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A. General	
1. Scope of Tender	1.1 The Procuring Entity, as indicated in the Tender Data Sheet (TDS) issues this Tender Document for the supply and installation of plant and equipment incidental thereto as specified in the TDS and as detailed in Section 6: Schedule of Requirements. The name of the Tender and the number and identification of its constituent lot(s) are stated in the TDS.
	1.2 The successful Tenderer shall be required to execute the Plant and Equipment as specified in the General Conditions of Contract and Particular Conditions of Contract.
2. Interpretation	2.1 (a) the term "in writing" means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail; (b) if the context so requires, singular means plural and vice-versa; (c) "day" means calendar days unless otherwise specified as working days; (d) "Person" means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society, NGO that wishes to participate in Procurement proceedings; (e) "Tenderer" means a Person who submits a Tender; (f) "Tender Document" means the Document provided by a Procuring Entity to a Tenderer as a basis for preparation of the Tender; and (g) "Tender" depending on the context, means a Tender submitted by a Tenderer for delivery of Goods to a Procuring Entity in response to an Invitation for Tender. (h) "BPPA" means the Bangladesh Public Procurement Authority formed under the Bangladesh Public Procurement Authority Act, 2023.
3. Source of Funds	3.1 The Procuring Entity has been allocated public funds as indicated in the TDS and intends to apply a portion of the funds to eligible payments under the Contract for which this Tender Document is issued.
	3.2 For the purpose of this provision, "public funds" means any monetary resources appropriated to the Procuring Entity under Government budget, or financing, grants and credits placed at the disposal of the Procuring Entity through the Government by the development partners or foreign states or organisations and also includes any fund of a government, semi-government or a statutory body established by law.
	3.3 Payments by the development partner, if so indicated in the TDS, will be made only at the request of the Government and upon approval by the development partner or foreign state or Organisation in accordance with the applicable Financing/ Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.
4. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices	4. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices 4.1 The Government, and the Development Partner, if applicable, requires that the Procuring Entity as well as the Tenderers and Contractors (including sub-contractors, agents, personnel, consultants, and service providers) shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under public funds. 4.2 For the purposes of ITT Sub Clause 4.3, the terms set forth below as follows: (a) "Corrupt practice" means offering or promising to offer, directly or indirectly, any bribe, employment, valuable item or service, or financial benefit to any officer or employee of the Procuring Entity or of any other public or private authority, with the intent to influence any act, decision, or procedure of the Procuring Entity in the course of the procurement process or contract execution, or the acceptance or solicitation of such by any officer or employee of the Procuring Entity. It shall also include any involvement of the Procuring Entity or any of its employees in corrupt, fraudulent, collusive, coercive, or obstructive practices as mentioned in this Rule; (b) "Fraudulent practice" means any act of providing false statements, dishonestly concealing information, or omitting or misrepresenting or distorting facts by any person to influence a decision in the procurement process or contract execution; (c) "Collusive practice" means a scheme or arrangement between two (2) or more Persons, knowingly or unknowingly involving the Procuring Entity or any of its employees, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying the Procuring Entity the benefits of competitive price arising from genuine and open competition; (d) "Coercive practice" means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders. (e) "Obstructive practice" means deliberately destroying, falsifying, altering, or concealing evidence related to a procurement-related investigation, or providing false statements to an investigator so as to impede the investigation of allegations of corrupt, fraudulent, collusive, coercive, or obstructive practices; or intimidating, harassing, or threatening an investigator so as to discourage the disclosure of information or prevent the investigator from carrying out their duties, or directly or indirectly obstructing any action undertaken by the Bangladesh Public Procurement Authority (BPPA) in discharging its responsibilities assigned under the Bangladesh Public Procurement Authority Act, 2023. 4.3 Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind be determined by the Procuring Entity or the Development Partner, if applicable, this will be dealt in accordance with the provisions of the Public Procurement Act 2006 and Public Procurement Rules, 2025 and Guidelines of the Development Partners as stated in the ITT sub-clause 3.3. 4.4 If corrupt, fraudulent, collusive, coercive or obstructive practices of any kind is determined by the Procuring Entity against any Tenderer or Contractors (including sub-contractors, agents, personnel, consultants, and service providers) in competing for, or in executing, a contract under public fund: (a) Procuring Entity and/or the Development Partner shall exclude the concerned Tenderer from further participation in the concerned procurement proceedings; (b) Procuring Entity and/or the Development Partner shall reject any recommendation for award that had been proposed for that concerned Tenderer; (c) Procuring Entity and/or the Development Partner shall declare, at its discretion, the concerned Tenderer to be ineligible to participate (debarment) in any Public Procurement proceedings for a specific period of time; (d) Procuring Entity shall suspend the concerned Tenderer from participating in any other procurement proceedings within the PE organization for the period of finalizing the debarment process; (e) Development Partner shall sanction the concerned Tenderer or individual, at any time, in accordance with prevailing Development Partner' sanctions procedures, including by publicly declaring such Tenderer or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Development Partner-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or Contractor, or service provider of an otherwise eligible firm being awarded a Development Partner-financed contract; and (f) Development Partner shall cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Procuring Entity or of a beneficiary of the financing engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that Development Partner financed contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Development Partner to remedy the situation. 4.5 Tenderer shall be aware of the provisions on corruption, fraudulence, collusion, coercion and obstruction of the Public Procurement Act, 2006, the Public Procurement Rules, 2025 and others as stated in GCC Clause 38. 4.6 In further pursuance of this policy, Tenderers, Contractors and their sub-contractors, agents, personnel, consultants, service providers shall permit the Government, the BPPA and the Development Partner to inspect any accounts and records and other documents relating to the Tender submission and contract performance, and to have them audited by auditors appointed by the Government, the BPPA and/or the Development Partner during the procurement or the execution of that Development Partner financed contract.
5. Eligible Tenderers	5.1 This Invitation for Tenders is open to all potential Tenderers from all countries, except for any specified in the TDS.
	5.2 Tenderers shall have the legal capacity (not barred by Public Procurement Act or any other law(s) to sign the contract) to enter into the Contract under the Applicable law. 5.3 Tenderers shall be enrolled in the relevant professional or trade organisations registered in its own country. 5.4 Tenderers may be a physical or juridical individual or body of individuals, or company, association or any combination of them in the form of a Joint Venture (JV) invited to take part in public procurement or seeking to be so invited or submitting a Tender in response to an Invitation for Tenders. 5.5 Tenderers shall have fulfilled its obligations to pay taxes and social security contributions, if any, under the provisions of laws and regulations of the country of its origin. 5.6 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a consultant or any of its Partners which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the works to be performed under this Invitation for Tenders. 5.7 Tenderers in its own name or its other names or also in the case of its Persons in different names shall not be under a declaration of ineligibility due to suspension or debarment for corrupt, fraudulent, collusive, coercive or obstructive practices as stated under ITT Sub Clause 4.4. 5.8 Tenderers are not currently restrained due to suspension or debarred from participating in Public Procurement on grounds of fundamental breach of contract under any Contract. 5.9 Tenderers shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing. 5.10 Government-owned enterprise in Bangladesh may also participate in the Tender if it is legally and financially autonomous, it operates under commercial law, and it is not a dependent agency of the Procuring Entity. 5.11 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity will reasonably request. 5.12 These above requirements for eligibility will extend, as applicable, to each JV partner and Subcontractor proposed by the Tenderers. 5.13 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer: a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or b) receives or has received any direct or indirect subsidy from another Tenderer; or c) has the same legal representative as another Tenderer; or d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the procuring entity regarding this tendering process; or e) any of its partners participated as a consultant in the preparation of the design or technical specifications of the Goods that are the subject of the Tender. 5.14 A Tenderer shall provide its/their Beneficial Ownership related information, as the specified in Form e-PG5A-2, if it/they will be awarded the contract and declare their consent on publishing that information publicly following the signing of contract. 5.15 A tenderer has not been under restriction imposed by any Development Partner operating in Bangladesh on grounds related to their procurement affairs.
