

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার  
স্থানীয় সরকার প্রকৌশল অধিদপ্তর  
আগারগাঁও, শেরেবাংলা নগর  
ঢাকা-১২০৭  
[www.lged.gov.bd](http://www.lged.gov.bd)

উন্নয়নের গণতন্ত্র  
শেখ হাসিনার মূলমন্ত্র

স্মারক নং-৪৬.০২.০০০০.৩২২.২৭.০০৩.১৪-৫২৩

তারিখঃ ২৭-১২-২০১৮ খ্রিষ্টাব্দ  
১৩-০৯-১৪২৫ বঙ্গাব্দ

## অফিস আদেশ

বিষয়ঃ দরপত্র দলিল প্রণয়ন, চুক্তি সম্পাদন ও বাস্তবায়ন প্রসঙ্গে।

স্থানীয় সরকার প্রকৌশল অধিদপ্তরের উন্নয়নমূলক কাজের ক্রয় পরিকল্পনা প্রণয়ন, দরপত্র দলিল প্রস্তুত, চুক্তি সম্পাদন ও বাস্তবায়নে স্বচ্ছতা, গতিশীলতা ও দক্ষতা আনয়নের লক্ষ্যে পরবর্তী নির্দেশনা না দেওয়া পর্যন্ত নিম্নবর্ণিত পদ্ধতি অনুসরণ করার জন্য বলা হলোঃ

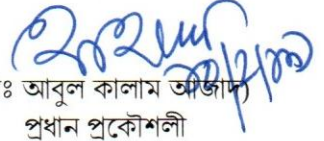
- সাধারণভাবে, কোন উপজেলার সর্বোচ্চ ২টি স্কীমের প্রাক্কলিত মূল্য ১.০ (এক) কোটি টাকার মধ্যে থাকলে ক্রয় পরিকল্পনা প্রণয়নকালে সীমিত দরপত্র পদ্ধতি অনুসরণ করতে হবে; তবে, কোন উপজেলার সর্বোচ্চ ৩টি স্কীমের প্রাক্কলিত মূল্য ১.০ (এক) কোটি টাকার অধিক হলে ক্রয় পরিকল্পনা প্রণয়নকালে একধাপ দুই খাম পদ্ধতি অনুসরণ করতে হবে; তবে, ৩.০ কোটি টাকা পর্যন্ত সীমিত দরপত্র গ্রহণের প্রয়োজনীয়তা থাকলে যৌক্তিকতা ব্যাখ্যাসহ নিম্নস্বাক্ষরকারীর অনুমোদন গ্রহণ করতে হবে।
- ৫(পাঁচ) কোটি টাকার অধিক কোন সড়ক বা ভবন নির্মাণ/রক্ষনাবেক্ষনের এবং ১০ (দশ) কোটি টাকার অধিক ব্রিজ নির্মাণের দরপত্র দলিল প্রস্তুতকালে যোগ্যতার মাপকাঠিসমূহের অতিরিক্ত হিসেবে কারিগরী প্রস্তাব (Technical Proposal) দাখিলের বিষয় উল্লেখ করতে হবে;
- দরপত্র দলিল প্রস্তুতকালে চুক্তির সুনির্দিষ্ট শর্তাবলী (পিসিসি)'র 'Payment upon Termination' ক্লজে অসমাপ্ত কাজের উপর সাধারণত ১০%; তবে ফ্রন্ট লোডিং অথবা ভারসাম্যহীন দরপত্রের ক্ষেত্রে ২০% কর্তনের বিষয়টি উল্লেখ করতে হবে;
- চুক্তি স্বাক্ষরের সময় পিসিসি'র সংশ্লিষ্ট অংশসমূহ যথাযথভাবে পূরণ করে হালনাগাদ পূর্বক Contract Agreement সহ ইজিপি সিস্টেমে আপলোড করতে হবে;
- Microsoft Project Software ব্যবহার করে ক্রয়তথ্য কাজের Work Plan তৈরি করে বাস্তবভিত্তিক সমাপ্ত করার সময় (Completion Period) নির্ধারণ করতে হবে এবং চুক্তি স্বাক্ষরের এক (১) সপ্তাহের মধ্যে ঠিকাদারের নিকট হতে হালনাগাদ কার্যপরিকল্পনা সংগ্রহ করে তার অনুমোদন দিতে হবে। পরবর্তীতে ত্রৈমাসিক ভিত্তিতে উক্ত কার্যপরিকল্পনা হালনাগাদ করতে হবে। প্রয়োজনে ঠিকাদারকে উক্ত পরিকল্পনা প্রস্তুত/হালনাগাদকরণে সহায়তা করা যেতে পারে।
- চুক্তি স্বাক্ষরের সাথে সাথে প্রতিটি প্যাকেজের চুক্তি দলিল (Contract Document) প্রস্তুত করতে হবে এবং তার কপি নির্বাহী প্রকৌশলী ও উপজেলা প্রকৌশলীর দপ্তরে এবং দাতা সংস্থার অর্থায়নে বাস্তবায়নধীন প্রকল্পের ক্ষেত্রে প্রকল্প পরিচালকের দপ্তরে সংরক্ষণ করতে হবে।
- কার্য সম্পাদন জামানতের মেয়াদের বিষয়টি নিয়মিত মনিটরিং করতে হবে এবং মেয়াদ শেষ হওয়ার পূর্বেই প্রয়োজন অনুসারে মেয়াদ বৃদ্ধির ব্যবস্থা করতে হবে। ক্রয়কারী ছাড়াও সংশ্লিষ্ট উপসহকারী প্রকৌশলী ও হিসাব রক্ষক উক্ত মেয়াদ বৃদ্ধির জন্য ব্যক্তিগতভাবে দায়ী থাকবেন;
- সিপিটিইউর ১১-১-২০১৮ খ্রিষ্টাব্দ তারিখের স্মারক নং ২১.০০.০০০০.৩৬৩.২২.০৯০.১৮-১৫৬ পরিপত্রের মর্মানুসারে ক্রয়কার্য বাস্তবায়নে স্বচ্ছতা এবং বাস্তবায়িত কাজের সুস্থ্য দালিলিকরণ (Documentation) নিশ্চিতকল্পে অবকাঠামো উন্নয়ন কাজের প্রিওয়ার্ক ও পোস্টওয়ার্ক কাজের ভিডিও ও বিভিন্ন এঙ্গেলের স্থিরচিত্র সংরক্ষণ করতে হবে এবং উক্ত বিষয়টি পিসিসিতে সংযোজন করতে হবে;
- ঠিকাদারের অনুকূলে চেক বা বিল প্রদানকালে চুক্তির শিরোনামে উল্লিখিত ঠিকাদারী ফার্মের নাম ও ব্যাংক হিসাব নম্বর ব্যতিত অন্য কোন হিসাবে বা নামে চেক বা বিল প্রদান করা বা প্রদান করার জন্য কোন ব্যাংকের নিকট দায়বদ্ধ হওয়া যাবে না;



অপর পৃষ্ঠা দৃষ্টব্য

৮. দরপত্র দলিল প্রস্তুত কালে অত্র সাথে সংযুক্ত “দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন” অনুসরণ করতে হবে।  
এমতাবস্থায়, উপরোক্ত নির্দেশনা যথাযথভাবে অনুসরণ করার জন্য সকলকে অনুরোধ করা হলো; তবে, উন্নয়ন সহযোগী সংস্থার অর্থায়নে বাস্তবায়নধীন প্রকল্পের ক্ষেত্রে সুনির্দিষ্টভাবে কোন ব্যতিক্রম উল্লেখ থাকলে তা অনুসরণ করতে হবে।

সংযুক্তঃ দরপত্র দলিল প্রস্তুত গাইডলাইন

  
(মোঃ আবুল কালাম আজাদ)  
প্রধান প্রকৌশলী  
ফোনঃ ৯১২৪০২৭  
ই-মেইলঃ [ce@lged.gov.bd](mailto:ce@lged.gov.bd)

স্মারক নং-৪৬.০২.০০০০.৩২২.২৭.০০৩.১৪-৫২৩(৮)

তারিখঃ ২৭-১২-২০১৮ খ্রিস্টাব্দ  
১৩-০৯-১৪২৫ বঙ্গাব্দ

অনুলিপি অবগতি ও প্রয়োজনীয় কার্যার্থে প্রেরণ করা হলোঃ

- ১। অতিরিক্ত প্রধান প্রকৌশলী, ..... এলজিইডি, সদর দপ্তর, ঢাকা।
- ২। অতিরিক্ত প্রধান প্রকৌশলী, এলজিইডি, ..... বিভাগ, জেলা .....
- ৩। তত্ত্বাবধায়ক প্রকৌশলী, ..... এলজিইডি, সদর দপ্তর, ঢাকা।
- ৪। তত্ত্বাবধায়ক প্রকৌশলী, এলজিইডি, ..... অঞ্চল, জেলা .....
- ৫। নির্বাহী প্রকৌশলী, এলজিইডি, জেলা .....
- ৬। উপজেলা প্রকৌশলী, এলজিইডি, উপজেলাঃ ....., জেলা .....
- ৭। সিনিয়র সহকারী/সহকারী/উপসহকারী প্রকৌশলী/হিসাব রক্ষক, এলজিইডি, জেলা .....
- ৮। উপজেলা সহকারী প্রকৌশলী/ উপসহকারী প্রকৌশলী/হিসাব রক্ষক, এলজিইডি,  
উপজেলাঃ ....., জেলা .....

মোঃ আবদুস সাত্তার  
নির্বাহী প্রকৌশলী (প্রকিউরমেন্ট)  
ফোনঃ ৮১৮১১০৩  
ই-মেইলঃ [xen.procurement@lged.gov.bd](mailto:xen.procurement@lged.gov.bd)

...

# দরপত্র দলিল প্রস্তুত ও দরপত্র মূল্যায়ন গাইডলাইন



প্রকিউরমেন্ট ইউনিট  
এলজিইডি ভবন, লেভেল-৯  
আগারগাঁও, শেরেবাংলানগর, ঢাকা-১২০৭



# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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## সূচীপত্র

প্রারম্ভিক কথা (Preface).....	1
আদর্শ দরপত্র দলিল বাছাই (Selection of STD).....	1
দরপত্র দলিল প্রস্তুত (Preparation of Tender Document).....	1
প্রাথমিক তথ্যাবলী (Primary Information) (.....	1
দরপত্র বিজ্ঞপ্তি প্রস্তুত (Preparation of Tender Notice).....	1
টেন্ডার ডাটাশীট প্রস্তুত (Preparation of Tender Datasheet).....	3
Mandatory Document List in e-GP System.....	23
চুক্তির সুনির্দিষ্ট শর্তাবলী প্রস্তুত) Preparation Particular Conditions of Contract).....	25
দরপত্র মূল্যায়ন প্রতিবেদন (Tender Evaluation Report).....	48
Technical Evaluation Meeting Minutes.....	48
Tender Evaluation Report 1: Eligibility Report.....	49
Tender Evaluation Report 2 - Technical Responsiveness Report.....	53
Evaluation Meeting Minutes & Recommendation for Awards.....	57
System Generated TER-3 (Financial Evaluation and Price Comparison).....	58
RSEPS Generated Price Comparison Report.....	59
System Generated TER-4 (Final Evaluation Report).....	60
Post-Qualification Report.....	61

# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন



## প্রারম্ভিক কথা (Preface)

দরপত্র দলিল প্রস্তুত ও মূল্যায়ন ক্রয় প্রক্রিয়ায় সবচেয়ে গুরুত্বপূর্ণ কাজ; কিন্তু দরপত্র দলিল প্রস্তুতিতে গলদ থাকায় প্রায়শই মূল্যায়ন প্রক্রিয়ায় জটিলতা ও সিদ্ধান্তহীনতার মত পরিস্থিতির সৃষ্টি হয় যা পরবর্তীতে বিভিন্নরকম অভিযোগের হেতু হয়ে দাঁড়ায়। এতে দরপত্র প্রক্রিয়া বিলম্বিত হওয়া ছাড়াও মানসম্মত কার্য বা পণ্য ক্রয় নিশ্চিত করা যায় না; চুক্তি বাস্তবায়নে অহেতুক জটিলতা সৃষ্টিসহ বিবিধ **dispute** এর জন্ম নেয়; এমনকি এতে ক্রয় আইনের মূল উদ্দেশ্য তথা VfM (Value for Money) নিশ্চিত করা অসম্ভব হয়ে পড়ে। স্থানীয় সরকার প্রকৌশল অধিদপ্তর প্রতি অর্থবছরে ১৫,০০০ (পনের হাজার) কোটি টাকার অধিক অর্থ অবকাঠামো উন্নয়ন তথা ক্রয় কার্যে ব্যয় করে। তাই ক্রয়কার্যে গতিশীলতা ও স্বচ্ছতা আনয়ন করা জরুরী। তাই এলজিইডি'র প্রকৌশলীদের ক্রয়কার্যে দক্ষতা আনয়নের লক্ষ্যকে সামনে রেখে স্থানীয় সরকার প্রকৌশল অধিদপ্তরের প্রধান প্রকৌশলী মহোদয়ের নির্দেশনা ও অনুমোদনক্রমে এ গাইডলাইন প্রস্তুত ও প্রকাশ করা হ'ল। উল্লেখ্য আলোচ্য গাইডলাইনটি একধাপ দুই খাম দরপত্র পদ্ধতির জন্য পিডব্লিউ ৩এ ডকুমেন্ট এর উপর ভিত্তি করে তৈরি করা হয়েছে। ব্যবহারকারী গণ একই গাইডলাইন অনুসরণ করে অন্যান্য পদ্ধতির দরপত্র দলিল প্রস্তুত ও মূল্যায়ন করতে পারেন।

## আদর্শ দরপত্র দলিল বাছাই (Selection of STD)

ক্রয়কারী ক্রয়ের ধরন, পদ্ধতি, ক্রয়তব্য কার্যের জটিলতা ও মূল্য বিবেচনাক্রমে সিপিটিইউ'র ওয়েবসাইট হতে আদর্শ দরপত্র দলিল বাছাই করে নিতে হয়। সাধারণতঃ OTM পদ্ধতির ক্ষেত্রে তিন (৩) কোটি টাকার কম মূল্যের ক্রয়কাজে e-PW2a, তিন (৩) কোটি টাকার অধিক মূল্যের ক্রয়কাজে e-PW3 এবং দাতা সংস্থার অর্থায়নে বাস্তবায়নাধীন কাজের জন্য e-PW3D ব্যবহার করা হয়। আবার, LTM পদ্ধতির ক্ষেত্রে e-PW2b, একধাপ দুই খাম দরপত্র পদ্ধতির জন্য PW3A ব্যবহার করতে হবে। একইভাবে অন্যান্য পদ্ধতির জন্য তফসিল-১ অনুসারে আদর্শ দরপত্র দলিল বাছাই করতে হবে।

## দরপত্র দলিল প্রস্তুত (Preparation of Tender Document)

### প্রাথমিক তথ্যাবলী (Primary Information)

আদর্শ দলিল **Customize** করে দরপত্র দলিল প্রস্তুত করা হয়। প্রথমেই বাছাইকৃত দরপত্র দলিলের উপরের পৃষ্ঠায় ক্রয়কারীর মনোগ্রাম, ক্রয়কাজের নাম, ক্রয় পদ্ধতি, প্রকল্পের নাম, দরপত্র বিজ্ঞপ্তির নম্বর, ইস্যুর তারিখ, প্যাকেজ নম্বর এবং লট নম্বর উল্লেখ করতে হয়। তবে, ই-জিপিতে সংশ্লিষ্ট APP Package Select করে Create Tender এ ক্লিক করলেই সিস্টেম স্বয়ংক্রিয়ভাবে একটি দরপত্র আইডি সৃষ্টি করে যাতে প্যাকেজ নম্বর, লট নম্বর, কাজের নামসহ এপিপিতে প্রদত্ত প্রয়োজনীয় তথ্য সন্নিবেশিত থাকে।

