

PROCUREMENT POLICY-2012



RURAL POWER COMPANY LIMITED

House No.: 19, Road No.: 1/B, Sector No.: 9

Uttara Model Town, Dhaka-1230

Bangladesh

Procurement Policy of RPCL

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03/03/2012

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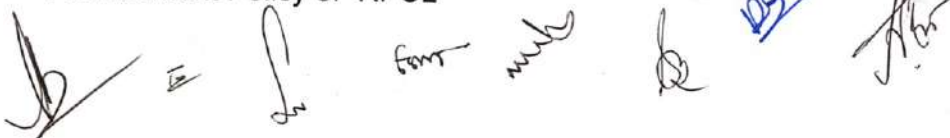
RURAL POWER COMPANY LTD.

Procurement Policy of Rural Power Company Ltd. (PPRPCL)

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BACKGROUND

Rural Power Company Limited (henceforward referred to as "RPCL") is a public limited Company, registered with Registration # C27624 (1470) / 94 no.1 in joint stock company and incorporated in the year 1994 under companies act, 1913 with its Corporate Head Office located at House #19, Road # 1/B, Sector # 9, Uttara Model Town, Dhaka -1230, Bangladesh and its permitted successors and assigns.

RPCL is engaged in Power Generation under the Policy of Government of the Peoples Republic of Bangladesh. RPCL is a company formed under the Companies Act, 1994 and using its own fund for development of new projects and procurement of different goods, works and services for its smooth operation and maintenance purposes.


It has become imperative that a Procurement Policy for RPCL to be developed. In this context, considering the various aspects like nature and type of organization, nature of business, product, existing Govt. rules & regulations etc., a comprehensive Procurement Policy for RPCL (henceforward referred to as "PPRPCL") has been formulated and approved by the Board of Directors of RPC and it will come to the effect as decided by the Board.

SCOPE OF THE POLICY:

RPCL is a public limited company owned by the REB/PBSs. As per the Memorandum & Articles of Association of RPCL, the owners of the Company have vested 100% financial and administrative authority to the Board of Directors of RPCL but at the core, in some cases, it has ties to some government rules and regulations. Under such circumstances, a customized procurement policy has been developed which consists of following basic issues:

- All the employees, advisors and experts appointed by RPCL who will deal with purchase specifically involved with funds and revenue must be guided by this policy to make the process most transparent.
- The Procurement Policy needs to be related to the broader guidelines of PPR 2008.

Procurement Policy of RPCL



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- The Policy must have sufficient flexibility to fulfill the requirement of RPCL as an efficient Power Producer in the competitive scenario.
- The Policy must have flexibility to handle future procurement of the organization, as it is not possible to develop and adapt such policy every year.

OBJECTIVES:

The Procurement Policy is developed to attain the following objectives:

- ♦ To encourage purposeful procurement using freedom of choice.
- ♦ To avoid bias and discrimination.
- ♦ To promote optimum use of resources, to minimize cost and wastage.
- ♦ To save time and money in procurement.
- ♦ To reduce paper work, avoid unnecessary complications, and use automation.
- ♦ To make the processes transparent, efficient and effective.

AMENDMENT TO THE POLICY:

The procedure for amendment of the Procurement Policy is as follows:

- (a) The Board of Directors or a committee approved by the same shall have the authority to modify this Policy in part or whole of it.
- (b) The Board of Directors may authorize the Managing Director on the following issues:
 1. To redefine the procurement parameters and/or variables, where required.
 2. To summarize the decision-making and analysis process to save time without violating the objectives and code of ethics.

AUTOMATION OF PROCUREMENT PROCESS:

The management shall take necessary steps for automation of the procurement process in such a way that minimal manual inputs are required but it will be transparent in all respect.



RURAL POWER COMPANY LTD.

Procurement Policy of Rural Power Company Ltd. (PPRPCL)-2012

In exercise of powers conferred under the Memorandum of Association and Article of Association of Rural Power Company Ltd. , the board of RPCL is pleased to make the following Procurement Policy, 2012.

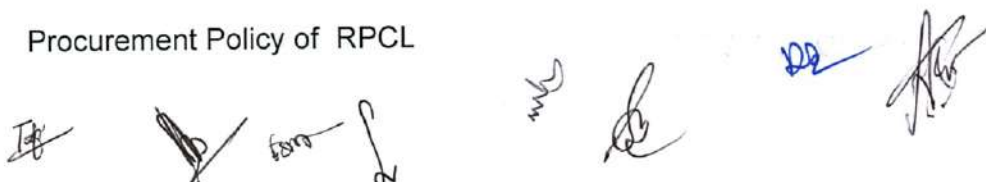
CHAPTER – 1

1.00 SHORT TITLE AND COMMENCEMENT:

- 1.01 This Procurement Policy may be called the "Procurement Policy of Rural Power Company Ltd" (PPRPCL).
- 1.02 It shall come into force as soon as it is approved by the Board of Directors of the RPCL and its publication.
- 1.03 The Board of Directors of RPCL may change or amend this Procurement Policy from time to time as and when it is required.

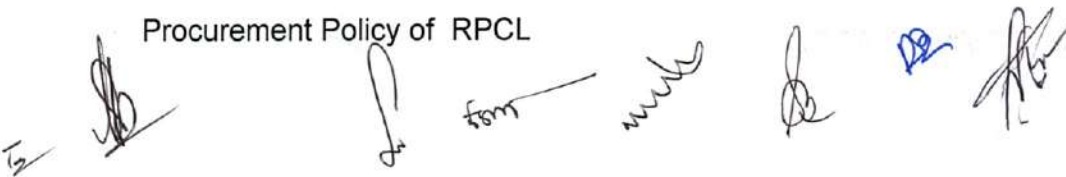
2.00 DEFINITIONS: In these Clauses, unless there is anything repugnant to the subject or context-

- 2.01 "**Administrative Authority**" means the concerned Procuring Entity;
- 2.02 "**Advertisement**" means an advertisement published under Clause 8.00 of this Policy in newspapers, websites or any other mass media for the purposes of wide publicity;
- 2.03 "**Applicant**" means a Person who seeks to become enlisted under the Limited Tendering Method or to be pre-qualified in response to an Invitation for Pre-Qualification or to be short-listed in response to a request for Expression of Interest under this policy;
- 2.04 "**Approving Authority**" means the authority which, in accordance with the Delegation of Financial Powers, approves the award of contract for the Procurement of Goods, Works or Services;



- 2.05 "Code of Ethics"** means the set of conditions and provisions which a Person shall abide while participating in Procurement process;
- 2.06 "Company"** means Rural Power Company Limited (RPCL), a public limited Company, registered with Registration # C27624 (1470) / 94 no.1 in joint stock company and incorporated in the year 1994 under companies act, 1913 with its Corporate Head Office located at House : #19, Road :# 1/B, Sector-9, Uttara Model Town, Dhaka -1230, Bangladesh and its permitted successors and assigns;
- 2.07 "Completion Date"** is the date of completion of the Works/Projects as certified by the Procuring Entity/Executing Authority;
- 2.08 "Consultant"** means a Person under contract with a Procuring Entity for providing intellectual and professional services inclusive of Planning, Design, Installation and Commissioning;
- 2.09 "Contractor"** means a Person under contract with a Procuring Entity for the execution of any Works assigned thereof;
- 2.10 "Contract Price"** is the price stated in the Notification of Award and thereafter as adjusted in accordance with the provisions of the Contract.
- 2.11 "CPTU"** means the Central Procurement Technical Unit, established by the Implementation Monitoring and Evaluation Division of the Ministry of Planning, for carrying out the purposes of the Public Procurement Acts and Rules;
- 2.12 "Days"** means calendar days unless otherwise specified as working days;
- 2.13 "Defect"** is any part of the Works not done or not completed in accordance with the Contract;
- 2.14 "Defects Correction Certificate"** is the certificate issued by Executing Authority upon correction of defects by the Contractor;

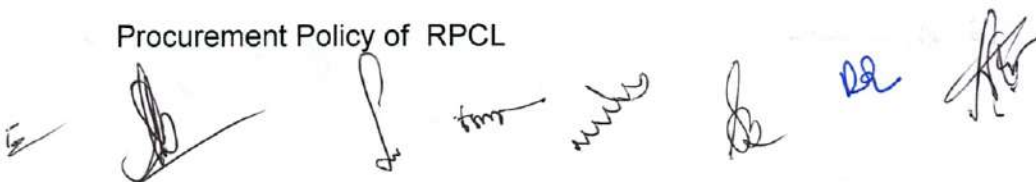
- 2.15 "Defects Liability Period"** is the period mentioned in the Contract and calculated from the Completion Date to make good of the defects and liabilities within the warranty period;
- 2.16 "Delegation of Financial Powers (DoFP)"** means the instructions with regard to the delegation of financial authority, issued by the Board from time to time, relating to the conduct of Procurement or sub-delegation of financial powers under such delegation;
- 2.17 "Engineer-in-Charge"** is the person named in the Contract or any other competent person appointed by the Procuring Entity and notified to the Contractor who is responsible for supervising the execution of the Works and administering the Contract;
- 2.18 "Evaluation Committee"** means a Tender or a Proposal Evaluation Committee to be formed by the Competent Authority before opening of Tender;
- 2.19 "Evaluation Report"** means the report prepared after the evaluation of such Tenders, Quotations, Expressions of Interest or Proposals etc to be submitted by TEC or PEC;
- 2.20 "Force Majeure"** means an event or situation beyond the control of the Contractor, a Supplier or Consultant that is not foreseeable, is unavoidable, and that originates not due to negligence or lack of care on the part of the Contractor; such events may include, but not be limited to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes etc;
- 2.21 "Goods"** means raw materials, products and equipment and objects in solid, liquid or gaseous form, electricity, and related Services if the value of such Services does not exceed that of the Goods themselves;
- 2.22 "Head of the Procuring Entity"** means the Chief Executive Officer of the Company, by whatever designation it is called;



- 2.23 "Intellectual and Professional Services"** means Services performed by Consultants with output of advisory, design, supervision or transfer of a know-how nature;
- 2.24 "Intended Completion Date"** is the date on which it is intended that the Contractor shall complete the Works as specified in the Contract and may be revised only by the Engineer-in-Charge / Procuring Entity by issuing an extension of time or an acceleration order as per DoFP;
- 2.25 "Opening Committee"** means a Tender Opening Committee (TOC) or a Proposal Opening Committee (POC) constituted under **Clause 15.00**;
- 2.26 "Person"** means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society that wishes to participate in Procurement proceedings;
- 2.27 "Physical Services"** means the following services with measurable outputs, either-
- (a) related to the supply of Goods or execution of Works such as operation and maintenance of facilities or plant, surveys, exploratory drilling, or
 - (b) any expertise service;
 - (c) stand-alone service type contracts such as security services, catering Services, geological Services, third party Services, etc ;
- 2.28 "Pre-Qualification"** means a procedure for demonstrating qualifications as a pre-condition for being invited to Tender;
- 2.29 "Procurement"** means the purchasing or hiring of Goods, or acquisition of Goods, and the execution of Works and purchasing or hiring of Services by any contractual means;
- 2.30 "Procuring Entity"** means a Procuring Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services;
- 2.31 "Public funds"** means any funds allocated to a Procuring Entity under Government budget, or loan, grants and credits placed at the disposal of a Procuring Entity through the Government by the development partners or foreign states or organisations

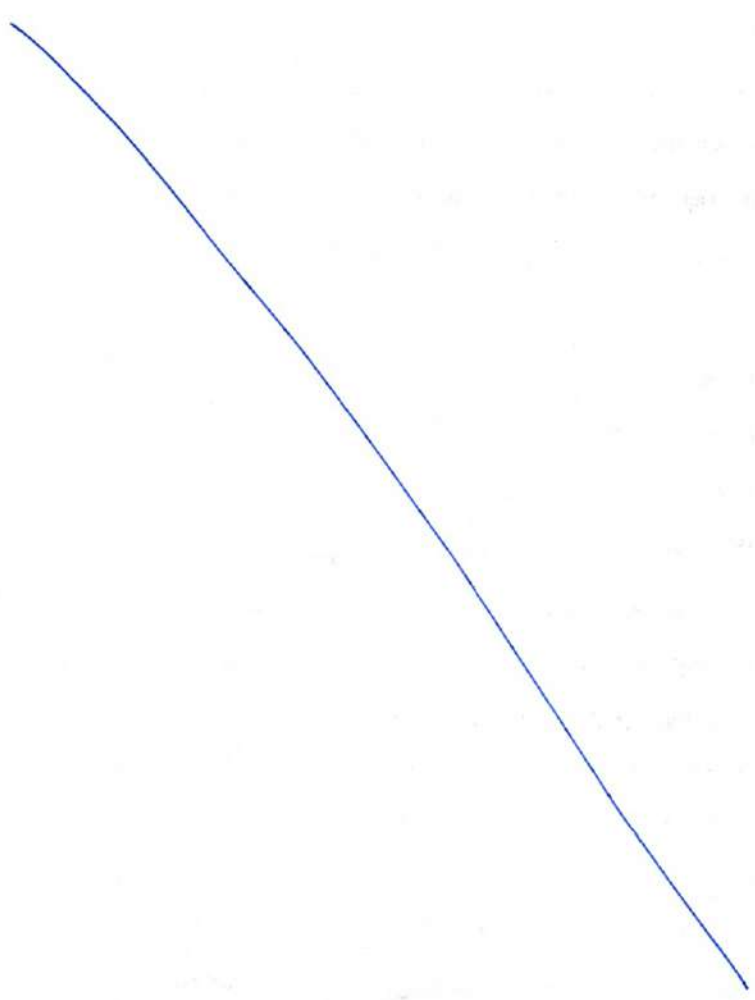


- 2.32 "Public Procurement"** means Procurement using public funds;
- 2.33 "Quality"** means quality of Goods, Works or Services as per standards or contractual obligations;
- 2.34 "Quotation"** means the priced offer in writing received from Tenderers for the Procurement of readily available standardized Goods, Works or physical Services subject to the threshold value as prescribed by the relevant Clauses of this policy;
- 2.35 "Related Services"** means Services related to the supply of Goods contracts;
- 2.36 "Responsive"** means qualified for consideration on the basis of evaluation criteria so declared and specified in the Tender Document or in the request for Proposal Document;
- 2.37 "Services"** means goods related Services, physical Services, or intellectual and professional Services;
- 2.38 "Short-list"** means a list of Applicants deemed suitable to be invited to submit Proposals for intellectual and professional Services following the evaluation of Expressions of Interest;
- 2.39 "Supplier"** means a Person under contract with a Procuring Entity for the supply of Goods and related Services;
- 2.40 "Tender or Proposal"** depending on the context, means a Tender or a Proposal submitted by a Tenderer or a Consultant for delivery of Goods, Works or Services to a Procuring Entity in response to an Invitation for Tender or a Request for Proposal; Tender also includes quotation;
- 2.41 "Tender Document or Request for Proposal Document"** means the Document provided by a Procuring Entity to a Tenderer or a Consultant as a basis for preparation of its Tender or Proposal;
- 2.42 "Tenderer"** means a Person who submits a Tender;
- 2.43 "Works"** means all Works associated with the construction, reconstruction, site preparation, demolition, repair, maintenance or renovation of a building, an infrastructure or structure or an installation or

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any construction work relating to excavation, installation of equipment, machineries and materials, decoration, as well as physical Services ancillary to Works, if the value of those Services does not exceed that of the Works themselves.

3.00 SCOPE AND APPLICATION OF THE POLICY |— This Policy shall apply to all types of Procurement of RPCL i.e. Goods, Works or Services etc.



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CHAPTER – 2

ADMINISTRATIVE APPROVAL, TECHNICAL SANCTION, ADVERTISEMENT, PREPARATION AND SUBMISSION OF TENDER ETC.

4.00 ADMINISTRATIVE APPROVAL AND PREPARATION OF ANNUAL PROCUREMENT PLAN (APP).

- 4.01 At the beginning of each financial year Annual Procurement Plan (APP) should be made and approval to be taken from the Head of the Procuring Entity (HoPE). This approved Annual Procurement Plan shall be treated as Administrative Approval.
- 4.02 The Procuring Entity shall, for its own purposes, update the Annual Procurement Plan on a quarterly basis to accommodate delays, re-tendering and other unforeseen changes or constraints.
- 4.03 The updated annual Procurement Plan requires approval from the Head of the Procuring Entity (HoPE).

5.00 TECHNICAL SANCTION.

- 5.01 Before initiating any procurement there must have an official estimate, that should be supported by approved details design (if any), engineering survey, selection of place of works etc. so that non tender and supplementary item could be avoided and no need of supplementary contract.
- 5.02 For every work a properly detailed estimate must be prepared and approval should be taken from the proper sanctioning authority as per DoFP.
- 5.03 While any procurement of Goods, Works & services is empowered by Managing Director/Board, then the technical sanction shall be made by the Director (Technical). In case of other approval for procurement, the person empowered to approve purchase of Goods, Works and Services is also empowered to give technical sanction of that amount.



6.00 PREPARATION OF TENDER OR PROPOSAL.

6.01 Documents needed for Pre-Qualifications, Tenders and Proposals shall be prepared by the Procuring Entity. In preparing such Document, Procuring Entity shall follow the Standard Tender Documents issued by the CPTU.

6.02 The Documents for Goods and related Services, Works and Physical Services shall, depending on the context, among others include—

- (a) instructions for the preparation and submission of an Application or a Tender;
- (b) information concerning the deadline and location(s) for receipt of Applications; or
- (c) information concerning the date, hour (local time) and location of the receipt and public opening of the Tender(s);
- (d) a Tender Submission Sheet and sample formats for Tender Security; Performance Security and manufacturers' authorization, where applicable;
- (e) the number of copies to be submitted with the original Application or Tender;
- (f) Conditions of Contract, general and particular;
- (g) detailed specification of requirements of goods and works;
- (h) documentary evidence to be provided by the Tenderer to demonstrate its qualifications for purposes of post-qualification verifications to be conducted by the Tender Evaluation Committee;
- (i) the period during which the Tender must remain valid;
- (j) the qualifications and other criteria to be taken into account in the evaluation of Applications for Pre-Qualification or Tenders and the basis of its evaluation;
- (k) a requirement that a Tenderer or an Applicant must, in the form specified in the Application or Tender Document, pledge not to engage in any corrupt, fraudulent, collusive or coercive practices as specified in Section 64 of the Public Procurement Act;

- (l) a statement to the effect that the Procuring Entity may reject any or all Applications, Tenders or Quotations;
- (m) a provision for holding a Pre-Tender meeting with potential Tenderers, where appropriate, in order to provide clarifications about the conditions of the Tender Documents;
- (n) an indication in the Tender Data Sheet (TDS) or Application Data Sheet (ADS) as to whom a Tenderer or Applicant shall address any complaint under **Clause- 28** of this Policy.
- (o) a provision to the effect that a Tenderer shall be permitted to modify, substitute or withdraw its Tender at any time prior to the deadline for the submission of Tenders.

6.03 The Procuring Entity shall set out clearly the following information and conditions in the Tender or Proposal Documents-

- (a) the description of the Works and Physical Services to be carried out;
- (b) the drawings and location of the Works;
- (c) the description of the Goods and related Services to be supplied;
- (d) the location of delivery or installation;
- (e) the schedule for delivery and completion;
- (f) the minimum performance requirements;
- (g) the warranty, defects liability and maintenance requirements;
- (h) the currency(ies) the tenderers shall quote in the tenders and the applicable and the applicable date of its exchange rate;
- (i) the amount(s) and currency(ies) of Tender security and performance security;
- (j) the terms and mode of payment of the Contract price;
- (k) the presence or absence of Advance Payment, in line with the government orders and agreements with development partners;
- (l) the minimum insurance coverage; and
- (m) any other relevant terms and conditions.

6.04 Tender Documents, where appropriate, shall define the tests, standards and methods that shall be used to determine the compliance of the Goods

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or equipment to be delivered or Works to be performed with technical specifications.

6.05 Technical specifications shall be prepared in a non-restrictive manner so that a fair and open competition is possible and shall be consistent with drawings included in the Tender Documents.

6.06 The Procuring Entity may, if necessary seek the assistance of external specialists from outside the Procuring Entity at the time of preparing the Tender Document.

6.07 The Documents forming the Contract shall be in the following order of precedence, namely :-

- (a) The signed Contract Agreement;
- (b) The Notification of Award;
- (c) The Tender and the appendices to the Tender;
- (d) Particular Conditions of Contract;
- (e) General Conditions of Contract;
- (f) Technical specifications;
- (g) General specifications;
- (h) Drawings;
- (i) Price Schedule and schedule of requirements for Goods or Priced Bill of Quantities for works;
- (j) Other Documents including correspondences.

6.08 The Documentation needed for consultancy Services (i.e. Request for Proposal and Terms of Reference) shall be prepared following provisions in **Chapter 5** of this Policy.

6.09 Where Tenders based upon alternative designs, materials, completion schedules, payment terms and other conditions are permitted, the

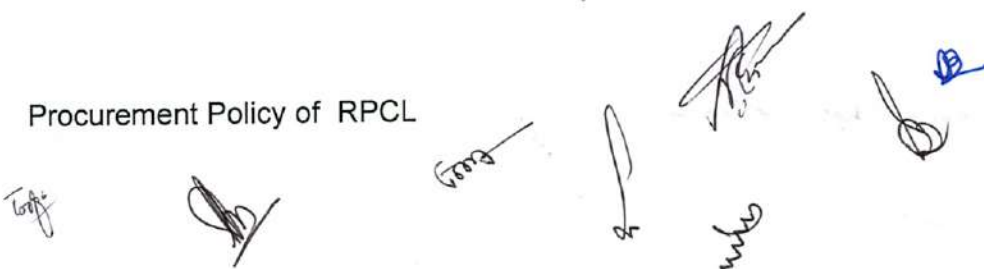
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conditions for their acceptability and the method for their evaluation shall be stated in the Tender Document.

- 6.10** If Tenders for Goods will be invited on 'lot-by-lot' basis, each lot shall constitute a Tender and in such case the Tender Data Sheet (TDS) shall clearly indicate that, Lot not offering at least eighty percent (80%) of the total number of items required under that Lot, and representing at least 65% of the estimated lot value, shall be considered non-responsive; or if any item in a lot-Tender represents more than fifty percent (50%) of the estimated lot value, then the TDS shall specify that a lot-Tender not offering that particular item shall be considered nonresponsive, even if it complies with the requirement of minimum number of items based on percentage of the total number of items specified in the TDS.
- 6.11** If Tenders for Goods will be invited for one or more items on 'item-by-item' basis, in such case the offer for each item shall correspond to full quantity under that particular item and each such item shall constitute a Tender and the Tender Submission Sheet shall be modified by inserting a Table to allow for offering the individual item in the sheet.
- 6.12** Notwithstanding anything contained in Clause 6.01, Procuring Entities may, depending on the nature of a specific Procurement requirement, make necessary adjustments in the Application Data Sheet (ADS), Tender Data Sheet (TDS), or the Particular Conditions of Contract of the Documents mentioned in that Clause, provided that such adjustments, under no circumstances, shall contradict with any provisions of this Policy.

07.00 PROCEDURE FOR PREPARATION OF TECHNICAL SPECIFICATIONS OF GOODS ETC.

Procurement Policy of RPCL



07.01 A Procuring Entity shall at the time of describing requirements in respect of a particular object of Procurement provide, inter alias, the following information, namely -

- (a) Name or description of the Goods, Works or Services to be procured;
- (b) Quality of Goods, Works or Services;
- (c) Required performance Standards and life span;
- (d) Safety Standards and limits;
- (e) Symbols, terminology to be used in packaging, marking and labeling of the Goods to be procured;
- (f) Processes and methods to be used in the production of the Goods to be procured, where applicable; and
- (g) Test procedure, if any, for conformity assessment of Goods.
- (h) For extremely technical importance the country of origin may be mentioned in the tender document. Specially for Turbine, Generator, Meters, Control Devices at least three world renowned manufacturers name may be mentioned. This may be included in the vendor's list.