6. Eligible Plants and Services	6.1 All plants and services to be supplied under the Contract are from eligible sources, unless their origin is from a country specified in the TDS and all expenditures under the contract will be limited to such plant, and services.
	6.2 For purposes of this Clause, the term "Plant" means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided in the facilities; and "installation services" means all those services ancillary to the supply of the Plant for the Facilities, such as transportation and provision of marine or other similar insurance, inspection, expediting, site preparation, installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training etc. For the purposes of this Clause, "origin" means the country where the plant, or component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially different in its basic characteristics or in purpose or utility from its components or country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components or the place from which the related services are supplied. 6.3 The origin of plant and equipment and associated services is distinct from the nationality of the Tenderer. The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.
7. Site Visit	7.1 The Tenderer is advised to visit and examine the site where the plant is to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the tender and entering into a contract for the provision of Plant and Installation Services. 7.2 The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the Procuring Entity and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection. 7.3 The Tenderer should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements. 7.4 The costs of visiting the Site shall be at Tenderer's own expense.

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B. e-Tender Document (e-TD)	
8. Tender Document: General	8.1 The Sections comprising the Tender Document are listed below, and should be read in conjunction with any Addendum issued under ITT Clause 11. • Section 1 Instructions to Tenderers (ITT) • Section 2 Tender Data Sheet (TDS) • Section 3 General Conditions of Contract (GCC) • Section 4 Particular Conditions of Contract (PCC) • Section 5 Tender and Contract Forms • Section 6 Schedule of Requirements • Section 7 Procuring Entity's Requirements • Section 8 Drawings
	8.2 Tenderers are expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in addendum to Tender, if any.
9. Clarification of e-Tender Document	9.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity through e-GP System at the Procuring Entity's address and within time as specified in the Invitation for Tenders (IFT). 9.2 The Procuring Entity is not obliged to answer any clarification request received after that date as stated under ITT Sub Clause 9.1. 9.3 The Procuring Entity shall respond through e-GP System within five (5) working days of receipt of any such request for clarification received under ITT Sub Clause 9.1. 9.4 Should the Procuring Entity deem it necessary to amend the Tender Document as a result of a clarification, it will do so following the procedure under ITT Clause 11.
10. Pre-Tender Meeting	10.1 To clarify issues and to answer questions on any matter arising in the Tender Document, the Procuring Entity may, as stated in the Invitation for Tenders (IFT), hold a pre-Tender Meeting through e-GP System. 10.2 Pre-Tender Meeting will be held online on the date and time as specified in the Invitation for Tenders (IFT). Clarifications to the queries of Tenderer will be made online, and also responses will be shared through dashboard of Tenderers, who have purchased the e-TD. through e-GP System within the pre-tender meeting date and time as specified in the IFT. 10.3 Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted within five (5) working days after holding the meeting to all those who purchased the Tender document and to even those who did not attend the meeting. Any revision to the Tender Document listed in ITT Sub Clause 8.1 that may become necessary as a result of the pre-Tender meeting will be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT Clause 11 and not through the minutes of the pre-Tender meeting. 10.4 Non-participation at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.
11. Addendum to e-Tender Document	11.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity, on its own initiative or in response to an inquiry from a Tenderer, having purchased the e-Tender Document, or as a result of a pre-Tender meeting may revise the e-Tender Document by issuing an Addendum through e-GP System. 11.2 The Addendum issued under ITT Sub Clause 11.1 shall become an integral part of the Tender Document and shall have a date and an issue number and must be circulated through e-GP System to Tenderers who have purchased the Tender Documents, within five (5) working days of issuance of such Addendum, to enable Tenderers to take appropriate action 11.3 The Procuring Entity shall also ensure posting of the relevant addenda with the reference number and date on their websites including notice boards, where the Procuring Entity had originally posted the IFTs. 11.4 The Tenderer shall acknowledge receipt of an addendum. 11.5 Tenderers who have purchased the Tender Documents but have not received any addendum issued under ITT Sub-clause 11.1 shall inform the Purchaser of the fact by fax, mail or e-mail before two-third of the time allowed for the submission of Tenders has elapsed. 11.6 To give a prospective Tenderer reasonable time in which to take an addendum into account in preparing its Tender, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub Clause 41.2. 11.7 If an addendum is issued when time remaining is less than one-third of the time allowed for the preparation of Tenders, the Procuring Entity at its discretion shall extend the deadline by an appropriate number of days for the submission of Tenders, depending upon the nature of the Procurement requirement and the addendum. In any case, the minimum time for such extension shall not be less than three (3) working days.

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C. Qualification Criteria	
12. General Criteria	12.1 Tenderers shall possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, specific experience, reputation and the personnel, to perform the contract, which entails setting pass/fail criteria, which if not met by the Tenderers, will result in consideration of its Tender as non-responsive. 12.2 In addition to meeting the eligibility criteria, as stated in ITT Clause 5, Tenderers must satisfy the other criteria stated in ITT Clauses 13 to 18 inclusive. 12.3 To qualify for multiple number of contracts/lots in a package made up of this and other individual contracts/lots for which Tenders are invited in the Invitation for Tenders, the Tenderers shall demonstrate having resources and experience sufficient to meet the aggregate of the qualifying criteria for the individual contracts. The requirement of general experience as stated under ITT Sub Clause 13.1(a) and specific experience, unless otherwise of different nature, as stated under ITT Sub Clause 13.1(b) shall not be separately applicable for each individual lot.
13. Experience Criteria	13.1 Tenderers shall have the following minimum level of supply experience to qualify for the supplying of Goods under the Contract: (a) a minimum number of years of general experience in the role of Contractor or Subcontractor or Management Contractor as specified in the TDS; and
	13.1 Tenderers shall have the following minimum level of supply experience to qualify for the supplying of Goods under the Contract: (b) specific experience as a Contractor or Subcontractor or Management Contractor that are similar to the proposed plant and services in at least a number of contract(s) and, each with a minimum value, over the period, as specified in TDS.
14. Financial Criteria	14.1 Tenderers shall have the following minimum level of financial capacity to qualify for the supply, execution and performance of plant and services under the Contract: (a) satisfactory resolution of all claims under litigation cases and shall not have serious negative impact on the financial capacity of the Tenderers. All pending litigation shall be treated as resolved against the Tenderers. The maximum number of arbitration awards against the Tenderer over a period shall be as specified in the TDS;
	14.1 Tenderers shall have the following minimum level of financial capacity to qualify for the supply, execution and performance of plant and services under the Contract: (b) availability of minimum financial resources in any form or combination of forms of liquid assets or credit line(s) or working capital, net of other contractual commitments of the amount as specified in the TDS; and
	14.1 Tenderers shall have the following minimum level of financial capacity to qualify for the supply, execution and performance of plant and services under the Contract: (c) the average annual turnover as specified in the TDS calculated as total certified payments received for contracts in progress or completed, during the period specified in the TDS.
15. Personnel Capacity	15.1 The Tenderer shall have the following minimum level of personnel capacity to qualify for the performance of the plant and services under the Contract. A Project Manager, Engineers, and other key staff with qualifications and experience as specified in the TDS;
16. Equipment Capacity	16.1 The Tenderer shall own suitable equipment and other physical facilities or have proven access through contractual arrangement to hire or lease such equipment or facilities for the desired period, where necessary or have assured access through lease, hire, or other such method, of the essential equipment, in full working order, as specified in the TDS.
17. Joint Venture (JV)	17.1 Tenderers may participate in the procurement proceedings forming a Joint Venture(JV) by an agreement, without alterations, in the format as specified in the Format e-PG5A-2b, executed case by case on a non-judicial stamp of value as specified in the TDS or alternately with the intent to enter into such an agreement supported by a Letter of Intent along with the proposed agreement duly signed by all legally authorised partners of the intended JV and authenticated by a Notary Public, with the declaration that the partners will execute the JV agreement in the event the Tenderer is successful.