### দরপত্র বিজ্ঞপ্তি প্রস্তুত (Preparation of Tender Notice)

টেন্ডার নোটিশ ডেশবোর্ডের শুরুতে Invitation Reference No. লিখতে হবে। সাধারণত শূণ্যস্থানে দরপত্র বিজ্ঞপ্তির স্মারক নম্বরটি লিখা হয়। এরপর ক্রয়কারীকে “Dates of Tender Schedule” পূরণ করতে হয়। এখানে খেয়াল রাখতে হবে ই-জিপি সিস্টেমে প্রথমে সময় নির্ধারণ করে পরে তারিখ সিলেক্ট করতে হবে।

**Scheduled Tender Publication Date and Time:** দরপত্র বিজ্ঞপ্তি প্রকাশের তারিখ ও সময় উল্লেখ করতে হবে; তবে পরবর্তীতে দরপত্র মূল্যায়নের সময় হিসাবের জটিলতা এড়ানোর স্বার্থে পত্রিকায় প্রকাশ হওয়ার পর ঐ তারিখেই ই-জিপি ওয়েবসাইটে দরপত্র বিজ্ঞপ্তি প্রকাশ করতে হবে।

# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন



**Tender Document last selling download Date and Time:** দরপত্র বিজ্ঞপ্তি প্রকাশের পর যতদিন পর (১৪/২১/২৮ ইত্যাদি) দরপত্র বিক্রয়ের শেষ দিন হবে তা সিলেক্ট করতে হবে। সাধারণতঃ বিকাল ৫:০০ টা অর্থাৎ ১৭:০০ টা পর্যন্ত বিক্রয়ের সর্বশেষ সময় ঠিক করা হয়।

**Pre-Tender Meeting Start Date and Time:** দরপত্র বিজ্ঞপ্তি প্রকাশের পর যেকোন সময়, তবে হিসাবের সুবিধার্থে পরদিন সকাল ৯:০০ ঘটিকা দেয়া যেতে পারে।

**Pre-Tender Meeting End Date and Time:** দরপত্র দাখিলের জন্য প্রদানকৃত সময় (১৪/২১/২৮) এর প্রথম এক-তৃতীয়াংশ সময়ের শেষের তারিখ এবং বিকাল ৫:০০টা বা ১৭:০০ টা পর্যন্ত সময় প্রদান করা যেতে পারে।

**Tender Closing Date and Time:** দরপত্র বিক্রয়ের সর্বশেষ তারিখের পরদিন দুপুর ১২:০০ টা বা ১৩:০০ টা দেয়া যেতে পারে।

**Tender Opening Date and Time and Last Date:** স্বয়ংক্রিয় ভাবে দরপত্র দাখিলের সর্বশেষ তারিখ ও সময় আসবে।

**Time for Tender Security Submission:** দরপত্র দাখিলের সর্বশেষ সময়ের ৫-১০মিনিট পূর্বের সময় এবং দরপত্র দাখিলের সর্বশেষ তারিখ উল্লেখ করতে হবে।

**Eligibility of Tender:** “As per Tender Data Sheet” উল্লেখ করতে হবে।

**Brief Description of Works and Non-consulting Services:** কাজের প্রধান প্রধান উপাঙ্গগুলোর নাম উল্লেখ করতে হবে।

**Tender Document Price (in BDT Taka):** সিপিটিইউর সার্কুলার অনুসারে ৫০ লক্ষ টাকা পর্যন্ত কাজের জন্য ১০০০ টাকা, ২ কোটি টাকা পর্যন্ত কাজের জন্য ২০০০ টাকা এবং ২ কোটির অধিক কাজের জন্য ৪০০০টাকা লিখতে হবে।

**Location:** কাজটি যে উপজেলায় হবে সে উপজেলা ও জেলার নাম উল্লেখ করতে হবে।

**Tender Security Price (in BDT Taka):** প্রাক্কলিত মূল্যের ৩% এর মধ্যে যেকোন পরিমাণ টাকা রাউন্ড ফিগারে উল্লেখ করতে হবে। সাধারণতঃ বড় কাজের জন্য কম এবং ছোট কাজের জন্য বেশি শতকরা হারে পরিমাণ নির্ধারণ করা হয়।

**Start Date:** কাজ শুরুর সম্ভাব্য তারিখ উল্লেখ করতে হবে।

**Completion Date:** কাজ সমাপ্তির সম্ভাব্য তারিখ উল্লেখ করতে হবে।

উপরোল্লিখিত বিষয়সমূহ শেষ হলে “Submit” বাটন ক্লিক করলেই দরপত্র বিজ্ঞপ্তি প্রস্তুত শেষ হবে।

# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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## টেন্ডার ডাটাসীট প্রস্তুত (Preparation of Tender Datasheet)

নোটঃ e-TDS for LGED (recommended) অংশে বাংলা কিংবা ইটালিক অক্ষরে লিখিত অংশসমূহ গাইড হিসেবে দেয়া হয়েছে; টেন্ডার ডাটা শিট প্রস্তুতকালে বাংলা কিংবা ইটালিক অক্ষরে লিখিত অংশ বাদ দিতে হবে।

ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers		
	ITT Part (not editable)	e-TDS (editable Part)	e-TDS for LGED (recommended)
<b>A. General</b>			
1.1	<p><b><u>Scope of Tender</u></b> PE named in the Tender Data Sheet (TDS) (hereinafter referred to as the “PE”) wishes to issues these e-Tender Document (hereinafter referred to as the “e-TD”) for the procurement of Works and physical services as specified in the TDS and as detailed in section 6: Bill of Quantities. The name of the Tender and the number and identification of its constituent lot(s) are stated in the TDS.</p>	<p>The PE is [state name of PE]</p>	<p>[নির্বাহী প্রকৌশলী কর্তৃক টেন্ডার আহবান করা হলে:] The PE is Executive Engineer, LGED, District: .....</p> <p>[উপজেলা প্রকৌশলী কর্তৃক টেন্ডার আহবান করা হলে:] The PE is Upazila Engineer, LGED, Upazila: ..... , District: .....</p>
		<p>The Name of the Tender is: Brief Description of the Works: Tender Ref: Lot No(s):</p> <p>[if there is more than one(1) lot, individual lots are to be identified in conformity with Section 6: Bill of Quantities]</p>	<p>The Name of the Tender is: [কাজের নাম উল্লেখ করুন] Package No: ... .. Brief Description of the Works: [কাজের main components গুলো উল্লেখ করুন] Tender Ref: APP ID: ..... Lot No(s): 1 (One)</p>
3.1	<p><b><u>Source of Funds</u></b> PE 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 e-TD is issued.</p>	<p>The source of public funds is [state source, GoB or other source of funds].</p>	<p>[উন্নয়ন সংস্থা জড়িত না থাকলে] The source of public funds is: GoB.</p> <p>উন্নয়ন সংস্থা জড়িত থাকলে The source of public funds is: GoB &amp; Development Partner.</p>
3.3	<p><b><u>Source of Funds</u></b> Payments by the Development Partner, if so indicated in the TDS, will be made only at the request of the Government and</p>	<p>The name of the Development Partner is [state name of Development Partner]</p>	<p>[উন্নয়ন সংস্থা জড়িত না থাকলে] The name of the Development Partner is: Not Applicable</p> <p>[উন্নয়ন সংস্থা জড়িত থাকলে] The name of the Development</p>



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ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers		
	ITT Part (not editable)	e-TDS (editable Part)	e-TDS for LGED (recommended)
	upon approval by the Development Partner or foreign state or Organization in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.		Partner is: <i>[write the name of development partners]</i>
5.1	<b><u>Eligible Tenderers</u></b> This Invitation for Tenders is open to all potential Tenderers from all countries, except for any specified in the TDS	Tenderers from the following countries are not eligible <i>[ state countries, if any ]</i>	Tenderers from the following countries are not eligible: Israel
6.1	<b><u>Eligible Materials, Equipment and Associated Services</u></b> All materials, equipment and associated services to be supplied under the Contract are from eligible sources, unless their origin is from a country specified in the TDS.	Materials, Equipment and associated services from the following countries are not eligible: <i>[state countries, if any]</i>	Materials, Equipment and associated services from the following countries are not eligible: Israel
<b>B. e-Tender Document</b>			
10.2	<b><u>Clarification of e-TD</u></b> A prospective Tenderer requiring any clarification of the e-TD shall be allowed to post clarification as stated under ITT Sub Clause 10.1 till the date and time as specified in the TDS, but not later than the date of Pre-Tender meeting as stated under ITT Clause 11, if held.	Allowed to post clarification till <i>[Date and Time]</i>	Not Applicable

# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers		
	ITT Part (not editable)	e-TDS (editable Part)	e-TDS for LGED (recommended)
11.1	<p><b><u>Pre-Tender Meeting</u></b> To clarify issues and to answer questions on any matter arising in the e-TD, the PE may, if stated in the TDS, hold a Pre-Tender Meeting</p>	<p>A Pre-Tender meeting shall not be held or A Pre-Tender meeting shall be held through e-GP System <i>[delete whichever is not applicable]</i></p>	<p>[অপেক্ষাকৃত বড়/জটিল কাজের ক্ষেত্রেঃ (প্রাক্কলিত মূল্য যখন বীজের ক্ষেত্রে ১০ কোটি টাকার উর্ধ্বে এবং সড়ক ও ভবনের ক্ষেত্রে ৫ কোটি টাকার উর্ধ্বে)]</p> <p>1. A Pre-Tender meeting shall be held at the Office of the Executive Engineer, LGED, -- --</p> <p>2. Pre-Tender meeting shall also be held through e-GP System.</p> <p>[অপেক্ষাকৃত ছোট/সহজ প্রকৃতির কাজের ক্ষেত্রেঃ (প্রাক্কলিত মূল্য যখন বীজের ক্ষেত্রে ১০ কোটি টাকার নিম্নে এবং সড়ক ও ভবনের ক্ষেত্রে ৫ কোটি টাকার নিম্নে)]</p> <p>A Pre- Tender meeting shall be held through e-GP System</p>
11.2	<p>Pre-Tender Meeting will be held online on the date and time as specified in the TDS. 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.</p>	<p>Pre-Tender meeting <i>[Date &amp; Time]</i></p>	<p>[অপেক্ষাকৃত বড়/জটিল কাজের ক্ষেত্রেঃ (প্রাক্কলিত মূল্য যখন বীজের ক্ষেত্রে ১০ কোটি টাকার উর্ধ্বে এবং সড়ক ও ভবনের ক্ষেত্রে ৫ কোটি টাকার উর্ধ্বে)]</p> <p>1. Pre-Tender Meeting date and time: Date: ----, Time : ---</p> <p>2. Pre-Tender Meeting date and time for e-GP System: As mentioned in tender Notice</p> <p>[অপেক্ষাকৃত ছোট/সহজ প্রকৃতির কাজের ক্ষেত্রেঃ (প্রাক্কলিত মূল্য যখন বীজের ক্ষেত্রে ১০ কোটি টাকার নিম্নে এবং সড়ক ও ভবনের ক্ষেত্রে ৫ কোটি টাকার নিম্নে)]</p> <p>Pre- Tender meeting: As mentioned in the tender notice.</p>
<b>C. Qualification Criteria</b>			
15.1	<p><b><u>Experience Criteria</u></b> Tenderer shall have the following minimum level of construction experience to qualify for the performance of the Works under the Contract:</p>		

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers		
	ITT Part (not editable)	e-TDS (editable Part)	e-TDS for LGED (recommended)
	(a) a minimum number of years of <b><u>general experience</u></b> in the construction of works as Prime Contractor or Subcontractor or Management Contractor as specified in the TDS; and	The minimum number of years of general experience of the Tenderer in the construction works as Prime Contractor or Subcontractor or Management Contractor shall be [state number] years.  <b>[Guidance Note:</b> <ul style="list-style-type: none"> <li>• a minimum of three (3) years would be deemed reasonable;</li> <li>• years counting backward from the date of publication of IFT in the newspaper]</li> </ul>	The minimum number of years of general experience of the Tenderer in the construction works as Prime Contractor shall be <b><u>5 (Five)</u></b> years.  NOTE: <ol style="list-style-type: none"> <li>1. Years will be counted backward from the date of publication of IFT in the website.</li> <li>2. The start date of the earliest construction works completed satisfactorily under public sector will be considered for calculating the period of general experience. Tenderer shall attach relevant certificate issued by concerned PE.</li> </ol>
	(b) <b><u>Specific Experience</u></b> Specific Experience as a Prime Contractor or Subcontractor or Management Contractor in construction works of a nature, complexity and methods/construction technology similar to the proposed Works in at least a number of contract(s) and of a minimum value over the period, as specified in the TDS.	The minimum specific experience as a Prime Contractor or Subcontractor or Management Contractor in construction works of at least [state number] contract(s) of similar nature, complexity and methods/construction technology successfully completed within the last [state number] years, each with a value of at least Tk. [state amount].  <b>[Guidance Note:</b> <ul style="list-style-type: none"> <li>• the minimum number of <b>contracts</b> will depend upon the size and type of construction work, and the PE should make its own judgment based upon its</li> </ul>	The minimum specific experience as a Prime Contractor in construction works under public sector shall be at least 01 (One) contract of [minimum 400m long bridge having at least three spans each with minimum 40m span of pre-stressed concrete girder bridge with deep bored pile foundation] successfully completed within the last [10 (ten)] years with a value of at least [Tk.120 (one hundred twenty Crore)] <sup>1</sup> , [50-75% of estimated cost; for large contract select at lower side and small contract select at higher side]

<sup>1</sup> Amount shall be fixed in such a way so that competition is ensured and no syndication is encouraged.

# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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		<p><i>experience in the sector and construction industry.</i></p> <ul style="list-style-type: none"> <li><i>For example, for large works, it could be one (1) contract of similar nature during the last three (3) years or five (5) years or ten (10) years (whichever appropriate);</i></li> <li><i>years counting backward from the date of publication of IFT in the newspaper]</i></li> <li><i>for Tenders where the package contains more than one (1) lot, this qualification requirements, only when applicable, shall be mentioned separately for each lot in the package]</i></li> <li><i>the minimum value of the similar works is recommended to be between 50 and 75 percent of the estimated cost of the proposed work]</i></li> </ul>	<p>NOTE:</p> <ol style="list-style-type: none"> <li>Years will be counted backward from the date of publication of IFT in the website.</li> <li>Tenderers shall attach relevant certificate issued by the Procuring Entity(ies).</li> </ol> <p><i>[Guidance Note: other examples of specific experience]</i></p> <p><i>The minimum specific experience as a Prime Contractor under public sector shall be at least 01 (One) contract of construction works package/lot having <u>roadwork with bituminous carpeting</u> or, <u>building works with pile foundation</u> as major component successfully completed within the last 5 (five) years with a value of at least Tk.50 (Fifty Crore) only.]</i></p> <ul style="list-style-type: none"> <li>কাজের অভিজ্ঞতা সুনির্দিষ্ট করা উত্তম; তবে অপ্রয়োজনে এমন কোন ক্রাইটেরিয়া দেয়া সঠিক হবে না যাতে প্রতিযোগিতার ক্ষেত্র সংকুচিত হয়।</li> </ul>
16.1	<p><b><u>Financial Criteria</u></b></p> <p>Tenderer shall have the following minimum level of financial capacity to qualify for the performance of the Works under the Contract.</p>	<p>The required average annual construction turnover shall be greater than Tk [insert amount] over the last [state number] years.</p> <p><b><u>[Guidance Note:</u></b></p> <ul style="list-style-type: none"> <li><i>the required average annual construction turnover is</i></li> </ul>	<p>The required average annual construction turnover <b><u>i.e. total certified payments received for contracts in progress or completed under public sector from respective procuring entity</u></b> shall be greater than Tk. <b><u>[insert amount in figure and word]</u></b> over the last 05 (Five)</p>
	<p><b><u>(a) Average Annual Construction Turnover (AACT)</u></b></p> <p>The average annual construction turnover as specified in the TDS during the period specified in the TDS;</p>		

# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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	ITT Part (not editable)	e-TDS (editable Part)	e-TDS for LGED (recommended)
		<p><i>recommended to be about twice the estimated annual cash flow for the Contract; however the multiplier may vary from 1.0 to 2.0, the larger the Contract size the lesser the multiplier should be. The period may be best three (3) years in the last five (5) years or best five (5) years in the last ten (10) years (as appropriate) ;</i></p> <ul style="list-style-type: none"> <li>• <i>years counting backward from the date of publication of IFT in the newspaper]</i></li> <li>• <i>Example: Estimated Contract Value: Tk 24 Cr. Contract period: 18 months Estimated Annual Cash Flow: Tk 16 Cr. Required average annual construction turnover: Tk. 24 Cr., using a multiplier of 1.5.</i></li> <li>• <i>for Tenders where the package contains more than one (1) lot, this qualification requirements shall be mentioned separately for each lot in the package]</i></li> </ul>	<p>years.</p> <p>NOTE:</p> <ol style="list-style-type: none"> <li>1. Years will be counted backward from the date of publication of IFT in the newspaper.</li> <li>2. Payment received Certificates for construction works, issued by relevant Procuring Entity(ies) will be considered as construction turnover.</li> <li>3. Tenderers shall submit their information as per Form <a href="#">PW3A-2.1: Turnover Information Form (Attached to Section 8)</a> and attach relevant certificate issued by the Procuring Entity(ies).</li> </ol> <p><i>[Guidance Note: Amount of Turnover = <math>\frac{EC}{N} * F</math>, Where EC=Estimated Cost, N=Completion time, Yr; <math>N \geq 1</math>, and F=1-2, where 1 for larger contract and 2 for smaller contract ]</i></p>
	<p><b>(b) <u>Liquid Asset</u></b> Availability of minimum liquid assets i.e. working capital or credit line(s) from any Scheduled Bank, net of other contractual commitments of the amount as specified in the TDS</p>	<p>The minimum amount of liquid assets or working capital or credit facilities of the Tenderer shall be Tk [state amount].</p> <p><b>[Guidance Note:</b></p> <ul style="list-style-type: none"> <li>• <i>Usually the required liquid asset is the equivalent of 2-6 months payment flow at the average construction rate (straight line distribution), accessible or available after taking into account the financial requirements of existing commitments. The actual period will depend on the speed with which the PE</i></li> </ul>	<p>The minimum amount of liquid assets i.e. working capital, or Unconditional Credit Line, or credit facilities or bank balance shall be Tk. <b>[insert amount in figure and word].</b></p> <p>NOTE: Tenderers shall submit the liquid asset in one or combination of more than one of the following four options. Please also note that in case of joint venture, Lead and individual partners must submit liquid asset</p>

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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		<p><i>will pay the Contractor's monthly certificate, allowing time to prepare an invoice, for the Project Manager's time to certify it, and at least one month contingency for preparing the cheque and making actual payment.</i></p> <ul style="list-style-type: none"> <li><i>Example: Contract Value: Tk 24 Cr. Contract period: 18 months Assuming work time: 1 month Invoice period: 0.5 month Certification Time: 0.5 month Contingency Time: 1 month Therefore, the minimum required liquid asset will be Tk 4 Cr., i.e. 3 months cash flow based on the above assumptions.]</i></li> <li><i>for Tenders where the package contains more than one (1) lot, this qualification requirements shall be mentioned separately for each lot in the package]</i></li> </ul>	<p>individually :</p> <ul style="list-style-type: none"> <li><b>1. Working capital:</b> authenticated by Audit Report not earlier than FY 2017-18. [if the tender submission date is within November than please mention the previous Financial year i.e. FY 2016-17.]</li> <li><b>2. Credit line:</b> authenticated by any scheduled bank shall be furnished unconditional credit line without alteration in accordance with the format as specified in the <b>Form PW3A-7 (Attached to Section 8).</b></li> <li><b>3. Credit facilities:</b> authenticated by <b>credit sanctioned letter</b> and <b>bank statement of the credit account</b> issued not earlier than 28 days prior to the day of the original deadline for submission of Tenders for this Contract.</li> <li><b>4. Bank Balance:</b> authenticated by bank statement with day-end closing balance from any scheduled bank issued not earlier than 28 days prior to the day of the original deadline for submission of Tenders for this Contract.</li> </ul> <p><u>[Guidance Note:</u> লিকুইড এ্যাসেট এর পরিমাণ নির্ধারণের জন্য ঠিকাদারকে কতদিনের মধ্যে চলতি বিল দেয়া সম্ভব অর্থাৎ কাজের মেয়াদে সর্বমোট কতটি বিল দেয়া হবে তা দিয়ে প্রাক্কলিত মূল্যকে ভাগ করে লিকুইড এ্যাসেট এর পরিমাণ নির্ধারন করা যেতে পারে। কাজের মেয়াদ ৩ মাস বা তার কম হলে প্রাক্কলিত মূল্যের ৭০-৮০% লিকুইড এ্যাসেট এর পরিমাণ নির্ধারন করা যেতে পারে।]</p>
16.1	<b><u>(d) Tender Capacity:</u></b> The Minimum Tender Capacity as specified in the TDS.	The minimum capacity shall be:[70%-80% of the official estimated cost]	The minimum capacity shall be: <b><u>[70%-80% of the official estimated cost]</u></b>

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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		<p>The following formulae shall be used to calculate the Tender Capacity                      Assessed Tender Capacity = <math>(A*N*1.5-B)</math>                      Where                      A=Maximum value of Works performed in any one year during last five years                      N= Completion time of the proposed work in years                      B= Value of Existing commitments and works to be completed during the next N Years</p> <p><i>[Guidance Notes:                      Note 1: In case the value of N is less than 12 (twelve) months the value of N shall be considered as 01 (one)                      Note 2: In case of JV tender capacity requirement for leading partner shall be minimum 40% and for other partners shall be minimum 25%].</i></p>	<p><b>Formula for Calculating:</b>                      Assessed Tender Capacity = <math>(A*N*1.5-B)</math>                      Where                      A=Maximum value of Works performed in any one year during last five years.                      N= Completion time of the proposed work in years  <math>[N \geq 1]</math>                      B= Value of Existing commitments and works to be completed during the next N Years</p> <p><b>NOTE:</b>                      1. Tenderer shall submit the information for calculating A &amp; B as per form no. <a href="#">PW3A-2.2: Tender Capacity Informaion Form (Attached to Section 8)</a> and attach relevant certificate issued by the Procuring Entity(ies). In case of Zero (0%) percent progress, Tenderers shall submit the copy of NOA or Contract Agreement.</p>
17.1	<p><b><u>Personnel Capacity</u></b>                      Tenderer shall have the minimum level of personnel capacity to qualify for the performance of the Works under the Contract consisting of a Construction Project Manager, Engineers, and other key staff with qualifications and experience as specified in the TDS;</p>	<p>A Construction Project Manager, Engineer, and other key staff shall have the following qualifications and experience:                      No                      Position                      Total Works Experience (years)                      In Similar Works Experience (years)</p> <p><i>[Guidance:                      • qualification of an alternative Construction Project Manager may also</i></p>	<p>A Construction Project Manager, Engineer, and other <u>key staff</u> shall have the following qualifications and experience: <i>[Follow the Table].</i>  <i>[Please mention only the key staffs; Don't mention unimportant position]</i></p> <p><b>NOTE:</b>                      1. Academic &amp; Experience qualification of the key staff must be supported by Certificates with the Tender.                      2. Tenderers shall submit their information as per</p>

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন



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		<p><i>be requested]</i></p> <ul style="list-style-type: none"> <li><i>for Tenders where the package contains more than one (1) lot, this qualification requirement may be necessary for each lot in the package, subject to the nature of the control required over each package]</i></li> </ul>	<p>Form <a href="#">PW3A-2.3: Personnel Information Form (Attached to Section 8)</a> and attach relevant certificates</p>
18.1	<p><b><u>Equipment Capacity</u></b> 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.</p>	<p>Tenderer shall own or have proven access to hire or lease of the major construction equipment, in full working order as follows:</p> <p>No Equipment Type and Characteristics Minimum Number Required</p> <p><i>[Guidance: For Tenders where the package contains more than one (1) lot, this qualification requirement may be necessary for each lot in the package, subject to the nature of the control required over each package]</i></p>	<p>Tenderer shall own or have proven access to hire or lease of the <u>major construction equipment</u>, in full working order as follows: [<a href="#">Follow the Table</a>].</p> <p><i>[Please mention only the <b>major construction equipment</b>; Don't mention unimportant equipment name]</i></p> <p>NoTE:</p> <ol style="list-style-type: none"> <li>Ownership, lease or hiring documents must be submitted with the Tender.</li> <li>Tenderers shall submit their information as per Form <a href="#">PW3A-2.4: Equipment Information Form (Attached to Section 8)</a> and attach relevant documents</li> </ol>
19.1	<p><b><u>Joint Venture, Consortium or Association (JVCA)</u></b> Tenderer may participate in the procurement proceedings forming a Joint Venture, Consortium or Associations (JVCA) by an agreement, executed case</p>	<p>The value of non-judicial stamp for execution of the Joint Venture agreement shall be Tk [state amount] [the value of the non-judicial stamp shall be Tk.300.00]</p>	<p>The value of non-judicial stamp for execution of the Joint Venture agreement shall be Tk 300.00 (In Word: Three Hundred only).</p>



## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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	by case on a non-judicial stamp of value as stated in 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 partners of the intended JVCA and authenticated by a Notary Public.		
19.2	The figures for each of the partners of a JVCA shall be added together to determine the Tenderer's compliance with the minimum qualifying criteria; however, for a JVCA to qualify, lead partner and its other partners must meet the criteria stated in the TDS. Failure to comply with these requirements will result in rejection of the JVCA Tender.	The minimum qualification requirements of Leading Partner and other Partner(s) of a JVCA shall be as follows	<p><b>The Maximum number of partners in the JV shall be 3 (three).</b></p> <p>The minimum qualification requirements of Leading Partner and other Partner(s) of a JVCA shall be as follows:  <b>[Follow the Table]</b></p> <p><i>[Please add 1 row in the table for 16.1(d) and fill for seeking Min. 40% for Lead partner and Min. 25% for Other Partner and 100% in total. Also add the following Note.]</i></p> <p>NOTE: The documentary evidence of Leading and other partner must be submitted separately; otherwise the tender will be treated as non-responsive.</p>
19.4			<p><i>[Insert following clause by Add Clause]</i></p> <p>ITT Clause 19.4, Joint Venture</p> <p>ITT Clause 19.4: JV shall nominate the <b>Leading Partner</b> as REPRESENTATIVE (<b>Partner in Charge</b>) 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</p>

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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			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. Otherwise tender will be considered as non-responsive.
20.3	<p><b><u>Subcontractor(s)</u></b> The PE may also select nominated Subcontractor(s) to execute certain specific components of the Works and if so, those will be specified in the TDS.</p>	<p>The Nominated Subcontractor(s) named [insert name(s)] shall execute the following specific components of the proposed Works: [state the components of the proposed works ; if not applicable state ‘none’]</p>	<p>The Nominated Subcontractor(s) named [insert name(s)] shall execute the following specific components of the proposed Works: <b>Not Applicable</b></p>
<b>D. Tender Preparation</b>			
25.1K	<p><b><u>Contents of Tender</u></b> The Tender prepared by the Tenderer shall comprise the following:</p>	<p>Tenderer shall submit with its Tender the following additional documents:</p> <p><i>[Guidance Note: In case of purchase of capital equipment by the Contractor as part of the overall Contract, a Performance Statement of the capital equipment in Bangladesh may be necessary and may be requested. if no other documents are required then specify “none”]</i></p>	<p>Tenderer shall submit with its Tender the following additional documents:</p> <ul style="list-style-type: none"> <li><b>Technical proposal as stated under ITT Clause 30.</b></li> </ul>
26.3	<p>Unless otherwise provided in the TDS and the Contract, the price of a Contract shall be fixed in which case the unit prices may not be modified in response to changes in economic or commercial conditions.</p>	<p>The prices quoted by the Tenderer shall be fixed for the duration of the Contract.</p> <p>Or</p> <p>The prices quoted by the Tenderer shall be adjustable as follows:</p> <p><i>[The prices shall be adjustable, the methodology for adjustment should be specified]</i></p>	<p><i>[প্রকল্পে Price Adjustment অন্তর্ভুক্ত না থাকলে]</i></p> <p>The prices quoted by the Tenderer shall be fixed for the duration of the Contract.</p> <p><i>[প্রকল্পে Price Adjustment অন্তর্ভুক্ত থাকলে]</i></p> <p>The Contract is subject to price adjustment, the weightings or coefficients for adjustment are: <i>[If only General Index is considered for simplification, then use the following formula]</i></p>

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers		
	ITT Part (not editable)	e-TDS (editable Part)	e-TDS for LGED (recommended)
			$P = A + B \frac{I_m}{I_o}$ <p>Where,                      P = Price Adjustment Factor                      A= Non-adjustable component/Coefficient  <i>[Usually the value is taken in between 0.10-0.15]</i>                      B= Adjustable Component or Coefficient  <i>[A+B =1.00]</i>                      I<sub>o</sub>= Base Index, or General Index at 28 days earlier than the date of original Tender Submission as published by the Bangladesh Bureau of Statistics (BBS).                      I<sub>m</sub>= Current Index, or General Index at the date of Issuance of Interim or Final Payment Certificate by the PM as published by the Bangladesh Bureau of Statistics (BBS).</p> <p><i>[Or, If detail Index is considered, then use the following formula]</i></p> $P = A + a \frac{L_m}{L_o} + b \frac{B I_m}{B I_o} + c \frac{C E_m}{C E_o} + d \frac{S T_m}{S T_o} + e \frac{R S_m}{R S_o} + f \frac{B R_m}{B R_o} + g \frac{M I_m}{M I_o}$ <p>Where,                      P = Price Adjustment Factor                      A= Non-adjustable component/Coefficient                      B= Adjustable Component or Coefficient                      = a+b+c+d+f+g</p> <p><i>[The sum of A+B shall equal ONE (1). It is usual to have value of A between 0.10 and 0.15 and that of B between 0.90 and 0.85. Breakdown of B shall be provided in Appendix to the Tender. The value of coefficients (a), (b), (c), (d), (e) and (f) shall be calculated based on the weightage of the individual item over the whole contract; the value of (g) will be the remaining for fulfil the total</i></p>

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers		
	ITT Part (not editable)	e-TDS (editable Part)	e-TDS for LGED (recommended)
			<p><i>weightage one (1). ]</i></p> <p>L=Labor, BI=Bitumen, CE=Cement, RS=Reinforcing Steel, ST=Stone, BR=Bricks, MI=Miscellaneous], and</p> <p><math>L_o</math>= Base Index of Labor at 28 days earlier than the date of original Tender Submission as published by the Bangladesh Bureau of Statistics (BBS).  <math>L_m</math>= Current Index of Labor at the date of Issuance of Interim or Final Payment Certificate by the PM as published by the Bangladesh Bureau of Statistics (BBS) and so on</p> <p><i>[If any Index is not available at BBS Report, then specifically mention other source, say BPC for Bitumen; In case of International Tender, if the tenderer wish to use the materials from other countries, they may propose that source]</i></p> <p>NOTE: The Price Adjustment Factor will be calculated based on available document submitted by the Contractor, if awarded, which may be adjusted later on for the Interim Payments but not after the payment of final bill.</p>
30.1	Tenderer shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in TDS, in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work	The required Technical Proposal shall include the following additional information: <i>[state any other information that may be required]</i>	<p>ITT 30.1 Technical Proposal must include the following chapters:</p> <p><b>a. Statement of work methods:</b> Tenderer will describe the methodology of the main activities to be performed under the contract. Tenderer should identify the risk and explain the mitigation procedures in technical proposal to address them.</p> <p>Tenderer will submit the construction methodology and risk mitigation</p>

