50 million).
11	SAFEA	National Procurement	Standard Application Form (SAFEA) for enlistment for the purpose of goods procurement (up to Tk. 5 million).

Sl. No.	Code Name	Source	Procurement Method, Type, and Financial Limit
12	PG 8	National/ International Procurement	Standard Tender Document (STD) for procurement of goods with high technical specifications through single-stage two-envelope system (any value).
13	PG 9	National/ International Procurement	Standard Tender Document (STD) for procurement of goods through direct contracting (any value).
14	SDAI-1	International Procurement	Application document for enlistment for the purpose of requesting quotations for LNG procurement.

Table-2 (Works)

Sl. No.	Code Name	Source	Procurement Method, Type, and Financial Details
1	PW 1	National Procurement	Standard Request for Quotation (SRFQ) for execution of works through quotation.
2	PW 2-A	National Procurement	Standard Tender Document (STD) for execution of works through open tendering (up to Tk. 50 million).
3	PW 2-B	National Procurement	Standard Tender Document (STD) for execution of works through limited tendering (up to Tk. 50 million).
4	PW 3	National Procurement	Standard Tender Document (STD) for execution of works through open tendering (without pre-qualification) (above Tk. 50 million, any value).
5	PW 3-A	National Procurement	Standard Tender Document (STD) for execution of works through single-stage two-envelope system (any value).
6	PW 3-D	National Procurement	Standard Tender Document (STD) for execution of works under project funded by development partners (without pre-qualification) (any value).
7	PQW 4	National Procurement	Standard Prequalification Document (SPD) for execution of works (> Tk. 500 million) and maintenance works (> Tk. 50 million).
8	PW 4	National Procurement	Standard Tender Document (STD) for execution of works through open tendering (with pre-qualification) (any value above Tk. 500 million).

Sl. No.	Code Name	Source	Procurement Method, Type, and Financial Details
9	PQW 5	International Procurement	Standard Prequalification Document (SPD) for execution of works (above Tk. 500 million).
10	PW 5	International Procurement	Standard Tender Document (STD) for execution of works through open tendering (with pre-qualification) (any value above Tk. 500 million).
11	PW 6	International Procurement	Standard Tender Document (STD) for execution of works through open tendering (without pre-qualification) (any value).
12	PW 7	International Procurement	Standard Tender Document (STD) for execution of works through single-stage two-envelope system (any value).
13	SAFE-B	National Procurement	Standard Application Form (SAFE-B) for enlistment for the purpose of execution of works (up to Tk. 50 million).

Table-3 (Physical Services)

Sl. No.	Code Name	Source	Procurement Method, Type, and Financial Details
1	PS 1-A	National Procurement	Standard Request for Quotation (SRFQ) for physical services (recruitment of service provider through outsourcing).
2	PS 1-B	National Procurement	Standard Request for Quotation (SRFQ) for physical services (for other physical services).
3	PS 2	National Procurement	Standard Tender Document (STD) for physical services through open/limited tendering (recruitment of service provider through outsourcing) (any value).
4	PS 3	National Procurement	Standard Tender Document (STD) for physical services through open/limited tendering (for other physical services) (any value).
5	PS 4	National/ International Procurement	Standard Tender Document (STD) for physical services related to operation and maintenance (any value).
6	SAFE-C	National Procurement	Standard Application Form (SAFE-C) for enlistment for physical services (up to Tk. 5 million).

Table-4 (Intellectual and Professional Services)

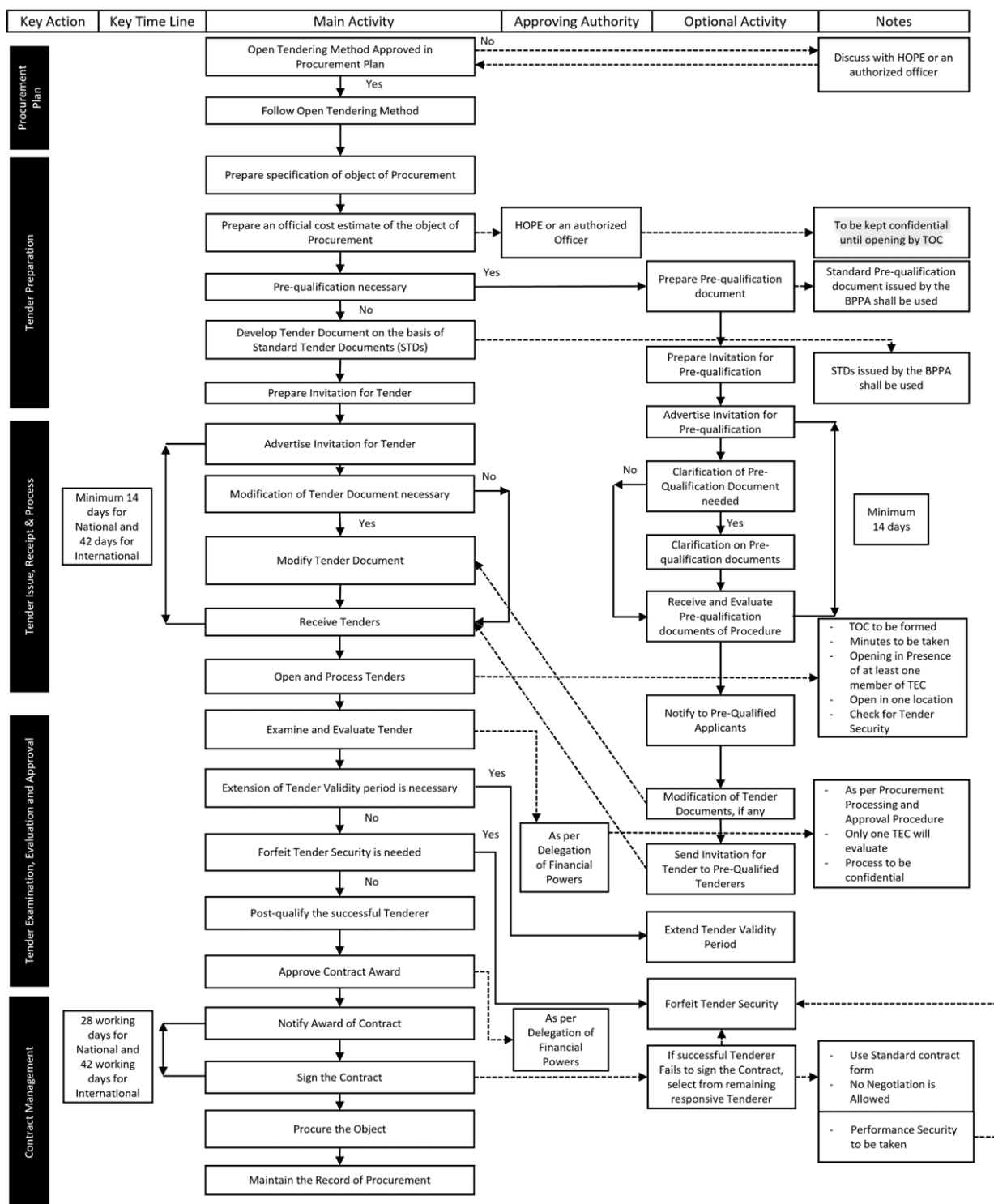
Sl. No.	Code Name	Source	Procurement Method, Type, and Financial Details
1	PS 1	National Procurement	Standard Request for Proposals (SRFP) for selection of Community Services organizations.
2	PS 2	National Procurement	Standard Request for Proposals (SRFP) for selection of NGOs.
3	PS 3	National Procurement	Standard Request for Application (SRFA) for selection of individual consultants (Lump-sum).
4	PS 4	National Procurement	Standard Request for Application (SRFA) for selection of individual consultants (Time-based).
5	PS 5	National Procurement	Standard Request for Proposals (SRFP) for selection of consulting firms (Simple Lump-sum - up to Tk. 10 million).
6	PS 6	National Procurement	Standard Request for Proposals (SRFP) for selection of consulting firms (Simple Time-based - up to Tk. 10 million).
7	PS 7	National Procurement	Standard Request for Proposals (SRFP) for selection of consulting firms (Complex & Lump-sum - above Tk. 10 million).
8	PS 7-A	National Procurement	Standard Request for Proposals (SRFP) for selection of consulting firms for software development and IT (Complex & Lump-sum - above Tk. 10 million).
9	PS 8	National Procurement	Standard Request for Proposals (SRFP) for selection of consulting firms (Complex & Time-based - above Tk. 10 million).
10	PS 9	International Procurement	Standard Request for Application (SRFA) for selection of individual consultants (Lump-sum).
11	PS 10	International Procurement	Standard Request for Application (SRFA) for selection of individual consultants (Time-based).
12	PS 11	International Procurement	Standard Request for Proposals (SRFP) for selection of consulting firms (Lump-sum - any value).
13	PS 12	International Procurement	Standard Request for Proposals (SRFP) for selection of consulting firms (Time-based - any value).
14	PS 13	International Procurement	Standard Request for Proposals (SRFP) for selection of consulting firms for software development and IT (Complex & Lump-sum - any value).