	17.2 The figures for each of the partners of a JV shall be added together to determine the Tenderer's compliance with the minimum qualifying criteria; however, for a JV under ITT Sub Clause 17.1, with number of partners as specified in the TDS to qualify, Lead partner and other partners must meet the criteria as specified in the TDS. Failure to comply with these requirements will result in non-responsiveness of the JV Tender.
	17.3 Each partner of the JV shall be jointly and severally liable for the execution of the Contract, all liabilities and ethical and legal obligations in accordance with the Contract terms. 17.4 JV shall nominate the Lead Partner as Representative or Partner-in-charge being entrusted with the Contract administration and management at Site who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution including the receipt of payments for and on behalf of the JV. 17.5 The business share of the Lead Partner shall be the highest among all the partners. Other partner(s) shall have at least 25% of business share each.
18. Subcontractor(s)	18.1 Tenderers may intend to subcontract an activity or portion of the Plant and Services that will be subcontracted, if any, including the entity (ies) to whom each portion will be subcontracted to, subject to maximum allowable limit for subcontracting of Plant and Services specified in the TDS, in which case such item(s) and the proposed Subcontractor shall be clearly identified in the Form e-PG5A-2c.
	18.2 The Procuring Entity may require Tenderers to provide more information about their subcontracting arrangements. If any Subcontractor is found ineligible or unsuitable to carry out the subcontracted tasks, the Procuring Entity may request the Tenderers to propose an acceptable substitute. 18.3 A Subcontractor may participate in more than one Tender, but only in that capacity.
	18.4 The Procuring Entity may also select in advance Nominated Subcontractor(s) to execute certain specific components of the Works and if so, those will be specified in the TDS.
	18.5 If a contractor wishes to subcontract an activity or part of the works according to the provision of ITT Clause 18.1 after entering into the contract, it can only be done after approval of Head of the Procuring Entity (HOPE) or an officer authorized by him or her (AO). 18.6 Any unauthorised subcontracting after entering into the contract shall be considered as fundamental breach of contract.

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D. Tender Preparation	
19. Only one Tender	19.1 If a Tender for Plants and Services is invited for a number of lots on a" lot-by-lot" basis as specified in the TDS. If a Tender for Plants and Services is invited for a number of lots on a" lot-by-lot" basis, each such lot shall constitute a Tender. Tenderers shall submit only one (1) Tender for each lot, either individually or as a JVCA. Tenderer who submits or participates in more than one (1) Tender in one (1) lot of the package will cause all the Tenders of that particular Tenderer to be rejected.
20. Cost of Tendering	20.1 Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
21. Issuance and Sale of Tender Document	21.1 e-Tender Document can be accessed or downloaded in e-GP system by the Tenderer after paying the document fees, up to the day prior to the deadline for the submission of e-Tender through e-GP member bank's network and updated the payment transaction by the bank in e-GP system. 21.2 There shall not be any pre-conditions whatsoever, for sale of Tender Documents and the sale of such Document shall be permitted up to the day prior to the day of deadline for the submission of Tender.
22. Language of Tender	22.1 Tenders shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or Bangla. Supporting documents and printed literature furnished by the Tenderers that are part of the Tender may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English or Bangla language, in which case, for purposes of interpretation of the Tender, such translation shall govern. 22.2 Tenderers shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
23. Contents of Tender	23.1 The Tender prepared by the Tenderers shall comprise Two parts (Technical and Financial) to be submitted simultaneously in a single submission through e-GP System, one part shall be the Technical Offer containing the documents listed in ITT Sub Clause 23.2 and other called the Financial Offer containing the documents listed in 23.3, both parts shall be submitted respective electronic form. 23.2 The Technical Offer prepared by the Tenderers will comprise the following: (a) the Tender Submission Letters (Form e-PG5A-1a), as stated under ITT Sub Clause 24.1; (b) the Tenderer Information as stated under ITT Clauses 5, 28 and 31 (Form e-PG5A-2a); (c) the Tender Security as stated under ITT Clauses 34, 35 and 36. (d) the Valid Trade license;
	23.2 The Technical Offer prepared by the Tenderers will comprise the following: (e) The Tenderer shall submit with its Tender the following documents as a proof of fulfilling taxation obligations in accordance with ITT Sub Clause 5.5; i. TIN certificate; ii. Acknowledgement slip issued by the competent income tax authority as a proof of submission of income tax return for the Assessment Year as mentioned in the TDS; and iii. Value Added Tax registration certificate/ Business Identification Number.
	23.2 The Technical Offer prepared by the Tenderers will comprise the following: (f) the Technical Proposal describing work plan & method, personnel, equipment and schedules as stated under ITT Clause 30; (g) documentary evidence as stated under ITT Clause 28 and 31 establishing the Tenderer's eligibility and the minimum qualifications of the Tenderers required to be met for due performance of the Works under the Contract; (h) An affidavit confirming the legal capacity stating that there are no existing orders of any judicial court that prevents either the Tenderer or employees of a Tenderer entering into or signing a Contract with the Procuring Entity as stated under ITT clause 5; (i) An affidavit confirming that the Tenderer is not insolvent, in receivership or not bankrupt or not in the process of bankruptcy, not temporarily barred from undertaking their business for financial reasons and shall not be the subject of legal proceedings for any of the foregoing as stated under ITT Clause 5; (j) Documentary evidence demonstrating that their country of origin or a certificate concerning their competency issued by a professional institution in accordance with the law of the country of their origin, as stated under ITT Clause 5; (k) The country of origin declarations, to establish the eligibility of the Plant and Services as stated under ITT Clause 6, in the Price Schedule for Plant and Services (Form e-PG5A-3) as, applicable, furnished in Section 5: Tender and Contract Forms; (l) Documentary evidence as stated under ITT Clauses 29, that the Goods and Related Services conform to the Tender Documents; (m) Documentary evidence as stated under ITT Clause 31 that the Tenderer's qualifications conform to the Tender Documents; (n) document establishing legal and financial autonomy and compliance with commercial law, as stated under ITT Sub Clause 5.10 in case of government owned entity;
	23.2 The Technical Offer prepared by the Tenderers will comprise the following: (o) Tenderers shall have the up-to-date valid license(s), issued by the corresponding competent authority, as specified in the TDS.
	23.2 The Technical Offer prepared by the Tenderers will comprise the following: (p) In addition to the requirements stated under ITT Sub Clause 18.1, Tenders submitted by a JVCA or proposing a Subcontractor shall include. i. a Joint Venture Agreement entered into by all partners, executed on a non-judicial stamp of value or equivalent as stated under ITT Sub Clause 17.1; or ii. a Letter of Intent along with the proposed agreement duly signed by all partners of the intended JV with the declaration that it will execute the Joint Venture agreement in the event the Tenderer is successful; iii. the JV Partner Information (Form e-PG5A-2b); iv. the Subcontractor Information (Form e-PG5A-2c). (q) the completed Specifications Submission and Compliance Sheet (Form e-PG5A-5) as stated under ITT clause 29.1;
	23.2 The Technical Offer prepared by the Tenderers will comprise the following: (r) Any other document as specified in the TDS.
	23.3 The Financial Offer prepared by the Tenderers will comprise the following: (a) the Financial Offer Submission Letter (Form e-PG5A-1b), as stated under ITT Sub Clause 23.3; (b) the completed Price Schedule for Plant and Services for each lot in accordance with ITT Clauses 24, 26 and 27;
	23.3 The Financial Offer prepared by the Tenderers will comprise the following: (c) any other document as specified in the TDS.
24. Tender Submission Letter and Price Schedule	24.1 Tenderers shall submit the Technical Offer Submission Letter (Form e-PG5A-1a), which shall be completed without any alterations to its format in e-GP System. 24.2 Tenderers shall submit the Financial Offer submission letter (Form e-PG5A-1b) along with priced schedule using the form(s) furnished in Section 6: Form e-PG5A-3 (Price Schedule) 24.3 If in preparing its Tender, the Tenderer has made errors in the unit rate or the total price, and wishes to correct such errors prior to submission of its Tender, it may do so, but shall ensure that each correction is initialled by the authorised person of the Tenderer.