08.00 PROVISIONS RELATING TO DETERMINATION OF TENDER PRICE.

08.01 A Tender shall be invited on the basis of the delivered price of the Goods to the designated destination, or for the completion of Works or installation, commissioning, inclusive of associated and related Services thereof to be performed by the Tenderer.

08.02 Taxes including VAT, and custom duties, payable by a supplier if the contract is awarded, shall be shown separately in the price schedule as provided in the Tender Document.

Procurement Policy of RPCL



08.03 The Tender Document shall state that-

- (a) The Tender price shall be fixed; or
- (b) Price adjustment shall be made to reflect any changes, upwards or downwards, in major cost components such as labour, equipment, material and fuel, of the Contract. The basis of such adjustment should be mentioned in the Tender Document.

08.04 Prices may be adjusted for contracts of more than eighteen (18) months following formula stated in the Tender Document.

08.05 Price adjustment provisions shall not usually be necessary in simple Contracts of within eighteen (18) months or in cases where it is normal commercial practice to procure certain types of equipment at firm prices, regardless of a delivery time.

Provided that if considered necessary by the Procuring Entity it may, with the approval of the HOPE, use the price adjustment formula for contracts of within eighteen (18) months.

09.00 MAINTAINING RECORDS RELATING TO ISSUE OF PROCUREMENT RELATED DOCUMENTS |—

The Procuring Entity shall record the following information when issuing the Pre-Qualification, or Tender or RFP Documents to a Person, namely—

09.01 Reference number relating to the issuance of procurement related document;

09.02 Name and mailing address;

09.03 Telephone and facsimile numbers and electronic mail address, if applicable;

09.04 Any other information that is considered necessary by the Procuring Entity.

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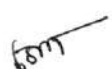








10.00 ADVERTISEMENT.

10.01 A Procuring Entity shall be the authority to directly advertise all Invitations for Pre-Qualification (IFPQ), Invitations for Enlistment (IFE), Invitations for Tender (IFT) and Request for Expressions of Interest (REOI) for Goods and related Services, Works and Physical Services, intellectual and professional Services.

10.02 The Procuring Entities shall advertise their Procurement requirements which have been included into their Annual Procurement Plan in accordance with the following procedures –

- (a) Invitations shall be advertised in, at least one Bangla language national newspaper and one (1) English language national newspaper, both of which shall have a wide daily circulation within Bangladesh;
- (b) the Procuring Entity shall, in order to advertise, carefully apply sound judgment in choosing national newspapers which are commonly known and accepted as having wide daily circulation;
- (c) in addition to an advertisement on the national level, Procuring Entities based outside Dhaka shall consider, for certain Procurements when the official estimated cost is Tk. 500,000 (five lac) or below, advertising in a maximum of two (2) widely circulated local or regional newspapers for a maximum of two (2) days;
- (d) where more than one (1) edition of the newspaper is published on the date of publication of the advertisement, the Procuring Entity shall ensure that the advertisement will be published in each copy of every such edition;
- (e) if cost of the advertisement is a factor for wider publication, the Procuring Entity may consider reducing the size of the

advertisement and advertise in a higher number of newspapers to ensure wider distribution and transparency;

- (f) Pre-Qualification, Tender or Proposal Documents should be ready for issue or sale to interested Applicants and Tenderers by the time of the appearance of the advertisement;
- (g) subsequent changes or amendments to any invitation shall also be re-advertised preferably in the same newspapers and websites where it was originally published;
- (h) all invitations and Tender Documents shall also be advertised in the Procuring Entity's website;
- (i) Invitations shall be sent to Central Procurement Technical Unit's (CPTU) website and News Paper simultaneously when the official estimated cost of procurement of Goods and related Services, Works and Physical Services is Tk. 20 million and above and for Intellectual and Professional services is Tk. 10 million and above.

10.03 Advertisements for invitations for Pre-Qualification (IFPQ), Enlistment (IFE), Tenders (IFT) and Expressions of Interest (EOI) may follow the specific formats as per Standard Tender Document (STD).

10.04 A Procuring Entity may, in order to explain the purpose and other requirements of a particular Procurement and respond to questions from potential Tenderers, arrange Pre-Tender meeting at least ten (10) days before the deadline of submission. All Tenderers who have purchased or wish to purchase the Tender Document shall be permitted to attend the pre-Tender meeting but the minutes shall be circulated only to those Tenderers who have purchased the Tender Documents at least three (3) working days before the deadline of submission.

11.00 PREPARATION AND SUBMISSION OF TENDERS.

11.01 Tenders shall be prepared by the Tenderers following the instructions of the Tender Document.

11.02 Tenderers shall submit only one Tender, either individually or as a member of a Joint Venture Consortium Agreement (JVCA).

11.03 Tenders shall be submitted on the basis of the Tender Documents issued by the Procuring Entity.



- 11.04** Tenders shall be properly marked by Tenderers in order not be confused with other types of correspondence which may also be hand-delivered or posted by mail or courier service.
- 11.05** The Tenderer is solely and entirely responsible for pre-disclosure of Tender information if the envelope(s) are not properly sealed and marked.
- 11.06** All Tenders received shall be kept in a secure and safe place with the Procuring Entity as custodian of tenders.
- 11.07** Locked Tender boxes or cabinets may be used or when the Tenders are in large volumes or in envelopes that are large or thick, they may be directly received by an assigned officer of the Procuring Entity.
- 11.08** When a Tenderer submits a Tender directly to the officer assigned by the Procuring Entity, that officer on request from the Tenderer shall issue an acknowledgement of receipt stating the date and time.
- 11.09** An acknowledgement of receipt shall also be given when a Tender is sent through either courier service or by post.

12.00 PRE-QUALIFICATION FOR PROCUREMENT OF GOODS, WORKS AND SERVICE ETC.

- 12.01** A Procuring Entities may undertake Pre-Qualification for the following large and complex Procurement subject to the thresholds specified below -
- Construction Works above Tk. 35.00 (thirty five) crore;
 - Maintenance Works above Tk. 5 (five) crore ;
 - Supply and installation of plant and equipment above Tk. 20.00 (twenty) crore;
 - Design and build infrastructure above Tk. 35.00 (thirty five) crore;
 - Custom designed equipment above Tk. 5 (five) crore ;
 - Management contracts above Tk. 35.00 (thirty five) crore;

- 12.02** The approving authority of the procurement will also be the approving authority of Pre-Qualification for Procurement of Goods, Works and Service etc as stated in the DoFP.
- 12.03** Open Tendering method will be followed for the Pre-Qualification.
- 12.04** If the number of pre-qualified Applicant is below the 3 (three) "Conditional Pre-Qualification" may be permitted. This shall mean that an applicant who substantially meets the qualification criteria apart from some minor deficiencies may be considered as "Pre-Qualified".

13.00 MODIFICATIONS TO TENDER DOCUMENTS.

- 13.01** At any time prior to the deadline for the submission of Tenders, a Procuring Entity may, on its own initiative or in response to an inquiry by a Tenderer or as a result of a Pre-Tender meeting, modify the Tender Documents by issuing an addendum.
- 13.02** The addendum issued under **Clause 13.01** shall become an integral part of the Tender Document and shall have a date and an issue number and must be circulated by fax, mail or e-mail, to Tenderers who have purchased the Tender to enable Tenderers to take appropriate action.
- 13.03** Tenderers who have purchased the Tender Documents but have not received any addenda issued under **Clause 13.02** shall inform the Procuring Entity of the fact by fax, mail or email, before two-third of the time allowed for the submission of Tenders has elapsed.
- 13.04** Procuring Entities which have advertised Tender Documents on their website under **Clause 10.00** shall also advertise relevant addenda including the reference number and date on their website.
- 13.05** If an amendment is made when time remaining is less than one-third of the time allowed for the preparation of Tenders, a Procuring Entity shall extend the deadline for the submission of Tenders

depending upon the nature of the Procurement requirement and the amendment.

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CHAPTER - 3

COMMITTEE, EVALUATION, APPROVAL OF TENDER OR PROPOSAL, TENDER SECURITY, PERFORMANCE SECURITY, RETENTION MONEY & ISSUANCE OF NOA.

14.00 TENDER DOCUMENT FINALIZATION COMMITTEE.

14.01 The Head of the Procuring Entity shall form a Tender Document Finalization Committee (TDFC) comprising of 3 (three) members. The designation of the members shall be as follows:

- (a) Chairperson
- (b) Member
- (c) Member Secretary

The committee will verify the Tender Documents prepared by the Procuring Entity in compliance with the requirement of the Tender, Technical specification and the Procurement Policy.

15.00 TENDER OR PROPOSAL OPENING COMMITTEE.

15.01 The Head of Procuring Entity or an officer authorized by him or her or the Approving Authority, while the Approving Authority is below the level of HOPE, as the case may be, shall form a Tender or Proposal Opening Committee comprising of 3 (three) members- One member from the TEC or PEC and 2 (Two) other members from the concerned Procuring Entity/Division/offices of the Company as below-

- (a) Chairperson;
- (b) Member one person;
- (c) Member-Secretary.

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15.02 The Tender Opening Committee shall ensure that -

- (a) Tenders shall be opened at the time and place specified in the IFT (Invitation For Tender) in presence of Tenderer or his or her authorized representatives, if any.
- (b) Tender Opening Sheet (TOS) is prepared containing the information relating to Tenders or Proposals announced at the opening;
- (c) Persons not associated with the Tender are not allowed to attend the opening of Tenders;
- (d) the Tender opening is not delayed on the plea of absence of Tenderers or his or her representatives, as the presence of Tenderers or their authorized representatives is optional;
- (e) the Tenderers' representatives shall be duly authorized by the Tenderer;
- (f) the following information stated therein is read out from the Tenders after Tender opening which shall be recorded on a Tender Opening Sheet duly verified by the members of the Tender Opening Committee –
 - (i) name and address of the Tenderer;
 - (ii) withdrawal, substitution or modifications, if any;
 - (iii) the Tender price;
 - (iv) discounts, if any;
 - (v) Tender security, if required and information relating to its amount; and
 - (vi) any major deviation detected during opening.



- 15.03** Tender modifications or discounts, which are offered after the Tender Opening or not recorded on the TOS, shall not be considered in the evaluation of the concerned Tenders.
- 15.04** No Tender shall be rejected at Tender opening time. Tenders withdrawn shall be returned directly to the Tenderers unopened. Tenders submitted late shall not be received at all.
- 15.05** Upon completion of the Tender opening, all members of the TOC and the Tenderers or their representatives who attended the Tender opening shall sign the TOS, copies of which may be issued to the Head of the Procuring Entity or an officer authorised by him or her and to all members of the TOC and any authorized Consultants employed in the project and to the Tenderers.
- 15.06** The Member-Secretary of the TOC will ensure that the procedure as per **Clause 15.02** is carried out and will sign to certify that the Tender Documents have been sent to the Procuring Entity immediately after the Tender opening.
- 15.07** Upon completion of the Tender opening all Tenders and all related documents shall be kept in the safe custody of the Procuring Entity along with a copy of the TOS duly signed by all concerned.
- 15.08** Original Copy of all the Tenders shall be kept in the archive of the Company.

16.00 CONSTITUTION OF EVALUATION COMMITTEE.

- 16.01** Tender Evaluation Committee (TEC) or Proposal Evaluation Committee (PEC) shall be formed prior to the invitation for Application, Tender or Proposal has been issued, but certainly must be formed before the deadline for submission of Applications, Tenders or Proposals.

- 16.02** The evaluation committee formed under **Clause 16.01** shall include external members having knowledge required for evaluation and who shall be nominated by designation.
- 16.03** The Approving Authority shall form the Evaluation Committee; but when the approving authority is at the level of Board of Directors, the Evaluation Committee shall be appointed with the approval of the HOPE.
- 16.04** Tender or Proposal Evaluation Committee-
- (a) Minimum 5 (five) and normally not exceed 7 (seven) members.
 - (b) Two of whom at least shall be from outside the company/ the Ministry or Division or Agencies under it.
 - (c) At least five members including one outside members shall attend the Evaluation and sign the Evaluation Report.
- 16.05** The Approving Authority may constitute the Evaluation Committee consists of following members considering value of the contracts
- (a) Minimum three (3) members of whom one (1) member may be selected from another agency or another Procuring Entity
 - (b) At last three (3) members shall attend the Evaluation and sign the evaluation report.
- 16.06 Value of Tenders when number of the Evaluation Committee members may be reduced-**
- (a) Up to Tk. 50 (fifty) lac for Procurement of Goods
 - (b) Up to Tk. 50 (fifty) lac for procurement of Works and Physical Services and
 - (c) Up to Tk. 10 (ten) lac for intellectual and professional Services

16.07 The Evaluation Committee members themselves on their own responsibility following the terms and conditions of Application, Tender or Proposal Documents and the Procurement Policy of RPCL-

- (a) Examine and evaluate the Applications, Tenders, Expressions of Interest or Proposals and /or other material elements related to the tender;
- (b) Prepare the Evaluation Report with recommendations; and
- (c) Submit the Evaluation Report directly to the Approving Authority/ HoPE.

16.08 The members of the Evaluation committee can only be removed, once it is appointed, with the approval of the authority that constituted the Committee on the grounds which may include

- (a) if any member does not disclose his or her connection with an Applicant or a Tenderer, even if he continues to act in an impartial manner;
- (b) if any member remains absent in two (2) consecutive Evaluation Committee meetings; *and*
- (c) in the case of transfer, death or absence of any member from the country.

16.09 If Tenders are received from Tenderers with whom any member(s) of the TEC has business or other close links, such member(s) shall be replaced.

16.10 The each member of the Evaluation Committee shall -

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

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

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

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

16.11 The Approving Authority may also appoint a maximum 3 (three) member **Technical Sub-Committee (TSC)** or, subject to the number-limitation in **Clause 16.05 & 16.06** may include other experts in the Evaluation Committee, if it is felt that a particular Tender or Proposal requires such technical assistance.

16.12 Chair of the Evaluation Committee.

The Evaluation Committee shall be chaired by - an officer immediate below the rank of the Approving Authority;

- (a) an officer below the rank of the Head of the Procuring Entity;
- (b) the Head of the Procuring Entity or an officer immediate below the Head of the Procuring Entity where the Approving Authority is at the level of Board of Directors;
- (c) Under no circumstances shall the Chairperson of the Evaluation Committee and the Approving Authority be the same individual.



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16.13 Honorarium for the Committee Members.

In order to ensure smooth operation of the Procurement Process, there shall be a provision for an incentive, fee or honorarium for the Tender Document Finalization Committee (TDFC), Tender/Proposal Opening Committee (TOC/POC), Technical Sub-Committee (TSC) and Tender /Proposal Evaluation Committee (TEC/PEC). The rate of honorarium is mentioned below or as may be determined by the Company's Board from time to time, for each member of the Committees:

Tender Value	Honorarium for the Committee Members					
	TDFC	TOC/POC	TSC		TEC/PEC	
			Member of the Company	Member outside the Company	Member of the Company	Member outside the Company
Above 10 (Ten) Crore ✓	Tk. 1,500 (One Thousand Five Hundred) per member per Tender	Tk. 1,500 (One Thousand five hundred) per member per opening	Tk. 1,500 (One Thousand five hundred) per member per meeting but not more than Tk. 3,000 (Three Thousand) per Tender	Tk. 2,000 (Two Thousand) per member per meeting but not more than Tk. 4,000 (Four Thousand) per Tender.	Tk. 2,000 (Two Thousand) per member per meeting but not more than Tk. 8,000 (Eight Thousand) per Tender.	Tk. 2,000 (Two Thousand) per member per meeting but not more than Tk. 8,000 (Eight Thousand) per Tender.
Above 1 (One) Crore upto 10 (Ten) Crore	Tk. 1,000 (One Thousand) per member per Tender	Tk. 1,000 (One Thousand) per member per opening	Tk. 1,000 (One Thousand) per member per meeting but not more than Tk. 2,000 (Two Thousand) per Tender.	Tk. 2,000 (Two Thousand) per member per meeting but not more than Tk. 4,000 (Four Thousand) per Tender.	Tk. 1,500 (One Thousand five hundred) per member per meeting but not more than Tk. 4,500 (Four Thousand Five Hundred) per Tender.	Tk. 2,000 (Two Thousand) per member per meeting but not more than Tk. 6,000 (Six Thousand) per Tender.
Above 50 (Fifty) lac upto 1 (One) Crore	Tk. 500 (Five Hundred) per member per Tender	Tk. 1,000 (One Thousand) per member per opening	None	Tk. 2,000 (Two Thousand) per member per meeting but not more than Tk. 4,000 (Four Thousand) per Tender.	Tk. 1,500 (One Thousand Five Hundred) per member per meeting but not more than Tk. 3,000 (Three Thousand) per Tender.	Tk. 2,000 (Two Thousand) per member per meeting but not more than Tk. 4,000 (Four Thousand) per Tender.
Upto 50 (Fifty) lac	None	None	None	Tk. 2,000 (Two Thousand) per member per meeting but not more than Tk. 4,000 (Four Thousand) per Tender.	None	Tk. 2,000 (Two Thousand) per member per meeting but not more than Tk. 4,000 (Four Thousand) per Tender.

* Honorarium excludes Tax & VAT, which to be born by RPCL

- (a) The Procuring Entity shall pay the Honorarium to all members of the committee.

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- (b) In case of procurement using Two stage Tendering Method/Single Stage Two Envelop method, honorarium shall be given on both stage considering separate evaluation.
- (c) In case of complex and very large [above Tk. 100.00 (one hundred) crore] rate of honorarium may be higher and no of meetings may be increased which shall be decided by the Head of the Procuring Entity (HoPE).

17.00 APPROVAL OF TENDER OR PROPOSAL:

17.01 The Approving Authority, considering the overall recommendations of the Evaluation Committee, may either-

- (a) approve the recommendations; or
- (b) seek any clarification from the committee on any specific issues in connection with such recommendations; or
- (c) explaining the reasons- reject the recommendations, and request the committee for a re-evaluation; or reject the recommendations, and issue instructions to reprocess the Procurement.

18.00 DETERMINING TENDER OR PROPOSAL VALIDITIES:

18.01 The validity period shall be normally determined between 60 (Sixty) and 120 (One hundred twenty) days depending on the complexity of the tender or proposal and the time needed. Shorter or longer periods may be authorized by the Head of the Procuring Entity or an officer authorized by him or her to suit the requirements of a particular procurement activity.

18.02 A procuring entity shall complete the evaluation of Tenders or Proposals and award of Contract within the initial period of Tender or Proposal validity period.

18.03 Procuring Entity may, if justified by exceptional circumstances, request in writing to the Tenderer or Applicant to extend the

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validity period of its Tender or Proposal before the expiration date as follows-

Original Contract Approving Authority	1st Extension of Validity	Subsequent Extension(s) of Validity
Below Director	Original Contract Approving Authority	Next higher Authority.
Director or above	Director	Next higher Authority.

18.04 The request for extension of Tender or Proposal validity shall state the new date for the expiry of Tenders or Proposals and all such requests for extension shall be sent to the Tenderer not later than 10 (Ten) days before the expiry date of the Tender or Proposal validity.

19.00 TENDER SECURITY:

19.01 To discourage the submission of Tenders with ill motive, a Procuring Entity may include in the Tender Documents a condition that Tenders must be accompanied by a security in form of, at Tenderers option, a bank draft, pay order or Bank Guarantee issued by a schedule bank of Bangladesh.

19.02 In the case of international procurement the Tender security in the form of a Bank Guarantee as specified in the Tender Document shall be and issued by an internationally reputable bank and shall require to be endorsed by its any correspondent schedule bank located in Bangladesh, to make it enforceable. Tender security issued by any schedule bank of Bangladesh is also acceptable.

19.03 The amount of Tender security shall be determined sufficient to discourage irresponsible Tenderers and shall be expressed in the

Tender Documents as a rounded fixed amount and, shall be 2- 3 percent of the official estimated cost.

19.04 A Tender security shall not be requested for Procurement of Goods and related Services, Works and Physical Services undertaken by Direct Procurement Method, and Request for Quotations Method.

19.05 A Tender security shall remain valid for **at least twenty eight (28) days** beyond the expiry date of the Tender validity in order to enable a Procuring Entity to make a claim in due course against a Tenderer.

20.00 EXTENSION OF VALIDITY OF TENDER SECURITY.

20.01 Tenderers consenting to extend their Tender or Proposal validity periods shall also correspondingly extend the validity of their Tender Securities, where applicable.

20.02 In case a Tenderer does not agree to extend its Tender validity period, its Tender will not be considered for subsequent evaluation and the Tender Security shall be returned to the Tenderer as soon as possible.

20.03 The Tender security shall be extended by **at least twenty eight (28) days** beyond the new expiry date of the Tender validity, if the Tender validity period is extended.

21.00 VERIFICATION OF THE AUTHENTICITY OF TENDER SECURITY.

21.01 The authenticity of Tender Security submitted by a Tenderer shall be verified by the Tender evaluation committee in writing through Procuring Entity from the Bank issuing the security, prior to the finalization of the evaluation report.

21.02 If a Tender Security is found to be not authentic, the tender whom it covers shall not be considered for subsequent evaluation.

22.00 FORFEITURE OF TENDER SECURITY.

22.01 A Tender Security shall be forfeited if the Tenderer-

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- (a) Withdraws his tender after the opening of tenders but within the validity of the Tender Security;
- (b) Refuse to accept a notification of Award; or
- (c) Fails to furnish performance security, if so required; or
- (d) Refuse to sign the Contract; or
- (e) Does not accept the correction of the Tender amount following the correction of arithmetic errors.

23.00 RETURN OF TENDER SECURITY.

- 23.01** No Tender Securities shall be returned to the Tenderers by the Tender Opening Committee (TOC) after the opening of Tenders.
- 23.02** No Tender Security shall be returned to the Tenderers before contract signing, except to those who are considered non-responsive.
- 23.03** Tender securities of non-responsive Tenderers shall be returned immediately after the Evaluation Report has been approved by the Competent Authority.
- 23.04** Tender Securities of the responsive Tenderers shall be returned only after the lowest evaluated responsive Tenderer has signed the contract and submitted the performance security, even before the expiration of the validity period.

24.00 PERFORMANCE SECURITY.

- 24.01** A performance security shall be furnished by the successful Tenderer in the amount specified in the TDS following the threshold specified below-

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- Five Percent (5%) of the Contract price for divisible commodities.
- Ten Percent (10%) of the Contract price for Goods and related Services.
- Ten Percent (10%) of the Contract price for Works if provision for advance payment exists.
- Five percent (5%) to ten percent (10%) if provision of advance payment does not exist.
- Five percent (5%) to ten percent (10%) of the Contract price for Physical Services.
- Five Percent (5%) of the Contract price and Five Percent (5%) of the value of Carrying Goods.
- 10% (Ten percent) of each certified bill may be deducted as security deposit.

24.02 The Procuring Entity may increase the amount of the Performance Security maximum twenty five percent (25%) of the total Contract value, if the TEC considers the Tender unbalanced as a result of front loading.

24.03 In case of local procurement the Performance Security shall be in the form of a bank draft, pay order, or bank guarantee issued by a schedule bank of Bangladesh.

24.04 In the case of international procurement the Performance security shall be in the form of a Bank Guarantee as specified in the Tender Document issued by an internationally reputable bank and shall require to be endorsed by its any correspondent schedule bank located in Bangladesh, to make it enforceable. Performance security issued by any schedule bank of Bangladesh is also acceptable.