Table-5 (Evaluation & Others)

SL No.	Code Name	Subject/Description
1	IEG	Forms and instructions for preparing the Opening and Evaluation Report for Goods procurement.
2	IEW	Forms and instructions for preparing the Opening and Evaluation Report for Works execution.
3	IEPS	Forms and instructions for preparing the Opening and Evaluation Report for Physical Services execution.
4	IES	Forms and instructions for preparing the Opening and Evaluation Report for Intellectual & Professional Services.
5	PPPR	Procedure for Procurement Post Review.

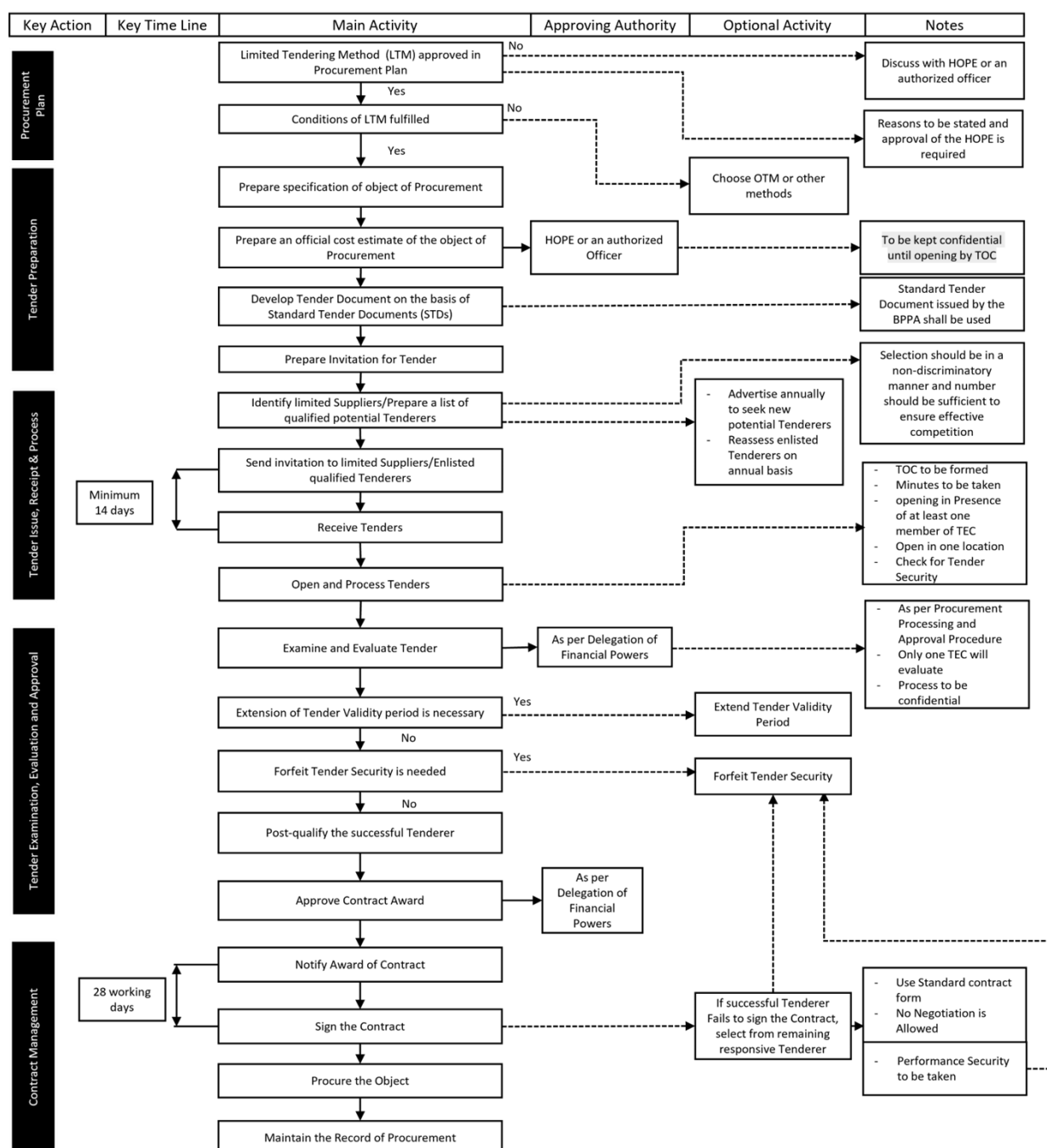
Appendix-3

Flow Diagram - Open Tendering Method



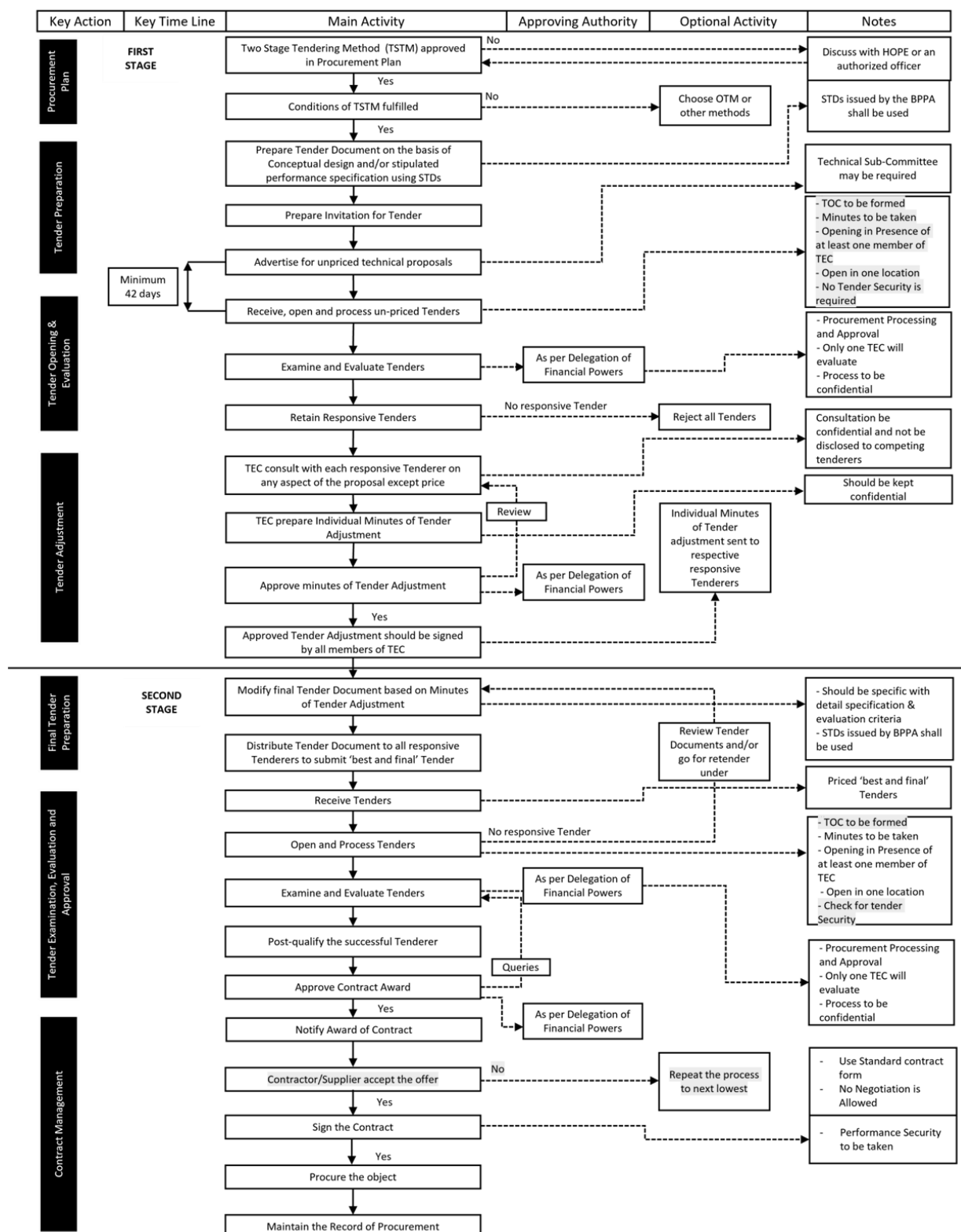
Appendix-4

Flow Diagram - Limited Tendering Method



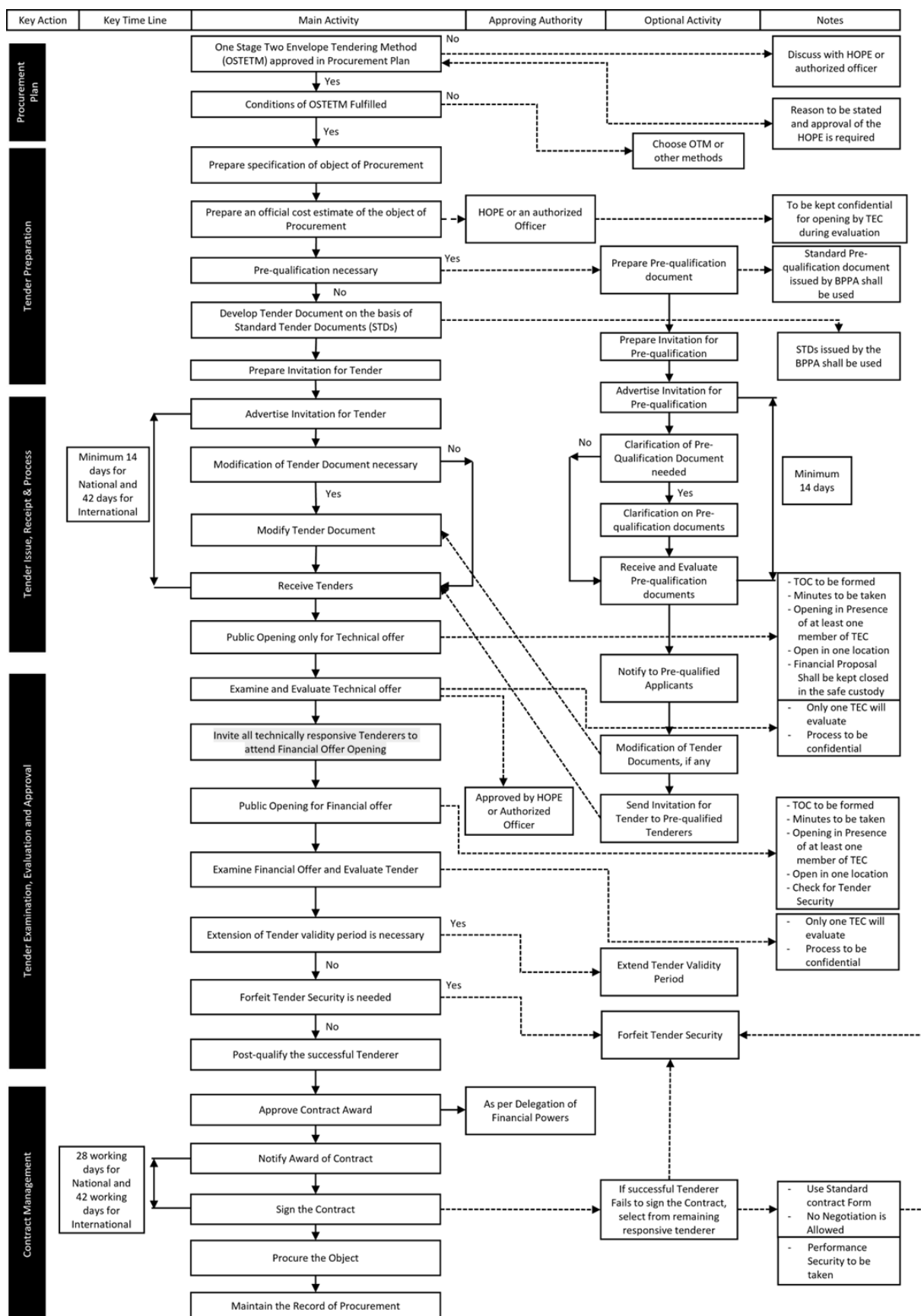
Appendix-5

Flow Diagram - Two Stage Tendering Method



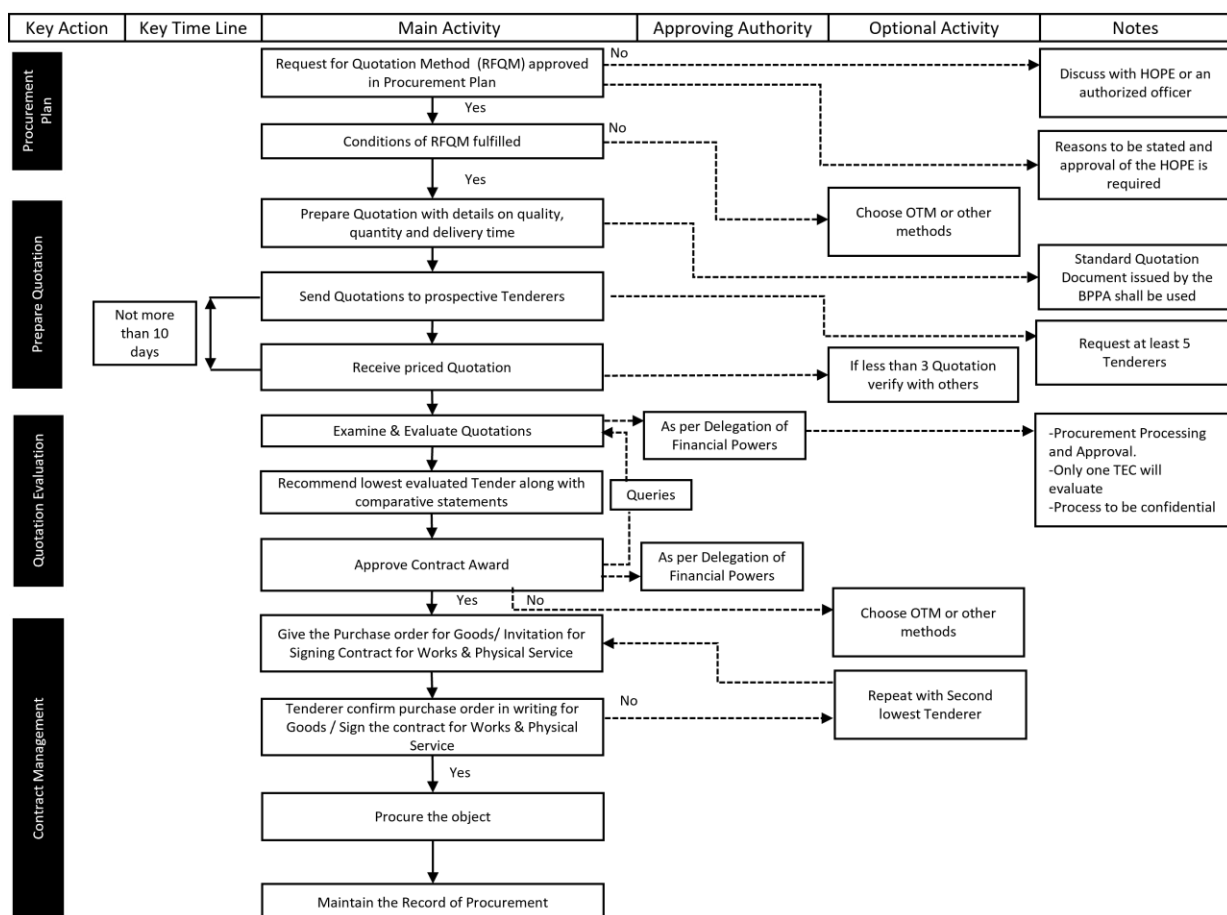
Appendix-6

Flow Diagram - One Stage Two Envelop Tendering Method



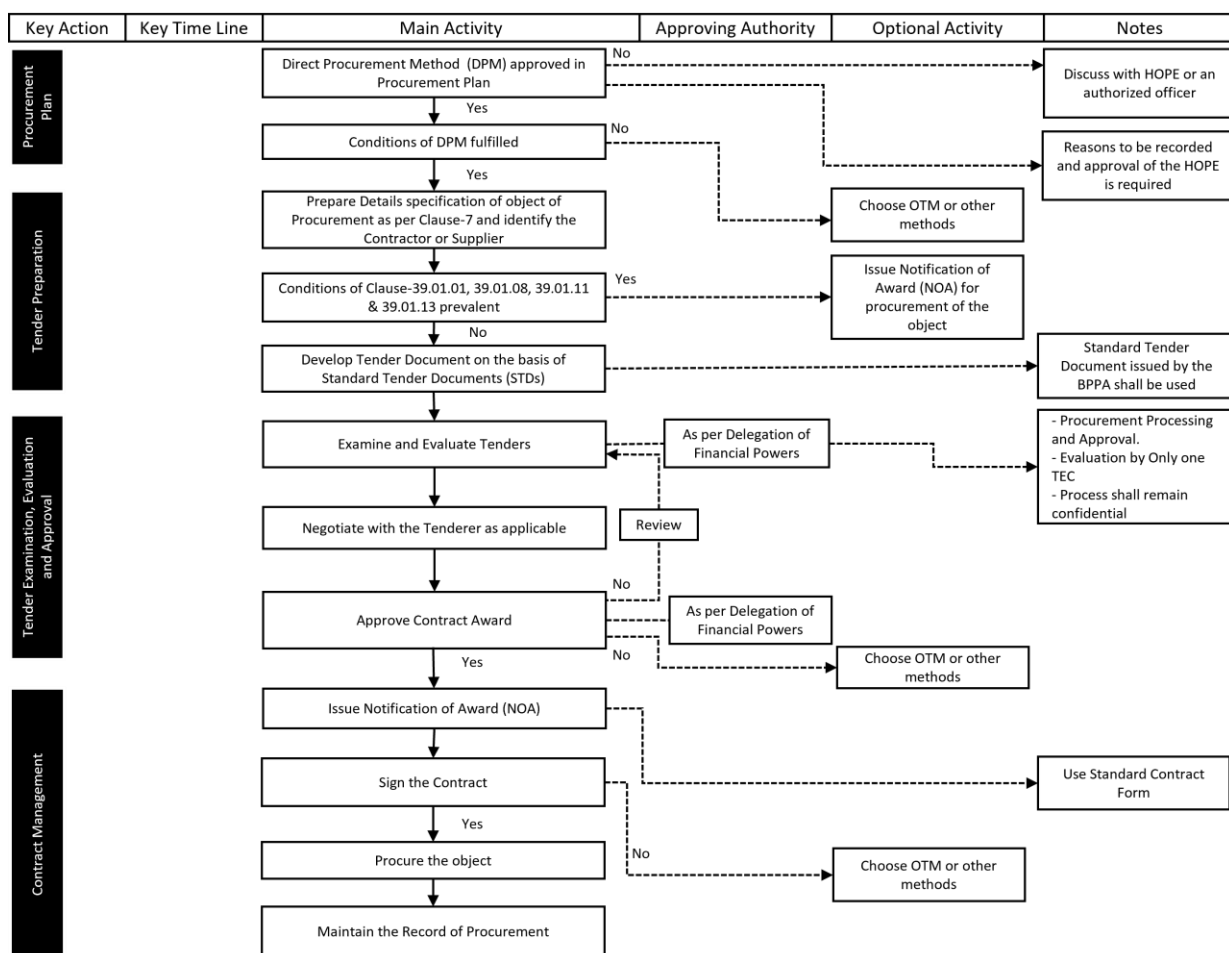
Appendix-7

Flow Diagram - Request for Quotation Method



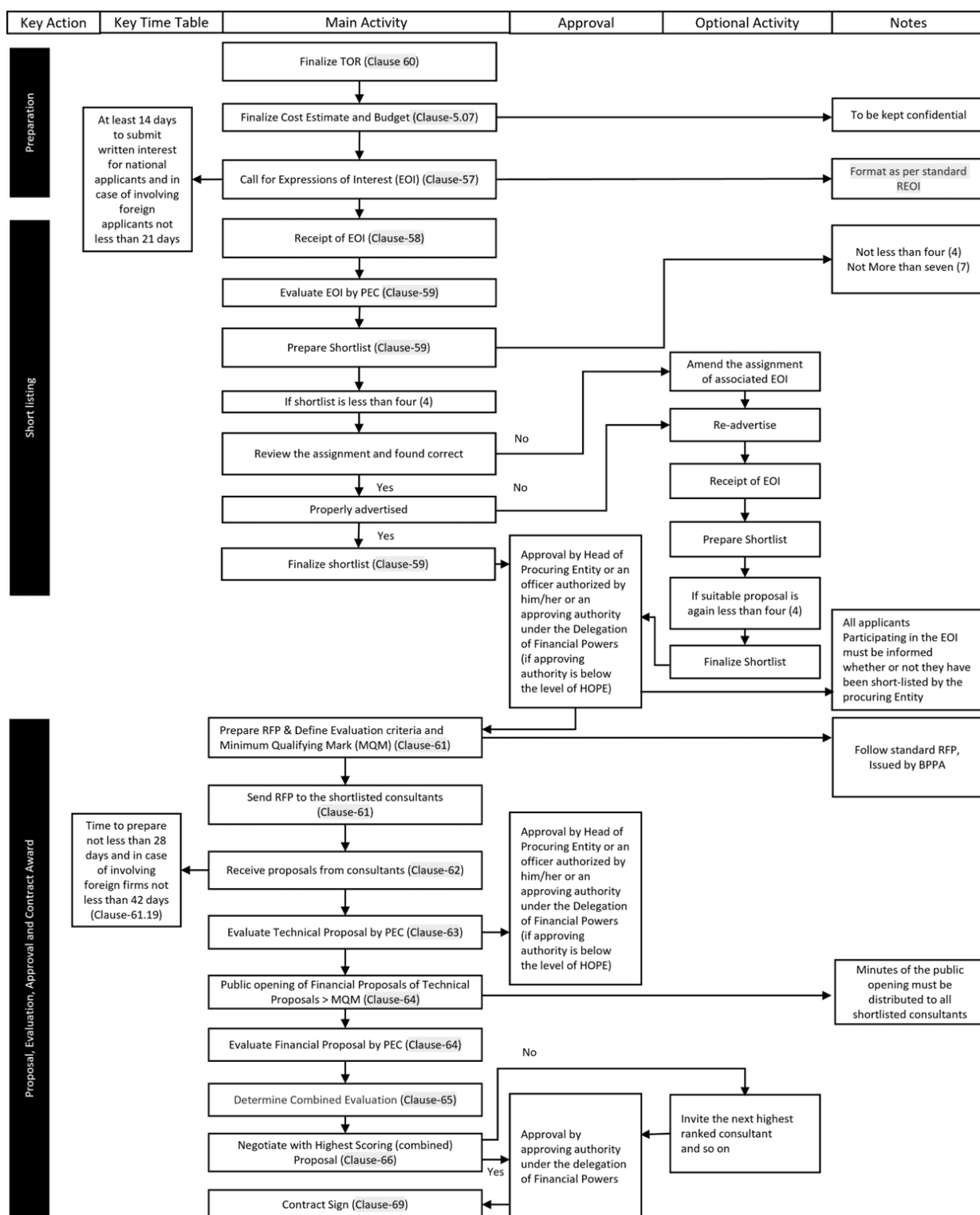
Appendix-8

Flow Diagram - Direct Procurement Method



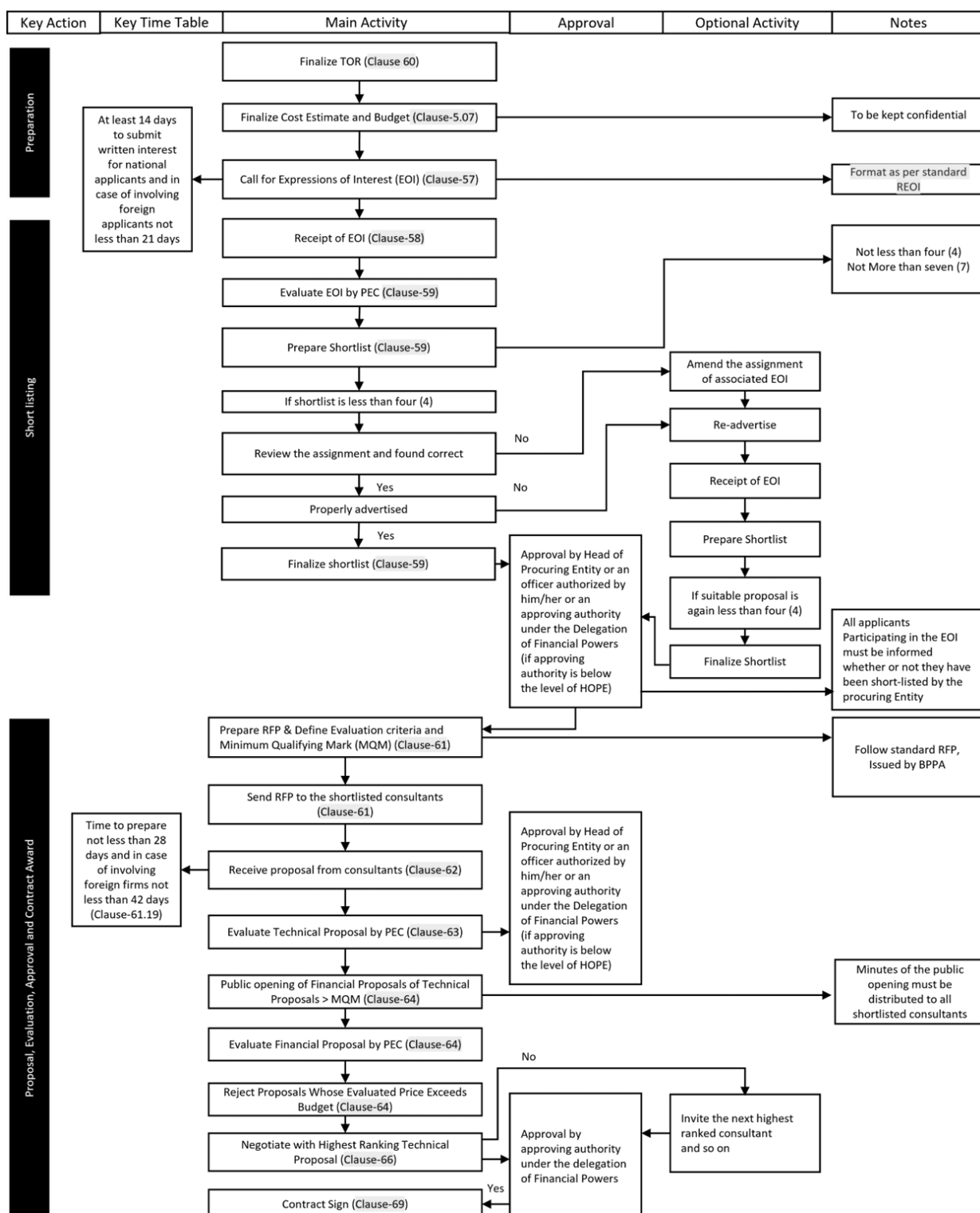