25. Alternatives	25.1 Alternatives Tender shall not be allowed in e-GP System.
26. Tender Prices, Discounts and Price Adjustment	26.1 The prices and discounts quoted by the Tenderers in the Tender Submission Letter (Form e-PG5A-1a and e-PG5A-1b) and Price Schedule (Form e-PG5A-3) shall conform to the requirements specified below. 26.2 Tenderers shall fill in unit rates for all items of the Goods as described in the Price Schedule, excluding any discount offered.
	26.3 Unless otherwise specified in the TDS, tenderers shall quote for the entire Plant and Installation Services on a "single responsibility" basis such that the total tender price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the tender document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the plant. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the tender document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Tender Document, all in accordance with the requirements of the General Conditions of Contract. Items against which no price is entered by the Tenderer will not be paid for by the Purchaser when executed and shall be deemed to be covered by the prices for other items.
	26.4 Tenderers are required to quote the price for the commercial, contractual and technical obligations outlined in the tender document. 26.5 Tenderers shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section 5, Tender and Contract Forms. 26.6 Depending on the scope of the Contract, the Price Schedules may comprise up to the seven (7) schedules listed below. Separate numbered Schedules included in Section 5, Tender Forms, from those numbered 1-4 below, shall be used for each of the elements of the Plant and Installation Services. The total amount from each Schedule corresponding to an element of the Plant and Installation Services shall be summarized in the schedule titled Grand Summary, (Schedule 6), giving the total tender price(s) to be entered in the Letter of Tender. Schedule No. 1 Plant (including Mandatory Spare Parts) Supplied from Abroad Schedule No. 2 Plant (including Mandatory Spare Parts) Supplied from within the Purchaser's Country Schedule No. 3 Design Services Schedule No. 4 Civil works part Schedule No. 5 Installation and other Services Schedule No. 6 Grand Summary (Schedule Nos. 1 to 4) Schedule No. 7 Recommended Spare Parts Tenderers shall note that the plant and equipment included in Schedule Nos. 1 and 2 above exclude materials used for civil, building and other construction works. All such materials shall be included and priced under Schedule No. 4, Installation Services.
	26.7 In the Schedules, tenderers shall give the required details and a breakdown of their prices as follows: a) Plant to be supplied from abroad (Schedule No. 1): The price of the plant shall be quoted on CIP-named place of destination/CIF basis as specified in the TDS and as applicable.
	26.7 In the Schedules, tenderers shall give the required details and a breakdown of their prices as follows: (b) Plant manufactured within the Purchaser's country (Schedule No. 2): i) The price of the plant shall be quoted on an EXW INCOTERM basis (such as "ex-works," "ex-factory," "ex-warehouse" or "off-the-shelf," as applicable), (ii) Sales tax and all other taxes payable in the Procuring Entity's country on the plant if the contract is awarded to the Tenderer, and (iii) The total price for the item. (c) Design Services (Schedule No. 3).
	26.7 In the Schedules, tenderers shall give the required details and a breakdown of their prices as follows: (d) Installation Services shall be quoted separately (Schedule No. 4) and shall include rates or prices for local transportation to named place of final destination as specified in the TDS, insurance and other services incidental to delivery of the plant, all labor, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the Tender Document, as necessary for the proper execution of the installation and other services, including all taxes, duties, levies and charges payable in the Procuring Entity's country as of twenty-eight (28) days prior to the deadline for submission of tenders.
	26.7 In the Schedules, tenderers shall give the required details and a breakdown of their prices as follows: (e) Recommended spare parts shall be quoted separately (Schedule 6) as specified in either subparagraph (a) or (b) above in accordance with the origin of the spare parts
	26.8 The current edition of INCOTERMS, published by the International Chamber of Commerce shall govern.
	26.9 The prices shall be either fixed or adjustable as specified in the TDS.
	26.10 In the case of Fixed Price, prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected. 26.11 In the case of Adjustable Price, prices quoted by the Tenderer shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A tender submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Tenderers are required to indicate the source of labor and material indices in the corresponding Form in Section 5, Tender and Contract Forms. 26.12 If so, indicated in ITT 19.1, tenders are to be invited for individual lots or for any combination of lots (packages). Tenderers wishing to offer any price reduction (discount) for the award of more than one lot shall specify in their Tender Submission Letter the price reductions applicable to each package, or alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply. 26.13 Tenderers wishing to offer any unconditional discount shall specify in their Letter of Tender the offered discounts and the manner in which price discounts will apply. 26.14 All items or lots in Section 6: Schedule of Requirements must be listed and priced separately on the Price Schedule following the Form e-PG5A-3. 26.15 The price to be quoted in Price Schedule (Form e-PG5A-3) shall be the total price of the Tender, excluding any discounts offered. 26.16 Tenderers shall quote any unconditional discounts and the methodology for application of that discount in the Discount Form as stated under ITT Sub Clause 24.1. 26.17 Tenderers wishing to offer any unconditional discount for the award of more than one lot shall specify the discount applicable to each lot, or alternatively, to any combination of lots within the package in their Tender. Discounts will be submitted as stated under ITT Sub Clause 26.12, provided the Tenders for all lots are submitted and opened together. 26.18 All applicable taxes, custom duties, VAT and other levies payable by the Contractor under the Contract, or for any other causes, as of the date twenty-eight (28) days prior to the deadline for submission of Tenders, shall be included in the unit rates and the total Tender price submitted by the Tenderers. 26.19 If so indicated under ITT Sub Clause 26.9, Tenders are being invited with a provision for price adjustments. The unit rates or prices quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of the relevant GCC Clause and, in such case the Procuring Entity shall provide the indexes and weightings or coefficients in Appendix to the Tender for the price adjustment formulae specified in the PCC. 26.20 The Procuring Entity may require the Tenderer to justify its proposed indexes, if any of those as stated under ITT Sub Clause 26.11, are instructed to be quoted by the Tenderer in Appendix to the Tender. 26.21 The price adjustment stated under ITT Sub Clause 26.9and 26.11 shall be dealt with in accordance with the provisions in Section 12 and 22 of the Public Procurement Act, 2006 and Rule 4 and 51 of the Public Procurement Rules, 2025.
27. Tender Currency	27.1 For expenditures that will be incurred in Bangladesh, the Tenderer shall quote the prices in Bangladeshi Taka (BDT). 27.2 Suppliers offering Goods manufactured or assembled in Bangladesh, are permitted to submit their Tender in a combination of local and foreign currencies.
	27.3 For expenditures that will be incurred outside Bangladesh, the Tenderer may quote the prices as specified in TDS.
28. Documents Establishing Eligibility of the Tenderer	28.1 Tenderers, if applying as a sole Tenderer, shall submit documentary evidence to establish its eligibility as stated under ITT Clause 5 and, in particular, it shall: (a) complete the eligibility declarations in the Tender Submission Letter (Form e-PG5A-1a and e-PG5A-1b); (b) complete the Tenderer Information (Form e-PG5A-2a); (c) complete Subcontractor Information (Form e-PG5A-2c), if it intends to engage any Subcontractor(s). 28.2 Tenderers, if applying as a partner of an existing or intended JV shall submit documentary evidence to establish its eligibility as stated under ITT Clause 5 and, in particular, in addition to as stated under ITT Sub Clause 28.1, it shall: (a) provide for each JV partner, completed JV Partner Information (Form e-PG5A-2b); (b) provide the JV agreement as per Format e-PG5A-2b or Letter of Intent along with the proposed agreement of the intended JV as stated under ITT Sub Clause 17.1.