24.05 A Performance Security shall be required to be valid until a date twenty eight (28) days beyond the warranty period if there is no condition of deduction of retention money.

24.06 After completion of contractual obligation the performance security shall be replaced by a new security covering fifty percent (50%) amount of the Performance security to cover the defect liability or warranty period if condition for deduction of retention money has not been applied. The amount of new security to be provided shall be calculated based on the final contract value.

25.00 RETENTION MONEY.

25.01 Retention money at a percentage as specified below will be deductible from each bill due to a contractor until completion of the whole Works or delivery.

- (a) Not necessary, if no advance payment has been effected and Performance security of 10% is submitted.
- (b) The total percentage of Retention and Performance security may not exceed ten percent (10%) if no advance payment has been made, except in the case of front loading.

25.02 On completion of the whole Works, half the total amount retained shall be repaid to the Contractor and the remaining amount may also be paid to the Contractor if an unconditional Bank guarantee is furnished for that remaining amount.

25.03 The remaining amount or the Bank guarantee under **Clause 25.02** shall be returned within twenty eight (28) days after the issue of the Certificate of completion or defect liability or warranty period as per **Clause 72.25**.

26.00 REJECTION OF TENDERS, PROPOSALS OR QUOTATIONS.

26.01 Procuring Entity may, in the circumstances as described below reject all Tenders, Proposals or Quotations following recommendations of the Evaluation Committee only after the approval of such recommendations by the next higher authority of the approving authority of that contract.

26.02 Any or all Tenders, Proposals or Quotations can be rejected, if-

- (a) The price of the lowest evaluated Tender exceeds substantially to the official estimate; or
- (b) There is evidence of lack of effective competition; or
- (c) The Tenderers are unable to produce completion of the delivery or Works within the stipulated time in its offer, though the stipulated time is reasonable and realistic; or;
- (d) All Tenders, Quotations or Proposals are non-responsive; or
- (e) Evidence of professional misconduct, affecting seriously the Procurement process; or;
- (f) Negotiation fails.

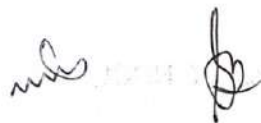
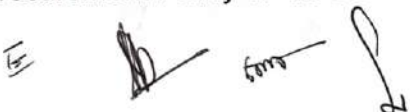
26.03 Rejection of Tenders or Quotations shall not be mandatory if the lowest evaluated price is in conformity with the market price.

26.04 The Procuring Entity shall carefully review such reasons before a decision is taken to reject all Tenders, Proposals or Quotations for reasons other than the failure of all responsive Tenderers or Applicants to post-qualify in accordance with the criteria.

27.00 PROCUREMENT APPROVAL PROCEDURE.

27.01 Where the Approving Authority is at the level of the Head of a Procuring Entity or an authorized officer (AO) as per DoFP -

- (a) The Evaluation Committee shall submit the report, and the recommendation for award of contract, but not the Tenders or Proposals, in a sealed envelop directly to the Head of the Procuring Entity or the authorized officer for approval, as the case may be.



- (b) After approval of the Evaluation Report, or having recorded any other decision in accordance with Clause 17.00, the Head of a Procuring Entity or authorized officer will put his or her signature thereon and send the same to the Procuring Entity for necessary action.

27.02 Where the Approving Authority is at the level of a Board of Directors-

27.02.01 The Evaluation Committee shall prepare a concise summary called the "Purchase Proposal" and submit it along with the Evaluation Report, and the recommendations for Award of Contract, but not the Tender or Proposal, in a sealed envelop, directly to the Head of the Procuring Entity.

27.02.02 After approval of or having recorded any other decision on, in accordance with **Clause 17.00**, the "Purchase Proposal" submitted, the Board of Directors will return the "Purchase Proposals" to the Head of the Procuring Entity for necessary further action.

27.03 Upon approval of the "Purchase Proposal" the Procuring Entity shall take the following actions in that respect-

- (a) Issue Notification of Award (NOA) within seven (7) working days of receipt of the approval, deadline for submission of Acceptance of NOA, Performance Security and Contract signing should be specified in NOA which should be before expiry of the Tender or Proposal validity date.
- (b) Ensure confidentiality in regard to approval of the "Purchase Proposal" by all officers and staff concerned with the Procurement process either directly or indirectly.
- (c) Copy of all notification awarded shall be published in the official notice board as well as website of the company.

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28.00 COMPLAINTS AND APPEALS

28.01 Right to Complain. |—

- (1) Circumstances under which a formal complaint may be lodged against a Procuring Entity are outlined below, such as ; -

(a) in the case of invitations for Pre-Qualification –

- (i) Pre -Qualification Documents were not ready when the advertisement was published by the Procuring Entity or not available when requested by a potential Applicant;
- (ii) failure to respond promptly to a request for clarification from a potential Applicant;
- (iii) failure by the TEC to evaluate the qualifications in the light of criteria stated in the Pre-Qualification Document;
- (iv) perceived unfair denial of Pre-Qualification; or
- (v) apprehended possible corrupt or collusive practices.

(b) in the case of Open Tendering Method, Limited Tendering method, Two- Stage Tendering Method and Request for Quotations Method-

- (i) advertisement procedures not properly adhered to in accordance with **Clause-10**, where applicable; or
- (ii) Tender Documents not ready when the advertisement was published by the Procuring Entity or not available when requested by a potential Person, where applicable ;or

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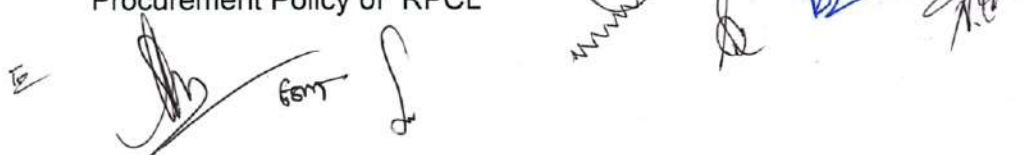






- (iii) failure to respond promptly to a request for clarification from a potential Tenderer; or
- (iv) failure to hold a pre-Tender meeting as per condition of the published advertisement or to timely notify the potential Persons of a change in the pre-fixed date, location, and time , that resulted in some potential Persons' failure to attend the meeting, where applicable;
- (v) failure to open the Tender as stated in the advertisement of Invitation for Tenders or improper conduct at the time of Tender opening, ;
- (vi) mishandling of Tenders received from Persons resulting in the opening of one or more Tenders before the specified time that causes either a loss of confidentiality of the Tender or an actual failure to open a Tender at a public opening;
- (vii) failure to open all Tenders which were received prior to the deadline for the submission of Tenders;
- (viii) failure by the TEC to evaluate the Tenders in compliance with the evaluation criteria stated in the Tender Documents;
- (ix) apprehended possible corrupt or collusive practices
- (x) perceived unfair or erroneous award of Contract ; and
- (xi) a breaking of the condition of confidentiality by the Procuring Entity at the time of clarifications with each Person in the case of evaluation of the first-stage Tender under the Two-stage Tendering Method.

(c) in the case of Requests for Proposals:



- (i) failure on the part of the Procuring Entity to maintain confidentiality following the opening of the envelopes containing the technical Proposals;
- (ii) opening of the financial Proposals at the same time as the opening of the technical Proposals;
- (iii) failure to evaluate the Proposals in accordance with the evaluation criteria set out in the RFP;
- (iv) attempt by the Procuring Entity to force an Applicant to revise fee rates during the negotiation of the Contract where price is a factor in the evaluation;
- (v) possible corrupt or collusive practices; and
- (vi) perceived unfair and not impartial award of Contract .

28.02 Submission of Complaints to the Administrative Authority, Disposal of Appeal, Etc. |—

- (i) A Person shall submit his or her complaint in writing within seven (7) calendar days of becoming aware of the circumstances giving rise to the complaint.
- (ii) In the first instance, the Person shall submit his or her complaint in writing to the concerned officer of the Procuring Entity (such as, Director (Technical), General manager, Deputy General Manager, Officer assigned for Procurement) who issued the Tender or Proposal Document.
- (iii) The officer concerned, shall consider the subject matter of the complaint and decide whether to reject the complaint or to take any corrective action.

TS *[Signature]* *[Signature]* *6075* *mb* *[Signature]* *[Signature]* *[Signature]*

- (iv) The officer concerned shall, within five (5) working days of receipt of the complaint, issue a written decision to the Person, stating either the reasons for the rejection of the complaint or advising what corrective actions have been or will be taken, such as, issue of an addendum amending unacceptable provisions in the Tender or Proposal Documents.
- (v) If the Person is not satisfied with the written decision, taken under **clause 27.02. (4)** and wishes to pursue his or her complaint, he may address the same complaint to the Head of the Procuring Entity within three (3) working days after expiry of the fifth day of submission of complaint .
- (vi) The Person shall submit the complaint, under **clause-27.02.(5)**, in writing to the Head of the Procuring Entity who shall –
 - (a) if he or she is a member or Chairperson of the Evaluation Committee then he or she shall forward it to the RPCL Board within three (3) working days, advising the Person that he or she has so forwarded the complaint; or
 - (b) if he or she is in a position to accept the complaint then he or she shall decide whether to reject the complaint, or to implement any corrective actions and shall, within five (5) working days of receipt of the complaint, issue a written decision to the Person stating either the reasons



for the rejection of the complaint or informing of the corrective action that has been taken.

- (vii) If the Person is not satisfied with the decision of the Head of the Procuring Entity, he shall submit a complaint to the RPCL Board addressing to the Chairman of the Board within seven (7) working days of receipt of the complaint.

- (viii) the RPCL Board shall, within five (5) working days of receipt of the complaint, consider the subject matter of a complaint under **clause 27.02.(6) or 27.02.(7)** and decide whether to reject the complaint or to make any corrective actions and shall issue a written decision to the Person stating either the reasons for the rejection of the complaint or advising on the corrective action that has been taken. The decision taken by the RPCL Board is final

To







CHAPTER - 4

METHODS OF PROCUREMENT FOR GOODS & WORKS LOCAL PROCUREMENT

29.00 OPEN TENDERING METHOD IN THE PROCUREMENT OF GOODS, WORKS, ETC.: SINGLE STAGE SINGLE ENVELOP

29.01 The Open Tendering shall be the preferred method of Procurement of Goods and related services, Works and Physical Services, unless the threshold or special circumstances relating to a specific requirement make it more appropriate for any one of the other Procurement methods to be used.

29.02 Tenders shall be invited from all eligible Tenderers through public advertisement under **Clause 10.00**.

29.03 The minimum time allowed for Tenderers to prepare and submit their Tenders for Goods, Works and Physical Services shall not be less than as specified below, provided that the Tender Documents are ready for sale and made available by the date of publication of the advertisement.

Time for preparation and submission of Tenders for National Procurement of Goods, Works and Physical Services under the Open Tendering Method from the date of advertisement -

- I. Not less than Fourteen (14) days for Procurement up to Tk. 2 Crore
- II. Not less than Twenty-one (21) days for Procurement above Tk 2 Crore and up to Tk. 5 (five) crore,
- III. Not less than Twenty-eight (28) days for Procurement above Tk. 5 (five) crore,
- IV. Not less than Ten (10) days for emergency Procurement following a catastrophe, or emergency for all the above three cases.

- V. Re-Tendering time for Procurement up to Tk. 2 Crore Ten (10) days, for other cases Fourteen (14) days and for catastrophe or emergency Seven (7) days.

29.04 In the case of Procurement of Goods and related Services and Works and physical Services under Open Tendering Method process and proceedings in flow-charts as given in Scheduled-2 shall be followed.

30.00 USE OF OTHER METHODS FOR PROCUREMENT OF GOODS, WORKS, ETC.

30.01 A Procuring Entity may use a Procurement method other than Open Tendering Method for Procurement of Goods and related Services and Works and physical Services in accordance with the requirements set out in these Clauses, namely, Limited Tendering Method, Direct Procurement Method, Single-stage Two Envelop Method, Two-stage Tendering Method and Request for Quotations Method, provided that the selection of any Procurement method other than open Tendering, should be recorded stating the reasons or justifications for the method selected in compliance with the conditions specified in these Clauses.

30.02 In the case of Procurement of Goods and related Services and Works and physical Services under Limited Tendering Method, Single-stage Two Envelop Method, Two-stage Tendering Method, Request for Quotations Method and Direct Procurement Method, process and proceedings as specified in Flow-Chart Scheduled-2 shall be followed.

31.00 LIMITED TENDERING METHOD IN THE PROCUREMENT OF GOODS, WORKS, ETC.

31.01 A Procuring Entity may undertake procurement by means of Limited Tendering Method in the following circumstances, namely;

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- 31.01.01** when Goods and related Services and Works and Physical Services by reason of their specialized nature and are available only from a limited number of qualified potential Suppliers or Contractors; or
- 31.01.02** when there is an urgent need for Procurement of Goods, Works or Services and appear as such that open national or international competitive Tendering would be impractical; or
- 31.01.03** when the circumstances giving rise to the urgency (as specified in Clause **31.01.02**) were neither foreseeable by the Procuring Entity nor caused by delay on its parts.
- 31.01.04** when the Government/Board establishes a policy to standardize on a certain number of brands to cut down spare parts stock requirements and maintenance costs such as vehicles, computers, laboratory equipment, research equipments and special power plant equipments such as OLTC, Energy meters, Boosters, DCS, SCADA, Relays, Control devices, Turbine, Generators, HRSG etc.
- 31.02** The Procuring Entity may invite Tenders from enlisted Suppliers or Contractors when required time and administrative cost for going through Open Tendering would be high compared to the value of the Procurement subject to the threshold specified in the DoFP.
- 31.03** In cases where the lowest evaluated Tender price exceeds the threshold specified in the DoFP, the approval for award of Contract shall be obtained as per DoFP.
- 31.04** The limited Tendering Method shall not be used without prior approval of the Head of the Procuring Entity or an officer authorised by him or her.

31.05 The submission of Tender Security shall not be mandatory under this method but the submission of Performance Security shall be required

31.06 The time allowed for preparation and submission of Tenders from the date of publication of advertisement/ date of offer letter (where applicable).

- Not less than fourteen (14) days
- Time for re-Tendering can be reduced to seven (7) days
- Seven (7) days for procurement under urgent need.
- Below seven (7) days in the case of national disasters/ emergency with the approval of HoPE.

32.00 TWO-STAGE TENDERING METHOD.

32.01 In case of Turnkey Contracts or Other Contracts for large complex facilities, such as the supply, installation and commissioning of power plants or works of complex nature and technology this method may be used. The word 'complex' in describing the nature of the items to be procured under Two-Stage Tendering method covers Procurement requirements for which it may not be in the best interests of the procuring entity to prepare complete technical specifications in advance because of rapidly changing technology, and also procurement requirements for which the Procuring Entity lacks the capability to prepare a full technical specification because alternative technical approaches may be available, but not within the knowledge of the Procuring Entity.

32.02 In the First-Stage, a Procuring Entity shall invite unpriced Technical proposals through advertisement on the basis of a conceptual design that provides potential Tenderers with basic technical information, such as conditions relating to expected production capacity of works, outline of the technical specifications and visual, operational and economic details of the object of the Procurement.

32.03 The advertisement under **Clause 32.02** shall state the criteria that shall be used to determine responsiveness of a Technical Proposal in which , the following issues shall also be included –

- (a) the relative managerial and technical competence of the Tenderer; and
- (b) the effectiveness and future adaptability of the Technical Proposals submitted by the Tenderer in meeting the Procurement requirements of the concerned Procuring Entity.

32.04 There shall be no requirement of submitting a Tender Security by the Tenderers in the First-Stage.

32.05 In response to the invitation for Technical Proposal , Tenderers shall submit its Technical Proposals describing the technical performance, quality and other characteristics of the Goods and related Services and Works and physical Services which they consider best suited to meet the Procuring Entity's needs and shall comment upon the terms and conditions suitable for managing contract performance.

32.06 The time allowed for the submission of Technical Proposals shall be **forty-two (42) days** from the date of publication of advertisement in the newspaper

32.07 The Evaluation Committee shall evaluate all Technical Proposals received and in view of the complex nature of this kind of Procurement under **Clause 29.00**, it may, with the approval of the Head of a Procuring Entity or an officer authorized by him or her or an Approving Authority, seek the assistance of a Technical Sub-Committee, or external technical experts from the beneficiary entity or others with specific knowledge of the concerned object of Procurement.

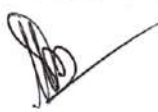


32.08 The Evaluation Committee may then engage in confidential and separate discussions, if necessary, with each of the responsive Tenderers concerning any aspect of their Proposals except the Tender price and each Tenderer shall maintain the confidentiality of

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his or her Tender and shall not reveal any confidential information or ideas to other Tenderers.

- 32.09** At the end of the discussions under **Clause 32.08**, the Evaluation Committee shall issue Minutes of Tender Adjustments' to each responsive Tenderer that outlines the changes required in its Technical Proposal, as agreed with the Procuring Entity for incorporation in the Second-Stage Tender.
- 32.10** The Evaluation Report, including each draft minutes of the adjustments signed by the concerned Tenderers and all members of the Evaluation Committee, shall be submitted to the Head of the Procuring Entity or the officer authorized by him or her or the Approving Authority.
- 32.11** In case the Approving Authority does not agree with the recommendation in the Evaluation Report, the matter shall be dealt with in accordance with the provision of **Clause 17.00**.
- 32.12** Before launching the Second-Stage, the Procuring Entity shall revise the Tender Documents to reflect the agreed new technical scope and set out the detailed tender evaluation criteria for the Second Stage Tenders.
- 32.13** In revising the Tender documents in the second stage the Procuring Entity shall maintain the confidentiality of the Tenderers' Technical Proposals used in the first stage, consistent with requirements of transparency and intellectual property rights.
- 32.14** All responsive Tenderers from the First-Stage shall be invited to submit their priced 'best and final' Tenders, in accordance with the requirements of the Second- stage Tender Document and the individual Minutes of Tender Adjustments issued to each Tenderer within **twenty-one (21) days**.
- 32.15** For the Second-Stage, the Procedures for Tender submission, opening, evaluation and award of the Contract shall follow the same procedures as for Open Tendering Method.

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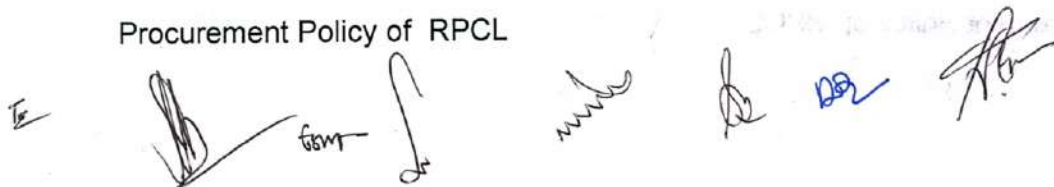






33.00 SINGLE-STAGE TWO ENVELOP METHOD.

- 33.01** In the case of Turnkey Contracts or Other Contracts for large complex facilities, such as the supply, installation and commissioning of power plants or works of complex nature and technology, this method may be used. The word 'complex' in describing the nature of the items to be procured under Single-Stage Two Envelop Tendering method covers Procurement requirements for which it may not be in the best interests of the procuring entity to prepare complete technical specifications in advance because of rapidly changing technology, and also procurement requirements for which the Procuring Entity lacks the capability to prepare a full technical specification because alternative technical approaches may be available, but not within the knowledge of the Procuring Entity.
- 33.02** The Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL." Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the reference number, the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed.
- 33.03** The TOC shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 33.04** The Evaluation Committee shall review/evaluate the Technical Proposals that are responsive in compliance with the terms and conditions specified in the Tender Documents.
- 33.05** The Evaluation report of Technical Proposal shall be prepared and submitted for Approval by the Approving Authority.
- 33.06** After Approval of the Evaluation report of Technical Proposals the Financial Offer of the responsive Tenders shall be opened and the

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procedure for evaluation and award of contract shall follow the same procedures as for open Tendering Method.

34.00 REQUEST FOR QUOTATION (RFQ) METHOD IN THE PROCUREMENT OF GOODS, WORKS, SERVICES ETC.

- 34.01** This method of Procurement may undertake for readily available in the market standard off-the-shelf Goods and related Services, low value, simple Works and physical Services, Provided that, the estimated value of such Procurement shall not exceed the value specified in the **Cause 16.06** of this policy.
- 34.02** The Head of the Procuring Entity or an officer authorized by him or her shall strictly control the use of RFQ Method in order to ensure that there is no abuse.
- 34.03** A decision to use of RFQ Method shall be approved in writing by the Head of the Procuring Entity or an officer authorized by him or her unless the RFQ Method was scheduled for the said object of annual Procurement Plan
- 34.04** In deciding or justifying the use of the RFQ Method, the following shall be considered-
- (a) Procuring Entities shall not use the RFQ Method as means to either bypass more competitive methods of Tendering or split large potential contracts into smaller ones solely to allow the use of this method;
 - (b) The RFQ Method should not require complex Documentation or all the formalities of full Tendering process.
- 34.05** Procuring Entities shall prepare the Tender Document by following standard tender document of CPTU.
- 34.06** Time for the invitation shall be kept minimal but reasonable and shall **not over ten (10) days for local procurement and fourteen (14) days for foreign procurement** from the date of invitation of Quotations
- 34.07** The Procuring Entity shall request quotations from as many Tenderers as practical and shall obtain and compare **at least two (2) responsive quotations** to establish the competitiveness of the

quoted price. Single tender shall always be avoided except in case of emergency.

- 34.08** All quotations, whether submitted in sealed envelopes or by other means, shall be examined and evaluated by a Tender Evaluation Committee on the very submission date after the deadline specified.

35.00 DIRECT PROCUREMENT METHOD (DPM) IN THE PROCUREMENT OF GOODS, WORKS, ETC.

35.01 The Procuring Entity may use the Direct Procurement Method (DPM) for Procurement of goods and related services, Works and Physical Services from one source without going through Tendering or other Procurement methods but shall under no circumstance be used to avoid competition or to favour a particular person, Supplier or Contractor to discriminate among Persons, Suppliers or Contractors.

35.02 The approving authority shall strictly control the use of the Direct Procurement Method as it- does not provide the benefits of competition, lacks transparency and could encourage unacceptable and fraudulent practices.

35.03 The decision to use this method shall be approved by the Head of the Procuring Entity or an officer authorized by him or her in order to ensure that there is no abuse and its use is restricted to the circumstances specified in these Clauses.

35.04 In exceptional cases where it is urgently necessary to complete the scope of the original contract, additional deliveries or a Variation or Extra Work Order or Repeat Order beyond the 15% of the original Contract shall be approved as per DoFP.

35.05 Forms of Direct Procurement: Unless contrary to the context Direct Procurement shall be applicable in any of the following cases-

- a. Direct Contracting
- b. Additional deliveries and repeat orders; or
- c. Variation Orders; or
- d. Extra Work Order; or

e. Direct Cash Purchase; or

f. Force account.

35.06 When a Procuring Entity engage in direct procurement it shall prepare a description of its needs and any special requirements concerning quality, quantity, terms and times of delivery.

35.07 The Procuring Entity shall ask for a price offer from a Tenderer directly and afterwards shall be free to negotiate with the selected sole Tenderer.

35.08 There shall be no requirement for a Tender Security in case of Direct Procurement, but a performance security shall be obtained from the supplier or contractor except for **Clause 41.00 and 42.00** .

35.09 A new contract for new Procurements or a revised contract incorporating an amendment to the existing contract in case of variations, extra works, repeat orders or additional deliveries shall be signed except for Procurement under **Clause 37.00 and 38.00**.