Appendix-9

Flow Diagram - Quality and Cost Based Selection



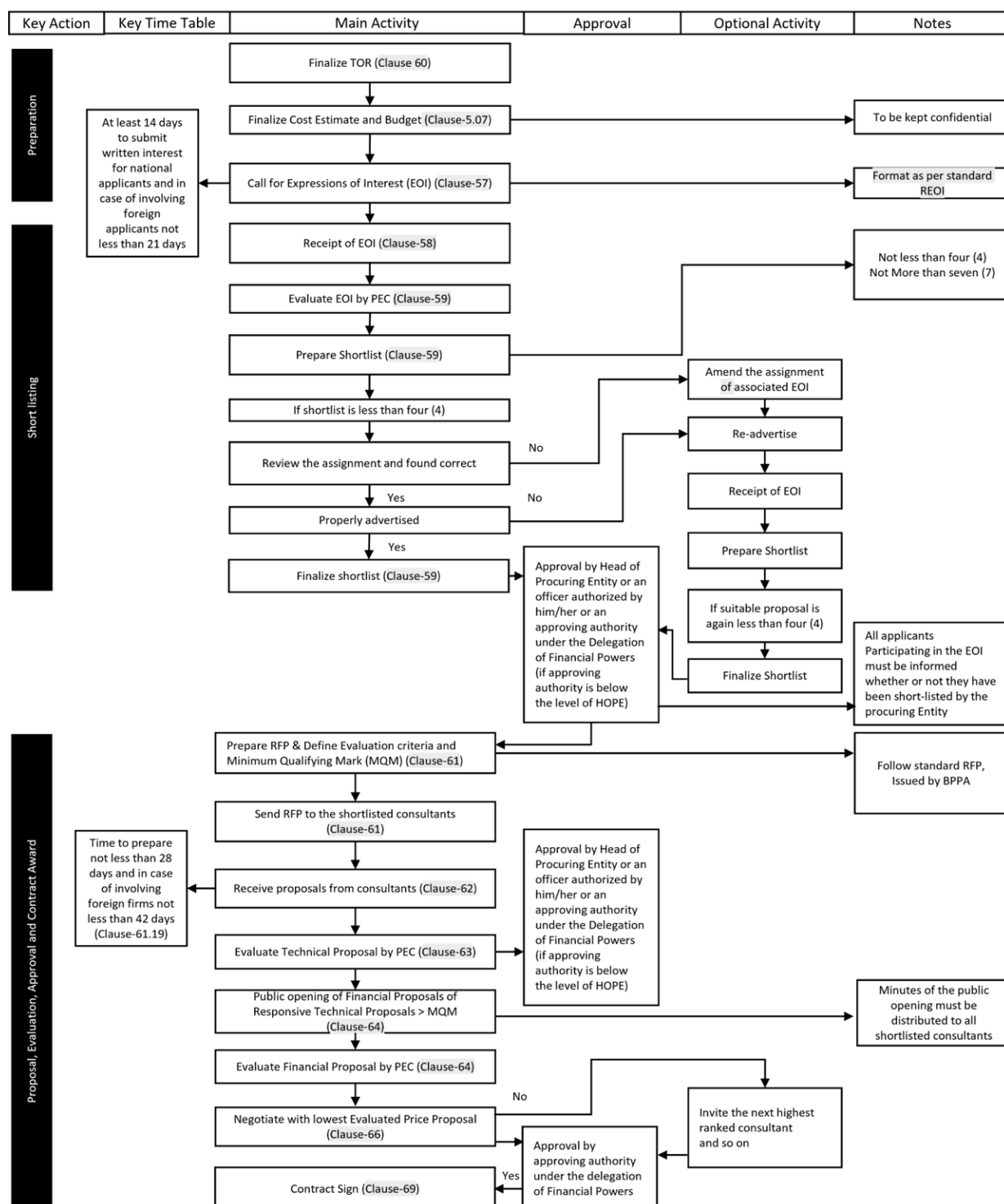
Appendix-10

Flow Diagram - Selection under a Fixed Budget



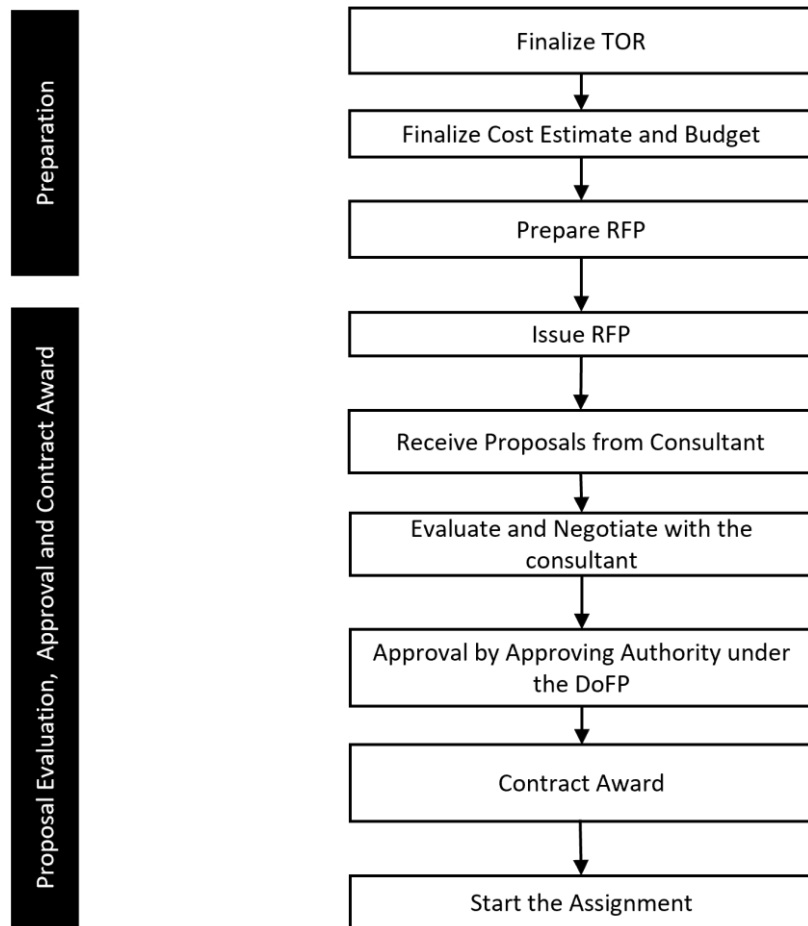
Appendix-11

Flow Diagram - Selection under Least Cost Selection



Appendix-12

Flow Diagram - Selection under Single Source Selection



Appendix-13

Conflict of Interest [See Para 91]

(Consultant Conflicts of Interest: Range of Possible Cases)

Category of Consultant Conflicts	Example	Is the Consultant allowed to take part	Risk for Client: Consultant may	Mitigation of Risk
Supply of goods and works whose specifications were prepared by the consultants	Equipment, computers	No	Favor its associates	Disqualification of consultant and affiliates
Continuation assignments	Detailed design after feasibility study	Yes	Influence TOR, bias feasibility-study recommendations	TOR of continuation drafted by third party who validates feasibility
Conflicting assignments	Environmental audit of consultants' project design by the same consultants	No	Apply partiality in assessing its own designs	Disqualify the consultant