29. Documents Establishing the Eligibility and Conformity of Plant and Services	29.1 Tenderers shall complete the country of origin declarations in the Price Schedule Forms and, submit documentary evidence to establish the origin of all Goods to be supplied under the Contract as stated under ITT Clause 6. 29.2 To establish the conformity of the plant and services to the Tender Documents, the Tenderer shall furnish, as part of its Tender, the documentary evidence (which may be in the form of literature, specifications and brochures, drawings or data) that the Goods and Related Services conform to the technical specifications and standards specified in Technical Specifications. 29.3 Documentary evidence of conformity of the Goods to the Tender Documents may be in the form of literature, drawings, and data, and shall consist of: (a) a detailed description of the essential technical and performance characteristics of the plant and services, including the functional guarantees of the proposed plant and services, in response to the Specification; (b) a list giving full particulars, including available sources, of all spare parts and special tools necessary for the proper and continuing functioning of the plant for the period named in the TDS, following completion of plant and services in accordance with provisions of contract; and (c) a commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the plant and services to those specifications. Tenderers shall note that standards for workmanship, materials and equipment designated by the Procuring Entity in the Tender Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalog numbers in its tender, provided that it demonstrates to the Procuring Entity's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Specification.
	29.3 Documentary evidence of conformity of the Goods to the Tender Documents may be in the form of literature, drawings, and data, and shall consist of: (a) a detailed description of the essential technical and performance characteristics of the plant and services, including the functional guarantees of the proposed plant and services, in response to the Specification;
	29.3 Documentary evidence of conformity of the Goods to the Tender Documents may be in the form of literature, drawings, and data, and shall consist of: (b) a list giving full particulars, including available sources, of all spare parts and special tools necessary for the proper and continuing functioning of the plant for the period named in the TDS, following completion of plant and services in accordance with provisions of contract; and
	29.3 Documentary evidence of conformity of the Goods to the Tender Documents may be in the form of literature, drawings, and data, and shall consist of: (c) a commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the plant and services to those specifications. Tenderers shall note that standards for workmanship, materials and equipment designated by the Procuring Entity in the Tender Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalog numbers in its tender, provided that it demonstrates to the Procuring Entity's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Specification.
30. Documents Establishing Technical Proposal	30.1 Tenderers shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, risks involved and measures thereagainst and any other information as stipulated in TDS, in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work requirements and the completion time.
31. Documents Establishing the Tenderer's Qualification	31.1 Tenderers shall complete and submit the Tenderer Information (Form e-PG5A-2a) and shall include documentary evidence, as applicable to satisfy the following: a) general experience in the supply of Goods as stated under ITT Sub Clause 13.1(a), substantiated by the year of Tenderer's registration/constitution/licensing in its country of origin; b) specific experience of satisfactory completion of supply of Goods under public or private sector of similar nature and size as stated under ITT Sub Clause 13.1(b), substantiated by Completion Certificate (s) issued or duly certified, by the relevant Procuring Entity(s);
	31.1 Tenderers shall complete and submit the Tenderer Information (Form e-PG5A-2a) and shall include documentary evidence, as applicable to satisfy the following: c) information regarding claims under litigation, current or during the last years as specified in the TDS, in which the Tenderer is involved, the parties concerned, and value of claim as stated under ITT Sub Clause 14.1(a), substantiated by statement in its letter-head pad;
	31.1 Tenderers shall complete and submit the Tenderer Information (Form e-PG5A-2a) and shall include documentary evidence, as applicable to satisfy the following: d) adequacy of minimum liquid asset substantiated by bank statement having previous date's closing balance with three (3) months transaction details; or (ii) updated balance statement on previously approved credit line; or (iii) unconditional specific credit commitment letter issued in the format as specified in Form e-PG5A-8 without alteration from any scheduled bank of Bangladesh, and issued not earlier than twenty-eight (28) days prior to the day of the initial (if applicable) deadline for submission of Tenders for this Contract as stated under ITT Sub Clause 14.1(b) or (iv) working capital substantiated by audited financial statements mentioned in (h) below.;
	31.1 Tenderers shall complete and submit the Tenderer Information (Form e-PG5A-2a) and shall include documentary evidence, as applicable to satisfy the following: e) if required in the TDS, a Tenderer that does not manufacture or produce the Goods shall submit the Manufacturer's Authorization Letter (Form e-PG5A-6);
	31.1 Tenderers shall complete and submit the Tenderer Information (Form e-PG5A-2a) and shall include documentary evidence, as applicable to satisfy the following: f) authority to seek references from the Tenderer's Bankers or any other sources in its letter-head pad;
	31.1 Tenderers shall complete and submit the Tenderer Information (Form e-PG5A-2a) and shall include documentary evidence, as applicable to satisfy the following: g) reports on the financial standing of the Tenderers, such as profit and loss statements and audited balance sheet for the previous years as specified in the TDS, substantiated by Audit Reports;
	31.1 Tenderers shall complete and submit the Tenderer Information (Form e-PG5A-2a) and shall include documentary evidence, as applicable to satisfy the following: h) information regarding technical and administrative personnel along with their qualification and experience proposed for the Contract as stated under ITT Clause 15; and i) major items of construction equipment proposed to carry out the Contract as stated under ITT Clause 16, substantiated by statement(s) of the entity(s) participating in the Tender in its letter-head pad declaring source of its availability and documents related to ownership or hiring or leasing.
32. Validity Period of Tender	32.1 Tender validities shall be determined on the basis of the complexity of the Tender and the time needed for its examination, evaluation, approval of the Tender and issuance of the Notification of Award (NOA).
	32.2 Tenders shall remain valid for the period as specified in the TDS after the date of Tender submission deadline. A Tender valid for a period shorter than that specified will be considered, non- responsive.
33. Extension of Tender Validity and Tender Security	33.1 In exceptional circumstances, prior to the expiration of the Tender Validity period, the Procuring Entity may solicit all the Tenderers' consent to an extension of the period of validity of their Tenders, subject to a maximum of two times; provided that those Tenderers have passed the preliminary examination as stated under ITT Sub Clauses 46.2. 33.2 The request for extension of Tender Validity period shall state the new date of the validity of the Tender. 33.3 The request and the responses shall be made through e-GP System. Validity of the Tender Security provided under ITT Clause 34 shall also be suitably extended for twenty-eight (28) days beyond the new date for the expiry of the Tender Validity. If a Tenderer does not respond or refuses the request it shall not forfeit its Tender Security, but its Tender shall no longer be considered in the evaluation proceedings. A Tenderer agreeing to the request will not be required or permitted to modify its Tender.
34. Tender Security	34.1 Tenderers shall furnish as part of its Technical offer Tender, in favour of the Procuring Entity or as otherwise directed on account of the Tenderer, a Tender Security in original form and in the amount, as specified in the TDS.
	34.2 If the Tender is a Joint Venture, the Tenderer shall furnish as part of its Tender, in favour of the Procuring Entity or as otherwise directed on account of the title of the existing or intended JV or any of the partners of that JV or in the names of all future partners as named in the Letter of Intent of the JV, a Tender Security in original form and in the amount as stated under ITT Sub Clause 34.1. 34.3 In case of substitution of the Tender as stated under ITT Clause 43.3 a new Tender Security shall be required in the substituted Tender.
35. Form of Tender Security	35.1 The Tender Security shall: (a) at the Tenderer's option, be either; i. in the form of a Bank Draft or Pay Order, or ii. in the form of an irrevocable unconditional Bank Guarantee issued by any scheduled Bank of Bangladesh, in the format (Form e-PG5A-7) without any alteration, furnished in Section 5: Tender and Contract Forms; (b) In the form of an irrevocable bank guarantee issued by an internationally reputable bank and shall require to be endorsed by its any correspondent bank located in Bangladesh, to make it enforceable, in the format (Form e-PG5A-7) furnished in Section 5: Tender and Contract Forms; (c) be payable promptly upon written demand by the Procuring Entity in the case of the conditions as stated under ITT Sub Clause 38.1 being invoked; and (d) remain valid for at least twenty-eight (28) days beyond the expiry date of the Tender Validity in order to make a claim in due course against a Tenderer in the circumstances as stated under ITT Sub Clause 38.1.
36. Authenticity of Tender Security	36.1 The authenticity of the Tender Security submitted by a Tenderer may be examined and verified by the Procuring Entity at its discretion from the Bank issuing the security, prior to finalization of the Evaluation Report. 36.2 If a Tender Security is found to be not-authentic, the Procuring Entity may proceed to take measures against that Tenderer as stated under ITT Sub Clause 4.4. 36.3 A Tender not accompanied by a valid Tender Security will be considered non-responsive.