36.00 USE OF DIRECT CONTRACTING.

36.01 The Procuring Entity may invite only one supplier or contractor to submit an offer under any of the following conditions-

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

36.01.02 Where the Procurement of critical plant components from a specific manufacturer, supplier or distributor is a condition precedent to hold such manufacturer, supplier or distributor to guarantee its project performance in accordance with the provision of the contract.

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

- 36.01.04 Procurement of perishable commodities such as fresh fruit, vegetables or other similar items on the basis of reasonable market price valid at the time of purchase; or
- 36.01.05 Procurement of Goods and related Services under exceptionally advantageous conditions, provided that those are of the latest production, unused and are covered by manufacturer's warranty; or
- 36.01.06 Procurement of Goods and related Services, in special cases, from a Government-owned industry or factory; or
- 36.01.07 When the Government wishes to promote small scale local industries for specialized products as per specification approved by certain Governmental agencies and statutory bodies; or
- 36.01.08 Procurement of spare parts of existing equipment where a change of Supplier would result in the Procurement of equipment, spare parts or Services which would not be interchangeable with the existing equipment, spare parts or Services, or
- 36.01.09 Emergency Procurement of Goods, Works and Services arising from natural disasters within **the limit of power as per DoFP** in each Procurement.
- 36.01.10 For the procurement of emergency goods, works or services following a disaster/natural calamity within Bangladesh, as decided by the Government e.g. serious flooding, river erosion, when the required time frame for delivery of the goods, works or services makes it impractical to use other procurement methods. This may also be applicable in situations where unforeseen disruptions of important utility services, e.g. electricity, gas and water/sewerage needs emergency restoration. The Procurement Entity, however, are advised to maintain a buffer stock to meet such

emergencies. This provision shall be used as a case-by-case basis and not as a routine procurement.

36.01.11 Procurement of Goods, Works and Services of very urgent or essential nature such as catering services, ambulance services, transportation services, event management services, repair/maintenance services, plumbing services, carpentry services, masonry services.

37.00 PROCUREMENT OF ADDITIONAL DELIVERIES AND REPEAT ORDERS.

37.01 Additional deliveries of Goods and related Services, from the original Supplier, and Repeat Orders of a similar nature from the original Supplier or Contractor shall be subject to the following conditions -

37.01.01 Contract values must not exceed the threshold prescribed in DoFP, provided that such prices are still the most advantageous to the Procuring Entity after price verification;

37.01.02 No Procurement by repeat orders shall be permissible, for the purpose of evading the necessity of the requirements for the alternative methods of Procurement and the requirements of these Clauses, by any means or, splitting of Contracts or purchase orders into smaller numbers and threshold values or dividing Contract implementation into artificial phases or sub-contracts.

37.01.03 In case of an extension of existing contract relating to Supplies, services or installation, provided that the original Contract was signed following a competitive Procurement process.

38.00 ISSUANCE OF VARIATION OR EXTRA WORK ORDERS.

38.01 The Procuring Entity may issue a Variation Order for Procurement of Works, physical Services from the original

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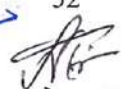








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Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract .

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

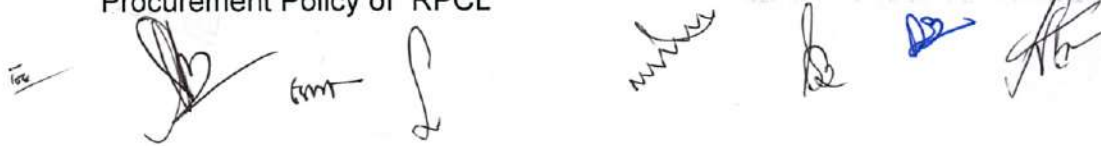
38.03 Any cumulative Variation, beyond fifteen percent (15%) of the original contract price, shall be subject of another contract to be tendered out if the Works are separable from the original contract.

39.00 PREPARATION OF A VARIATION OR AN EXTRA WORK ORDER.

39.01 In claiming for any Variation or Extra Wok Order, the Contractor shall deliver a written notice within seven (7) calendar days of being aware of the need for the Variation Order giving full and detailed particulars of any extra cost in order that it may be investigated at that time, and failure to provide such notice shall constitute a waiver by the Contractor for any claim.

39.02 The preparation and submission of Variation or Extra Work Order shall be as follows -

- (a) if the Project Manager deems it necessary that a Variation or Extra Work Order should be issued, he or she shall prepare the proposed order accompanied with the notices submitted by the Contractor, the necessary

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plans, his or her computations as to the quantities of the additional Works involved per item indicating the specific locations where such Works are needed, the date of his or her inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his or her justifications for the need of such Variation or Extra Work Order, and shall submit the same to the Approving Authority.

- (b) The Approving Authority, in accordance with DoFP, shall approve the Variation or Extra Work Order, after review and satisfaction with the justification, plans, quantities, and proposed unit cost of the new items of work involved as per DoFP.
- (c) the time for the processing of Variation and Extra Work Orders from the preparation up to the approval by the Approving Authority concerned shall be within 30 (thirty) days from its preparation to approval.




40.00 COSTING OF VARIATION OR EXTRA WORK.

40.01 The Contractor shall be paid for additional work items as follows –

- (a) if items of additional works are exactly the same or similar to those in the original contract, the applicable unit price of work items in the original contract shall be used for payment of those additional work items;
- (b) for new items of works that are not included in the original Contract, the unit prices of the new work items shall be based on -
 - (i) the direct unit costs used in the original Contract for other items (e.g. unit cost of cement, steel rebar, formwork,

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labour rate, equipment rental, etc) as indicated in the Contractor's price breakdown of the cost estimate, if available; or

(ii) fixed prices acceptable to both, the Procuring Entity and the Contractor, based on market prices;

(iii) the direct cost of the new work item based on (i) and (ii) above shall then be combined with the mark-up factor (i.e. taxes, overheads and profit) used by the Contractor in his Tender to determine the unit price of the new work item.

40.02 Request for payment by the Contractor for any extra work shall be accompanied by a statement, with the approved supporting forms, giving a detailed accounting and record of amount for which it claims payment and such request for payment shall be included with the Contractor's statement for a progress payment.

40.03 Under no circumstances shall a Contractor proceed to commence work under any Variation or Extra Work Order unless it has been approved by the Approving Authority.

40.04 The Head of the Procuring Entity may, in exceptions to the preceding Rule and subject to the availability of funds, authorise the immediate start of work under any Variation or Extra Work Order under any or all of the following conditions-

(a) in the event of an emergency where the carrying out of the work is required urgently to avoid causing damage to public services, or damage to life or property or to both; or

(b) when time is of the essence provided that,

(i) the cumulative increase in value of work on the project which has not yet been duly approved does not exceed the percentage specified in DoFP.

(ii) immediately after the start of work, the corresponding Variation Order or Extra Work Order shall be prepared



and submitted for approval in accordance with **Clause 38.00.**

40.05 Payments for Works satisfactorily accomplished on any Variation or Extra Work Order may be made only after approval of the same by the appropriate authority.

40.06 For a Variation or Extra order involving a cumulative amount exceeding 15% (Fifteen percentage), no work thereon may be commenced unless said Variation or Extra Work Order has been approved by the appropriate authority.

41.00 USE OF DIRECT CASH PURCHASE:

41.01 The Procuring Entity may undertake direct cash purchase of low value Goods and urgent and essential Services (such as maintenance, repairs, transportation and other services etc.).

41.02 The Procuring Entity may undertake any Purchase under this Clause by an officer or a purchase committee, comprising maximum three members, formed by it for this purpose, depending on the nature of the purchase.

41.03 Payments for Purchase under **Clause 41.02** may be made by cash or cheque and a purchase order or contract shall not be required.

42.00 USE OF FORCE ACCOUNT.

42.01 Force Account may be used for hiring of direct labour for departmental needs.

42.02 Materials, tools and rental of additional equipment required to perform departmental Works under Force Account may be procured using other procurement methods such as RFQ or Direct Contracting under **Clause 36.00.**

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International Procurement:

43.00 OPEN TENDERING METHOD (OTM) IN THE PROCUREMENT OF GOODS, WORKS, ETC.: SINGLE STAGE SINGLE ENVELOP.

43.01 The Open Tendering shall be the preferred method of Procurement of Goods and related services, Works and Physical Services, unless the threshold or special circumstances relating to a specific requirement make it more appropriate for any one of the other Procurement methods.

43.02 Procuring Entity shall comply with the following additional requirements for international Tendering the time allowed for the submission of Tenders shall be sufficient to allow the invitation to reach all potential Tenderers and to enable them to prepare and submit Tenders and in the case of notice inviting re-tender shall be as specified below-

- I. Not less than forty-two (42) days from the date of publication of advertisement in the newspaper in case of Open Tendering Method and Single-Stage Two Envelop method.
- II. Not less than twenty-eight (28) days from the date of publication of advertisement in the newspaper in case of re-Tendering
- III. Not less than forty-two (42) days from the date of publication of advertisement in the newspaper in 1st stage and not less than twenty-one (21) days for preparation in 2nd stage in case of Two-Stage Tendering Method.

43.03 The acceptable currencies in which the Tenderers shall be permitted to express their Tenders and any Tender or performance securities to be presented by them as well as the currency or currencies in which the contract price will be paid shall be stated in the Tender Document. Bangladeshi Taka, Currency of the Bidder's country, US dollar and Euro may be preferred.

44.00 TWO-STAGE TENDERING METHOD:

- 44.01 The provision of **Clause 29.00 and 32.00** with regard to Open Tendering with international competition shall apply to the Two-Stage Tendering Method of Procurement whenever a procuring entity considers that there is a need for effective international competition.
- 44.02 Procuring Entities shall follow the procedures set out in **Clause 32.02** with regard to Procurement using the Two-Stage Tendering Method for aspects related to advertisement, Tender validity, technical specifications and payment currency except the provisions for domestic preference which are not applicable for methods other than open Tendering.
- 44.03 The reasons for the selection of Procurement by the Two-Stage Tendering Method shall be documented.
- 44.04 In the case of international Procurement under Two Stage Tendering Method process and proceedings in flow-charts **Appendix -D** shall be followed

45.00 SINGLE-STAGE TWO ENVELOP METHOD:

- 45.01 The provision of **Clause 29.00 and 33.00** with regard to Open Tendering with international competition shall apply to the Single-Stage Two Envelop Tendering Method of Procurement whenever a procuring entity considers that there is a need for effective international competition.
- 45.02 Procuring Entities shall follow the procedures set out in **Clause 33.00**—with regard to Procurement using the Single-Stage Two Envelop Tendering Method for aspects related to advertisement, Tender validity, technical specifications and payment currency except the provisions for domestic preference which are not applicable for methods other than open Tendering.

46.00 REQUEST FOR QUOTATION (RFQ) METHOD IN THE PROCUREMENT OF GOODS, WORKS, ETC.:

46.01 In the case of Procurement of goods and services in bulk from the international market RFQ Method with prior approval of the Head of Procuring Entity, shall be used.

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

46.02.01 for Procurement of spare parts to meet an urgent need;

46.02.02 for Procurement of spare parts quoted in established markets;

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

46.03 The procedures to be followed for Procurement of commodities under this method shall be the same as in procedure for national RFQ are as follows:

46.03.01 a list of potential Suppliers may be drawn up for a given period of time during which periodic invitations are to be issued for Procurement of any particular commodities;

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

46.03.03 a single currency in which the goods & Services is usually priced in the market may be used for Tendering and payment shall be specified in the Request for Quotations;

46.03.04 standard contract conditions and forms consistent with market practices shall be used.

47.00 LIMITED TENDERING METHOD:

47.01 A Procuring Entity may engage in Procurement of Goods, related Services, Works or Physical Services by means of the Limited

Tendering Method with international competition in accordance with this Clause whenever a Procuring Entity considers there is a need for effective international competition.

47.02 The procedures as applicable for Limited Tendering Method in the case of Local Procurement as per **Clause 31.00** shall also be followed for Procurement under this method with international competition.

47.03 The reasons for use of the method shall be recorded and maintained.

48.00 DIRECT TENDERING METHOD:

48.01 A Procuring Entity may engage in Procurement by means of the Direct Procurement Method in accordance with **Clause 36.00 to 41.00** whenever a Procuring Entity considers that there is a need for international Procurement.

48.02 The justification for use of this method shall be recorded and maintained.

48.03 The procedures as applicable for Direct Procurement Method in the case of Local Procurement shall also be followed for Procurement under this method with international competition

49.00 FRAMEWORK CONTRACT.






49.01 Procuring Entities may enter into a framework Contract for the supply of a quantity of similar items at specified prices during a defined period, in order to avoid repeated Tendering for the same requirement as well as obtain better prices through economics of scale.

49.02 Framework Contracts may be concluded following Open or Limited Tendering with one or more Suppliers to provide a range of Goods and physical Services over a defined period of time not exceeding three (3) years.

49.03 If the procuring entity requires to procure goods and related services identical to those for which another procuring entity has already concluded a framework contract, such procurement may be undertaken under the contract already concluded.

49.04 Framework Contracts shall not be used to procure items or Goods for prices higher than the market prices.

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CHAPTER - 5

PROCUREMENT OF INTELLECTUAL AND PROFESSIONAL SERVICES

50.00 METHODS FOR PROCUREMENT OF INTELLECTUAL AND PROFESSIONAL SERVICES AND THEIR USE.

50.02 The prime consideration in the selection of the successful Consultant in the Procurement of intellectual and professional Services shall be given to the quality of a Consultant's Technical Proposal.

50.03 The Procuring Entity shall encourage the involvement of national Consultants in assignments with international competition.

50.04 Depending on the nature and complexity of assignments, different methods as specified in this part of these Clauses may be used. Provided that the QCBS and SFB shall be the preferred options for selection of Consultants

50.04.01 Quality & Cost Based Selection (QCBS) is the preferred method that shall be used in most cases and shall take into account-

- the quality of the Proposal; and
- the cost of the Services.

50.04.02 Selection under a Fixed Budget (SFB) is appropriate only when -

- the assignment is relatively simple and can be precisely defined; and
- the budget is fixed.

50.04.03 Least Cost Selection (LCS)- is appropriate for the selection of Consultants for an assignment of a standard or routine nature such as audits, architectural and engineering designs of non-complex Works, where established practices and standards exist and in which the Contract amount is small.

50.04.04 Selection Based on Consultant's Qualifications (SBCQ)- The Procuring Entity may consider using SBCQ for very small

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assignments, for which the cost of a full-fledged selection process would not be justified, such as -

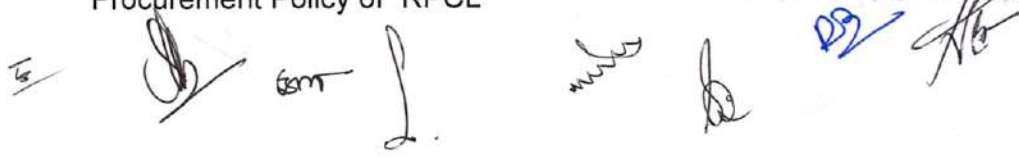
- a. brief evaluation studies at critical decision points of projects (review of alternative solutions with large downstream effects);
- b. executive assessment of strategic plans;
- c. high level, short-term legal expertise; and
- d. participation in project review expert panels.

50.04.05 Single Source Selection (SSS) of firms or individual consultants (firms or individual)- may be used only if it presents a clear advantage over competition in exceptional cases as specified below-

- a. where a rapid selection is essential (for example, in an emergency operation),
- b. for very small assignment;
- c. when only one (1) firm or an individual Consultant is qualified or has experience of exceptional worth for the assignment; and
- d. It may also be appropriate for tasks that represent a natural continuation of previous work carried out by the Consultant;

50.04.06 Selection of Consultants by a Design Contest (DC): Carrying out a Design Contest is a selection method under which short-listed firms, in general architectural firms, are invited to submit their conceptual design for a physical project, such as a monument, research centre, office headquarters or transportation terminal

50.04.07 Selection of Individual Consultants Individual Consultants may be employed for assignments for which the qualifications and experience of the individual are the overriding requirement and no team of staff and no additional professional support are required.

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50.05 The Procuring Entity may publish in its website the name of the Consultant to which the Contract was awarded, price, duration and scope of the Contract.

51.00 PROCEDURES FOR SELECTION UNDER THE QUALITY AND COST BASED SELECTION (QCBS) METHOD —

51.01 The procedures of QCBS are as follows

- (a) a Request for Expressions of Interest (EOI) as laid down in **Clause 58.00** is advertised to invite interested Applicants in order to prepare a shortlist of Applicants;
- (b) a Request for Proposals (RFP) shall be prepared and sent to short-listed Consultants selected following the provisions of **Clause 62.00** ;
- (c) after receiving the Proposals the PEC shall meet to evaluate the Proposals;
- (d) the evaluation of Proposals shall be carried out in two (2) stages in the following manner -
 - (i) the Technical Proposals shall be evaluated;
 - (ii) the financial Proposals of technically responsive Proposals shall be opened in the presence of the Applicants or their representatives who wish to attend;
 - (iii) a combined evaluation of Technical and Financial Proposals shall follow and the Applicant with the winning Proposal will be invited to negotiate.

52.00 PROCEDURES FOR SELECTION UNDER A FIXED BUDGET (SFB)

52.01 The Procedures to be followed for the SFB Method shall be the same as for the Quality and Cost Based Method, with the following exceptions, namely -

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

53.00 PROCEDURES FOR SELECTION UNDER LEAST COST SELECTION (LCS)

53.01 The procedures to be followed for the LCS method shall be the same as for the QCBS Method except that -

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- (a) the RFP shall state that following evaluation of Technical Proposals and opening of Financial Proposals, the Applicant offering the lowest evaluated price shall be selected for negotiations, as described in **Clause 66.00**;
- (b) under this method Proposals passing the technical score threshold shall then be treated equally and evaluated on the basis of cost only.

54.00 PROCEDURES FOR SELECTION OF CONSULTANTS BASED ON CONSULTANT'S QUALIFICATIONS (SBCQ)

- 54.01** The Procuring Entity shall select the Consultants with the best possible qualifications.
- 54.02** The Procuring Entity shall not compromise with the quality while aiming to reduce the cost and time needed to hire a Consultant.
- 54.03** The Procuring Entity shall first prepare the TOR and then request the Expressions of Interest and qualification information on the Consultants' experience and competence relevant to the assignment from Consultants in the data base.
- 54.04** The Procuring Entity shall establish a short-list and select the firm with the best qualifications and references.
- 54.05** The procedures to be followed for the SBCQ Method shall be the same as for the QCBS Method except that only the selected firm shall be asked to submit a combined Technical and Financial Proposal and will then be invited to negotiate the Contract if the Technical Proposal proves acceptable.

55.00 PROCEDURES FOR SELECTION UNDER SINGLE SOURCE SELECTION (SSS)

- 55.01** The justification for SSS shall be examined in the context of the overall interests of the Procuring Entity to ensure economy and efficiency and provide equal opportunity to Consultants; therefore the decision to use SSS Method shall be approved in writing by the

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Head of a Procuring Entity, or an officer authorised by him or her, and documented.

55.02 The selected Consultant shall be issued the RFP or TOR, as the case may be, and shall be requested to submit a Technical and Financial Proposal upon the receipt of which negotiations shall be held between the Proposal Evaluation Committee and the selected Consultant and all aspects of its Proposal, whether technical or financial, shall be discussed together in order to reach an agreement.

55.03 When continuity for downstream work is essential, the initial RFP shall outline this prospect.

55.04 For such downstream assignments, the Procuring Entity shall ask the initially selected Consultant to prepare technical and financial Proposals on the basis of the TOR furnished by the Procuring Entity, which shall then be negotiated.

56.00 PROCEDURES FOR SELECTION OF CONSULTANTS BY A DESIGN CONTEST (DC).

56.01 Carrying out a Design Contest is a selection method under which short-listed firms, in general architectural firms, are invited to submit their conceptual design for a physical project, such as a monument, research centre, office headquarters or transportation terminal.

56.02 The conceptual design forming the main output of the DC is expected to highlight the aesthetic aspects of the project in addition to its technical characteristics.

56.03 The Procuring Entity shall either draw up a short-list of prospective Applicants on the basis of experience, capability and reputation; or if it has difficulty developing a good short-list, it may widely advertise the Design Contest and invite Expressions of Interest from firms that believe themselves qualified.

56.04 The Procuring Entity shall send the short-listed Applicants a Request for Design Proposals including a letter of invitation, project information to proponents including a data sheet to

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address specific features and a TOR composed of the design criteria, and other data as relevant.

- 56.05 Evaluation criteria may include innovation, aesthetic content, adequate blending with the surroundings, efficient use of the available space, attractiveness for the potential users, incorporation of energy savings and other environmentally friendly considerations, revenue generation potential, if any, and estimated construction cost.
- 56.06 Each short-listed Applicant shall present its sealed Proposal containing the preliminary conceptual design and related cost estimate responding to the request for design Proposal Documents.
- 56.07 Upon receipt of the Proposals, the Proposal Evaluation Committee shall proceed with the evaluation of the proposed designs in accordance with the broad evaluation criteria spelled out in the Request for Design Proposals and submit the Evaluation Report in accordance with **Clause 69.00**.
- 56.08 The standard Request for Proposal Document may need to be adjusted to suit the specific requirements of the competition.

57.00 SELECTION OF INDIVIDUAL CONSULTANTS (SIC).

- 57.01 Individual Consultants may be employed in accordance with **Clause 50.04.07** for assignments for which the qualifications and experience of the individual are the overriding requirement and no team of staff and no additional professional support are required.
- 57.02 Individual Consultants may be selected following an EOI advertisement through comparison of qualifications and experience of the candidates who have expressed interest in the assignment or have been approached directly by the Procuring Entity.
- 57.03 Individuals shall demonstrate in their EOI that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.

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57.04 The capability of individuals shall be judged on the basis of academic background, experience in the field of assignment, and as appropriate, knowledge of the local conditions, as well as language and culture.

57.05 Following the completion of the evaluation of the Applicants' qualifications, the short listed Applicants may be invited for interviews and the selected Applicant will then be invited to negotiate fees or remuneration, Reimbursable, the inputs available from the Procuring Entity, etc., and subsequently to sign the Contract.

57.06 In order to select the most suitable candidate efficiently within a reasonable budget, the Procuring Entity may prepare a list of alternate candidates in order of priority.

57.07 Notwithstanding anything contained in this Clauses, with prior approval of the Head of the Procuring Entity, individual Consultant may be employed without EOI advertisement in the following conditions, namely –

- (a) if the assignment is a continuation of the previous;
- (b) if the duration of the assignment is less than six (6) months;
- (c) if it becomes necessary to accomplish the assignment on urgent basis due to natural disaster;
- (d) in the case of assignment when only one (1) individual is considered as qualified consultant.

57.08 In the case of Selection Individual Consultant, in accordance with the **Clause 57.07 except Clause-57.07(d)**, the decision shall be made considering the educational qualifications and work experiences by collecting at least three CV from interested Consultants.

57.09 Rule 112(8) & (9) of PPR'2008 may also be followed wherever it deemed to be applicable.

58.00 SUBMISSION OF EXPRESSIONS OF INTEREST (EOI).

58.01 A Request for Expressions of Interest (EOI) will be issued in order to receive the background information about interested Applicants necessary to prepare a short-list of Applicants to which, at a later date, the RFP will be issued.

58.02 The Request for EOI shall be advertised as described in **Clause 10.00** and shall allow potential Applicants the period of minimum fourteen (14) days for national Procurement and Minimum twenty-one (21) days for international Procurement to present their Expressions of Interest.