Related assignment other than continuation	Restructured study of a public asset after preparing privatization plan	Yes (permissible upon conditions)	Unduly influence TOR of related assignment	Have third party draft TOR, or disqualify the consultant
Related assignment for competing clients	Study of a project competing-with another client's project	No (permissible upon conditions)	Advice to client(s) may be biased	Disqualify the consultant, or both clients agree on scope of work
Related unnecessary assignments	Study of superfluous alternatives	No	Featherbedding*	Disqualify the consultant
Unrelated useful assignments	Study of future projects	Yes	n. a	n. a
Conflicting relationships	A consultant's staff has a family relationship with a client's staff involved in the selection process	No (permissible upon conditions)	Be unduly favored in the proposal evaluation process	Exclude the client's staff from the selection process, or disqualify the consultant
Conflicting relationships	The consultant includes a client employee in its technical proposal	No (permissible upon conditions)	Be unduly favored in the proposal evaluation process	The consultant shall attach to its proposal a client's certification stating that the involved client's employee is on leave without pay

*Featherbedding is the practice of requiring an employer to hire more workers than needed to handle a job.

Appendix-14

Identification of Significantly Low-Priced Tenders (SLT)

In the case of domestic procurement, the process for identification and evaluation of significantly low-priced tenders (SLT) by the Tender Evaluation Committee

A Significantly Low-Priced Tender (SLT) shall mean a Tender in which the Tenderer has quoted a price and its other components at such a low level, in comparison with the official cost estimate of the procurement concerned, recent market prices under domestic procurement, and the prices quoted by other responsive Tenderers, that it gives rise to serious concern to the Procuring Entity as to whether the Tenderer would be capable of performing the Contract at the quoted price.

2. A significantly low-priced Tender may initially appear to be advantageous to the Procuring Entity from a financial perspective; however, in reality, it may ultimately lead to overall cost escalation, low-quality output, delay in Contract performance, and even unexpected termination of the Contract. That