37. Return of Tender Security	37.1 No Tender Security shall be returned to the Tenderers before Approval of Evaluation Report. 37.2 Non-responsive Tenderer's Tender Security will be returned after approval of Evaluation Report but within twenty-eight (28) days of the expiry of the Tender Validity period as stated under ITT Sub Clauses 32.1. The Tender Security of the responsive Tenderers except the 1st, 2nd, and 3rd lowest responsive Tenderers may be returned, in the same manner, upon written request from them to the Procuring Entity. 37.3 The Tender Security of the 1st, 2nd, and 3rd lowest responsive Tenderers (as the case may be) will be returned upon the successful Tenderer's furnishing of the performance security and signing of the Contract Agreement, if not otherwise subject to ITT Clause 38.1.
38. Forfeiture of Tender Security	38.1 The Tender Security may be forfeited, if a Tenderer: (a) withdraws its Tender after opening of Tenders but within the validity of the Tender as stated under ITT Clause 32 and 33; or (b) does not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT Clause 53; or (c) fails to furnish Performance Security or tenderer's submitted Performance Security has been found unauthentic as stated under ITT Sub Clauses 66.1 and 66.2; or (d) refuses or fails to sign the Contract as stated under ITT Sub Clause 71.2. (e) involves in any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind as defined in ITT Clause 4.
39. Online Tender Preparation	39.1 Prior to submission of a e-Tender, the Tenderer must ensure that all electronic records and files making up the e-Tender are completely virus free and also ensure integrity, completeness and authenticity of the e-Tender.

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E. Tender Submission	
40. e-Submission of Tender	40.1 Tenderer shall submit the e-Tender (both Technical and Financial Offer in a single submission) through the e-GP System, which must be received in complete form prior to the deadline for submission. Upon successful submission, the Tenderer shall receive an acknowledgement of receipt automatically generated by the e-GP System. 40.2 The e-Tender submitted through e-GP system by the Tenderer is deemed for all purposes to be the true and legal version, duly authorized and duly executed by the Tenderer and intended to have binding legal effect. e-Signature / Digital Signature will identify and authenticate the Tenderer. 40.3 Tender submitted online will be stored in encrypted format in the e-GP System. 40.4 Submitted e-Tender containing files that are corrupt, infected with a virus, or otherwise unreadable for any reason shall not be considered for evaluation.
41. Deadline for Submission of Tender	41.1 e-Tenders shall be submitted to the e-GP System no later than the date and time specified in the Invitation for Tenders (IFT). 41.2 The Procuring Entity may, at its discretion, extend the deadline for submission of Tender as stated under ITT Sub Clause 41.1, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be subject to the new deadline as extended. 41.3 e-Tenders shall not be allowed to be withdrawn after the deadline for submission. 41.4 Submission of large electronic file may take time and as such sufficient time must be allowed to fully transmit all the files prior to the closing time.
42. Late Tender	42.1 Late submission of e-Tenders shall not be allowed in e-GP System.
43. Modification, Substitution or Withdrawal of Tender	43.1 Tenderers may modify, substitute or withdraw its submitted e-Tender before the tender submission deadline.

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F. Tender Opening and Evaluation	
44. Tender Opening	44.1 e-GP System shall automatically open the e-Tenders after the deadline for submission, as configured and published in the e-GP System. Upon opening, the System shall automatically generate the Tender Opening Report (TOR). 44.2 Notwithstanding the simultaneous submission of the Technical and Financial Offers, the e-GP System shall ensure that only the Technical Offer is opened initially. The Financial Offer shall remain securely encrypted and inaccessible for all until the evaluation of the Technical Offers has been completed.
45. Evaluation of Tenders	45.1 Technical Offers shall be examined and evaluated only on the basis of the criteria specified in the Tender Document. 45.2 Tender Evaluation Committee (TEC) shall examine, evaluate and compare Tenders that are responsive to the requirements of Tender Documents in order to identify the successful Tenderer. 45.3 TEC may consider a Tender Offer as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the Tender Document. The evaluation process should begin immediately after Technical Offer opening following two steps: (a) Preliminary examination (b) Technical examination and responsiveness
46. Preliminary Examination	46.1 TEC shall examine the Tenders to confirm that all documentations as stated under ITT Clause 23 have been provided, to determine the completeness of each document submitted. 46.2 TEC shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the Tender shall be considered rejected. (a) All Forms, as applicable, duly filled-in and electronically signed, as in Tender Forms (Section 5); (b) Priced Schedule; and (c) Valid Tender Security.
47. Technical Responsiveness and Technical Evaluation	47.1 Only those Tenders surviving preliminary examination need to be examined in this phase. 47.2 Secondly, the TEC will examine the adequacy and authenticity of the documentary evidence which may follow the order below: (a) verification of the completeness of the country of origin declaration in the Price Schedule for Plant and Services (Form e-PG5A-3) as furnished in Section 5: Tender and Contract Forms to determine the eligibility of the Goods and Related Services as stated under ITT Sub Clause 23.2(n). (b) verification and examination of the documentary evidence and completed Technical Proposal (Form e-PG5A-4) as furnished in Section 5: Tender and Contract Forms to establish the conformity of the Goods and Related Services to the Tender Documents as stated under ITT Sub Clause 23.2 (d) and 23.2(o). (c) verification and examination of the documentary evidence that the Tenderer's qualifications conform to the Tender Documents and the Tenderer meets each of the qualification criterion specified in Sub-Section C, Qualification Criteria as stated under ITT Sub Clause 23.2(p). (d) verification and examination of the documentary evidence that Tenderer has met all the requirements in regards under Section 7, Procuring Entity's Requirements, without any material deviation or reservation. (e) verification and examination of the documentary evidence and completed Specification Submission Sheet (Form e-PG5A-5) to determine the conformity of the Goods and related services. 47.3 TEC may consider a Tender as responsive in the evaluation, only if it comply with the mandatory requirements as stated under Clause 47.2. 47.4 The TEC's determination of a Tender's responsiveness is to be based on the documentary evidence as requested in Clause 47.2 without recourse to extrinsic evidence. 47.5 Information contained in a Tender, that was not requested in the Tender Document shall not be considered in evaluation of the Tender. 47.6 A responsive Tender is one that conforms in all respects to the requirements of the Tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: (a) affects in any substantial way the scope, quality, or supply of goods specified in the Contract; or (b) limits in any substantial way, or is inconsistent with the Tender Documents, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or (c) if rectified would unfairly affect the competitive position of other Tenderers presenting responsive Tenders. During the evaluation of Tenders, the following definitions shall apply: "Deviation" is a departure from the requirements specified in the Tender Document; "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document. 47.7 If a Tender is not responsive to the mandatory requirements set out in the Tender Document, shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission. 47.8 There shall be no requirement as to the minimum number of responsive Tenders. 47.9 Provided that a Tender is responsive, TEC may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the rates of the Tender reflected in the Priced Schedule or any mandatory criteria. Failure of the Tenderer to comply with the request may result in the consideration of its Tender as non-responsive. 47.10 TEC may regard a Tender as responsive even if it contains: (a) minor or insignificant deviations which do not meaningfully alter or depart from the technical specifications, characteristics and commercial terms and, conditions or other mandatory requirements set out in the Tender Document; or (b) errors or oversights, that if corrected, would not alter the key aspects of the Tender.
48. Clarification on Tender	48.1 TEC may ask Tenderers for clarification of their Technical Offers in order to facilitate the examination and evaluation of Technical Offers. The request for clarification by the TEC and the response from the Tenderer shall be through e-GP System, and Technical Offers clarifications which may lead to a change in the substance of the Technical Offers or in any of the key elements of the Technical Offers as stated under ITT Sub Clause 47.2, will neither be sought nor be permitted. 48.2 Requests for clarification shall be through e-GP system and shall be sent only by the Chairperson of the TEC. 48.3 Any request for clarifications by the TEC shall not be directed towards making an apparently non-responsive Tender responsive and reciprocally the response from the concerned Tenderer shall not be articulated towards any addition, alteration or modification to its Tender. 48.4 The Tenderer shall be provided a reasonable timeline, but not less than three (3) working days, to respond against a clarification request. If a Tenderer does not provide clarifications of its Technical Offer by the date and time, its Tender may not be considered in the evaluation.