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers		
	ITT Part (not editable)	e-TDS (editable Part)	e-TDS for LGED (recommended)
	requirements and the completion time		<p>method statement by considering the design, specifications and time frame of the contract. Alternative methodology for changing the design will not be acceptable. <i>[For Bridge Construction Work, add the text, but for roadwork no need this text: The tenderer must explain the sub-structure work methodology (boring, casting, pile load test, integrity test, etc.), manufacturing of concrete (batching plant, transport, placing and mixing of concrete), pre-stressing process (jacking, grouting process and equipment brand), scaffolding materials and procedure, super-structure work methodology etc.]</i> The number of labor groups to be engaged to complete the contract within the stipulated time must be described in the technical proposal with use of equipment types. Materials procurement, source, procurement plan, mobilization &amp; Demobilization plan, etc. will be described in the technical proposal.</p> <p><b>b. Equipment:</b> Tenderer will provide the list of equipment (lease or own with proof of documents with source) that will be used if the contract is awarded and its time frame. The statement should be realistic enough that not only satisfy the ITT Clause but also satisfy the equipment schedule (time and activities involved, number of equipment like Asphalt Plant, Rotary-rig, square meter of steel shuttering materials and type, number of batching plant and its capacity, equipment brand and year of manufacture, etc.) for ensuring the progress of the contract as per work plan. Tenderer will mention the brand of the equipment as well as engine number where applicable. The equipment, with detail description, mobilization schedule will be submitted by the tenderer which will be an integral part of the contract. Before submitting the tender, tenderer shall visit the proposed site and submit the construction equipment accessibility plan and also mentioned the mode of construction equipment mobilization.</p> <p><b>c. Personnel:</b> Tenderer will provide the list of experienced personnel which will be available during execution of the contract as specified if awarded. The</p>

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers		
	ITT Part (not editable)	e-TDS (editable Part)	e-TDS for LGED (recommended)
			<p>responsibility and availability of the personnel to execute the contract will be submitted in the proposal. The statement should be realistic enough that not only satisfy the ITT Clause but also satisfy the personnel schedule (time and activities involved) for ensuring the progress of the contract as per work plan. Availability of personnel must confirm before signing the contract. If replacement require procuring entity's prior approval will be obtained and replaced person must possess equal or higher qualification.</p> <p><b>d. Work plan:</b> Tenderer will provide a work plan in details as well as list all activities/sub activities to be performed under the contract within the given time frame. Please provide the date of every milestone/components also. Only bar chart is not acceptable. In work plan tenderer will describe each activities/sub activities with duration, milestones/components and predecessor &amp; successor actions of every activity. PERT/CPM using MS Project will be more acceptable.</p> <p><b>e. Method of ensuring Safety, security, Environmental Measures, avoidance of Health Hazard &amp; using Child Labor etc.:</b></p> <p>Tenderer needs to explain the Method of ensuring Safety, security, Environmental Measures, avoiding Health Hazard, Avoidance of using Child Labor etc. Any other statement or documents that tenderer needs to describe the Technical proposal to satisfy his/her proposal may be mentioned in the technical proposal.</p> <p>Any tenderer may be invited to present the technical proposal to TEC/or LGED expert group and Procuring Entity's comments must be incorporated in final technical proposal which will then be an integral part of the contract.</p>
32.1	Tenders shall remain valid for the period specified in the TDS after the date of	The Tender Validity period shall be [state number] days.	The Tender Validity period shall be: [ <i>State number of days, say 90, or 120 etc. between 60-120 days</i> ] Days

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers		
	ITT Part (not editable)	e-TDS (editable Part)	e-TDS for LGED (recommended)
	Tender submission deadline, as stated under ITT Sub Clause 40.1	[normally 60 to 120 days deemed reasonable depending on its complexity]	
34.2	Amount of the Tender security may be determined on the basis of different percentages for each lot, but the amount is fixed as specified in TDS. If the Tender is a Joint Venture, the Tenderer shall furnish as part of its Tender, in favor of the PE or as otherwise directed on account of the title of the existing or intended JVCA or any of the partners of that JVCA or in the names of all future partners as named in the Letter of Intent of the JVCA, in the amount as stated under ITT Sub Clause 34.2.	The amount of the Tender Security shall be Tk <i>[state amount]</i> .  <i>[for more than one lot in a package, the Tender Security for each lot should be mentioned separately. The amount of Tender Security should be expressed as a fixed amount not exceeding three(3) percent of the official estimated cost for each lot in all cases]</i>	The amount of the Tender Security shall be: <b>As stated in the tender Notice</b>
<b>E. Tender Submission</b>			
40.1	e-Tenders shall be submitted to the e-GP System no later than the date and time specified in the TDS	The deadline for lodgment of e-Tenders is <i>[state time, and identify a.m or p.m, i.e.10.30 a.m]</i> <i>[state date i.e. 15 june,2011 ]</i> .	The deadline for lodgment of e-Tenders is: <b>As stated in the tender notice</b>
<b>G. Contract Award</b>			
58.1	Performance Security shall be furnished by the successful Tenderer in the amount as specified in the TDS.	The amount of Performance Security shall be <i>[state percentage]</i> percent of the Contract Price.  <i>[usually ten(10) percent of the Contract price, however, should not be less than 5% if retention money is kept at least 5% of contract price;</i>	The amount of Performance Security shall be <i>[State percentage, normally 5-10%]</i> of the Contract Price.  Maximum twenty five (25) percent of the total Contract price in case the Tender price is significantly below the updated official estimate or

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers		
	ITT Part (not editable)	e-TDS (editable Part)	e-TDS for LGED (recommended)
		<i>Maximum twenty five (25) percent of the total Contract price in case the Tender price is significantly below the updated official estimate or seriously unbalanced as a result of front loading ]</i>	seriously unbalanced as a result of front loading.

নোটঃ সংযুক্ত ফরমসমূহ Mandatory Document List এ Add করতে হবে।



## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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PW3A-2.1: Turnover Information Form							
[Note: 1. Add more row as per requirement; 2. Years will be counted backward from the date of publication of IFT in the Website;							
3. In case of JV, all the information of JV Partners shall be given separately (Lead and Partners)							
Year-1: Date ----- to -----							
Sl	Contract Number	Name of works	Procuring Entity Details	Contract Status (On-going/Completed)	Business Share in contract (%)	Payment received ( As per payment certificate by PE)	Actual Payment received as per share (column 6X7)
1	2	3	4	5	6	7	8
1							
2							
3							
Year-2: Date ----- to -----							
Sl	Contract Number	Name of works	Procuring Entity Details	Contract Status (On-going/Completed)	Business Share in contract (%)	Payment received ( As per payment certificate by PE)	Actual Payment received as per share (column 6X7)
1	2	3	4	5	6	7	8
1							
2							
3							
Year-3: Date ----- to -----							
Sl	Contract Number	Name of works	Procuring Entity Details	Contract Status (On-going/Completed)	Business Share in contract (%)	Payment received ( As per payment certificate by PE)	Actual Payment received as per share (column 6X7)
1	2	3	4	5	6	7	8
1							
2							
3							

# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন



## PW3A-2.3: Tender Capacity Informaion Form

**Table 1: Information for Maximum Value of Works completed satisfactorily in any one year during Last Five Years (A)**

NOTE: Information must be provided separately for Lead and Other Partners, in case of JV; Add more rows as per requirement.

Year- : Date ----- to -----

Sl	Contract No.	Name of works	Procuring Entity Details	Contract Status (On-going/Completed)	Business Share in contract (%)	Payment received (As per payment certified by PE)	Value of Payment received as per business share
1	2	3	4	5	6	7	8
1							
2							
3							
4							
<b>Maximum Value of Works completed satisfactorily in any one year during Last Five Years (A)</b>							

**Table 2: Information for Existing (Running) Works/Commitments (B)**

Sl.	Contract No.	Name of Work	Procuring Entity Details	Contract Value (BDT)	Value of Completed Work as per certified progress or certified payment	Value of uncompleted work as of Tender Submission Deadline	Business Share (%) in the contract	Value of the uncompleted or Committed work of the Firm	Contract Completion (or extended, in case of amendment) Date	Remaining Period in years	Value of Existing Works or commitments up to completion date of this intended work
1	2	3	4	5	6	7=Col. (5)-Col. (6)	8	9=Col. (7) X Col. (8)	10	11	12=Col. (9), if (11)≤N; Col. (9)*N/Col. (11), if (11)>N
1											
2											
3											
4											
							<b>Total Value of Existing Works/Commitments, (B)=</b>				
<b>Tender Capacity of the Firm (JV Firm, incase of JV)</b>				<b>=A * N* 1.5-B</b>							

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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### PW3A-2.3 Personnel Information Form

No	Name & Position	Educational Qualification	Date of Birth	Mobile Number	NID Number	Total Works Experience (Years)	Experience in similar works (Years)	Contract details of similar works according to column 8
1	2	3	4	5	6	7	8	9

### PW3A-2.5: Equipment Information Form


No	Equipment Type and Characteristics	Minimum Number Required as per TDS	Proposed as per Technical Proposal	Brand Name	Engine Number	Year of Manufacture	Owenship	Country of Manufacture

# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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## Mandatory Document List in e-GP System

5

Tender and Contract Forms  Save As PDF

Tender/Proposal forms

Data and Sequence of data in Tech form and BOQ/Schedule of Price Bid forms should be same to avoid any confusion to Tenderer/Consultant.

S. No.	File Name	File Description	File Size (in KB)	Action
1	e-PW3 Contract Forms.docx	e-PW3 Contract Form	23	

S. No.	Form Name 1	Actions
1	Tenderer Information Form (e-PW3-2) - Part - 1	<a href="#">View Form</a>   <a href="#">View Required Document List</a>   <a href="#">Test Form</a>
2	Tenderer Information Form (e-PW3-2) - Part - 2 Qualification Information of the Tenderer [ITT Clause 31]	<a href="#">View Form</a>   <a href="#">View Required Document List</a>   <a href="#">Test Form</a>   <a href="#">View Combo</a>
3	Tenderer Information Form (e-PW3-2) - Part - 3	<a href="#">View Form</a>   <a href="#">View Required Document List</a>   <a href="#">Test Form</a>
4	e-Tender Submission Letter (Form e-PW3-1)	<a href="#">View Form</a>   <a href="#">View Required Document List</a>   <a href="#">Test Form</a>   <a href="#">View Combo</a>
5	Tenderer Information Form (e-PW3-2) - Part - 4	<a href="#">View Form</a>   <a href="#">View Required Document List</a>   <a href="#">Test Form</a>   <a href="#">View Combo</a>
6	Subcontractor Information (Form e-PW3-3)	<a href="#">View Form</a>   <a href="#">View Required Document List</a>   <a href="#">Test Form</a>
7	Personnel Information (Form e-PW3-4)	<a href="#">View Form</a>   <a href="#">View Required Document List</a>   <a href="#">Test Form</a>   <a href="#">View Combo</a>

# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন



[View All Notifications](#)

## View Required Documents for a Form

[Go Back to Dashboard](#)

S. No.	Name of Document
1	General Experience Certificates (ITT 15.1(a))
2	Specific Experience Certificates (ITT 15.1(b))
3	Financial Capacity Certificates (ITT 16)
4	Valid Trade License (ITT 25.1.(f))
5	TIN Certificate (ITT 25.1(g))
6	VAT Certificate (ITT 25.1(g))
7	Average Annual Construction Turnover Certificate (ITT 31.1(c))
8	Form-2(Information for COMPLETED/Similar Works)
9	Form-3(Information for Construction TurnOver)
10	Form-4(Manpower Information Form)
11	Form-5(Equipment Information Form)
12	Form-6(Information for Existing (Running) Works/Commitments for JV Contract)
13	Technical Proposal(As per ITT Clause no-30.1)

# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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## চুক্তির সুনির্দিষ্ট শর্তাবলী প্রস্তুত) Preparation Particular Conditions of Contract)

নোটঃ e-TDS for LGED (recommended) অংশে বাংলা কিংবা ইটালিক অক্ষরে লিখিত অংশসমূহ গাইড হিসেবে দেয়া হয়েছে; টেন্ডার ডাটা শিট প্রস্তুতকালে বাংলা কিংবা ইটালিক অক্ষরে লিখিত অংশ বাদ দিতে হবে।

ITT Clause	Amendments of, and Supplements to, Clauses in the Particular Condition of Contract		
	GCC Part (not editable)	e-PCC (editable Part)	e-PCC for LGED (recommended)
<b>A. General</b>			
1.1(j)	Contractor means the Person under contract with the PE for the execution of Works under the Rules and the Act as stated in the PCC.	The Contractor is [Name, address, and name of authorized representative]	<b><u>Tender Document</u></b> <b><u>প্রস্তুতের সময়ঃ</u></b> এই অংশে কোন Modification এর প্রয়োজন নেই।  <b><u>Contract Signing এর সময়ঃ</u></b> এ অংশে Contractor এর নাম, ঠিকানা ও authorized representative এর নাম লিখতে হবে।
1.1(y)	<b>Intended Completion Date</b> is the date calculated from the Commencement Date as specified in the PCC, on which it is intended that the Contractor shall complete the Works and Physical services as specified in the Contract and may be revised only by the Project Manager by issuing an extension of time or an acceleration order.	The Intended Completion Date for the whole of the Works shall be [insert date] [to be calculated from the Commencement Date]	<b><u>Tender Document</u></b> <b><u>প্রস্তুতের সময়ঃ</u></b> The Intended Completion Date for the whole of the Works shall be “Commencement Date+ .....Days” (শূন্য স্থানে কাজের মেয়াদ উল্লেখ করতে হবে।)  <b><u>Contract Signing এর সময়ঃ</u></b> এ অংশে Commencement Date এর সাথে কাজের মেয়াদ যোগ করে Intended Completion Date নির্ধারণ করে তারিখ উল্লেখ করতে হবে।

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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ITT Clause	Amendments of, and Supplements to, Clauses in the Particular Condition of Contract		
	GCC Part (not editable)	e-PCC (editable Part)	e-PCC for LGED (recommended)
1.1(bb)	<b>Original Contract Price</b> is the Contract Price stated in the PE's Notification of Award (Form e-PW3-7) and further clearly determined in the PCC.	The original Contract price is [insert the amount in the NOA]	<u><a href="#">Tender Document প্রস্তুতের সময়ঃ</a></u> এই অংশে কোন <b>Modification</b> এর প্রয়োজন নেই।  <u><a href="#">Contract Signing এর সময়ঃ</a></u> এ অংশে NOA এ উল্লেখিত টাকার পরিমাণ লিখতে হবে।
1.1(ff)	<b>PE</b> means a PE having administrative and financial powers to undertake procurement of Works and Physical services using public funds and is as named in the PCC who employs the Contractor to carry out the Works.	The PE is [Name, address, and name of authorized representative]	<u><a href="#">নির্বাহী প্রকৌশলী কর্তৃক টেন্ডার আহ্বান করা হলেঃ</a></u> The PE is The Executive Engineer, LGED, District: .....  <u><a href="#">উপজেলা প্রকৌশলী কর্তৃক টেন্ডার আহ্বান করা হলেঃ</a></u> The PE is The Upazila Engineer, LGED, Upazila: ..... , District: .....  <u><a href="#">উন্নয়ন সংস্থা জড়িত না থাকলেঃ</a></u> The Development Partner is: None  <u><a href="#">উন্নয়ন সংস্থা জড়িত থাকলেঃ</a></u> The Development Partner is: ... [write the name of development partner]
1.1(fff)	<b>(fff) Development Partner</b> is the financier (partial or full) of this contract, as named in the PCC.	The Development Partner is [Name of the DP]	
1.1(gg)	<b>Project Manager</b> is the person named in the PCC or any other competent person	The Project Manager is [Name, address, and name of authorized representative]	The Project Manager is: The Upazila Engineer, LGED, Upazila: ....., District:

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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ITT Clause	Amendments of, and Supplements to, Clauses in the Particular Condition of Contract		
	GCC Part (not editable)	e-PCC (editable Part)	e-PCC for LGED (recommended)
	appointed by the PE and notified to the Contractor who is responsible for supervising the execution and completion of the Works and Physical services and administering the Contract.		....
1.1(kk)	<b>Site</b> means the places where the Permanent Works are to be executed including storage and working areas and to which Plant and Materials are to be delivered, and any other places as may be specified in the PCC as forming part of the Site.	The Site is located at [location] and is defined in drawings No: [insert numbers]	The Site is located at Upazila: ....., District: ....., and as defined in the drawings No. [e.g. Section 9]
1.1(nn)	<b>Start Date</b> is the date defined in the PCC and it is the last date when the Contractor shall commence execution of the Works under the Contract.	The Start Date shall be [insert date ] [it is the last date when the Contractor shall commence execution of the Works under the Contract reasonably immediately after the Commencement; Date; refer to GCC Clause 40]	<u><a href="#">Tender Document</a></u> <u>প্রস্তুতের সময়ঃ</u> The Start Date shall be: Contract Signing Date + ৭ days  <u><a href="#">Contract Signing</a></u> এর সময়ঃ Actual Date of Start উল্লেখ করতে হবে।
1.1(rr)	<b>Works</b> means all works associated with the construction, reconstruction, site preparation, repair, demolition, maintenance or renovation of railways,	The Works consist of [state brief summary, including relationship to other Contracts under the Project]	The Works consist of: .....  [শূণ্য স্থানে কাজের সংক্ষিপ্ত বিবরণী উল্লেখ করতে হবে।]



## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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ITT Clause	Amendments of, and Supplements to, Clauses in the Particular Condition of Contract		
	GCC Part (not editable)	e-PCC (editable Part)	e-PCC for LGED (recommended)
	roads, highways, or a building, an infrastructure or structure or an installation or any construction work relating to excavation, installation of equipment and materials, decoration, as well as physical services ancillary to works as detailed in the PCC, if the value of those services does not exceed that of the Works themselves.		
2.5	<p><b><u>Sectional completion</u></b> If sectional completion is specified in the PCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).</p>	<p>The Sectional Completion Dates are: [state part of the works and the corresponding dates, if applicable]</p>	<p>The Sectional Completion Dates are: সংশ্লিষ্ট চুক্তির মধ্যবর্তী সময়গুলোতে কোন অংশের সমাপ্তির তারিখ নির্ধারণ করতে চাহিলে উক্ত অংশের নাম ও সমাপ্তির তারিখ উল্লেখ করতে হবে। অন্যথায় “None” উল্লেখ করতে হবে।</p>
3.1	Communications between Parties such as notice, request or consent required or permitted to be given or made by one party to the other pursuant to the Contract shall be in	<p>The PE’s address for the purpose of communications under this contract is : Contact person: Address: Tel: Fax: e-mail address:</p>	<p>The PE’s address for the purpose of communications under this contract is: <u>জেলার নির্বাহী প্রকৌশলী</u> <u>ক্রয়কারী হলোঃ</u> Contact person: Executive Engineer</p>

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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ITT Clause	Amendments of, and Supplements to, Clauses in the Particular Condition of Contract		
	GCC Part (not editable)	e-PCC (editable Part)	e-PCC for LGED (recommended)
	writing to the addresses specified in the PCC.		<p>Address: Office of the Executive Engineer, Local Government Engineering Department District:..... Tel: Fax: e-mail address: <a href="mailto:xen.district@lged.gov.bd">xen.district@lged.gov.bd</a> [অফিসিয়াল ই-মেইল ঠিকানা লিখতে হবে।]</p> <p><u>উপজেলা প্রকৌশলী ক্রয়কারী হলেঃ</u></p> <p>Contact person: Upazila Engineer Address: Office of the Upazila Engineer, Local Government Engineering Department Upazila: ..... District:..... Tel: Fax: e-mail address: <a href="mailto:ue.upazila@lged.gov.bd">ue.upazila@lged.gov.bd</a> [অফিসিয়াল ই-মেইল ঠিকানা লিখতে হবে।]</p>
		<p>The Contractor's address for the purpose of communications under this contract is : Contact person: Address: Tel: Fax: e-mail address:</p>	<p><u>Tender Document প্রস্তুতের সময়ঃ</u> এই অংশে কোন Modification এর প্রয়োজন নেই।</p> <p><u>Contract Signing এর সময়ঃ</u> এ অংশে ঠিকাদারের সাথে যোগাযোগের জন্য সম্পূর্ণ</p>

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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ITT Clause	Amendments of, and Supplements to, Clauses in the Particular Condition of Contract		
	GCC Part (not editable)	e-PCC (editable Part)	e-PCC for LGED (recommended)
			ঠিকানা লিখতে হবে।
6.1	<p>The following documents forming the Contract shall be interpreted in the following order of priority:</p> <p>(a) signed Contract Agreement ;</p> <p>(b) e-Notification of Award ;</p> <p>(c) completed e-Tender;</p> <p>(d) the Particular Conditions of Contract;</p> <p>(e) the General Conditions of Contract;</p> <p>(f) the Technical Specifications;</p> <p>(g) the General Specifications;</p> <p>(h) the Drawings;</p> <p>(i) the priced Bill of Quantities and the Schedules; and</p> <p>(j) any other document listed in the <b>PCC</b> forming part of the Contract.</p>	<p>Other documents forming part of the Contract are;</p> <p><i>[list other documents viz. Schedule of other contractors, Schedule of Key Personnel, Site Investigation Reports, relevant correspondences prior to signing of the Contract agreement etc.]</i></p>	<p>Other documents forming part of the Contract are;</p> <p>i. Agreed Technical Proposal;</p> <p>ii. The Schedule of Key Personnel;</p> <p>iii. Work program;</p> <p>iv. Joint Venture Agreement (if applicable);</p> <p>v. Joint Venture Information Sheet (if applicable);</p> <p>vi. Insurance;</p>
9.1	<p>The Contractor and its Subcontractor(s) shall have the nationality of a country other than that specified in the <b>PCC</b>.</p>	<p>A Contractor or a Subcontractor that is a national of, or registered in, the following countries are not eligible:</p> <p><i>[state countries, if applicable]</i></p>	<p>A Contractor or a Subcontractor that is a national of, or registered in, the following countries are not eligible: Israel</p>

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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ITT Clause	Amendments of, and Supplements to, Clauses in the Particular Condition of Contract		
	GCC Part (not editable)	e-PCC (editable Part)	e-PCC for LGED (recommended)
9.2	All materials, equipment, plant, and supplies used by the Contractor in both permanent and temporary works and services supplied under the Contract shall have their origin in the countries except any specified in the PCC.	Materials, Equipment Plants and supplies shall not have their origin in the following countries: [state countries, if applicable]	Materials, Equipment Plants and supplies shall not have their origin in the following countries: Israel
13.1	The PE shall give possession of the Site or part(s) of the Site, to the Contractor on the date(s) stated in the PCC. If possession of a part of the Site is not given by the date stated in the PCC, the PE will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event as stated under GCC Sub Clause 69.1(a).	Possession of the Site or part(s) of the Site, to the Contractor shall be given on the following date(s); [state date or dates of possession of site]	<u><a href="#">Tender Document প্রস্তুতের সময়ঃ</a></u> Possession of the Site or part(s) of the Site, to the Contractor shall be given on the following date(s): Within 7 days of contract signing  <u><a href="#">Contract Signing এর সময়ঃ</a></u> এ অংশে Site Hand over এর Actual Date উল্লেখ করতে হবে।
19.1	The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the PCC, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager.	Following Key Personnel to carry out the functions stated in the Schedule shall be employed by the Contractor; [insert name(s)]	Following Key Personnel to carry out the functions stated in the Schedule shall be employed by the Contractor: (এস্থলে TDS এর 17.1 Clause এর Manpower এর তালিকা উল্লেখ করতে হবে।)

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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ITT Clause	Amendments of, and Supplements to, Clauses in the Particular Condition of Contract		
	GCC Part (not editable)	e-PCC (editable Part)	e-PCC for LGED (recommended)
21.1	Nominated Subcontractor named in the Contract shall be entitled to execute the specific components of the Works stated in the PCC.	Nominated Subcontractor(s) named below: [insert name(s)] shall be entitled to execute the following specific components of the Works: [state none, if not applicable]	Nominated Subcontractor(s): None
23.1	Except where otherwise specifically stated in the PCC, the Project Manager will decide Contractual matters between the PE and the Contractor in its role as representative of the PE.	The Contractual matters between the PE and the Contractor shall be decided by [state only if other than the Project Manager]	The Contractual matters between the PE and the Contractor shall be decided by: Project Manager and other persons directed by PE
37.1	The Contractor shall provide, in the joint names of the PE and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles specified in the PCC for the following events which are due to the Contractor's risks: (a) loss of or damage to the Works, Plant, and Materials; (b) loss of or damage to Equipment; (c) loss of or damage to property (except the	The minimum insurance cover shall be: (a) The maximum deductible for insurance of the Works and of Plant and Materials is Tk [state amount] [the Contractor shall provide this amount at the time of Contract signing].  (b) The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is Tk [state amount]. [the amount could be 110% of the value of the works, plant and materials that may be lost in a worst case scenario].  (c) The maximum deductible for insurance of Equipment is Tk	<b><u>Tender Document প্রস্তুতের সময়ঃ</u></b> The minimum insurance cover shall be: (a) The maximum deductible for insurance of the Works and of Plant and Materials is Tk. [state amount] [the Contractor shall provide this amount (5-10%) at the time of Contract signing].  (b) The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is Tk 110% of the contract Amount  © The maximum

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন



ITT Clause	Amendments of, and Supplements to, Clauses in the Particular Condition of Contract		
	GCC Part (not editable)	e-PCC (editable Part)	e-PCC for LGED (recommended)
	<p>Works, Plant, Materials, and Equipment) in connection with the Contract; and (d) personal injury or death.</p>	<p>[state amount]. [the Contractor shall provide this amount at the time of Contract signing].</p> <p>(d) The minimum cover for loss or damage to Equipment is Tk [state amount]. [the amount could be 110% of the replacement value of the equipment]</p> <p>(e) The maximum deductible for insurance of other property is Tk [state amount]. [the Contractor shall state this amount at the time of Contract signing].</p> <p>(f) The minimum cover for insurance of other property is Tk [state amount]. [it is the responsibility of the Contractor to obtain adequate insurance cover for such risks – recommended value 10% of contract price].</p> <p>(g) The minimum cover for personal injury or death insurance:</p> <p>(i) for the Contractor’s employees is as per the law and common practice in Bangladesh.</p> <p>(ii) and for third parties is as per the law and common practice in Bangladesh.</p>	<p>deductible for insurance of Equipment is Tk. [state amount] [the Contractor shall provide this amount (5-10%) at the time of Contract signing].</p> <p>(d) The minimum cover for loss or damage to Equipment is Tk.... (এস্থলে TDS এর ১৮.১ Clause এর equipment এর replacement value হিসাব করে উক্ত Value এর ২০-২৫% এর ১১০% উল্লেখ করতে হবে।)</p> <p>(e) The maximum deductible for insurance of other property is Tk. [state the amount] [the Contractor shall provide this amount (5-10%) at the time of Contract signing]</p> <p>(f) The minimum cover for insurance of other property is Tk. 10% of the contract Amount</p> <p>(g) The minimum cover for personal injury or death insurance:</p> <p>(i) for the Contractor’s employees is as per the law and common practice in Bangladesh.</p> <p>(ii) and for third parties is as per the law and common practice in Bangladesh.</p>

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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ITT Clause	Amendments of, and Supplements to, Clauses in the Particular Condition of Contract		
	GCC Part (not editable)	e-PCC (editable Part)	e-PCC for LGED (recommended)
			চুক্তি স্বাক্ষরের সময়ঃ প্রতিটি অংশে টাকার পরিমাণ উল্লেখ করতে হবে।
<b>B. Time Control</b>			
40.1	Except otherwise specified in the PCC , the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Project Manager’s instruction recording the agreement of both Parties on such fulfillment and instructing to commence the Works is received by the Contractor: (a) signing of the Contract Agreement by both parties upon approval of the by relevant authorities; (b) possession of the Site given to the Contractor as required for the commencement of the Works; and © receipt by the Contractor of the Advance Payment under GCC Clause 75 provided that the corresponding Bank Guarantee has been delivered by the Contractor, if any.	Commencement Date of Works shall be as follows; [ <i>insert different commencement dates for different parts of the Works, if deemed appropriate</i> ]	<u>Tender Document</u> <u>প্রস্তুতের সময়ঃ</u> Commencement Date of Works shall be: Contract Signing Date + 7 days  <b>Contract Signing এর সময়ঃ</b> Actual Date of Commencement উল্লেখ করতে হবে।

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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ITT Clause	Amendments of, and Supplements to, Clauses in the Particular Condition of Contract		
	GCC Part (not editable)	e-PCC (editable Part)	e-PCC for LGED (recommended)
42.1	<p>Within the time stated in the PCC, the Contractor shall submit to the Project Manager for approval a Programme of Works showing the general methods, arrangements, order, and timing for all the activities in the Works. The programme may be in the form of an Implementation Schedule prepared in any software or other form acceptable to the Project Manager.</p>	<p>The Contractor shall submit a Programme for the Works within [<i>insert days</i>] days of signing the Contract.</p>	<p>The Contractor shall submit a Programme for the Works within 7 (Seven) days of signing the Contract. [<i>Add the following line below:</i>] The Contractor also shall submit the videos and color photos from various angles to the PE during submission of interim and final bills.</p>
42.2	<p>The Contractor shall submit to the Project Manager for approval of an updated Programme at intervals no longer than the period stated in the PCC. An update of the Programme shall be a Programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.</p>	<p>The period between Programme updates is [<i>state interval</i>] [<i>usually bi-monthly or quarterly depending on the nature of the Works</i>]</p>	<p>The period between Programme updates is one quarter.</p>
42.3	<p>If the Contractor does not submit an updated Programme of Works at the intervals as</p>	<p>The amount to be withheld for late submission of an updated Programme is [<i>state amount</i>].</p>	<p>The amount to be withheld for late submission of an updated Programme is: [0.25%-</p>

দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন



## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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ITT Clause	Amendments of, and Supplements to, Clauses in the Particular Condition of Contract		
	GCC Part (not editable)	e-PCC (editable Part)	e-PCC for LGED (recommended)
	stated under GCC Sub Clause 42.2 , the Project Manager may withhold an amount as stated in the PCC from the next payment certificate and continue to withhold this amount until the next due payment after the date on which the overdue Programme of Works has been submitted.		<i>0.5% of contract amount.</i> [বড় কাজের ক্ষেত্রে % এর পরিমাণ কম হবে এবং অপেক্ষাকৃত ছোট কাজের ক্ষেত্রে % এর পরিমাণ বেশি হবে]
<b>C. Quality Control</b>			
57.1	The Project Manager shall give notice to the Contractor, with a copy to the PE and others concerned, of any Defects before the end of the Defects Liability Period, which begins at Completion Date, and is defined in the PCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.	The Defects Liability Period is <i>[state months]</i> <i>[Usually Defect Liability Period is twelve (12) months to cover at least one complete monsoon season].</i>	The Defects Liability Period is: 12 (Twelve) months
<b>D. Cost Control</b>			
66.3	Payments due to the Contractor in each certificate shall be made into the Bank Account in any scheduled Bank of Bangladesh of the title	The particulars of the Bank Account nominated are as follows : Title of the Account : <i>[insert title to whom the Contract awarded]</i> Name of the Bank : <i>[insert name with code, if any]</i> Name of the Branch : <i>[insert</i>	<u>দরপত্র দলিল প্রস্তুতকালে</u> এ অংশ পূরণের প্রয়োজন নেই। <u>চুক্তিস্বাক্ষরের সময়</u> সতর্কতার সাথে এ অংশ পূরণ করতে হবে। <u>বিল প্রদানের সময়</u> এ অংশে লিখিত ঠিকাদারি ফার্মের নাম ও