is to say, acceptance of such a Tender may expose the procurement Contract to risk, since certain Tenderers, with the intention of securing the Contract, may quote such low prices that they may not be capable of completing the work at the quoted price, or may have made errors in the preparation of the Tender and thus become unable to perform at the offered price. As a consequence, the Procuring Entity may be required to spend additional time and cost either in managing a Contract with a non-performing Economic Operator or in selecting a new Economic Operator to complete the procurement.

3. During the evaluation of Tenders, the prices proposed by all technically responsive Tenderers (in the case of not less than two Tenders), together with the official cost estimate and the price derived on the basis of the recent price index under the domestic procurement process determined according to the procurement category in the manner described in Para 4, shall be taken into consideration in order to determine a Weighted Average, where the weight assigned to the official cost estimate shall be 0.20, the weight assigned to the price derived from the recent domestic procurement price index shall be 0.30, and the weight assigned to the prices quoted by all responsive Tenderers shall be 0.50; and the mathematical formula shall be as follows:

$$\bar{x} = 0.5 \times \frac{1}{n} \sum_{i=1}^n x_i + 0.2 \times x_{OCE} + 0.3 \times x_{NPPI}$$

In the above equation, $\bar{x}$ denotes the Weighted Average, x_i denotes the prices proposed by the responsive Tenderers, n denotes the number of responsive Tenders, x_{OCE} denotes the official cost estimate, and x_{NPPI} denotes the price derived on the basis of the recent price index under the domestic procurement process in the e-GP portal, calculated as the average of the price indices on the Tender opening date and the preceding twenty-seven (27) days.

4. Thereafter, the Weighted Standard Deviation of the prices quoted in all responsive Tenders shall be determined, and the mathematical formula shall be as follows:

$$\text{Weighted Standard Deviation, } S_d = \sqrt{\frac{1}{n} \sum_{i=1}^n (x_i - \bar{x})^2}$$

In the above equation, x_i denotes the prices proposed by the Tenderers, $\bar{x}$ denotes the Weighted

Average, and n denotes the number of responsive Tenderers.