58.03 The EOI Request shall contain at least the following information -

- (a) the name and address of the Procuring Entity;
- (b) a brief description of the assignment, detailing the scope of the intellectual and professional Services required;
- (c) the requirement to provide information about experience, resources, professional staff, and delivery capacity indicating their qualification for the assignment;
- (d) the place and deadline for submission of their written EOI; and
- (e) any other details which the Procuring Entity considers to be of assistance to potential Applicants.

58.04 All EOI Requests shall state only one (1) place to which the EOI shall be submitted as 'multiple dropping' is not acceptable for this purpose.

58.05 A prospective Applicant shall, following the advertisement of a Request for EOI, submit an EOI by the due date and time and to the place specified in the advertisement.

59.00 OPENING OF EXPRESSIONS OF INTEREST.

59.01 Expression of Interest may be submitted by courier, mail, fax or e-mail.

59.02 There shall be no public opening for the Expressions of Interest.

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59.03 A Procuring Entity shall, immediately after the deadline specified in the advertisement for Expressions of Interest, convene a meeting of the Proposal Opening Committee (POC), constituted under **Clause 15.00**, for the purpose of opening the Expressions of Interest and recording the names of all Applicants and any other pertinent details thereof.

59.04 The POC, having completed the record of opening, shall send the Expressions of Interest received and the opening record to the Proposal Evaluation Committee.

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60.00 ASSESSMENT OF EXPRESSIONS OF INTEREST AND APPROVAL OF SHORT-LIST, ETC.

60.01 A Proposal Evaluation Committee (PEC) constituted under **Clause 16.00** shall, on the basis of the information specified in the Request of Expressions of Interest, review and assess the Expressions of Interest received, in order to prepare a short-list composed of Applicants who are considered to be best qualified to undertake the assignment.

60.02 The assessment of an Applicant's qualifications shall review the following information requested in the Expressions of Interest to determine appropriateness for the assignment, using a qualification scale (not marking) of Excellent, very Good, Good and poor to determine the best combination of qualified Applicants -


- (a) brochures submitted by the Applicants summarizing their facilities and areas of expertise;
- (b) descriptions of similar assignments;
- (c) experience in similar operating environments and conditions;
- (d) availability of appropriate experience and professional qualifications among Applicant's staff and adequate resources to carry out the assignment; and
- (e) managerial strength and financial capacity.

60.03 Following the assessment, the PEC shall prepare a short-list, composed of not less than four (4) and not more than seven (7) Applicants which have met the requirements of the EOI and who in the opinion of the PEC indicate sufficient and adequate capacity to perform the assignment under consideration, and submit its report with recommendations to the Head of the Procuring Entity for approval.

60.04 If after assessment the number of short-listed Applicants is less than four (4), the PEC shall review the assignment to verify that -

- (a) the format of the Request for Expressions of Interest was correct;

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- (b) it met the requirements of the Procuring Entity; and
- (c) it was properly advertised as per **Clause 10.00**.

60.05 If the process under **Clause 60.04** was found to be in compliance with these Clauses, then a short-list with less than four (4) Applicants can be recommended by the PEC for the approval of the Head of the Procuring Entity.

60.06 If greater competition is sought, the Head of the Procuring Entity may give direction to make appropriate amendments to the assignment to make it more attractive to the consulting industry and then re-advertise the Request, but ensuring a wider publicity, provided that Procuring Entities shall not resort to the practice of re-advertisement as a routine matter, but instead should always make efforts to invite Requests for Expressions of Interest that will enable them to finalize adequate short-lists in the first round of advertisement.

60.07 If after re-advertising under **Clause 60.06**, the number of re-assessed and short-listed Applicants is still less than four (4), the short-list should be considered as final and the Request for Proposal shall be issued to the lower number of short-listed Applicants.

60.08 Following the approval of the EOI Assessment Report by the Head of the Procuring Entity or an officer authorised by him or her or an Approving Authority, all Applicants participating in the EOI may be informed whether or not they have been short-listed by the Procuring Entity.

61.00 PREPARATION OF THE TERMS OF REFERENCE (TOR).

61.01 In preparing the TOR, the Procuring Entity shall generally provide the following information in order to assist Applicants in the preparation of their Proposals -

- (a) background information on the Procuring Entity and about the broader project environment within which the assignment will take place;
- (b) objectives and scope of the assignment;
- (c) the duration of the assignment;
- (d) services and surveys necessary to carry out the assignment and the expected outputs;
- (e) details of the number of staff to be trained, the training timetable and the topics, if already known, shall be specifically outlined where transfer of knowledge, or training is an objective to enable applicants to estimate the required level of resources;
- (f) the facilities and support to be provided to the Consultant by the Procuring Entity or user or beneficiary entity during the assignment; and
- (g) Institutional arrangements;
- (h) details of existing relevant studies and basic data and their availability and location of the data;
- (i) The TOR should not be too detailed or inflexible so that Applicants are able to propose their own methodology and staffing, and they shall be encouraged to comment on the TOR in their Proposals.
- (j) The respective responsibilities of the Procuring Entity or beneficiary entity and the Consultant shall be clearly defined in the TOR.

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- (k) The scope of the Services described in the TOR shall be consistent with the available budget.

62.00 PREPARATION AND ISSUE OF REQUEST FOR PROPOSAL (RFP) DOCUMENT.

62.01 A Procuring Entity shall prepare a Request for Proposal (RFP) Document using the applicable standard RFP Documents and distribute such Documents to the short listed Applicants.

62.02 The RFP shall have, as a minimum the following information -

- (a) the name and address of the Procuring Entity;
- (b) a description of the assignment required, normally by means of a "Terms of Reference" (TOR);
- (c) a requirement in respect of QCBS, SFB and LCS Methods that Proposals be submitted in two (2) sealed inner envelopes, each appropriately marked and placed together into one (1) single outer envelope that is sealed and marked as described in the RFP; and that one (1) inner envelope shall contain the Applicant's Technical Proposal without any reference to price and the second inner envelope shall contain the Applicant's Financial Proposal;
- (d) a clear indication in the text of the RFP that failure to follow the instructions on sealing and marking of the envelope may result in pre-disclosure of price for which the Applicant shall be solely and entirely liable and may also constitute grounds for declaring the Proposal non-responsive;
- (e) a reminder that Consultants for current consultancy assignments, which may involve potential future



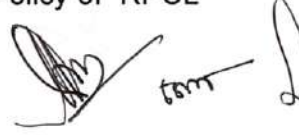





conflicts of interest, shall exclude themselves from participating in the Procurement of Goods and related Services and Works and physical Services which may follow as a result of or in connection with the consultancy assignment;

- (f) a reminder that an Applicant who has carried out an earlier related assignment, whereby a potential conflict of interest may reasonably be considered to exist, then the Applicant shall also exclude itself from participation in the subsequent assignments;
- (g) the place and deadline for the submission of Proposals;
- (h) the Evaluation Criteria; and
- (i) the Contract format to be used in which the respective obligations of both the Consultant and the Procuring Entity shall be stated.

62.03 The RFP shall consist of -

- (i) Letter of Invitation (LOI) including the short-list;
- (ii) Instructions to Applicants or Consultants (ITA or ITC) as the case may be;
- (iii) Proposal Data Sheet (PDS);
- (iv) General Conditions of Contract (GCC);
- (v) Particular Conditions of Contract (PCC);
- (vi) Standard Contract Form;
- (vii) Terms of Reference (TOR); and
- (viii) Appendices (if any).

62.04 The Procuring Entity shall use only the applicable standard RFPs most suitable for each case.

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- 62.05** The Procuring Entity shall normally not change the standard RFP Document and any specific issues shall be addressed in the Proposal Data Sheet and in the Particular Conditions of Contract.
- 62.06** The LOI shall state the intention of the Procuring Entity to enter into a Contract for the provision of consulting Services, the source of funds, the details of the beneficiary entity, the list of short-listed Consultants and the date, time and address for submission of Proposals.
- 62.07** The Procuring Entity shall list in the LOI all the Documents to be included in the RFP.
- 62.08** The ITA or ITC shall contain all necessary information to help Applicants prepare responsive Proposals and to make the selection procedure as fair and as transparent as possible by providing information on the Proposal submission process and the evaluation criteria.
- 62.09** If a short-listed Consultant could derive a competitive advantage from having provided consulting Services related to the assignment in question, the Procuring Entity shall make available to all short-listed Consultants together with the RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants such as designs, study reports, strategy papers.
- 62.10** The Procuring Entity shall prepare a realistic cost estimate in order to allocate an accurate budget to the assignment.
- 62.11** The Procuring Entity may break down the assignment into its composite tasks (activities), if applicable, with each task showing the professional fees required and corresponding Reimbursables and a contingency, if desired, to provide for both physical and financial contingencies.
- 62.12** The cost estimate prepared by the Applicant shall be based on the Procuring Entity's assessment of the resources needed to carry out the assignment including staff-months, logistical support and physical inputs.

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62.13 Costs shall be generally divided into two (2) broad categories -

- (a) fees or remuneration according to the type of Contract used; and
- (b) Reimbursable, in the case of time-based contracts, which are amounts payable against Documentary evidence for expenses such as air tickets, per diems, visa costs, medical expenses, transportation costs, office rental costs, purchase of vehicles, office equipment, office furniture, etc on actual basis.

62.14 The cost of staff-months shall be estimated on a realistic basis in accordance with the level of expertise required and the desired proportion of international and national Consultants.

62.15 The items listed in **Clause 62.13(b)** as reimbursable expenditures are examples only and shall vary according to the TOR and, in particular, the facilities to be provided to the Consultant by a Procuring Entity or user or beneficiary entity;

62.16 The only actual fixed cost quoted by an Applicant in its Proposal is the fee rate or remuneration to be charged for its personnel to undertake the assignment.

62.17 For certain specific Services, such as for pre-shipment inspection, Procurement Agency Services, training of students in institutes or universities, advertising activities in privatisation or twinning, the Procuring Entity may need to adjust the formats or tables in the Standard RFP Document issued by the CPTU.

62.18 Applicants shall be given at least the minimum **twenty-eight (28) days** for national Procurement and minimum **forty two (42) days** for international Procurement for preparation of Proposals.

62.19 The RFP shall indicate the time periods whereby the Procuring Entity can entertain any request by an Applicant for clarification as well as the timing of the issue of the corresponding response.

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62.20 The Request for Proposal may be sent to the short-listed Applicants by e-mail or by courier.

62.21 Considering the nature of a clarification requested it may become necessary to extend the deadline for submission of Proposals and such clarification shall also be issued to all short-listed Applicants.

62.22 If a pre-Proposal meeting is intended to clarify any issues, the time and date of the pre-Proposal meeting shall be specified in the PDS.

62.23 The RFP for QCBS shall consider the following when defining the evaluation criteria -

(a) Cost, as a criterion of selection, shall be considered judiciously and shall be of lesser importance in the evaluation of Proposals than the quality of the Proposals and the qualifications of the Applicant;

(b) the relative weight to be given to quality and cost shall be determined on a case-by-case basis depending upon the nature of the assignment and could be divided between quality and price as high as eighty percent and twenty percent (80% and 20%) respectively where, in cases like multidisciplinary, feasibility and management studies, the intellectual and professional quality of the Consultant is overriding;

(c) the minimum point to be achieved in the Technical Proposal evaluation shall be seventy (70);

- (d) Technical Proposals not achieving the minimum technical points required shall be considered not suitable and their Financial Proposals shall be returned unopened to the Applicant;
- (e) for standard types of Services such as pre-shipment and other inspection Services, Procurement Services, training of students in universities, and the like, where adequate quality is normally guaranteed by business or regulatory standards, the weighting between quality and price could be sixty-five percent and thirty-five percent (65% and 35%), sixty percent and forty percent (60% and 40%), fifty-five percent and forty-five percent (55% and 45%) or even as low as fifty percent and fifty percent (50% and 50%), whereby the LCS Method can also be relevant; and
- (f) since cost is a criterion in the evaluation of Proposals, the RFP shall not state the budget or official estimate for the assignment that has been allocated by either the Procuring Entity or user or beneficiary entity, but it shall indicate the estimated or expected level of inputs of key professional staff, staff time being expressed in person-months or weeks or days, that is considered necessary to undertake the assignment in order to enable the Applicant to prepare its own cost estimate to carry out the assignment.

62.24 The following five (5) general criteria may be used to evaluate Technical Proposals but not limited to -

- (a) Specific experience of the Applicants;
- (b) Adequacy of the proposed methodology and work plan in response to the TOR;

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- (c) Key staff's qualifications and competence for the assignment;
- (d) Suitability of the transfer of knowledge program, i.e. training, where there is, such a program; and
- (e) National participation, i.e. the extent to which nationals have been included among key staff; where applicable.

62.25 When determining the points to each criterion under **Clause 62.24**, the Procuring Entity shall consider -

- (a) the points given to experience can be relatively low, since this factor has already been taken into account when short-listing the Applicant;
- (b) in the case of complex assignments, such as multidisciplinary, feasibility or management studies, more points should be given to the methodology and work plan and similarly higher points may be preferable for key staff in assignments where personnel input is of paramount importance;
- (c) transfer of knowledge may be more important in some assignments and in such cases, it should be given higher points to reflect its importance; and
- (d) when RFPs are issued on an international basis, points can be awarded for the use of national Consultants as key staff and generally the maximum number of points available shall be ten (10).

62.26 Allocation of Points to Main Criteria under this Clause for different types of assignments

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	SPECIFIC EXPERIENCE	ADEQUACY OF METHODOLOGY AND WORK PLAN	KEY STAFF QUALIFICATIONS	TRANSFER OF KNOWLEDGE (WHERE APPLICABLE)	NATIONAL PARTICIPATION (WHERE APPLICABLE)	TOTAL POINTS
Guidance	5-10	20-50	40-60	0-20	0-10	100
Type of assignment						
1. Technical assistance/ training	5-10	20-35	50-60	0-20	0-10	100
2. Pre-investment studies	5-10	35-50	40-50	0-10	0-10	100
3. Design	5-10	30-45	40-50	0-10	0-10	100
4. Implementation/ supervision	5-10	20-35	50-60	0-10	0-10	100

62.27 The marking criteria may be allocated in a different structure if it is required in special cases. But the criteria should be included in the RFP.

63.00 SUBMISSION AND OPENING OF PROPOSALS.

63.01 The Applicants shall consider the following when submitting their Proposals -

- (a) A short-listed firm is not allowed to form a joint venture with a firm that has not been short-listed without the approval of the Procuring Entity;
- (b) A short-listed Applicant shall not participate in more than one Proposal;
- (c) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or

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have an extended and stable working relationship with it;

- (d) The *curricula vitae* shall be signed by the individual Consultants and dated;
- (e) It is essential to ensure accuracy in the *curricula vitae* and commitment of key staff submitted with the proposals;
- (f) A key professional shall not be proposed by more than one Firm, except for a nominated sub consultant; and
- (g) Non-compliance with these important requirements will result in rejection of the proposal.




63.02 For opening the Technical Proposals, the Procuring Entity shall convene the meeting of the Proposal Opening Committee (POC) constituted under **Clause 15.00**.

63.03 The Financial Proposals shall be kept closed in the safe custody in the Archive until such time as the evaluation of technical Proposals has been completed.


63.04 A POC shall send the Technical Proposals and the record of opening *in a closed box* through the Procuring Entity to the Proposal Evaluation Committee constituted under **Clause 16.00**, for evaluation.

64.00 EVALUATION OF TECHNICAL PROPOSALS.

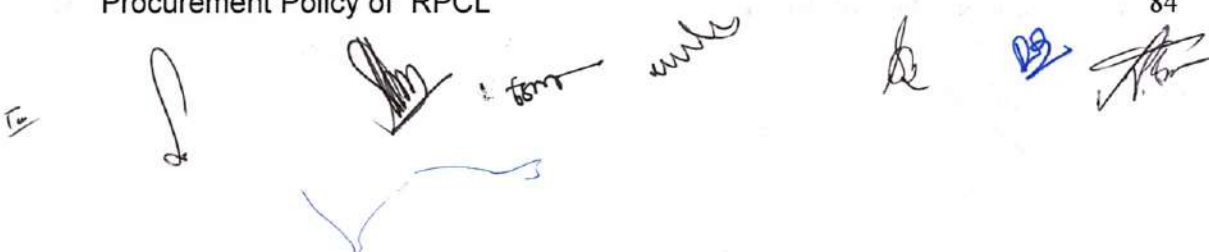
64.01 A Proposal Evaluation Committee (PEC) shall evaluate all Technical Proposals, in accordance with the RFP and the relevant provisions of these Clauses.

(12)









- 64.02** If Proposals are received or invited from Applicants with whom member(s) of the PEC have business or other close links, such member(s) shall be replaced, in order to avoid conflicts of interest.
- 64.03** Under QCBS (Quality and Cost Based Selection), SFB (Selection under Fixed Budget); LCS (Least Cost Selection), the First Stage of the evaluation shall involve only an examination and evaluation of the Technical Proposals and such evaluation shall be carried out by the PEC as specified in the RFP.
- 64.04** The PEC members themselves shall evaluate each Proposal on the basis of its responsiveness to the TOR, and a Proposal shall be considered unsuitable or non-responsive and it shall be rejected if it does not respond to important aspects of the TOR or if it fails to achieve the minimum technical point specified in the RFP.
- 64.05** Once technical proposals are received and opened, consultants shall not be required nor permitted to change the substance of the Proposal, the key staff, and so forth.
- 64.06** In the event that only one (1) Proposal achieves the minimum technical point , then with the approval of the Head of the Procuring Entity, or an officer authorized by him or her or an Approving Authority (if the Approving Authority is below the level of the Head of the Procuring Entity), the Financial Proposal will be opened and examined.
- 64.07** A Procuring Entity shall forward a single Proposal to the PEC for evaluation if only one (1) is submitted on the due date and time, provided that all short-listed Applicants have been requested to submit Proposals allowing the time specified in the RFP.
- 64.08** Each member of the PEC shall evaluate separately each Proposal, and then the point for each Proposal will be calculated as the average of the points given by all members of the PEC for the respective Proposal.
- 64.09** In the case of major differences in the points assigned by an individual evaluator, the Chairperson shall look into the differences



and ask the concerned individual evaluator to explain and justify his points provided that,

- (a) if his justification has no convincing grounds, his evaluation shall be discarded;
- (b) if his justification has convincing grounds and the evaluator turns out to be the only one mastering the subject, a new PEC shall be assembled in which the individual evaluator will be a member.

64.10 A Proposal Evaluation Report shall be prepared clearly indicating the technical points attributed to each Proposal, in order to identify Applicants who have achieved the required minimum technical points and who shall be considered in the combined technical and financial evaluation.

64.11 The Technical Evaluation Report shall be submitted to the Head of the Procuring Entity, an officer authorised by him or her or an Approving Authority (if the Approving Authority is below the level of the Head of the Procuring Entity) in the same manner as under **Clause 27.00**.

65.00 EVALUATION OF FINANCIAL PROPOSALS.

65.01 Upon approval of the Technical Evaluation Report by the Head of the Procuring Entity, or an officer authorised by him or her or an Approving Authority (if the Approving Authority is below the level of the Head of the Procuring Entity), the Applicants who attained at least the minimum technical points specified in the RFP shall be invited to a public opening of their Financial Proposals.

65.02 At the public opening, the PEC shall announce the technical points for each Proposal which has achieved the minimum technical points, together with its respective price.

65.03 The financial Proposal shall be checked to verify that it is arithmetically correct and any errors in calculation shall be notified to the Applicant.

65.04 If pricing of activities of any item is required, activities and items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.

65.05 Where an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal.

Example

if a Technical Proposal indicates the presence of the team leader at the assignment site for twelve (12) months and the Financial Proposal indicates only eight (8) months, an adjustment should be calculated by adding the corresponding amount of staff remuneration to the proposed technical amount.

65.06 Reimbursable items priced by the Applicants shall be reviewed both for arithmetical errors and content and if it is determined that an item has been included that is not required by the Consultant, it shall be omitted from the Proposal and not considered in the financial evaluation.

Example

The Consultant has priced office rent while the RFP indicates that the Procuring Entity or the beneficiary entity will provide it

65.07 In the case of Lump-Sum Form of Contract, no corrections shall be applied to the Financial Proposal.



66.00 COMBINED TECHNICAL AND FINANCIAL EVALUATION FOR QCBS.

66.01 The technical score shall be calculated in the combined Technical and Financial Evaluation as shown in the following example:

Example

If a Technical Proposal achieved ninety (90) points and the weighting applied to this was eighty percent (80%), then by applying this weighting the technical score of the proposal would be ninety times eighty percent equals seventy-two (90 x 80% = 72).

66.02 The financial score of each Proposal shall be determined in a manner so as to ensure that the Financial Proposal with the lowest evaluated cost is given one hundred (100) points and other Proposals pro-rata points, reduced by the same percentage that the cost of their Proposal is higher than that of the lowest cost Proposal.

Example

*If a bidder offered Tk 100 in his Financial Offer He scored 100. A second bidder quoted Tk. 120 his score will be $[100/120]*100 = 83.33$. Then by applying this weighting the financial score of the 2nd proposal would be $(83.33 \times 20\% = 16.67)$.*

Example

If the lowest cost Financial Proposal is say Tk. one (1.0) million, then the financial points awarded to it would be one hundred (100) (the maximum) and the resulting financial scores would then be:

Proposals	Cost	Points	Weight	Score
Lowest Financial Proposal	Tk. 1.0 million	100	20%	20

Next highest Financial Proposal	Tk.1.2 million	83.3	20%	16.66
Next higher Financial Proposal	Tk. 1.5 million	66.6	20%	13.32

66.03 The technical score plus the financial score gives the combined score and the Consultant with the highest combined score shall be invited for Contract negotiations.

67.00 NEGOTIATIONS.

67.01 Upon completion of the Evaluation of the Proposals, a PEC shall -

- (a) in the case of Quality and Cost Based Selection (QCBS) Method, check the combined Technical and Financial Evaluation Report and invite the Consultant that scored the highest in the combined Technical and Financial Evaluations for negotiations;
- (b) in the case of Fixed Budget Selection (FBS) Method, invite the Consultant that submitted the highest ranked Technical Proposal within the budget for negotiations;
- (c) in the case of the Least Cost Selection (LCS) Method, invite the Consultant that quoted the lowest price among those who passed the minimum technical points for negotiations.

67.02 The Proposal Evaluation Committee shall, in order to conclude a Contract, invite and negotiate with the successful Consultant only on the following components of its Proposal:

- (a) Methodology;
- (b) Work plan and activity schedule;
- (c) Organization and staffing;
- (d) Deliverables;
- (e) Training inputs, if training is a major component;
- (f) Client or Procuring Entity's inputs;
- (g) Reimbursables, in the case of time-based Contracts; and
- (h) Proposed Contract price.

67.03 A PEC shall neither seek nor permit changes in the rates quoted for staff remuneration proposed by an Applicant in selection methods where the Applicant's price is used as a factor in the evaluation.

67.04 The PEC may require the consultant to substitute a key staff, if it was found during Evaluation that he is not fit enough for the proposed assignment.

67.05 If an extension of validity of proposals was the reason that key staff were not available for a Firm, a change of key staff with equivalent or better qualification may be permitted.

67.06 During negotiations special attention shall be paid to defining clearly the inputs and facilities offered by the Procuring Entity.

67.07 Negotiations shall include discussions about the TOR but shall not significantly alter the original TOR so that the integrity of the negotiations and the content and findings of the technical Evaluation Report cannot be called into question.