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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ITT Clause	Amendments of, and Supplements to, Clauses in the Particular Condition of Contract		
	GCC Part (not editable)	e-PCC (editable Part)	e-PCC for LGED (recommended)
	of the Contract specified in the PCC, nominated by the Contractor in the currency specified in the Contract.	<i>branch name with code ,if any]</i> Account Number : <i>[insert number]</i> Address : <i>[insert location with district]</i> Tel : Fax : e-mail address : <i>[information furnished by the Contractor shall be substantiated by the concerned Bank and authenticated by the PE]</i>	ব্যাংক হিসাব ব্যতিত অন্য কোন হিসাবে বা নামে কোন চেক বা বিল পরিশোধ করা যাবে না।
69.1	The following shall be Compensation Events: (a) The PE does not give access to or possession of the Site or part of the Site by the Site Possession Date stated in the GCC Sub Clause 13.1; (b) The PE modifies the Schedule of other Contractors in a way that affects the works of the Contractor under the Contract; (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time; (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects;	The following additional events shall also be the Compensation Events: [list events or state none ]	The following additional events shall also be the Compensation Events: None

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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	<p>(e) The Project Manager unreasonably does not approve a subcontract to be let, if applicable;</p> <p>(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notification of Award from the information issued to Tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site;</p> <p>(g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the PE, or additional work required for safety or other reasons;</p> <p>(h) Other Contractors, public authorities, utilities, or the PE do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor;</p> <p>(i) The advance payment is delayed;</p> <p>(j) The effects on the Contractor of any of</p>		

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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ITT Clause	Amendments of, and Supplements to, Clauses in the Particular Condition of Contract		
	GCC Part (not editable)	e-PCC (editable Part)	e-PCC for LGED (recommended)
	<p>the PE's Risks;</p> <p>(k) The Project Manager unreasonably delays issuing a Completion Certificate;</p> <p>(l) A situation of Force Majeure has occurred, as defined in GCC Clause 85; and</p> <p>(m) Other Compensation Events described in the Contract or determined by the Project Manager in the PCC shall apply.</p>		
71.1	<p>Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. If so provided, the amounts as certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amount. The formula indicated below applies:</p> $P = A + B (I_m/I_0)$ <p>where:</p> <p><b>P</b> is the adjustment factor</p> <p><b>A</b> and <b>B</b> are Coefficients specified in the PCC,</p>	<p>The Contract is not subject to price adjustment.</p> <p>OR</p> <p>The Contract is subject to price adjustment, the weightings or coefficients for adjustment are:</p> <p>[Price Adjustment Formulae to be applicable if stated under ITT Sub Clause 27.10 shall be specified here]</p> <p>.....</p>	<p><i>(প্রকল্পে Price Adjustment অন্তর্ভুক্ত না থাকলে)</i></p> <p>The prices quoted by the Tenderer shall be fixed for the duration of the Contract.</p> <p><i>(প্রকল্পে Price Adjustment অন্তর্ভুক্ত থাকলে)</i></p> <p>The Contract is subject to price adjustment, the weightings or coefficients for adjustment are:</p> <p><i>[If only General Index is considered for simplification, then use the following formula]</i></p> $P = A + B \frac{I_m}{I_0}$ <p>Where,</p> <p>P = Price Adjustment Factor</p> <p>A= Non-adjustable component/Coefficient</p> <p><i>[Usually the value is taken in between 0.10-0.15]</i></p> <p>B= Adjustable Component or Coefficient</p> <p><i>[A+B = 1.00]</i></p> <p>I<sub>0</sub>= Base Index, or General</p>

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন



ITT Clause	Amendments of, and Supplements to, Clauses in the Particular Condition of Contract		
	GCC Part (not editable)	e-PCC (editable Part)	e-PCC for LGED (recommended)
	<p>representing the nonadjustable and adjustable portions, respectively, of the Contract; and</p> <p><math>I_m</math> is the Index during the month the work has been executed and <math>I_o</math> is the Index prevailing twenty eight (28) days prior to the deadline for submission of Tender.</p> <p>The Indexes to be used is as published by the Bangladesh Bureau of Statistics (BBS) on a monthly basis. In case not available, then other countries or authorities of the sources mentioned in <b>Appendix to the Tender</b> may be used.</p>		<p>Index at 28 days earlier than the date of original Tender Submission as published by the Bangladesh Bureau of Statistics (BBS).</p> <p><math>I_m</math>= Current Index, or General Index at the date of Issuance of Interim or Final Payment Certificate by the PM as published by the Bangladesh Bureau of Statistics (BBS).</p> <p><i>[Or, If detail Index is considered, then use the following formula]</i></p> $P = A + a \frac{L_m}{L_o} + b \frac{B I_m}{B I_o} + c \frac{C E_m}{C E_o} + d \frac{S T_m}{S T_o} + e \frac{R S_m}{R S_o} + f \frac{B R_m}{B R_o} + g \frac{M I_m}{M I_o}$ <p>Where,  P = Price Adjustment Factor  A= Non-adjustable component/Coefficient  B= Adjustable Component or Coefficient  = a+b+c+d+f+g</p> <p><i>[The sum of A+B shall equal ONE (1). It is usual to have value of A between 0.10 and 0.15 and that of B between 0.90 and 0.85. Breakdown of B shall be provided in Appendix to the Tender. The value of coefficients (a), (b), (c), (d), (e) and (f) shall be calculated based on the weightage of the individual item over the whole contract; the value of (g) will be the remaining for fulfil the total weightage one (1).]</i></p> <p>L=Labor, BI=Bitumen, CE=Cement, RS=Reinforcing Steel, ST=Stone, BR=Bricks, MI=Miscellaneous], and</p> <p><math>L_o</math>= Base Index of Labor at 28 days earlier than the date of original Tender Submission as</p>

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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ITT Clause	Amendments of, and Supplements to, Clauses in the Particular Condition of Contract		
	GCC Part (not editable)	e-PCC (editable Part)	e-PCC for LGED (recommended)
			<p>published by the Bangladesh Bureau of Statistics (BBS).  <math>L_m =</math> Current Index of Labor at the date of Issuance of Interim or Final Payment Certificate by the PM as published by the Bangladesh Bureau of Statistics (BBS) and so on</p> <p><i>[If any Index is not available at BBS Report, then specifically mention other source, say BPC for Bitumen; In case of International Tender, if the tenderer wish to use the materials from other countries, they may propose that source ]</i></p> <p>NOTE: The Price Adjustment Factor will be calculated based on available document submitted by the Contractor, if awarded, which may be adjusted later on for the Interim Payments but not after the payment of final bill.</p>
72.1	The PE may retain from each progressive payment due to the Contractor at the percentage specified in the PCC until completion of the whole of the Works under the Contract.	The proportion of payments to be retained is <i>[insert percent]</i> percent. <i>[state "none" if not applicable. If applicable then the proportion of Retention Money shall be equal to the percentage-shortfall of ten (10) percent of Performance Security determined at the time of signing the Contract. Again in case of unbalanced Tender or because of front loading, provision for Retention Money shall not be applicable]</i>	The proportion of payments to be retained is <i>.....</i> percent <i>[Performance Security এবং Retention Money এর মোট পরিমাণ হবে ১০%। Performance Security ৫% নেয়া হলে এ স্থলে ৫% উল্লেখ করতে হবে। অন্যদিকে Performance Security ১০% নেয়া হলে এ স্থলে ০% উল্লেখ করতে হবে। উল্লেখ্য Front loading এর কারণে অতিরিক্ত Performance Security গ্রহণ করা হলে তা বিবেচনায় নেয়া হলেও টেন্ডারের উল্লিখিত পারসেন্ট পরিবর্তন করা যাবেনা।]</i>
73.1	The Contractor shall pay liquidated damages to the PE at the rate per day stated in the PCC for each day that the	The amount of Liquidated Damages or in other words Delay Damages for the uncompleted Works or any part thereof is <i>[insert percentage]</i> percent of its Contract price per	The amount of Liquidated Damages or in other words Delay Damages for the uncompleted Works or any part thereof is ----- --- percent of its Contract

দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

...

ITT Clause	Amendments of, and Supplements to, Clauses in the Particular Condition of Contract		
	GCC Part (not editable)	e-PCC (editable Part)	e-PCC for LGED (recommended)
	<p>Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the PCC. The PE may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.</p>	<p>day of delay. [usually the percent-rate of liquidated damages is set at between 0.05 and 0.10 of ONE (1) percent of its Contract price per day of delay]</p> <p><b><u>Guide to application of GCC Sub Clause 76.1 above</u></b> [ Liquidated damages is equivalent to an amount to be determined in accordance with the following formula  <math display="block">T_{LD} = V_{UW} \times P \times n</math>                     Where;  <math>T_{LD}</math> = Total amount of Liquidated Damages  <math>V_{UW}</math> = Value of Uncompleted Works (i.e. works not having been completed as of the expiry of the Intended Completion Date plus the works completed after the expiry of the Intended Completion Date). <math>V_{UW}</math> shall be calculated by deducting the value of the completed works under the Contract from the total Contract price  <math>P</math> = Percent-rate at which the Liquidated Damages shall be imposed for every day of delay  <math>n</math> = No of days of delay for completion of works under the Contract]</p>	<p>price per day of delay</p> <p>(প্রাক্কলিত মূল্য ১০ কোটি বা তদুর্ধ্ব হলে শূণ্য স্থানে ০.০৫ উল্লেখ করুন। প্রাক্কলিত মূল্য ১০ কোটির নিচে হলে শূণ্য স্থানে ০.১৫ উল্লেখ করুন।</p> <p><b><u>Guide to application of GCC Sub Clause 76.1 above</u></b> Liquidated damages is equivalent to an amount to be determined in accordance with the following formula:  <math display="block">T_{LD} = V_{UW} \times P \times n</math>                     Where;  <math>T_{LD}</math> = Total amount of Liquidated Damages  <math>V_{UW}</math> = Value of Uncompleted Works (i.e. works not having been completed as of the expiry of the Intended Completion Date but the works completed after the expiry of the Intended Completion Date). <math>V_{UW}</math> shall be calculated by deducting the value of the completed works under the Contract from the total Contract price  <math>P</math> = Percent-rate at which the Liquidated Damages shall be imposed for every day of delay  <math>n</math> = No of days of delay for completion of works under the Contract.</p>
		<p>The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is [insert percentage] percent of the final Contract price of the whole of the Works. [ usually the total amount of liquidated damages shall not exceed ten (10) percent of the final Contract price for the whole of the Works]</p>	<p>The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is 10 (Ten) percent of the final Contract price of the whole of the Works</p>

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

...

ITT Clause	Amendments of, and Supplements to, Clauses in the Particular Condition of Contract		
	GCC Part (not editable)	e-PCC (editable Part)	e-PCC for LGED (recommended)
74.1	The Contractor shall be paid a Bonus calculated at the rate per calendar day <b>if stated in the PCC</b> for each day (less any days for which the Contractor is paid for acceleration) that the Completion of the whole of the Works is earlier than the Intended Completion Date. The Project Manager shall require certifying that the Works are complete, although they may not have fallen due to being complete as per approved updated Programme of Works.	The Bonus for the whole of the Works is <i>[insert percentage]</i> percent of the final Contract price per day. The maximum amount of Bonus for the whole of the Works is <i>[insert percentage]</i> percent of the final Contract price. <i>[if early completion would provide benefits to the PE, this clause should remain, otherwise state "Not Applicable". The bonus is usually numerically equal to the Liquidated Damages]</i>	The Bonus for the whole of the Works is: Not Applicable  The maximum amount of Bonus for the whole of the Works is: Not Applicable
75.1	If so specified in the <b>PCC</b> , the PE shall make advance payment to the Contractor of the amounts and by the dates stated in the <b>PCC</b> against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the PE in an amount equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the	The Advance Payment shall be Tk <i>[insert amount]</i> and shall be paid to the Contractor not later than <i>[insert date]</i> . <i>[for 100 percent GoB funded procurement, advance payments are not recommended unless otherwise specifically decided by the Government. An advance payment, if admissible, shall be made for mobilization, considering the nature of the works. The recommended maximum advance payment is ten (10) percent of the original Contract price against an unconditional Bank Guarantee (Form e-PW3-10.) On the contrary, advance payments may be applicable for procurements under aided projects]</i>	<b>[প্রকল্পে Advance Payment এর Provision না থাকলে]</b> The Advance Payment is: Not Applicable  <b>[প্রকল্পে Advance Payment এর Provision থাকলে]</b> The Advance Payment is: [% উল্লেখ করুন] <i>[Guidance Note: For 100 percent GoB funded procurement, advance payments are not recommended unless otherwise specifically decided by the Government. An advance payment, if admissible, shall be made for mobilization, considering the nature of the works. The recommended maximum advance payment is</i>



## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

...

ITT Clause	Amendments of, and Supplements to, Clauses in the Particular Condition of Contract		
	GCC Part (not editable)	e-PCC (editable Part)	e-PCC for LGED (recommended)
	Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.		<i>ten (10) percent of the original Contract price against an unconditional Bank Guarantee (Form e-PW3A-10.) On the contrary, advance payments may be applicable for procurements under aided projects]</i>
77.2	Plants, Materials or Services to be purchased by the Contractor under the provisions of GCC Sub Clause 77.1 from Nominated Subcontractor(s) or for meeting the other expenditures under the Contract, and for which there shall be included in the Contract price, the actual amounts paid or due to be paid by the Contractor, and a sum for VAT, profit and overhead charges, as applicable, calculated as a percentage of these actual amounts by applying the relevant percentage rate stated in the PCC.	The percentage for adjustment of Provisional Sums is ____% (_____percent) <i>[state none, if not applicable. Usually covers the VAT, profit and overhead costs]</i>	The percentage for adjustment of Provisional Sums is: None
<b>E. Completion of the Contract</b>			
84.1	If “As Built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PCC.	The date by which “ <b>as-built</b> ” drawings are required is <i>[insert date]</i> The date by which operating and maintenance manuals are required is <i>[insert date]</i>	The date by which “as-built” drawings are required is: [প্রয়োজন হলে কাজ সমাপ্তির পরের ৩০/৬০/৯০ দিন উল্লেখ করতে হবে। প্রয়োজন না হলে <b>Not Applicable</b> উল্লেখ করতে হবে।]

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

...