5. Finally, the lower threshold of acceptable price shall be $\bar{x} - S_d$. Any Tender having a quoted price below this threshold shall be considered as a Significantly Low-Priced Tender (SLT), and all such Tenders shall be treated as rejected.

6. For determining the recent price index under the domestic procurement process, a national average of percentage differences shall be calculated based on the procurement category, namely Goods, Works, or Physical Services, for a period of twenty-eight (28) days consisting of the Tender opening date and the preceding twenty-seven (27) days. For the purpose of determining such national average of percentage differences, the average of the percentage differences between the official cost estimate and the quoted price of the Tenderer receiving the Notification of Award shall be calculated for all procurement processes of the relevant category during the said period for which Notification of Award has been issued through the e-GP portal (excluding cases of Limited Tendering Method under domestic procurement).

7. It is to be specifically noted that, in order to avoid any undue influence in both of the above formulae, any Tender price exceeding more than ten percent (10%) above the official cost estimate shall not be considered, and such Tenders shall also be treated as non-responsive.

Example: Let it be assumed that a Procuring Entity has invited a Tender on 20 August for the execution of Works with an official cost estimate of Tk. forty (40) million, and the deadline for submission of Tenders is 15 September, which is also the date fixed for Tender opening. It is further assumed that, within the stipulated time, a total of seven (7) Persons or Firms have submitted their respective Tenders.

(A) For the purpose of determining the recent domestic procurement price index (NPPI) in the e-GP portal required for the evaluation of the said Tender, the average percentage difference between the contract prices and their respective official cost estimates shall be determined for all Works procurement packages for which Notification of Award has been issued through the e-GP portal during the period from 15 September and the preceding twenty-seven (27) days, that is up to 19 August (total 28 days). The e-GP portal shall publish such value within the shortest possible time after 12:00 midnight of 15 September. For the purpose of this example, let it be assumed that the NPPI value is 8.32% lower, i.e., 0.9168.

(B) It is further assumed that, out of the seven (7) Tenders received, five (5) Tenders are found technically responsive upon evaluation, and one Tender is considered non-responsive at the preliminary stage due to its quoted price being more than ten percent (10%) above the official cost estimate; the summary of which is as follows:

Name of Tenderer	Tender Price (Tk.)	Position Based on Technical Evaluation
‘A’	3,40,57,525.00	Responsive
‘B’	3,65,37,500.00	Responsive
‘C’	3,82,54,655.00	Responsive
‘D’	4,11,45,689.00	Responsive
‘E’	4,48,76,900.00	Non-responsive as the quoted price exceeds more

		than 10% above the official estimate
‘F’	3,60,04,268.00	Non-responsive
‘G’	3,77,89,320.00	Responsive

(C) Average of Responsive Tender Prices

Name of Tenderer	Tender Price (Tk.)	Average Price of Responsive Tenderers ($\bar{x}_i$)
‘A’	3,40,57,525.00	3,75,56,937.80
‘B’	3,65,37,500.00	
‘C’	3,82,54,655.00	
‘D’	4,11,45,689.00	
‘G’	3,77,89,320.00	

(D) Determination of Weighted Average

For determining the Weighted Average using the formula described in Para 3, the values of the three components shall be as follows:

(a) x_{OCE} = Official Cost Estimate = Tk. 4,00,00,000.00

(b) x_i = Average of the prices quoted by the responsive Tenderers = Tk. 3,75,56,937.80

(c) x_{NPPI} = Price derived on the basis of the recent price index under the domestic procurement process in the e-GP portal = $(4,00,00,000.00 \times 0.9168)$ = Tk. 3,66,72,000.00

The Weighted Average shall be = $0.5 \times 3,75,56,937.80 + 0.3 \times 3,66,72,000.00 + 0.2 \times 4,00,00,000.00$
= Tk. 3,77,80,068.90

(E) At this stage, the Weighted Standard Deviation of the responsive Tenders shall be:

$S_d = \text{Sqrt}(((3,77,80,068.90 - 3,40,57,525.00)^2 + (3,77,80,068.90 - 3,65,37,500.00)^2 + (3,77,80,068.90 - 3,82,54,655.00)^2 + (3,77,80,068.90 - 4,11,45,689.00)^2 + (3,77,80,068.90 - 3,77,89,320.00)^2) / 5)$
= Tk. 23,21,810.79

(F) Based on the Weighted Standard Deviation of the responsive Tenders, the financially acceptable minimum Tender threshold shall be $(3,77,80,068.90 - 23,21,810.79)$ = Tk. 3,54,58,258.11.

(G) Based on the financially acceptable minimum Tender threshold obtained under Sub-para, the final responsiveness position and ranking of the Tenderers shall be as follows:

Tenderer's Name	Tender Price (in Taka)	Position after Financial Evaluation
‘A’	3,40,57,525	Significantly Low-priced Tender (SLT) and Non-responsive
‘B’	3,65,37,500	Lowest Responsive
‘G’	3,77,89,320	2nd Lowest Responsive
‘C’	3,82,54,655	3rd Lowest Responsive
‘D’	4,11,45,689	4th Lowest Responsive

(H) In the concerned Tender process, ‘B’, being the Lowest Responsive Tenderer, shall, subject to Post-Qualification, be recommended for issuance of the Notification of Award.

8. In the case of only one Responsive Tender, the above formula shall not be applied; instead, the Lowest Evaluated Tender Price obtained shall be directly compared with the Official Cost Estimate. If the difference between the Official Cost Estimate and the Evaluated Tender Price of the Responsive Tender is more than twenty percent (20%) below the Official Cost Estimate, such Tender shall be considered Non-responsive. If the difference between the Official Cost Estimate and the Evaluated Tender Price of the Responsive Tender is twenty percent (20%) or less, such Tenderer may be recommended for issuance of the Notification of Award.

9. In the case of International Procurement and in the case of Procurement of Physical Services for outsourcing of service personnel under Domestic Procurement, it shall not be necessary to identify and evaluate Significantly Low-priced Tenders (SLT) in accordance with the above Para. Financial Evaluation shall be completed and the Lowest Responsive Tenderer shall, subject to Post-Qualification, be recommended for issuance of the Notification of Award.

10. In the case under Para 9, if a Tenderer submits a Tender quoting a price significantly lower than the Official Cost Estimate, the Tender Evaluation Committee shall re-examine the Official Cost Estimate and investigate the actual reasons for quoting such low price, and shall consider such Tender as Non-responsive if—

(a) it is clearly evident that the Tenderer is inexperienced and has failed to quote the Tender Price properly; or

(b) the Tenderer fails to provide any reasonable justification in support of quoting such low price.

11. If the Government, from time to time, by issuing circulars, amends, modifies, adds to, or omits any provision of Schedule-18 under the Public Procurement Rules, 2025 for the purpose of achieving the objectives of Public Procurement, the same shall be deemed to form part of this Procurement Policy.