67.08 Major reductions in work inputs shall not be made solely to meet the budget.

68.00 FAILURE OF NEGOTIATIONS AND REJECTION OF ALL PROPOSALS.

68.01 If negotiations fail and all Proposals are found to be non-responsive and unsuitable, the Procuring Entity may, with the approval of the Head of the Procuring Entity, reject them under the following grounds -

- (a) The Proposals present major deficiencies in responding to the RFP.
- (b) The Cost Proposals are substantially higher than the estimated budget and could not be bridged during negotiations.

68.02 Before rejecting all Proposals, the Head of the Procuring Entity should investigate the feasibility of increasing the budget or scaling down the scope of Services to meet the original budget.

68.03 If the Head of the Procuring Entity decides finally to reject all Proposals, the Procuring Entity shall reassess the proposed TOR and budget and undertake an accurate review of the RFP (including the short-list) to reduce the risks of non-responsive Proposals.

69.00 APPROVAL PROCESS.

69.01 The Evaluation Report along with its recommendations and minutes of the completed negotiations shall be submitted to the Approving Authority in the manner as prescribed under **Clause 27.00**.

69.02 The Approving Authority, as described in the Delegation of Financial Powers, shall consider the Evaluation Report and the recommendations as submitted by the PEC and take a decision in accordance with **Clause 17.00**.

69.03 The Approving Authority shall communicate its decision to the Head of the Procuring Entity and others concerned.

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70.00 SIGNING OF CONTRACT:

- 70.01** The PEC and the successful Consultant shall, in order to conclude the negotiations, sign the agreed minutes of negotiations and initial the proposed draft Contract agreement.
- 70.02** The Procuring Entity shall upon receipt of the approval for the signing of the Contract, and provided that no complaint has been lodged invite the successful Consultant to sign the Contract.
- 70.03** The type of Contract shall be as specified in the RFP, i.e. Time-based or Lump Sum Contract.
- 70.04** The Consultant receiving an award of Contract shall not be required to submit any performance security.
- 70.05** The Procuring Entity shall assure that a necessary provision have been included in the RFP to the effect that the Consultant shall be contractually obligated, in the event their performance of the Services does not meet the standards and requirements set in the Contract, to re-perform the Services at their own expense or to indemnify the Procuring Entity for losses that it may suffer.

71.00 COMPLETION OF THE PROCESS.

- 71.01** A Procuring Entity may, following the signing of the Contract with the successful Consultant, inform all the other Consultants who's Proposal was technically responsive that they are unsuccessful.
- 71.02** The Procuring Entity shall publish in its website, where applicable, the name of the Consultant to which the Contract was awarded.

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CHAPTER - 6

CONTRACT ADMINISTRATION AND MANAGEMENT

72.00 WORKS CONTRACT ADMINISTRATION AND MANAGEMENT

72.01 In case of large and complex work for the purpose of controlling time, cost and quality, the *Engineer-in-Charge* shall follow up the Work Programme for large and complex work and ensure that within the time stated in the contract -

- (a) the Contractor submits to the Engineer-in-Charge for approval of a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works;
- (b) the Contractor submits to the Engineer-in-Charge for approval of an updated Programme at specified intervals, being no longer than the period stated in the contract conditions; and
- (c) the Contractor provides the Engineer-in-Charge with an updated cash flow forecast when updating the Programme.

72.02 The Procuring Entity may withhold any payment certificates under the terms of the contract until the Works Programme has been submitted under clause 78.01.

72.03 The Procuring Entity shall **extend the Intended Completion Date** with approval of the Managing Director, if a Compensation Event occurs or a Variation Order is issued which does not make it possible to complete the Works by the Intended Completion Date without the Contractor incurring additional cost

72.04 The Engineer-in-Charge shall check the works executed by the Contractor and notify the Contractor of any **Work Defects** found

without relieving the Contractor of his contractual obligations concerning the quality of the Works.

72.05 The Engineer-in-Charge may instruct the Contractor to search for a Defect or to uncover and test any work that the Engineer-in-Charge considers may have a Defect.

72.06 The Engineer-in-Charge shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Contract; and the Defects Liability Period shall be extended for as long as Defects remain to be corrected.

72.07 If the Contractor has not corrected a Defect within the time specified in the Engineer-in-Charge's notice, the Engineer-in-Charge shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount so assessed.

72.08 The Procuring Entity shall make **Advance Payment**, if Contract has any such provision, to the Contractor for the amounts and by the date specified, where applicable, against a Bank Guarantee in a form and by a bank acceptable to the Procuring Entity.

72.09 The Contractor shall use the advance payment only to pay for the mobilization of Equipment, Plant, Materials and expenses required specifically for execution of the Contract

72.10 The Advance Payment shall be repaid by deducting at proportionate rate from payments due to the Contractor, based on percentages of the actually completed Works/Supply.

72.11 The Guarantee for the Advance Payment shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the proportion of advanced amounts adjusted by the Contractor and no interest shall be charged on the advance payment.

72.12 The basis for payment shall be the Bill of Quantities used to determine the Contract Price.

- 72.13 The Contractor shall submit to the Engineer-in-Charge monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 72.14 The Engineer-in-Charge shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 72.15 The value of work executed shall be determined by the Engineer-in-Charge and shall comprise the value of the items/work completed as per the rates in the Bill of Quantities.
- 72.16 The Engineer-in-Charge on the basis of information received later may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified.
- 72.17 A **Variation Order** may be prepared, following the provisions of **Clauses 38.00, 39.00 and 40.00**, so long as the value of such additional Works does not exceed the threshold specified in the DoFP
- 72.18 The items quantified in the BOQ for which no rates or prices have been quoted shall be deemed covered by the amounts of other rates and prices in the Contract.
- 72.19 In the case of **compensation events** the provisions detailed in the GCC and PCC shall be followed.
- 72.20 The Contractor shall be liable to pay **liquidated damages** at the rate per day or week as specified in the contract for each day of delay from the Intended Completion Date of the original Contract or Extended Completion Date provided that -
- (a) The total amount of liquidated damages shall not exceed the amount defined in the contract.
 - (b) The Procuring Entity shall deduct liquidated damages from payments due to the Contractor.
- 72.21 Payment of liquidated damages shall not relieve the Contractor from its obligations.

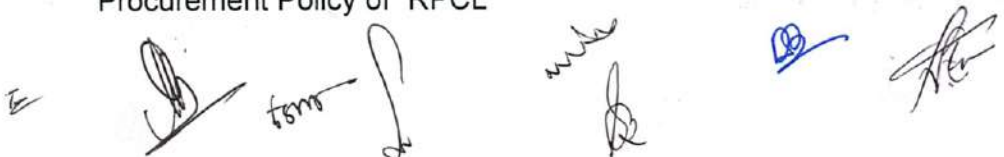
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72.22 The Engineer-in-Charge shall certify the **Final Payment** within fifty-six (56) days of receiving the Contractor's account if it is correct and complete, if the payable amount claimed by the Contractor is correct and the corresponding works are completed provided that,

- (a) If it is not, the Engineer-in-Charge shall issue a Defects Liability Schedule Within fifty-six (56) days from the Contractor's request for Final Payment, stating the scope of the corrections or additions that are necessary;
- (b) If the corrections or additions scheduled by the Engineer-in-Charge has been completed, the Engineer-in-Charge shall issue a Defects Correction Certificate;
- (c) If the Final Account of Works is unsatisfactory even after it has been resubmitted, the Engineer-in-Charge shall decide on the amount payable to the Contractor with justifications and issue a payment certificate accordingly.
- (d) For large and complex contract a committee would be constituted for recommendation to issue Provisional Acceptance Certificate (PAC) and Final Acceptance Certificate (FAC) by the competent authority as per DoFP.

72.23 If "as built" Drawings or operating and maintenance manuals are required, the Contractor shall supply them by the dates specified in the contract.

72.24 If the Contractor does not supply the Drawings and manuals, under **Clause 72.23**, by the dates specified in the contract, or they do not receive the Engineer-in-Charge's and Procuring Entity's approval, the Procuring Entity shall withhold the amount stated in the contract from payments due to the Contractor.

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72.25 A **Certificate of Completion** of the Works shall be issued by the Procuring Entity and the Engineer-in-Charge shall do so upon deciding that the work is completed under **Clause 72.22**.

73.00 ADMINISTRATION OF GOODS CONTRACTS

73.01 The Engineer-in-Charge shall check compliance with the technical specifications of Goods and arrange for inspection of its quality and quantity according to the provision of the contract.

73.02 The Procuring Entity may engage an external agent for the purpose of conducting pre-shipment inspection of Goods and shall arrange factory test witness by internal delegate of Procuring Entity.

73.03 The Engineer-in-Charge shall check the compliance with delivery schedule and conditions and, arrange to settle delays.

73.04 The Procuring Entity shall arrange timely payments following the contract terms and irrevocable letter of credits;

73.05 The Procuring Entity shall ensure compliance of maintenance guarantee, after sales services and warranty obligations;

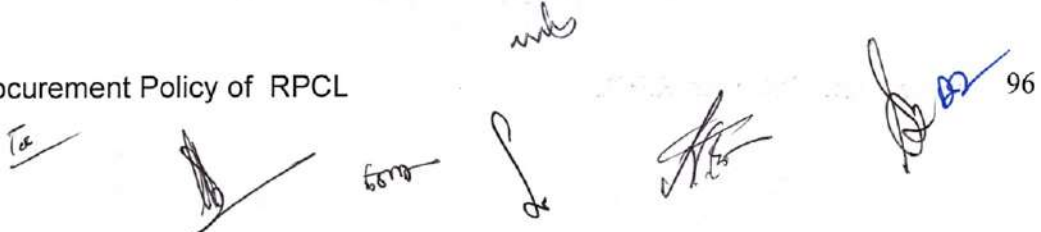
73.06 The Procuring Entity shall ensure the application of the General Conditions of Contract and other terms specified in the Particular Conditions of Contract.

73.07 Each of the items procured must be inspected after its arrival at site (Post landing inspection).

74.00 ADMINISTRATION OF CONSULTANCY SERVICES CONTRACTS.

74.01 For the purpose of controlling time, cost and quality; in the case of procurement of Services from inception to completion of the contract administration and management,, may include the following -

Procurement Policy of RPCL

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- (a) reviewing the quality of designs, studies and other Services provided for in the assignment;
- (b) monitoring the progress and timely completion of deliverables in the case of lump sum contracts and, utilization of person-months in the case of Time-based Contracts;
- (c) monitoring the Consultant's reports and the availability of the key personnel specified in the Appendices for all types of consultancy related Contracts;
- (d) providing timely comments and feedback to the Consultants reports in line with the provisions of the Contract ;
- (e) adhering to the work plan and allocation of time for assigned activity ;
- (f) providing timely assistance to the Consultant as per provision of the Contract;
- (g) paying monthly payments or payments against deliverables;
- (h) determining appropriateness of any changes to the scope of work;
- (i) monitoring delays, additional tasks and the need for extensions of Contract;
- (j) issues relating to indemnification; and
- (k) General Conditions of Contract (GCC), Particular Conditions of Contract (PCC) and other terms as specified in the Request for Proposals (RFP).

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75.00 TERMINATION OF CONTRACTS AND SETTLEMENT OF DISPUTES.

75.01 The Procuring Entity or the Contractor and the Consultant may terminate the Contract, in accordance with the General Conditions of Contract, if the other party causes a fundamental breach of the Contract.

75.02 The Procuring Entity shall refer to grounds on which, in accordance with the provisions of GCC, a Contract is terminated, and such grounds may include, in particular -

- (a) termination by the Procuring Entity on the grounds of default of the Supplier, Contractor or Consultant in the performance of the Contract;
- (b) termination by the Procuring Entity in the public interest;
- (c) termination pursuant to the *force majeure*; and
- (d) termination for the convenience of the Procuring Entity.

75.03 In the event that a Contract is terminated, the subsequent actions for concluding the contracts physically and financially shall be laid down in clear terms in the conditions of the Contract.

75.04 Any disputes or claims arising out of the implementation of the Contract shall be dealt with chronologically for settlement by amicable solutions, adjudications and arbitration in accordance with such provisions laid down in the Contract.

76.00 MAINTAINING RECORDS OF PROCUREMENT

76.01 The Procuring Entities shall maintain records and Documents both physically and electronically regarding their Procurement activities for minimum period of 5 (Five) years in carrying out its Procurement monitoring responsibilities for meaningful Procurement Post Reviews and, Audits to take place. Longer than five (5) years in special cases with the approval of the Head of Procuring Entity or an authorized officer.

76.02 The Procurement record shall be maintained from the beginning of procurement planning up to the full completion of contractual obligations.

76.03 Each Procurement record shall, as a minimum, contain the following Documents and information, -

- (a) a brief description of the Goods and related Services, Works and Physical Services or intellectual and professional Services procured and wherever applicable, the justification for using a method other than open Tendering;
- (b) a copy of the published advertisement as well as a copy of the invitation for Applications, Tenders, Proposals, Quotations or other solicitations ;
- (c) a copy of the original cost estimate for the Contract;
- (d) the names and addresses of Tenderers or Applicants who submitted Tenders, Proposals or Quotations; the name and address of the Tenderer or Consultant to whom the Contract was awarded as well as the Contract price;
- (e) a copy of any Pre-Qualification, Tender, Proposal or other solicitation Documents;
- (f) minutes of Tender or Proposal opening meeting;
- (g) all communications with Tenderers or Applicants;
- (h) the pre-disclosed criteria for evaluation criteria and its application, and evaluation report and comparative

statement of Tenders or Proposals or Quotations received;

- (i) the record of approval of the Evaluation Report and the Contract Document;
- (j) information relating to any decision on temporary suspension or annulment of any Procurement proceedings after having been initiated;
- (k) Documentation with respect to any appeal or complaint concerning the Procurement proceedings;
- (l) delivery and acceptance reports for Goods, completion report and measurement books for Works and, completion report for Services;
- (m) copies of all Amendments made to the Contract and, those Extra Work or Variation Orders issued affecting the conditions of the Contract relating to the Contract price and the delivery or Work completion schedule; and
- (n) all records of the payment including the bills, invoices for Procurement of Goods, Works and Services.
- (o) Inspection Reports
- (p) Commissioning Reports
- (q) Final Acceptance Reports (FAC), Provisional Acceptances Report (PAC)
- (r) As built drawing/ report where applicable
- (s) Receive and inspection (R&I) report.

77.00 MAINTAINING LISTS OF QUALIFIED POTENTIAL SUPPLIERS OR CONTRACTORS.

77.01 A Procuring Entity may maintain list(s) of enlisted or qualified potential Tenderers for use only in the case of Procurement in accordance with the Limited Tendering Method (LTM), and in such cases the Person's qualifications shall be reviewed and updated on an annual basis.

77.02 The Procuring Entity may invite potential Suppliers and Contractors to submit documents in support of their qualifications for enlistment if they wish to participate in procurement under the LTM.

77.03 In the case of enlisting Suppliers or Contractors by the Procuring Entities the following procedures shall be followed -

- (a) the Procuring Entity shall maintain the list by types and categories of Supply or Works ;
- (b) the list stated under Clause 76.03(a) shall be prepared by a Committee formed as follows and approved by the Head of the Procuring Entity or an officer authorized by him or her;

Minimum of three (3) members, of which
 - One (1) member may represent the financial unit,
 - One (1) member may represent the technical units of the concerned Procuring Entity and
 - One (1) member may be from outside the Procuring Entity.
- (c) the Procuring Entity shall convene meetings of that Committee once in a year to update the list with additions of new Persons or upgrading or downgrading of Persons;
- (d) the annual advertisement notice shall allow all the interested Persons at least seven (7) days in advance of the meeting

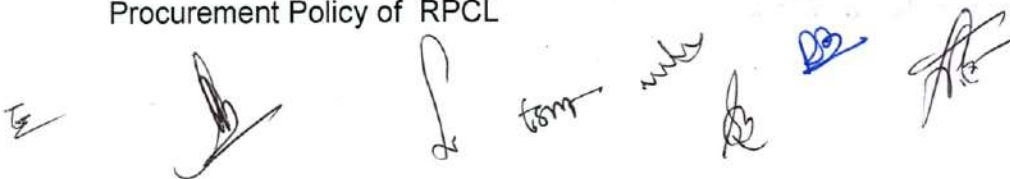
through advertisement to provide the required Qualification information.

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SCHEDULE-1

General Instruction to Delegation of Financial Power (DoFP)

- 01.00 Financial Power and Responsibility:** To achieve the company's goal and to avoid delay in the disposal of financial matters, the board of Rural Power Company Ltd. (RPCL) delegates the financial powers in respect of non-development (Revenue) expenditure to the Managing Director and various level of officers of the company.
- 02.00** In exercising this limit of power every officer must ensure that-
- 02.01** All the expenditure incurred for the purpose of the company's business or interest.
- 02.02** Budget allocated are spent for the purpose it is allocated.
- 02.03** The Budgets are spent strictly in accordance with the Clauses and regulations, and the expenditure is not, *prima-facie*, more than the occasion demands and that every officer exercise the same vigilance in respect of expenditure incurred from company's funds as a person of ordinary prudence would exercise in respect of expenditure incurred from the budget.
- 02.04** Actual expenditure does not exceed the sanctioned budget allocation made for the respective items/sub-heads etc.
- 02.05** No expenditure is incurred in anticipation of authorization of annual budget/supplementary grants, without the prior concurrence of the Board of Directors.
- 02.06** All payments and receipts are correctly classified under appropriate heads of accounts.
- 03.00** Managing Director as the chief executive officer of the Company shall be the Head of the Procuring Entity (HOPE). By virtue of this Delegation of Financial Power (DoFP) the following officers of the company as the authorized person can exercise this financial power as describes in column no 6 of schedule of DoFP.

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Sl. No	Span of Power	Approving officer	Equivalent status of Approving officer	Remarks
1.	First	Managing Director	Managing Director	
2.	Second	Directors	Director, Technical/Finance/ Other Director	
3.	Third	General Manager/	GM Technical/Accounts & Finance/ HRD/Other Equivalent	
4.	Fourth	Deputy General Manager	Company Secretary/DGM Technical/ Accounts & Finance/MIS/ HRD/Other Equivalent	

04.00 The officers as stated in Clause 3.00 will exercise this DoFP if he/she is the head of the office. In spite of this in certain cases not being the head of the office an officer may use this limit of power as per DoFP.

05.00 Financial Power Delegated to an officer can automatically be exercised by his / her higher authority.

06.00 No expenditure can be incurred in excess of approved revised contract or supplementary contract.

07.00 If any expenditure incurred against the budget provision in the financial year but payment can not made for any reasonable ground, the bill may be accounted for through Accounts Payable Voucher (APV) in that financial year. In the case the amount incurred in the APV shall be paid in the following year.

08.00 The budgetary control system should be strictly followed.

09.00 Bills other than establishment which have approved budget but can not be paid in the financial year due to unavoidable circumstance that bill may be paid in the following year.

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10.00 Imprest Fund:

- 10.01** Notwithstanding anything contained in this DoFP, for the smooth operation of Power Station, various Division of Power Station like, Mechanical, Operation, Electrical, Workshop, Civil, I&C etc., the division head can regulate the Imprest fund and can exercise financial power as per Imprest Fund Policy.
- 10.02** Notwithstanding anything contained in this DoFP, for the smooth operation of Corporate Office, various Division of corporate office the division head can regulate the Imprest fund and can exercise financial power as per Imprest Fund Policy.
- 11.00** The Procuring Entity shall not generally split a single work into successive works of lower value when preparing its Procurement Plan with the intention of avoiding either a particular Procurement Method or the obligation of seeking the approval of a higher authority.



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Delegation of Financial Power (DoFP)

Procurement of Goods

Sl. No.	Description	Approving Authority	Financial Limit (Taka)	Remarks
1.	Capital Parts of Plant & Machinery (Foreign Procurement)	Managing Director	3 (Three) Crore	
2.	Capital Parts of Plant & Machinery (Local Procurement)	Managing Director	1 (One) Crore	
3.	Spare Parts, Equipment, Tools, Consumables, Safety Items, Power plant (Foreign Procurement)	Managing Director	1 (One) Crore	
4.	Spare Parts, Equipment, Tools, Consumables, safety Items, related to Power plant (Local Procurement)	Managing Director	1 (One) Crore	
5.	Transformer Oil, Lube Oil for Power Station (Foreign Procurement)	Managing Director	1 (One) Crore Proprietary material: 50 (Fifty) Lac	
6.	Transformer Oil, Lube Oil for Power Station (Local Procurement)	Managing Director	1(One) Crore Govt. org. without tender: 1(One) Crore Proprietary material: 50 (Fifty) lac	Subject to administrative approval
		Director	50 (Fifty) lac Govt. org. without tender: 50 (Fifty) Lac Proprietary material: 30(Thirty) lac	
		GM	30(Thirty) lac Govt. org. without tender: 30(Thirty) lac Proprietary material: 20(Twenty) lac	
		DGM	20(Twenty) lac Govt. org. without tender: 20(Twenty) lac Proprietary material: 15(Fifteen) lac	
6.	All Types of Fuel for Power Plants operation (Gas, Furnace Oil, Diesel etc.) From Govt. Owned Organization	Managing Director	One month stock value	
7	Motor Vehicle Purchase.	Managing Director	50 (Fifty) Lac	
8.	Office equipment- Computer, Computer accessories, Laptop, Software, Multimedia, fax, Photocopier, Printer, Telephone/Mobile set, Camera, CCTV system, modem.	Managing Director	Full	Subject to administrative approval
		Director	1(One) lac	
		GM	50(Fifty) thousand	
		DGM	30(Thirty) thousand	
9.	Office Furniture, fixture, Air Cooler, Refrigerator etc.	Managing Director	Full	Subject to
		Director	1(One) lac	

Procurement Policy of RPCL

Type  *6070* 

Sl. No.	Description	Approving Authority	Financial Limit (Taka)	Remarks
		GM	50(Fifty) Thousand	administrative approval
		DGM	30(Thirty) Thousand	
10.	Land Acquisition/Purchase, Building Purchase	Board Of Directors	Full	
11.	Books & Journal	Managing Director	Full	Subject to administrative approval
		Director	10 (Ten) Thousand	
		GM/ DGM	5 (five) Thousand	
12.	Printing / Stationary items, Toner Cartridge etc	Managing Director	Full	Subject to administrative approval
		Director	2 (Two) Lac	
		GM	1 (One) Lac	
		DGM	50(Fifty) Thousand	
		Manager	30(Thirty) Thousand	

Procurement of Works

Sl. No.	Description	Approving Authority	Financial Limit (Taka)	Remarks
1.	Civil Construction and Land Development	Managing Director	1(One) crore	Subject to administrative approval
		Director	50(Fifty) lac	
		GM	20(Twenty) lac	
		DGM	10(Ten) lac	
2.	Construction of Power Station, Sub-station, Line and related goods, works and services.	Board Of Directors	Full	Subject to administrative approval
		Managing Director	1(One) crore	
		Director	25(Twenty Five) lac	
		GM	10(Ten) lac	
3.	Renovation, Repairs & Maintenance of Civil and building works	Managing Director	Full	Subject to administrative approval
		Director	10(Ten) Lac	
		GM	2(two) lac	