49. Restrictions on Disclosure of Information	49.1 Following the opening of Tenders until issuance of Notification of Award no Tenderer shall, unless requested to provide clarification to its Tender or unless necessary for submission of a complaint, communicate with the concerned Procuring Entity. 49.2 Tenderers shall not seek to influence in anyway, the examination and evaluation of the Tenders. 49.3 Any effort by a Tenderer to influence the Procuring Entity in its decision concerning the evaluation of Tenders, Contract awards may result in the non-responsiveness of its Tender as well as further action in accordance with Section 64 (5) of the Public Procurement Act, 2006. 49.4 All clarification requests shall remind Tenderers of the need for confidentiality and that any breach of confidentiality on the part of the Tenderer may result in their Tender being non-responsive.
50. Approval of Technical Evaluation Report	50.1 TEC shall prepare the Technical Evaluation Report and shall directly submit the Evaluation Report to the Head of the Procuring Entity (HOPE) or Authorized Officer for approval.
51. Financial Offer Opening	51.1 After getting approval of the Technical Offer Evaluation Report, Financial Offer of only the Responsive Tenderers who have been determined as qualified to the requirements of the Technical Offer, shall be opened or decrypted through e-GP System.
52. Clarification on Financial Offer	52.1 TEC may ask Tenderers for clarification of their Financial Offers, about the breakdowns of unit rates, in order to facilitate the examination and evaluation of Financial Offers. The request for clarification by the TEC and the response from the Tenderer shall be made through e-GP System. 52.2 Changes in the Tender price shall not be sought or permitted, except to confirm the correction of arithmetical errors discovered by the TEC in the evaluation of the Tenders, as stated under ITT Sub Clause 55.1. 52.3 If a Tenderer does not provide clarifications of its Financial Offer by the date and time, its Tender may not be considered in the evaluation. 52.4 Requests for clarifications on Financial Offers shall be duly signed only by the TEC Chairperson.
53. Correction of Arithmetical Errors	53.1 In e-GP System, there is no provision for correction of Arithmetical Errors.
54. Conversion to Single Currency	54.1 For evaluation and comparison purpose, TEC shall convert all Tender prices expressed in the amounts in various currencies into an amount in Bangladeshi Taka currency, using the selling exchange rates established by the Bangladesh Bank, on the date of Tender opening.
55. Financial Evaluation	55.1 TEC will evaluate each Financial Offer that has been opened duly. 55.2 To evaluate a Tender, the TEC will consider the following: (a) the Tender price for Item(s) or Lot (b) Adjustment in order to take into consideration the unconditional discounts and methodology for application of the discount offered for being awarded more than one lot, as stated under ITT Sub Clauses 23.10 and 23.11, if any. 55.3 If Tenders are invited for a single lot or for a number of lots as stated under ITT Sub-clauses 26.10, TEC shall evaluate only lots that have included at least the percentage of items per lot. The TEC shall evaluate and compare the Tenders taking into account: (a) Lowest evaluated tender for each lot ; (b) The price discount/reduction per lot; (c) Least cost combination for the Purchaser, considering discounts and the methodology for its application as stated under ITT Sub-clauses 26.16 and 26.17 offered by the Tenderer in its Tender. 55.4 Only those spare parts and tools which are specified as a item in the List of Goods and Related Services in Section 7, Procuring Entity's Requirement or adjustment as stated under ITT Sub-clause 55.6, shall be taken into account in the Tender evaluation. Supplier-recommended spare parts for a specified operating requirement as stated under ITT Sub-clause 29.3(b) shall not be considered in Tender evaluation. 55.5 Variations, deviations, alternatives and other factors which are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Procuring Entity will not be considered in Tender evaluation.
	55.6 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender price quoted as stated under ITT Clause 26. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders. The factors, methodologies and criteria to be used shall be as specified in TDS. The applicable economic factors, for the purposes of evaluation of Tenders shall be: (a) adjustment for deviations in the Delivery and Completion Schedule; (b) cost of major replacement components, mandatory spare parts and service.
	55.7 TEC may recommend to increase the amount of the Performance Security above the amounts as stated under ITT Sub Clause 66.1 but not exceeding twenty-five (25) percent of the Contract Price, if in the opinion of the TEC, it is found that the item prices are unbalanced.
56. Price Comparison	56.1 The lowest-priced Tender among the technically and financially responsive Tenders through ITT Clause 52 shall be determined as the Lowest Evaluated Responsive Tender and shall be recommended for issuance of the Notification of Award subject to successful Post-Qualification verification under ITT Sub Clause 58. 56.2 In the extremely unlikely event that there is a tie for the lowest evaluated price, the Tender Evaluation Committee shall initially examine the possible presence of collusive practices, and if such practices are found, further actions shall be taken in accordance with Rule 149 of the PPR 2025. 56.3 Where there is a tie in the lowest evaluated bid but no case of the collusive practice is identified, the Tenderer with the superior past performance with the Procuring Entity shall be selected, whereby factors such as delivery period, quality of Goods delivered, complaints history and performance indicators could be taken into consideration. 56.4 In the event that there is a tie for the lowest price and none of the Tenderers has the record of past performance with the Procuring Entity as stated under ITT Sub Clause 56.3, then the Tenderer shall be selected, subject to firm confirmation through the Post-qualification process, after consideration as to whether the quality of Goods that is considered more advantageous by the end-users. 56.5 The successful Tenderer shall not be selected through lottery under any circumstances.
57. Negotiations	57.1 No negotiations shall be held during the financial offer evaluation or award, with the lowest or any other Tenderer. 57.2 The Procuring Entity through the TEC may, however, negotiate with the lowest evaluated Tenderer with the objective to reduce the Contract Price by reducing the scope of works or a reallocation of risks and responsibilities, only when it is found that the lowest evaluated Tender is significantly higher than the official estimated cost; the reasons for such higher price being duly investigated. 57.3 If the Procuring Entity decides to negotiate for reducing the scope of the requirements under ITT Sub Clause 57.2, it will be required to guarantee that the lowest Tenderer remains the lowest Tenderer even after the scope of work has been revised and shall further be ensured that the objective of the Procurement will not be seriously affected through this reduction. 57.4 In the event that the Procuring Entity decides because of a high Tender price to reduce the scope of the requirements to meet the available budget, the Tenderer is not obliged to accept the award and shall not be penalised in any way for un-accepting the proposed award.
58. Post-qualification	58.1 The determination on Post-qualification shall be based upon an examination and verification of the documentary evidence of the Tenderer's eligibility and qualifications submitted by the Tenderer, pursuant to ITT Clauses 28, 30 and 31, clarifications as stated under ITT Clause 48 and the qualification criteria indicated in ITT Clauses 12 to 18. Factors not included therein shall not be used in the evaluation of the Tenderer's qualification. 58.2 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in non-responsiveness of the Tenderer's Tender, in which event the Procuring Entity shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform the Contract satisfactorily, if awarded. 58.3 TEC may verify information contained in the Tender by visiting the premises of the Tenderer as a part of the post qualification process, if practical and appropriate. 58.4 The objective of any visit under ITT Sub-Clause 58.3 shall be limited to a general and visual inspection of the Tenderer's facilities and its plant and equipment, and there shall be no discussion concerning the Tender or its evaluation with the Tenderer during such visit(s).
59. Procuring Entityâ??s Right to Accept any or to Reject Any or All Tenders	59.1 The Procuring Entity reserves the right to accept any Tender or to reject any or all the Tenders any time prior to contract award and, to annul the Procurement proceedings with prior approval of the Head of the Procuring Entity, any time prior to contract award following specified procedures, without thereby incurring any liability to Tenderers, or any obligations to inform the Tenderers of the grounds for the Procuring Entity's action.