ITT Clause	Amendments of, and Supplements to, Clauses in the Particular Condition of Contract		
	GCC Part (not editable)	e-PCC (editable Part)	e-PCC for LGED (recommended)
			The date by which operating and maintenance manuals are required is: [প্রয়োজন হলে কাজ সমাপ্তির পরের ৩০/৬০/৯০ দিন উল্লেখ করতে হবে। প্রয়োজন না হলে Not Applicable উল্লেখ করতে হবে।]
84.2	If the Contractor does not supply the Drawings and/or Manuals by the dates specified in GCC Sub Clause 84.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold a nominal amount specified in the PCC from payments due to the Contractor.	The amount to be withheld for failing to produce "as-built" drawings and/or operating and maintenance manuals by the date required is Tk. <i>[insert amount]</i> <i>[usually a very nominal amount]</i>	The amount to be withheld for failing to produce "as-built" drawings and/or operating and maintenance manuals by the date required is [Clause ৮৪.১ এ Not Applicable উল্লেখ করা হলে এ স্থলেও Not Applicable উল্লেখ করতে হবে। অন্যথায় Nominal Amount টাকা উল্লেখ করতে হবে।]
<b>F. Termination and Settlement of Disputes</b>			
	If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 89.1 by the Contractor, the Project Manager shall issue a certificate for the value of the Works done and Plant and Materials ordered less advance payments received up to the date of the issue of the certificate and less the amount from percentage to apply to the contract value of	The percentage to apply to the contract value of the works not completed, representing the PE's additional cost for completing the uncompleted Works, is <i>[state percentage]</i> percent. <i>[usually between ten (10) to twenty (20) percent depending on the nature of the Works]</i>	The percentage to apply to the contract value of the works not completed, representing the PE's additional cost for completing the uncompleted Works, is 10 (Ten) percent in normal case; but 20% (Twenty) Percent in case of front loading or if the tender is unbalanced for any reason, .  [চুক্তি করার সময় সাধারণভাবে ১০% ; কিন্তু ফ্রন্ট লোডিং থাকলে কিংবা দরপত্র কোন কারণে ভারসাম্যহীন থাকলে ২০% লিখতে হবে]

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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ITT Clause	Amendments of, and Supplements to, Clauses in the Particular Condition of Contract		
	GCC Part (not editable)	e-PCC (editable Part)	e-PCC for LGED (recommended)
	the works not completed, as indicated in the PCC. If the total amount due to the PE exceeds any payment due to the Contractor, the difference shall be a debt payable to the PE.		
<b>G. Claims, Disputes and Arbitration</b>			
94.2	The Adjudicator named in the PCC is jointly appointed by the parties. In case of disagreement between the parties, the Appointing Authority designated in the PCC shall appoint the Adjudicator within fourteen (14) days of receipt of a request from either party	The Adjudicator jointly appointed by the parties is: Name: Address: Tel No: Fax No: e-mail address: In case of disagreement between the parties, the Appointing Authority for the Adjudicator is the President of the Institution of Project Managers, Bangladesh	<b><u>Tender Document</u></b> <b><u>প্রস্তুতের সময়ঃ</u></b> The Adjudicator will be jointly appointed by the PE and Contractor during contract signing. <b><u>Contract Signing এর সময়ঃ</u></b> The Adjudicator jointly appointed by the parties is: Name: Address: Tel No: Fax No: e-mail address : [যৌথভাবে Adjudicator সিলেক্ট করে তার Details সহ উপরোক্ত তথ্য পূরণ করতে হবে] In case of disagreement between the parties, the Appointing Authority for the Adjudicator is the President of the Institution of Project Managers, Bangladesh.
94.3b	The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of	The arbitration shall be conducted in the place mentioned below; <i>[state name of place with location and district ]</i>	The arbitration shall be conducted in the place mentioned below: <b>Dhaka</b>

দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

## দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

...

ITT Clause	Amendments of, and Supplements to, Clauses in the Particular Condition of Contract		
	GCC Part (not editable)	e-PCC (editable Part)	e-PCC for LGED (recommended)
	Bangladesh as at present in force and in the place shown in the PCC.		

# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন



## দরপত্র মূল্যায়ন প্রতিবেদন (Tender Evaluation Report)

### Technical Evaluation Meeting Minutes

Tender ID :  
Package No :  
Name of Work :

IFT Publication: 1. Newspaper-1 Date:  
2. Newspaper-2 Date:  
3. Newspaper-3 Date:

Approved Estimated Cost :  
Tender Opening Date and Time :  
No of Document Sold :  
No of tender received :

#### Preliminary Examination:

During preliminary examination of all the received tenders, all the members of the TEC checked, scrutinized and found that -- nos e-tenders continue to exist as eligible and – nos e-tenders are not eligible due to reasons stated beside their names (refer to TER 1).

Name of tenderer	Reasons for non-eligible (with ITT clause)
Tenderer-1	

#### Technical Examinations and Responsiveness:

As regards to the technical responsiveness, the members of TEC intensely examined and found that -- nos tenderers complied with the qualification requirements and other required documents and – nos tenderers are non-responsive due to reasons stated beside their names (refer to TER 2 & TER-2A).

Name of tenderer	Reasons for technically non-responsiveness (with ITT clause)
Tenderer-2	

#### Decision:

In back of all the discussions and information the following decision was made in the meeting unanimously:

- (1) The meetings decided to send the Technical Evaluation Report to the **HOPE** for approval.

(Signature) Member Secretary	(Signature) Member	(Signature) Chairperson
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## Tender Evaluation Report 1: Eligibility Report

### ১। Tender Validity:

শুরু হয় দরপত্র দাখিলের শেষ সময় থেকে এবং Tender Validity Period এর মধ্যে NOA ইস্যু করতে হবে। Tender Validity, Tender Data Sheet (TDS) অনুসারে Proposal দিলে Yes, অন্যথায় No সিলেক্ট করতে হবে। e-GP System এ Tender Validity ঠিকাদার কর্তৃক Modify করার সুযোগ না থাকায় সর্বদা Yes সিলেক্ট করতে হবে।

### ২। Tender Security:

Tender Security, Tender Notice এ উদ্ধৃত Amount এর সমপরিমাণ দিয়েছে কি না, সঠিক Format এ দিয়েছে কি না এবং Tender Security এর মেয়াদ Tender Validity Period থেকে কমপক্ষে ২৮ দিন বেশি দিয়েছে কি না তা যাচাই করতে হবে। সঠিক থাকলে Yes, অন্যথায় No সিলেক্ট করতে হবে।

### ৩। Subcontractor's Information given or not

দরপত্র দলিলে Subcontractor এর Provision থাকলে এবং দরদাতা Subcontractor এর Proposal দিলে Yes, অন্যথায় No সিলেক্ট করতে হবে।

দরপত্র দলিলে Subcontractor এর Provision না থাকলে NA সিলেক্ট করতে হবে।

### ৪। Tender Contents

Tender Contents বলতে Tender Submission Letter, Tenderer Information, the priced Bill of Quantities, Tender Security, Written confirmation authorizing the signatory of the Tenderer including national ID, Valid Trade license, Documentary evidence of Tax Identification Number (TIN) and Value Added Tax (VAT), Technical Proposal describing work plan & method, personnel, equipment and schedules, Tenderer's eligibility and the minimum qualifications, Documents establishing legal and financial autonomy and compliance with commercial law এবং TDS এর ITT Clause 25.1 এ অতিরিক্ত কোন document উল্লেখ থাকলে সবগুলোর সমষ্টিকে বুঝায়। এসব তথ্য দিলে Yes, তথ্য না দিলে No সিলেক্ট করতে হবে।

### ৫। Tenderer Information

Tenderer information form সমূহ Submit করলে Yes অন্যথায় No সিলেক্ট করতে হবে।

# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন



## ৬। Eligibility Declarations

Tenderer “Tender Submission Letter” এর মাধ্যমে Eligibility Declarations প্রদান করে। Eligibility Declarations করলে Yes, না করলে No সিলেক্ট করতে হবে।

## ৭। Trade license or Equivalent

Valid Trade license দিলে Yes, না দিলে No সিলেক্ট করতে হবে।

## ৮। Taxation Obligations Documents or Equivalent

Tax Identification Number (TIN) and Value Added Tax (VAT) এর Documentary evidence দিয়েছে কি না- দিলে Yes, তথ্য না দিলে No সিলেক্ট করতে হবে।

## ৯। Legal Capacity

Tenderer “Tender Submission Letter” এর মাধ্যমে Legal Capacity আছে কিনা তার ঘোষণা প্রদান করে। Tender Submission Letter এ এরূপ ঘোষণা থাকলে Yes, না থাকলে No সিলেক্ট করতে হবে।

e-GP System এ Tender Submission Letter দরদাতা কর্তৃক Modify করার সুযোগ না থাকায় সর্বদা Yes সিলেক্ট করতে হবে।

## ১০। Litigation History

দরদাতা Tender Forms এর Litigation History অংশটুকু পূরন করে Submit করলে Yes অন্যথায় No সিলেক্ট করতে হবে।

কতিপয় টেন্ডার ডকুমেন্টে (e-PW2a ও e-PW2b) এ সংক্রান্ত কোন Tender Forms নেই। সে ক্ষেত্রে N/A সিলেক্ট করতে হবে।

## ১১। Solvency

Tenderer “Tender Submission Letter” এর মাধ্যমে Solvent কিনা তার ঘোষণা প্রদান করে। Tender Submission Letter এ এরূপ ঘোষণা থাকলে Yes, না থাকলে No সিলেক্ট করতে হবে।

e-GP System এ Tender Submission Letter দরদাতা কর্তৃক Modify করার সুযোগ না থাকায় সর্বদা Yes সিলেক্ট করতে হবে।

## ১২। Country of Origin

Tender Data sheet এর সংশ্লিষ্ট ITT Clause এ যে সকল দেশকে (সাধারণত Israel) ineligible বলা হয় উক্ত দেশ থেকে কোন দরদাতা বা উক্ত দেশের কোন Material কে Proposal দিলে No সিলেক্ট করতে হবে অন্যথায় Yes সিলেক্ট করতে হবে।

# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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## ১৩। Authorization Letter confirming the signatory of the Tenderer from Organization

দরপত্রের সামগ্রিক কার্যক্রম (signatory) পরিচালনার জন্য ব্যবসায়িক প্রতিষ্ঠান কর্তৃক একজনকে Authorize করে Authorization Letter দিয়েছে কি না- দিলে Yes, না দিলে No সিলেক্ট করতে হবে।

## ১৪। Accepted in preliminary Evaluation

উপর্যুক্ত ১-১৩ নং Criteria বিবেচনায় গ্রহনযোগ্য বিবেচিত হলে Yes , না হলে No সিলেক্ট করতে হবে।

নোটঃ উল্লেখ্য e-GP System এ Tender Evaluation Report 1: Eligibility Report এ কোন দরদাতাকে বাদ দেয়ার সুযোগ নেই। পরবর্তীতে Tender Evaluation Report 2 - Technical Responsiveness Report অংশ পূরন করে দরদাতাকে Responsive/Non-Responsive করতে হবে।“



# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন



## System generated Tender Evaluation Report 1: Eligibility Report

Approval Status	Budget Type		Official Estimates
Approved	Development		Approved
Criteria	DAS-TANMAY-AKHIJV	Dolly Construction Ltd.	MRT-MME-JV
Tender Validity	Yes	Yes	Yes
Tender Security	Yes	Yes	Yes
JVCA Partner's Information given or not (If any)	Yes	NA	Yes
Joint Venture Agreement	Yes	NA	Yes
Subcontractor's Information given or not (If any)	NA	NA	NA
Tender Contents	Yes	Yes	Yes
Tenderer Information	Yes	Yes	Yes
Eligibility Declarations	Yes	Yes	Yes
Trade license or Equivalent	Yes	Yes	Yes
Taxation Obligations Documents or Equivalent	Yes	Yes	Yes
Legal Capacity	Yes	Yes	Yes
Litigation History	Yes	Yes	Yes
Solvency	Yes	Yes	Yes
Country of Origin	Yes	Yes	Yes
Authorization Letter confirming the signatory of the Tenderer from Organization	Yes	Yes	Yes
Accepted in preliminary Evaluation	Yes	Yes	Yes

The Evaluation Committee certifies that the examination and evaluation has followed the requirements of the Act, the Rules made there under 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.

**TEC Members**

**TEC Members**

## Tender Evaluation Report 2 - Technical Responsiveness Report

### ১. Tenderer's Experience

দরপত্রদাতার Experience বলতে Similar Experience (একই ধরনের সরকারি কাজের অভিজ্ঞতা) এবং General Experience (যে কোন সরকারি কাজের অভিজ্ঞতা) কে বুঝায়। কোন দরপত্রদাতা কর্তৃক Tender Data Sheet এর ITT Clause 15.1 (a) তে চাহিত General Experience এবং ITT Clause 15.1 (b) তে চাহিত Similar Experience এর ন্যূনতম অভিজ্ঞতা পূরণ হলে Yes, অন্যথায় No সিলেক্ট করতে হবে।

### ২. Turnover

Turnover বলতে কোন ঠিকাদার কর্তৃক কৃত কাজের বিপরীতে প্রাপ্ত Payment কে বুঝায়। কোন দরপত্রদাতা কর্তৃক Tender Data Sheet এর ITT Clause 16.1 (a) তে চাহিত Turnover এর ন্যূনতম পরিমাণ পূরণ হলে Yes, অন্যথায় No সিলেক্ট করতে হবে।

### ৩. Liquid Asset

Liquid Asset হিসেবে Supporting documents হিসেবে নিম্নোক্ত যেকোন ১টি বা একাধিক ফরমেটে দেয়া যায়।

**Working capital:** authenticated by Audit Report not earlier than FY 2017-18. [if the tender submission date is within November than please mention the previous Financial year i.e. FY 2016-17.]

**Credit line:** authenticated by any scheduled bank shall be furnished unconditional credit line without alteration in accordance with the format as specified in the Form PW3A-7 (Attached to Section 8).

**Credit facilities:** authenticated by credit sanctioned letter and bank statement of the credit account issued not earlier than 28 days prior to the day of the original deadline for submission of Tenders for this Contract.

**Bank Balance:** authenticated by bank statement having day-end closing balance from any scheduled bank issued not earlier than 28 days prior to the day of the original deadline for submission of Tenders for this Contract.

নির্দিষ্ট ফরমেটে Liquid Asset দাখিল করা হলে Yes, অন্যথায় No সিলেক্ট করতে হবে।

### ৪. Conformity of the Scheduled of Requirements

# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন



দরপত্র দলিলের Scheduled of Requirements BOQ ও Drawing দ্বারা নির্ধারন করা হয়। ঠিকাদার ডকুমেন্টে উল্লেখিত BOQ ও Drawing এর বিষয়ে কোন আলাদা observation/proposal না দিলে Yes, অন্যথায় No সিলেক্ট করতে হবে।

## ৫. Eligibility and Conformity of Materials, Equipment and Services

দরপত্র দলিলের TDS এর Eligible Countries এর তালিকায় যে সকল দেশকে Not Eligible হিসেবে Declare করা হয়েছে, তারা ভিন্ন অন্য দেশ থেকে Proposal পাওয়া গেলে Yes, অন্যথায় No সিলেক্ট করতে হবে।

## ৬. Adequacy of Technical Proposal

ITT Clause 30 অনুসারে Tenderer shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in TDS, in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work requirements and the completion time.

এ ক্ষেত্রে ঠিকাদারের দাখিলকৃত Technical Proposal সঠিক থাকলে equipment, personnel দরপত্রের শর্ত মোতাবেক দাখিল করলে গ্রহনযোগ্য Work plan দাখিল করলে Yes, অন্যথায় No সিলেক্ট করতে হবে।

## ৭. Tenderer's Qualification

উপরোক্ত ৬ টি ক্ষেত্রে “Yes” হলে, দরপত্রদাতার “Tender Capacity” থাকলে এবং দরপত্রদাতা “Debar” না থাকলে “Yes” হবে, অন্যথায় “No” হবে।

বর্ণিত ৭ টি কলামের কোথাও “No” সিলেক্ট করা হলে উক্ত “No” হওয়ার কারন সংশ্লিষ্ট ITT Clause এর Reference সহ TEC Minutes এ উল্লেখ করতে হবে।

## Note:

e-GP System এ Tender Evaluation Report 2 - Technical Responsiveness Report পূরণ করার পূর্বে অত্রসাথ সংযুক্ত Technical Evaluation of Tenderer (TER-2A) পূরণ করে নিতে হবে এবং উক্ত TER-2A, TEC Minutes এর সাথে সংযুক্ত করতে হবে।

# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

## Tender Evaluation Report 2 - Technical Responsiveness Report



### Tender/Proposal Detail

Tender/Proposal ID :	214956	Invitation Reference No. :	APP ID : 117759
Closing Date and Time :	30-Aug-2018 13:00	Opening Date and Time :	30-Aug-2018 13:00
Procuring Entity :	Office of the Executive Engineer, LGED, Patuakhali		
Brief :	Construction of 45m PC Girder Bridge at Ch. 3500m on Patua Hat - Dhankhali UPC Road at Kalapara Upazila under Patuakhali District.		
Tender/Proposal Status :	<b>Approved</b>		



### Technical Responsiveness Report

Ministry Name :	Ministry of Local Government, Rural Development and Co-operatives	Division Name :	Local Government Division
Organization/Agency Name :	Local Government Engineering Department (LGED)	Procuring Entity :	Office of the Executive Engineer, LGED, Patuakhali
Tender Package No. and Description :	PD/C/BU/RPM/392 & Construction of 45m PC Girder Bridge at Ch. 3500m on Patua Hat - Dhankhali UPC Road at Kalapara Upazila under Patuakhali District.		
Lot No. and Description :	Single & Construction of 45m PC Girder Bridge at Ch. 3500m on Patua Hat - Dhankhali UPC Road at Kalapara Upazila under Patuakhali District.		