Procurement Policy of RPCL

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Sl. No.	Description	Approving Authority	Financial Limit (Taka)	Remarks
		DGM	1(One) lac	
4.	Repairs/Maintenance/Inspection/ Overhauling works related to Power plant <i>including material cost</i> (Foreign Procurement)	Managing Director	5(Five) Crore	
5.	Repair/Maintenance/ Inspection/ Overhauling works related to Power plant <i>including material cost</i> (Local Procurement)	Managing Director	Full	Subject to administrative approval
		Director	10(Ten) lac	
		GM	5(Five) lac	
		DGM	2(Two) lac	
6.	Repair & Maintenance of Office equipment- Computer, Computer accessories, Laptop, Software, Multimedia, fax, Photocopier, Printer, Telephone/Mobile set, Camera, CCTV system, modem etc. <i>including material cost.</i>	Managing Director	Full	Subject to administrative approval
		Director	50(Fifty) Thousand	
		GM	30(Thirty) Thousand	
		DGM	25(Twenty Five) Thousand	
7.	Repair & Maintenance of Office Furniture, fixture, <u>Motor vehicles</u> , Air Cooler, Refrigerator etc.	Managing Director	Full	Subject to administrative approval
		Director	Full	
		GM	50(Fifty) Thousand	
		DGM	25(Twenty Five) Thousand	
8.	Carrying/ Transportation of Material, Machinery & Equipment, Fuel (HFO & Diesel)	Managing Director	50(Fifty) lac	

Procurement of Services

Sl. No.	Description	Approving Authority	Financial Limit (Taka)	Remarks
1.	Intellectual/Consultancy/Expert Services/ Testing & Inspection / Legal Advisor (Foreign & Local)	Managing Director	50 (Fifty) lac	
2.	C&F Agent/ Event Management/ Insurance Premium etc.	Managing Director	50 (Fifty) lac	
3.	Advertising in Print and Electronic media	Managing Director	5 (Five) Lac	
4.	Appointment of security service, Hiring of Transport, House Rent or outsourcing for different services etc.	Managing Director	Full	Subject to administrative approval
		Director	1(One) lac	
		GM	50(Fifty) Thousand	
		DGM	25(Twenty Five) Thousand	

Procurement Policy of RPCL

Tech

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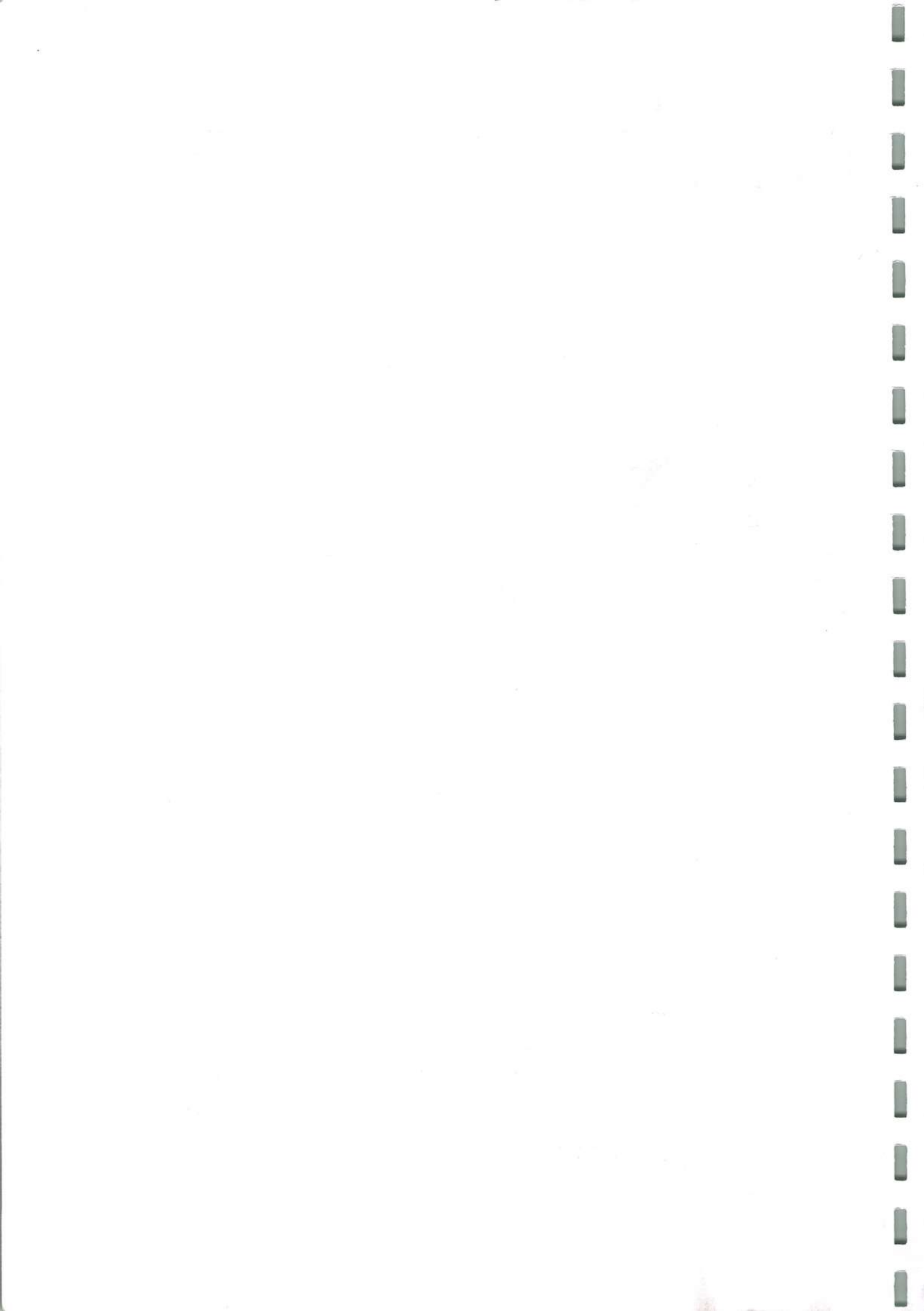
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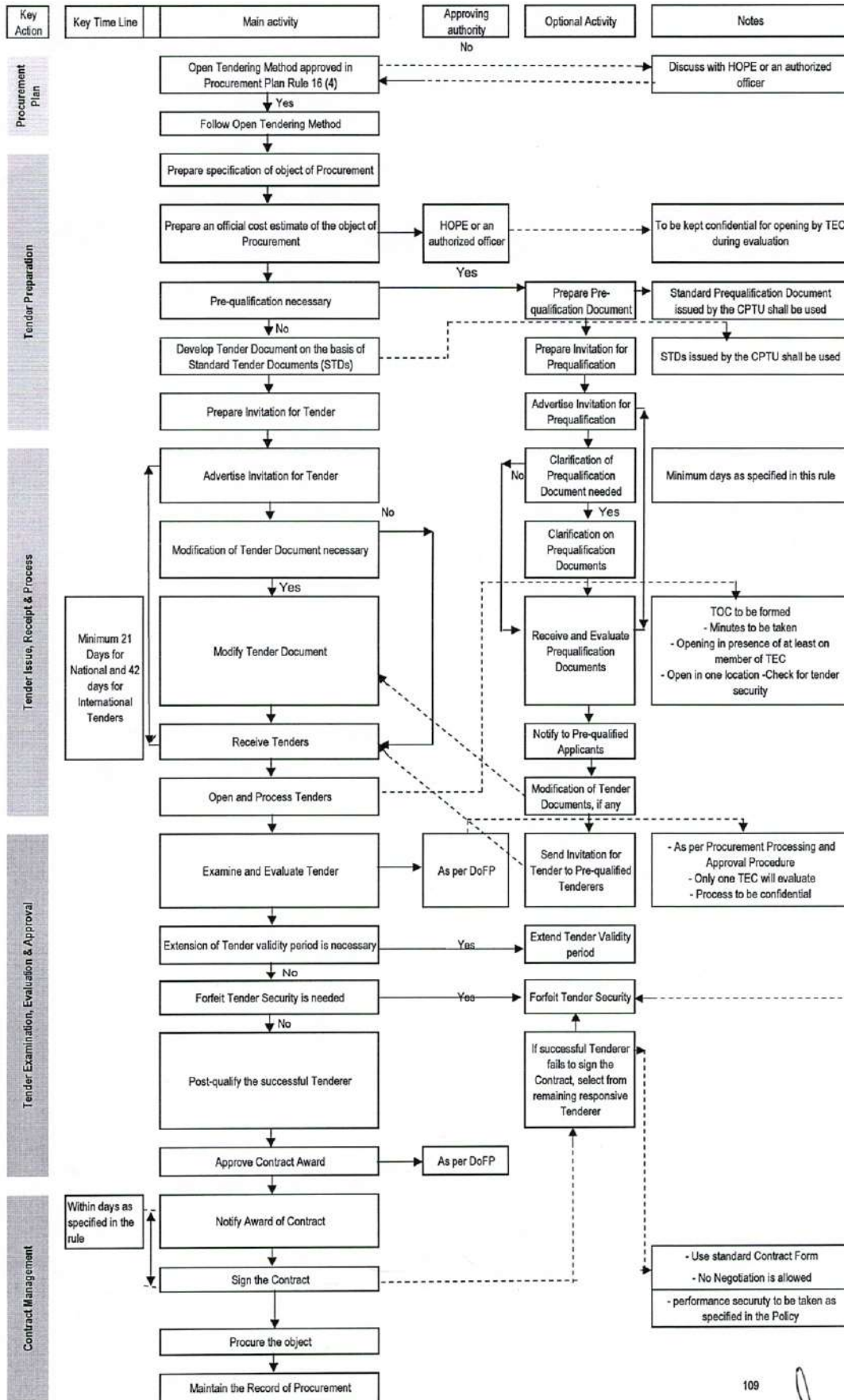
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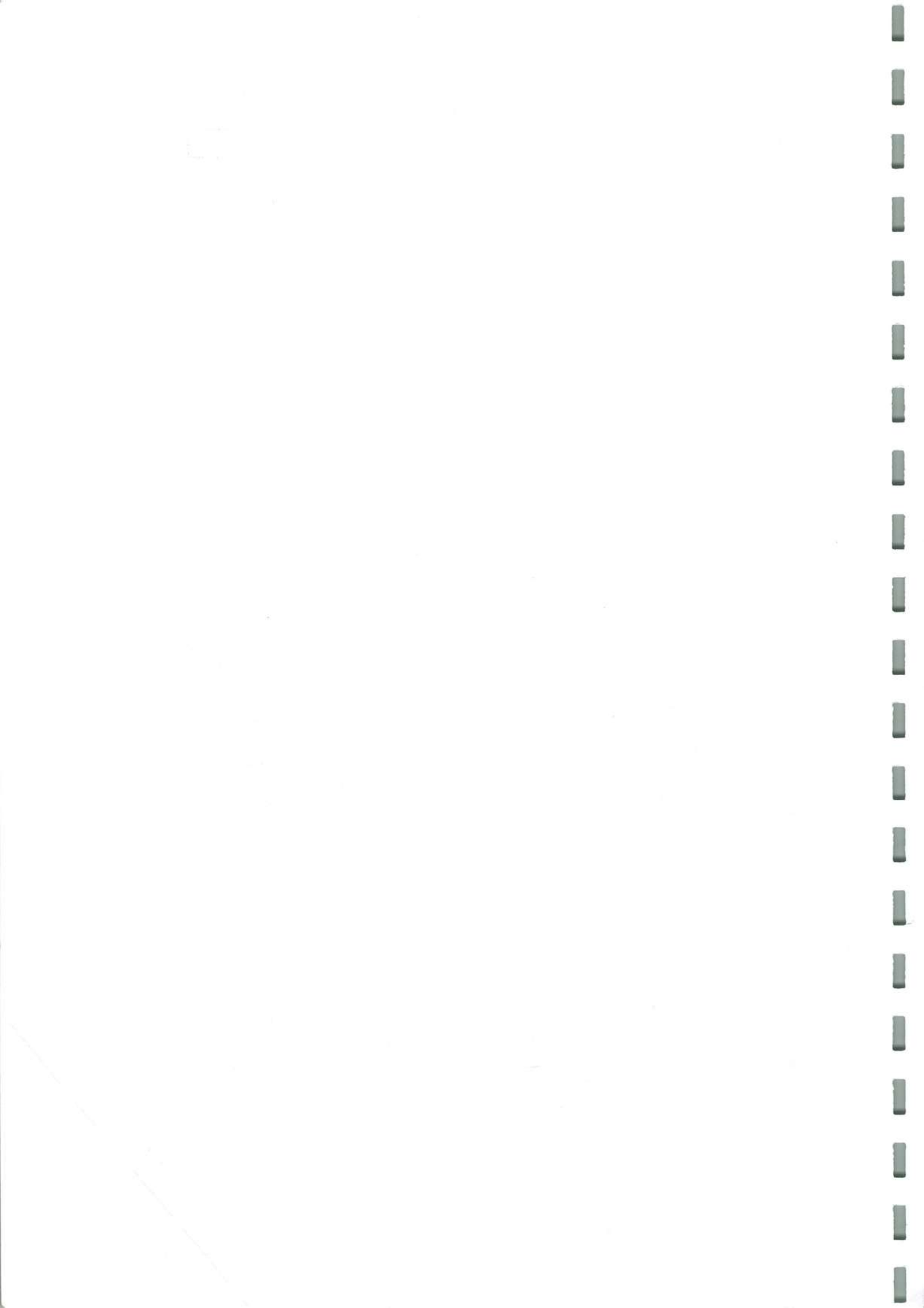
SCHEDULE-2

OPEN TENDERING METHOD

Appendix-A



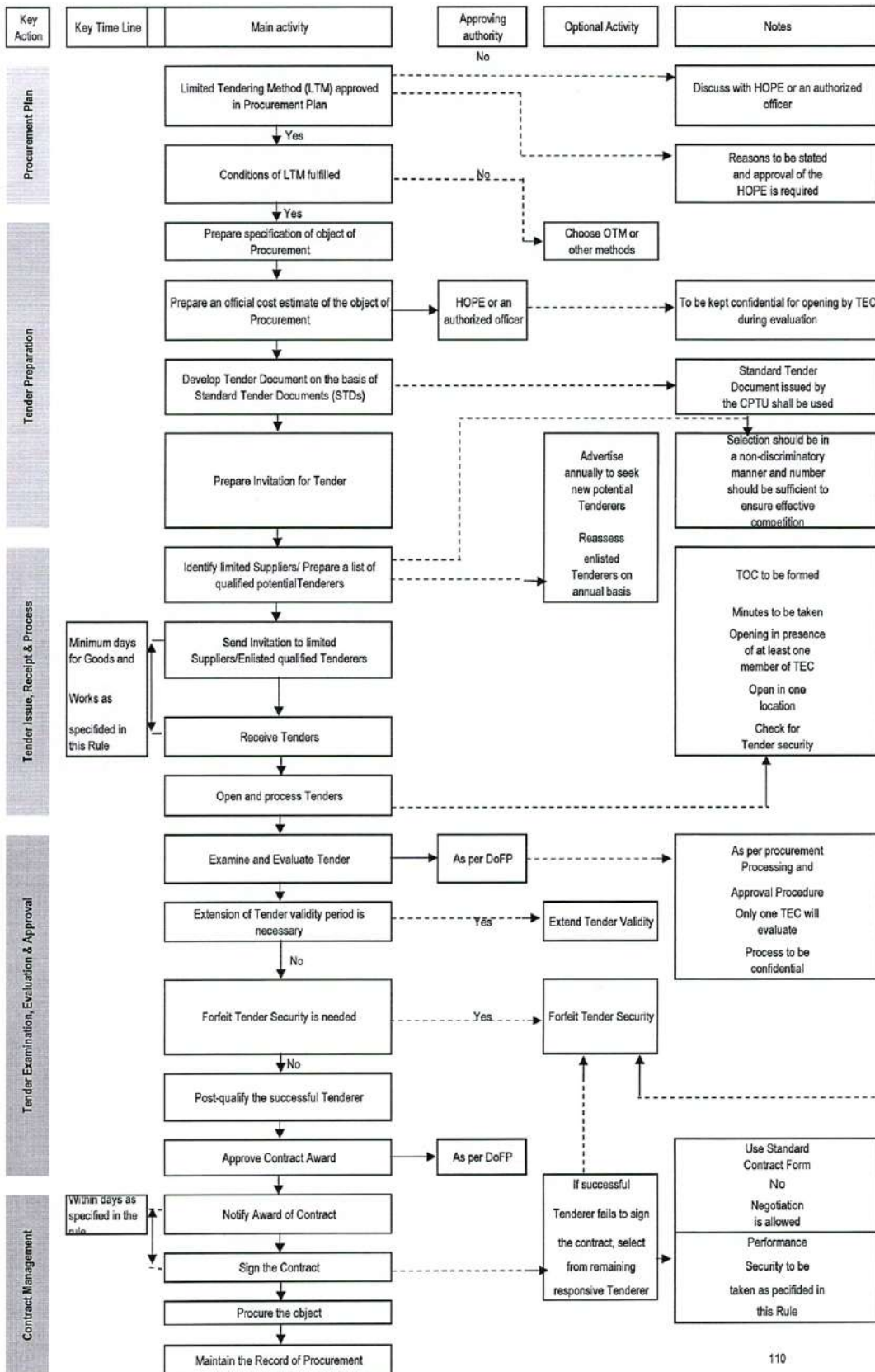
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SCHEDULE-2

LIMITED TENDERING METHOD

Appendix-B



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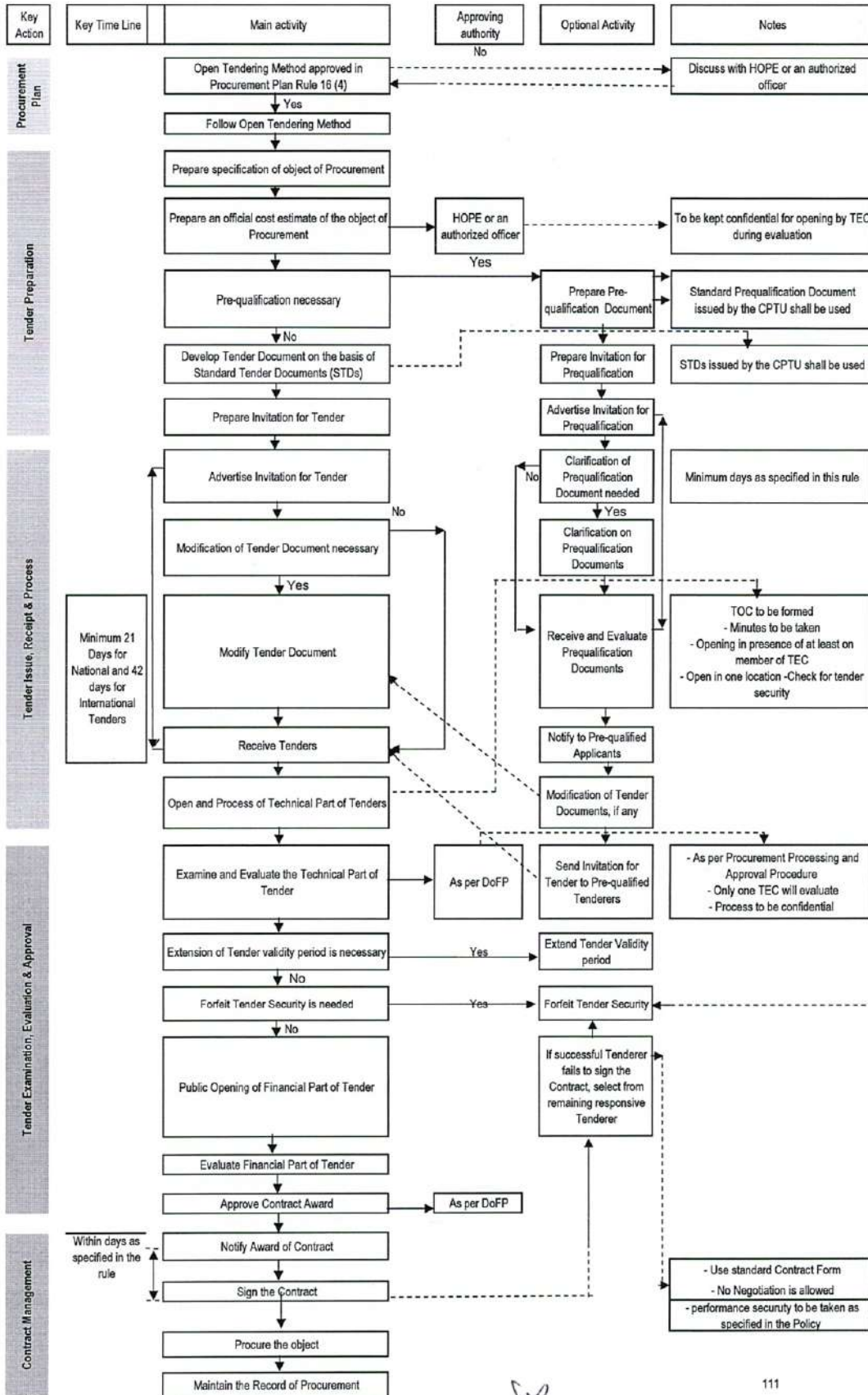
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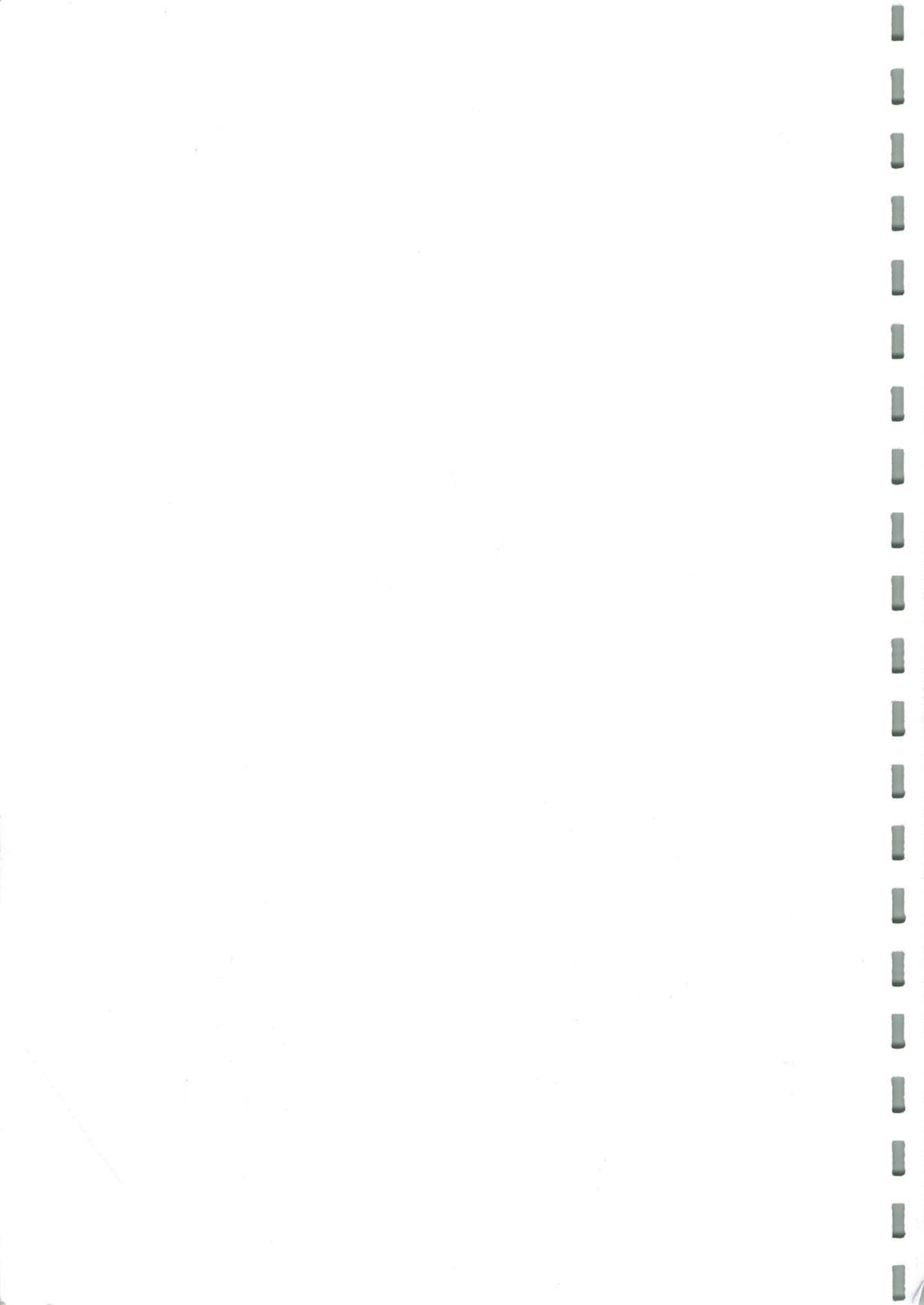
SCHEDULE-2