60. Rejection of All Tenders	60.1 The Procuring Entity may, in the circumstances as stated under ITT Sub Clause 60.2 reject all Tenders following recommendations from the TEC only after the approval of such recommendations by the Head of the Procuring Entity. 60.2 All Tenders can be rejected, if - (a) the price of the lowest evaluated Tender exceeds the official cost estimate, provided the estimate is realistic, or (b) there is evidence of lack of effective competition; such as non-participation by a number of potential Tenderers; or (c) the Tenderers are unable to propose completion of the contract within the stipulated time in its Tender, though the stipulated time is reasonable and realistic; or (d) all Tenders are non-responsive; or (e) If, in the tendering process or in the tender documents, any defect, deviation, or inconsistency is observed, which appears to hinder the objective of public procurement should the procurement process be continued; or (f) evidence of professional misconduct, affecting seriously the Procurement process, is established pursuant to Rule 149 of the Public Procurement Rules, 2025. 60.3 Notwithstanding anything contained in ITT Sub-Clause 60.2 Tenders may not be rejected if the lowest evaluated price is in conformity with the market price.
61. Informing Reasons for Rejection	61.1 Notice of the rejection will be given promptly within three (3) working days of decision taken by the Head of the Procuring Entity to all Tenderers and, the Procuring Entity will, upon receipt of a written request, communicate to any Tenderer the reason(s) for its rejection but is not required to justify those reason(s).

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G. Contract Award	
62. Award Criteria	62.1 The Procuring Entity shall award the Contract to the Tenderer whose Tender is responsive to all the requirements of the Tender Document and that has been determined to be the lowest evaluated Tender, provided further that the Tenderer is determined to be Post-qualified in accordance with ITT Clause 58. 62.2 Tenderer will not be required, as a condition for award, to undertake responsibilities not stipulated in the Tender Documents, to change its price, or otherwise to modify its Tender.
63. Notification of Award	63.1 Prior to the expiry of the Tender Validity period and within three (3) working days of receipt of the approval of the award by the Approving Authority, the Procuring Entity shall issue the Notification of Award (NOA) to the successful Tenderer. 63.2 The NOA, (Form e-PG5A-9) attaching the Contract Agreement as per the sample (Form e-PG5A-10) to be signed, shall state: (a) the acceptance of the Tender by the Procuring Entity; (b) the price at which the contract is awarded; (c) the amount of the Performance Security and its format; (d) the date and time within which the Performance Security shall be furnished; and (e) the date and time within which the Contract shall be signed. 63.3 In the event, the Tenders were invited for one (1) or more items on an “item-by-item” basis, contract(s) will comprise the corresponding item(s) awarded to the successful Tenderer(s) and, Contract(s) will be signed per each of the successful Tenderer(s) covering the corresponding item(s). 63.4 In the event, the Tenders were invited for a single lot, contract will comprise the corresponding items in the lot awarded to the successful Tenderer and, Contract will be signed with the successful Tenderer of the lot, covering the item(s). 63.5 In the event, the Tenders were invited for a number of lots on a “lot-by-lot” basis, contracts will comprise the corresponding items in a lot awarded to the successful Tenderer(s) and, Contract(s) will be signed per each of the successful Tenderer(s) per lot, covering the corresponding item(s).
64. Reporting on Contract Awarding	64.1 Immediately, but no later than 24 hours, after issuing the Notification of Award, the Procuring Entity shall, for the information of other tenderers and procurement-related stakeholders, publish the contract award details Format e-PG5A-B on the his/her notice board or on its own website, as well as on the BPPA website. Such information shall remain displayed on the notice board or retained on the website for at least twenty-eight (28) days.
65. Performance Security	65.1 Performance Security shall be provided by the successful Tenderer in BDT currency and within the timeline as mentioned in the TDS.
	65.2 The proceeds of the Performance Security shall be payable to the Procuring Entity unconditionally upon first written demand as compensation for Contractor’s failure to complete its obligations under the Contract.
	65.3 In the event a Government owned enterprise as stated under ITT Sub Clause 5.10 is the successful Tenderer, there shall be Security Deposit as specified in the TDS, in lieu of the Performance Security, as stated under ITT Sub Clause 65.1
66. Form and Time Limit for Furnishing of Performance Security	66.1 Performance Security, as stated under ITT Clause 65, may be in the form of a Bank Draft, or a Pay Order or an irrevocable unconditional Bank Guarantee in the format (Form e-PG5A-11), without any alteration, issued by any Scheduled Bank of Bangladesh acceptable to the Procuring Entity.
	66.2 Within the timeline mentioned in the TDS from the issuance of the NOA but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security for the due performance of the Contract in the amount as stated under ITT Sub Clauses 65.1 or 65.2.
67. Validity of Performance Security	67.1 Performance Security shall be required to be valid until a date twenty-eight (28) days beyond the Intended Completion Date as specified in Tender Document.
69. Authenticity of Performance Security	68.1 The Procuring Entity may verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the Bank issuing the Pay Order or Bank Draft or irrevocable unconditional Bank Guarantee in specified format. 68.2 In case of Performance Security being found unauthentic, measures shall be taken following ITT Sub Clause 4.4.
69. Retention Money and Contractual Security	69.1 Upon the completion of delivery of Goods and subsequent acceptance by the TEAC, the Procuring Entity shall deduct from the payment certificate, a retention amount at the percentage rate as mentioned in TDS.
	69.2 The Performance Security mentioned in ITT Sub Clause 65.1 and the money to be retained as per ITT Sub Clause 69.1 will together be considered as the Contractual Security.
	69.3 The Contractual Security against the contract shall not go beyond the amount mentioned in the TDS unless it is recommended by the TEC to extend as mentioned in ITT Sub Clause 69.4.
	69.4 The Procuring Entity shall increase the amount of the Contractual Security on the recommendation of TEC above the amounts as per Rule 36(2) of the PPR 2025.
70. Contract Signing	70.1 At the same time as the Procuring Entity issues the NOA, the Procuring Entity will send the draft Contract Agreement and all documents forming the Contract to the successful Tenderer.
	70.2 Within the timeline mentioned in the TDS from the issuance of the NOA but not later than the date specified therein, the successful Tenderer and the Procuring Entity shall sign the contract.
	70.3 Failure of the successful Tenderer to submit the Performance Security, as stated under ITT Sub Clause 65.1, or to sign the Contract, as stated under ITT Sub Clauses 70.1 and 70.2, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated responsive Tenderer, who is determined by the TEC to be qualified to perform the Contract satisfactorily.
71. Notification of Contract Signing	71.1 Immediately, but no later than three (3) days after the signing of contract, the Procuring Entity shall publish the contract-related information, in the format prescribed in Format e-PG5A-C on the his/her notice board or on its own website. The Procuring Entity shall also publish, on the BPPA website or web portal, the contract-related information together with details of the beneficial ownership of the successful Tenderer. This information shall be kept posted in the notice board or websites for at least thirty (30) days.
72. Debriefing of Tenderers	72.1 Debriefing of Tenderers by the Procuring Entity shall outline the relative status and weakness only of his or her Tender requesting to be informed of the grounds for not accepting the Tender submitted by him or her, without disclosing information about any other Tenderer. 72.2 In the case of debriefing, confidentiality of the evaluation process shall be maintained.
73. Adjudicator	73.1 The Procuring Entity proposes the person named in the TDS to be appointed as Adjudicator under the Contract, at an indicative hourly fee and for those reimbursable expenses as specified in the TDS.
74. Right to Complain and appeal	74.1 Tenderer has the right to complain and appeal in accordance with the Sections 29 and 30 of Public Procurement Act 2006 and the Rule 72 of Public Procurement Rules, 2025. The Procuring Entity shall cause to dispose of the complaint and appeal in accordance with the provisions of Section 30 of Public Procurement Act 2006 and Rules 72-77 of Public Procurement Rules, 2025.

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