Procurement Data	Procurement Type	Procurement Method
	NCT	One stage Two Envelopes Tendering Method

Procurement Plan	Approval Status	Budget Type	Approval Status of Official Estimates
	Approved	Development	Approved

Criteria	Name of Tenderer/Consultant	Tenderer's Qualification	Tenderer's Experience	Turnover	Liquid Asset	Conformity of the Scheduled of Requirements	Eligibility and Conformity of Materials, Equipments and Services	Adequacy of Technical Proposal	Evaluation Status
M/S Quashem Construction - MIS Palli Surs (JV)		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Technically Responsive
M/S Amir Engineering Corporation		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Technically Responsive

The Evaluation Committee certifies that the examination and evaluation has followed the requirements of the Act, the Rules made there under 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

# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

Form No. TER 2A



Government of the People's Republic of Bangladesh  
Local Government Engineering Department

District: .....

[www.lged.gov.bd](http://www.lged.gov.bd)

## Technical Evaluation Report

Name of Upazila: .....

Tender Package No.: .....

Tender Package Description: .....

Tender ID No.: .....

Official Estimated Cost BDT: .....

Tender Publication Date in the website: 15-01-2019 *Example*

Tender Submission Date: 05-02-2019 *Example*

Table TER 2A-1

Sl. No.	Name of Tenderer and their particulars		General Experience [ITT Clause No. 15.1(a)]		Similar Works Experience [ITT Clause No.15.1 (b)]				Annual Construction Turnover (AACT) [ITT Clause No.16.1(a)]								
			Years	Comments	Amount (Lac Tk.)	Date of Completion	Other Requirements, if any	Comments	Year 1 (Partial) (5 yrs back from IFT Publication in the website to June 30) (Example: Jan. 15, 2014 to Jun. 30, 2014)	Year 2 (Example: July 1, 2014 to Jun. 30, 2015)	Year 3 (Example: July 1, 2015 to Jun. 30, 2016)	Year 4 (Example: July 1, 2016 to Jun. 30, 2017)	Year 5 (Example: July 1, 2017 to Jun. 30, 2018)	Year 6 (Partial) (July 1 to Tender Submission Dt.) Example: July 1 to Feb. 5, 2019	Average	Comments	
1	2	3	4	5	6	7	8	9	10							11	
	Minimum Requirements (As per TDS)		5.00		370.00	17-01-2013	NA	-								600.00	-
1	M/S A & B JV	JV	5	Comply	1620.65		NA	Comply	590.00	470.00	738.00	1140.00	470.00	403.00	635.17	Comply	
	M/S A	Lead Partner	5	Comply	1620.65	15-01-2014	NA	Comply	245.00	235.00	469.00	570.00	235.00	358.00	352.00	Comply	
	M/S B	Other Partner	5	Comply	-	-	NA	-	345.00	235.00	269.00	570.00	235.00	45.00	283.17	Comply	
2	Noona Traders	Single Entity	5	Comply	500.00	20-03-2017	NA	Comply	700.00	690.00	589.00	600.00	567.00	500.00	607.67	Comply	

Table TER 2A-2

Sl. No.	Name of Tenderer and their particulars		Liquid Asset [ITT Clause No.16.1(b)]			Tender Capacity [ITT Clause No.16.1(d)]		Personnel Capacity [ITT Clause No.17.1]			Equipments Capacity [ITT Clause No.18.1]			Technical Proposal [ITT Clause No. 30.1]		Over all Comments Based on All the
			Amount (Lac Tk.)	Type of Instrument	Comments	Amount (Lac Tk.)	Comments	No. of Category	Nos of Personnel	Comments	No. of Items	Nos of Equipments	Comments (reason if not comply)	Submission Status	Comments (reason if not Acceptable)	
1	2	3	12	13	14	15	16	17	18	19	20	21	22	23	24	25
	Minimum Requirements (As per TDS)		123.00	WC/BB/CC/CF*	-	500.00	-	5 nos	15	-	10	30	-	23	24	-
1	M/S A & B JV	JV	246.00		Comply	15747.58	Comply	5.00	20.00	Comply	10.00	30.00	Comply	Submitted	Acceptable	Responsive
	M/S A	Lead Partner	123.00	WC	Comply	14954.04	Comply	-	-	-	-	-	-	-	-	
	M/S B	Other Partner	123.00	BB	Comply	793.54	Comply	-	-	-	-	-	-	-	-	
2	Noona Traders	Single Entity	200.00	CF	Comply	600.00	Comply	5.00	13.00	Not Comply	10.00	30.00	Comply	Submitted	Not Acceptable, because does not submit any work plan.	Non Responsive

\* WC-Working Capital, BB-Bank Balance, CC-Credit Commitment, CF-Credit Facilities

(Signature)  
Member Secretary of TEC

(Signature)  
Member of TEC

(Signature)  
Chairperson of TEC

দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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## Evaluation Meeting Minutes & Recommendation for Awards

IFT Publication: 1. Newspaper-1 Date:  
2. Newspaper-2 Date:  
3. Newspaper-3 Date:  
Tender ID :  
Package No :  
Name of Work :  
Approved Estimated Cost :  
Tender Opening Date and Time :  
No of Document Sold :  
No of tender received :

### Financial evaluation and price comparison

After completion of technical evaluation, the evaluation report was forwarded to the approving authority. The Technical Evaluation report has been approved on 27/09/18 by the approving authority. In order to determine the lowest evaluated tender, the members of TEC followed the system generated financial evaluation and price comparison among the substantially responsive tenders. It has been observed that the e-GP system selected e-tender submitted by lowest evaluated *Tenderer-3 (Name and Address of Tenderer)* at their quoted total Tender Price BDT: --- (---% Less/Above than official estimated cost) and ranked as L1 (refer to TER 3 & Detail Evaluation Sheet wrt Official Rate). *(In case above please specify the justification and attached the required document for those justification)*

### Post-qualification of the Tender

Thereafter TEC carried out post qualification of the system selected lowest evaluated tenderer and found qualified. Following that e-GP system finally selected and recommended for award tenderer *(Name and Address of Tenderer)* (refer to TER 4 & Post-Qualification Report).

### **Decision:**

In back of all the discussions and information the following decision was made in the meeting unanimously:

- (1) The committee recommends to accept e-tender submitted by responsive lowest evaluated tenderer *Tenderer-3 (Name and Address of Tenderer)* at their quoted total Tender Price BDT: --- (In Word) only.
- (2) *{In the opinion of TEC, it is found that the Tender is significantly below the updated official estimated price/unbalanced as a result of front loading}*<sup>2</sup>. Thereby TEC recommended that performance security shall be set ---% including additional -----% of the contract price as per rules 27(2) of PPR-2008 and ITT Clause No. 49.7 & 58.1

- (3) The meetings decided to send the Tender Evaluation Report to the approving authority.

(Signature) Member Secretary	(Signature) Member	(Signature) Chairperson
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<sup>2</sup> প্রকৃত অবস্থা বিশ্লেষণ করে মূল্যায়ন কমিটি তার মতামত লিপিবদ্ধ করবেন।

# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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## System Generated TER-3 (Financial Evaluation and Price Comparison)

**Tender/Proposal Detail**

Tender/Proposal ID: 133948  
 Closing Date and Time: 07-Dec-2017 13:00  
 Procuring Entity: Office of the Executive Engineer, LCED, Paluahalli  
 Brief: Improvement of Chaplabazar Market (USJD ID: Y2M0004) under Kalagara Paluahalli  
 Tender/Proposal Status: **Approved**

**Financial Evaluation and Price Comparison**

Ministry Name: Ministry of Local Government, Rural Development and Co-operatives  
 Organization/Agency Name: Local Government Engineering Department (LCED)  
 Tender Package No. and Description: W-PRNUA/Kalagara-MC-17-12 & Improvement of Chaplabazar Market (USJD ID: Y2M0004) under Kalagara Paluahalli  
 Lot No. and Description: Single Lot & Improvement of Chaplabazar Market (USJD ID: Y2M0004) under Kalagara Paluahalli

**Procurement Data**

Procurement Type: NCT  
 Procurement Method: Open Tendering Method

**Procurement Plan**

Approval Status: Approved  
 Budget Type: Development  
 Approval Status of Official Estimates: Approved

**Price Evaluation %>**

Rank	Name of Tender	Official Est Cost	Quoted Amount (in BDT)	Deviation Amount	% of Deviation
L1	MC Giusuddin (Winner)	9627812.000	8310171.250	1317640.750	13.686
L2	NIS Palli Sore	9627812.000	8802402.282	725409.718	7.535
L3	NIS Sheingau Sarkar	9627812.000	9608843.188	18688.814	0.197
L4	NSE/NTE (JV)	9627812.000	11120383.192	-1492551.192	-15.503

**Evaluation Report Footer**

EN 4:11 PM 07-Nov-18

# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

## RSEPS Generated Price Comparison Report

Sheet-A

### DETAIL EVALUATION SHEET (W.R.T. OFFICIAL RATE)

District : PATUAKHALI  
 Tender No : 08/2018-19  
 Name of the Contract : (A) Rehabilitation of Bansbaria UPC - Bansbaria Launch Ghat Road at Ch. 0.00m - 2150m Dashmina Upazila, ID No. 578523017  
 Upazila : DASHMINA  
 Contract ID No : FDR/Pat/17-18/UNR/W02&UZR/W03  
 ID No. 578523017

Estimated Cost : Tk. 31798666.36  
 PART-A Rehabilitation of Bansbaria UPC - Bansbaria Launch Ghat Road at Ch. 0.00m - 2150m Dashmina Upazila, ID No. 578523017

(B) Rehabilitation of hanglar hat RHD - Gachani GC road from Ch. 0.00m -1900 m Dashmina Upaila, ID No. 578522002

SL No	Item Code	Description	Unit	Quantity	Official Unit Rate (5 x 6)	Amount (5 x 6)	M/S Abul Kalam Azad			Amount Less Part C&F (5 x 8)
							Quoted Rate	Corrected/Revised Rate	Above/Below Part C&F	
01	2.02.2.01	EPW(4E): Earth filling work with specified soil in any type of embankment, ...	cum	3423.990	151.61	516070.72	150.00			513601.92
02	3.01.4.2	EC&SC(450mm): Earth work in box-cutting on road crest up to 450mm depth, m...	sqm	2563.200	71.11	182269.15	80.00			206058.56
03	3.02.1.3	Filling the road bed in the improved sub-grade with locally available sand ...	cum	384.480	579.69	222879.21	700.00			269136.38
04	3.03.3.1	SUBC(FM-015): Providing compacted aggregate sand sub-base course with 38mm	cum	384.480	2960.00	1138660.80	3200.00			1263784.38
05	3.04.1.1	PREE(75mm): Labour charge for picking up the existing brick on end edging [...]	m	3943.600	6.11	23984.40	6.00			23985.44
06	3.04.3.2	EE(125mm): Brick on end edging (125mm across) with 1st class/plexed bricks ...	m	4272.000	171.08	729853.76	190.00			811684.27
07	3.10.01.2	HPPMK: Preparation of hard bed by scarifying and loosening of existing top ...	sqm	7903.200	24.50	193628.40	25.00			197587.90
08	3.10.02	S8: Providing and applying sand binding with sand of minimum FM 0.80 @0.00...	sqm	3563.100	4.36	15535.12	4.00			14755.96
09	3.05.1.3	S&S&C: Supplying and spreading 1st class and picked brick chips (L&A) value ...	cum	1128.624	3414.31	3853472.21	3800.00			428872.33
10	3.05.2.3	B&S&C: Labour charge for breaking and spreading 1st class & picked brick ch...	cum	102.320	261.80	26787.38	260.00			26603.30
11	3.05.6	CWB&C(S&M): Labour charge for compacted W&B base course with crusher run ag...	cum	925.520	298.49	277183.58	330.00			305422.53
12	3.06.1.1	PCHD@1.2: Providing Prime coat @1.2 liter/sqm with out back bitumen to be p...	sqm	9947.000	103.97	1034189.59	100.00			994709.95
13	3.06.5.2	40mmDC: Providing 40mm thick (minimum) compacted premixed bituminous surf...	sqm	9947.000	702.69	6989657.43	730.00			7261319.95
14	3.07.3.3	RCC-30&C&R(RW): Providing and laying reinforced, dove jointed, cement conc...	cum	117.600	12029.23	1414637.45	12000.00			1411200.12

Tender No : 02/2018-19, 217469

Page 1 of 3





# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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[শুধুমাত্র Lowest Evaluated Tenderer এর Post Qualification করতে হবে]

## Post-Qualification Report

### Name of the Tenderer:

Tender ID	:	
Contract Package No	:	
Contract Package Details	:	

<b>1. Details of Post Qualification</b>		
<b>i. Rate Analysis</b>		
Quoted Price:	:	
(in words)	:	
% Less/above (from Official estimated cost)	:	
Front Loading Observed:	:	Yes/No
Unbalanced Tender	:	Yes/No
<b>ii. Document Verification</b>		
Current Debarment Status:	:	Debarred/Not Debarred
(Note: If the Tenderer is found Debarred at this stage, then he will be considered as disqualified. No document verification will be required further.)		
Document for Similar Experience:	:	Verified and found Authentic
Documents for Average Annual Construction Turnover	:	Verified and found Authentic
Documents for Liquid Asset:	:	Verified and found Authentic
Information Provided for Personnel	:	Verified and found ok
Information Provided for Equipment	:	Verified and found ok
<b>III. Check for Combined Evaluation</b>		
সর্বনিম্ন দরদাতা একই সময়ে অন্য কোন কাজে ঠিকাদার হিসেবে নির্বাচিত হয়ে থাকলে Qualification Criteriaতে বর্ণিত General and Specific Experience ব্যতিত অন্য সকল ক্রাইটেরিয়াতে সম্মিলিতভাবে যোগ্য কিনা সেবিষয়ে বিস্তারিত উল্লেখ করতে হবে।		
<b>IV. Site Visit/Physical Verification Details</b>		
(Applicable only If any kind of site visit/ tenderers premise visit required or, If any tenderer is invited for physical verification or presentation on personnel, equipment and Technical Proposal, agreed Document shall be attached )		

Signature Member Secretary, TEC	Signature Member, TEC	Signature Chairperson, TEC
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দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

# দরপত্র দলিল প্রস্তুত ও মূল্যায়ন গাইডলাইন

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[Note:

- ✓ The proposed personnel may be invited for interview with their certificates (i.e. B.Sc./Dip, Voter ID, Experiences). If the personnel are found below standard then tenderer may be requested for replacement of personnel.
- ✓ The proposed equipment's ownership documents, Blue book, specification and capacity shall be verified. If it is rented the "Rental Agreement" on non-judicial stamp is needed.
- ✓ The final version of Technical Proposal ( ITT 30.1) shall be part of the contract
- ✓ During verification, If any of the above documents found fake, then the tenderer will be disqualified and PE will proceed for debarment action for that tenderer.
- ✓ All verified documents and minutes and or agreed documents must attach with the report]