SINGLE STAGE TWO ENVELOPE METHOD

Appendix-C



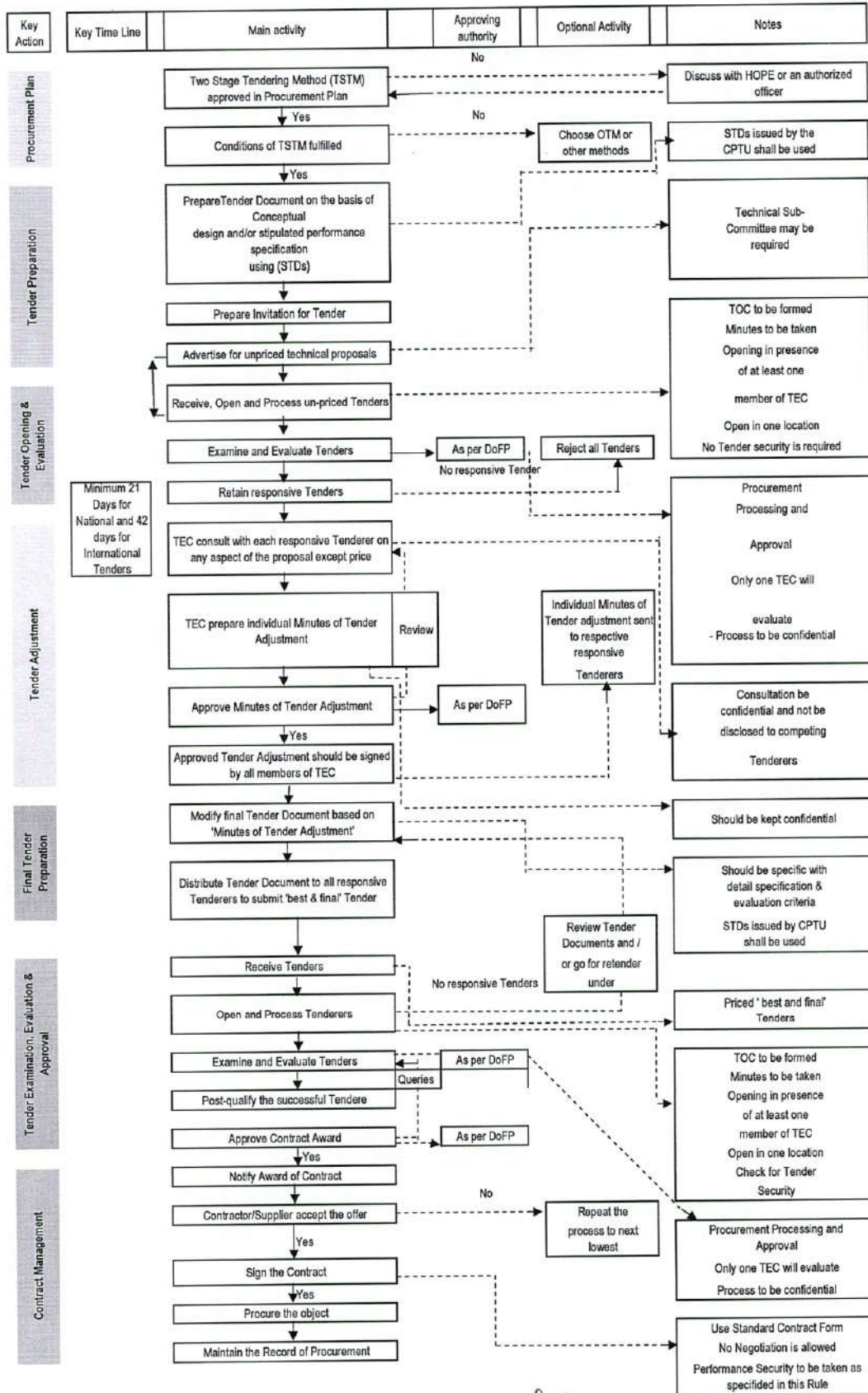
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SCHEDULE-2

TWO STAGE TENDERING METHOD

Appendix-D



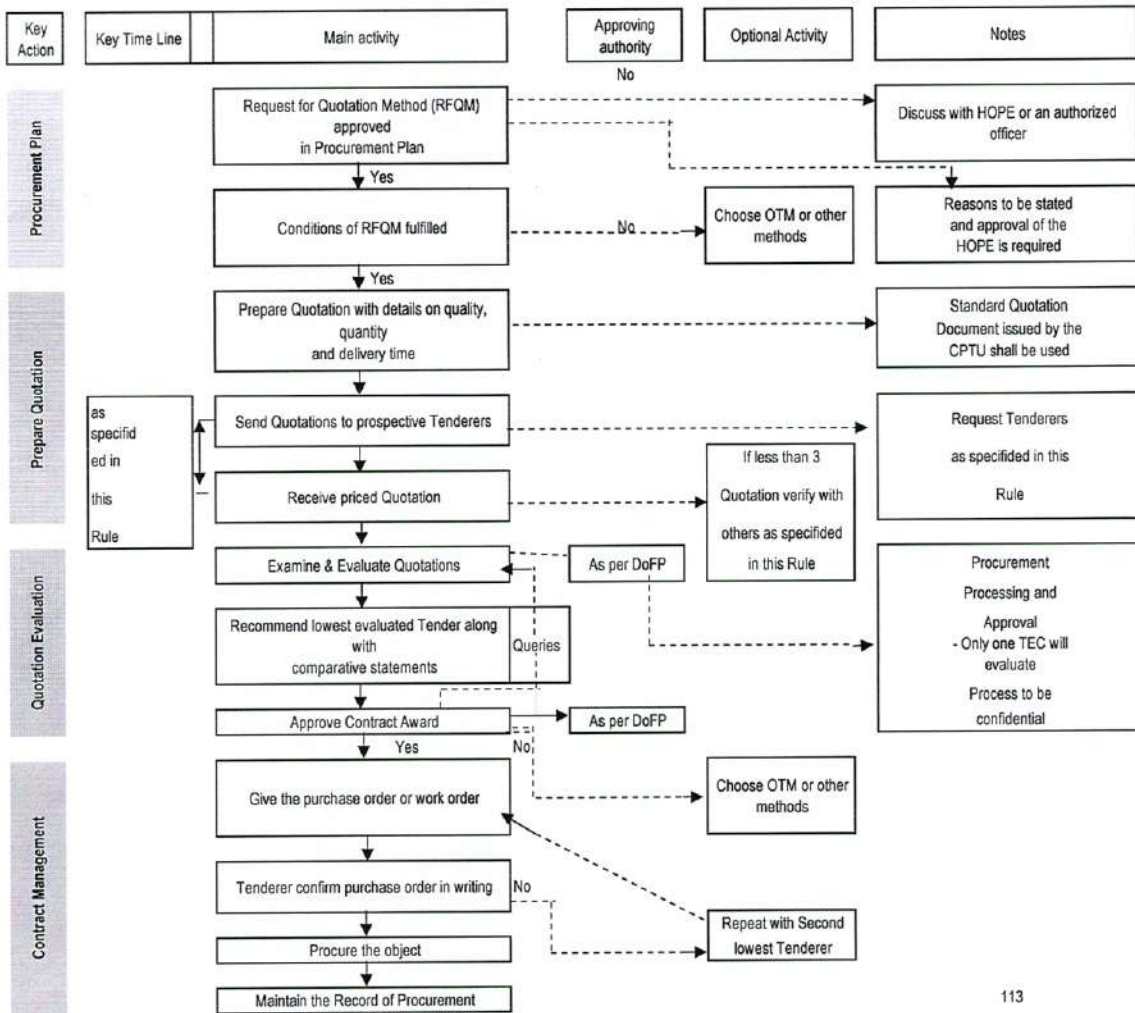
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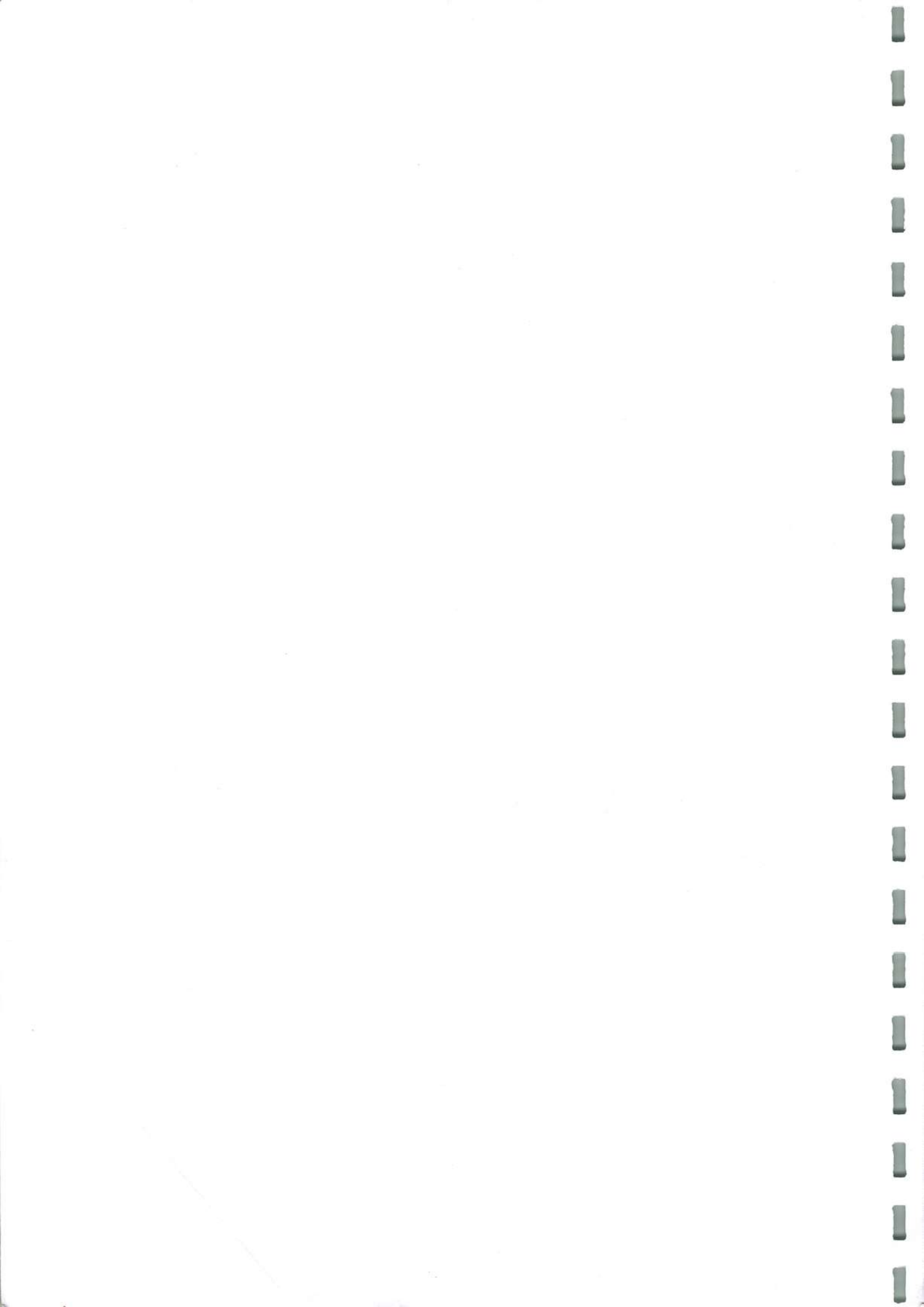
SCHEDULE-2

RFQ METHOD

Appendix-E



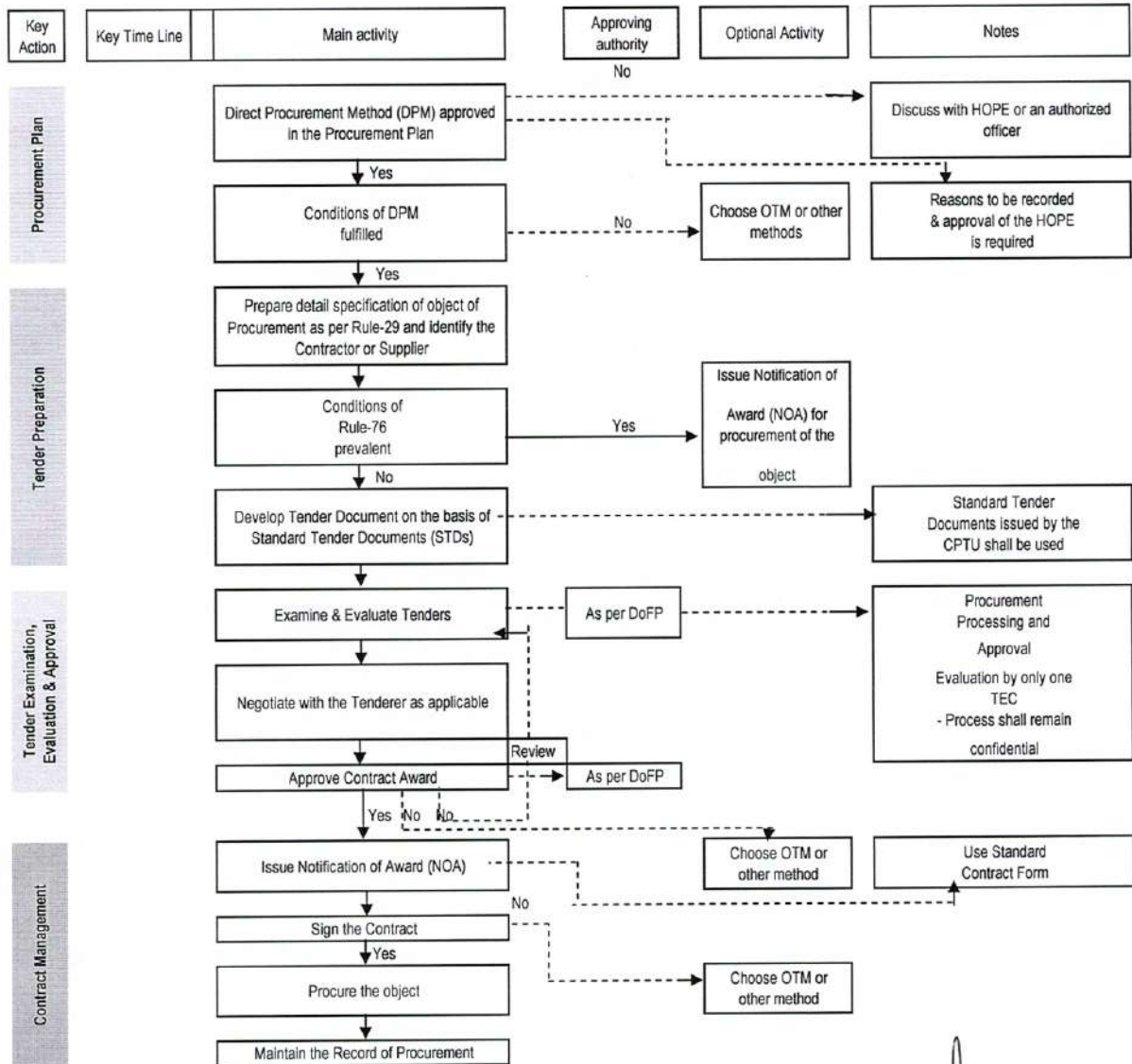
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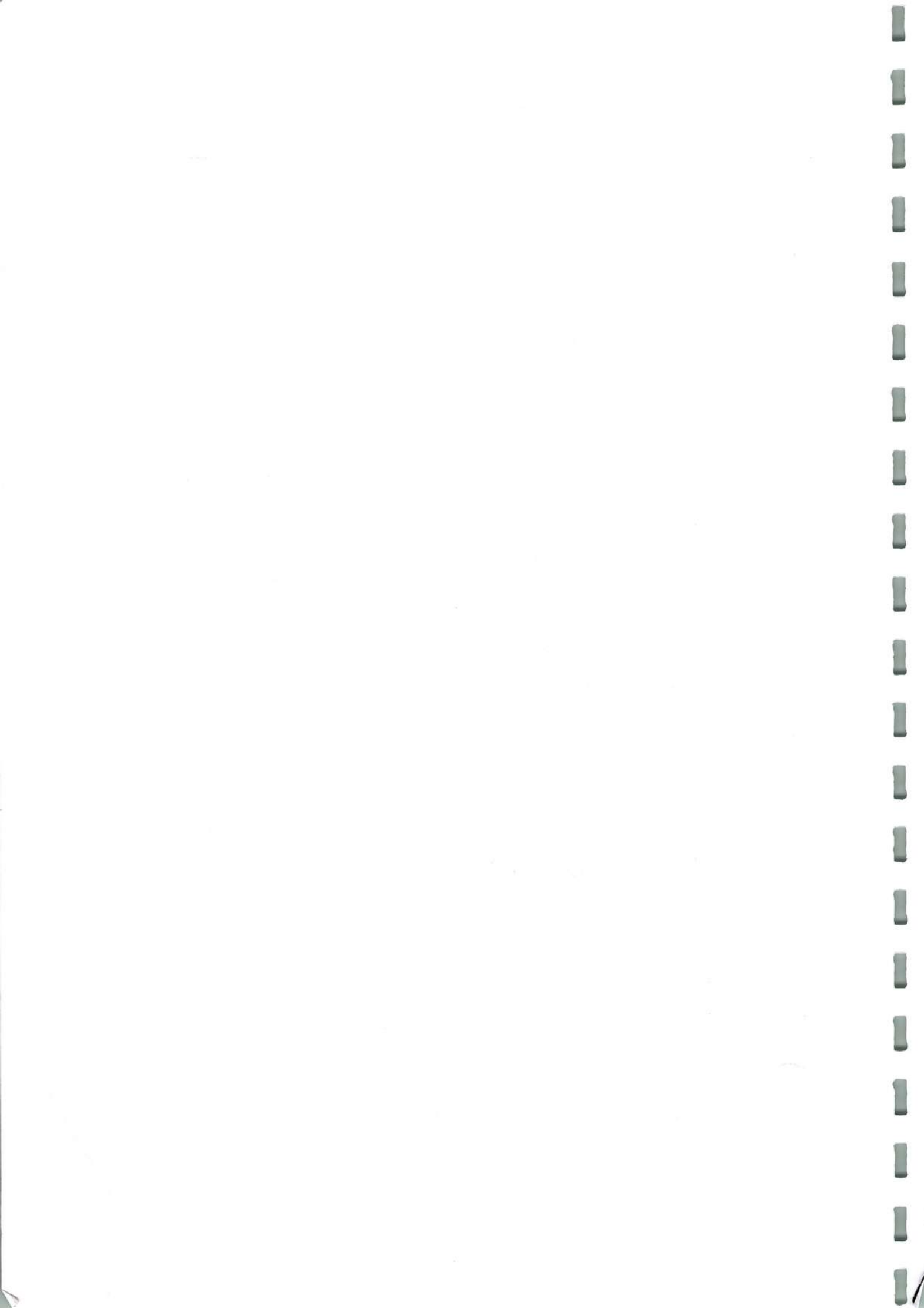
SCHEDULE-2

Appendix-F

DIRECT PROCUREMENT METHOD



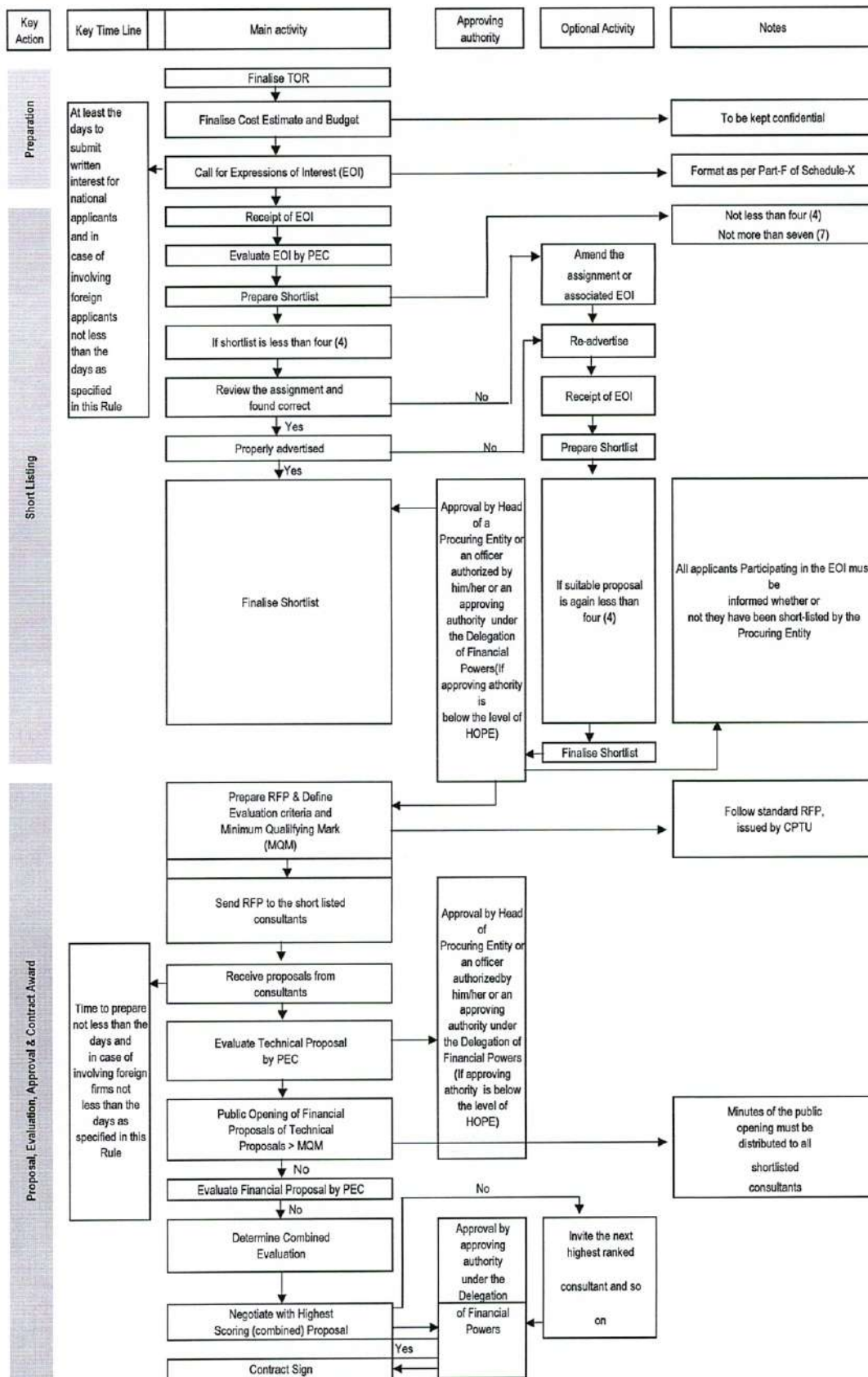
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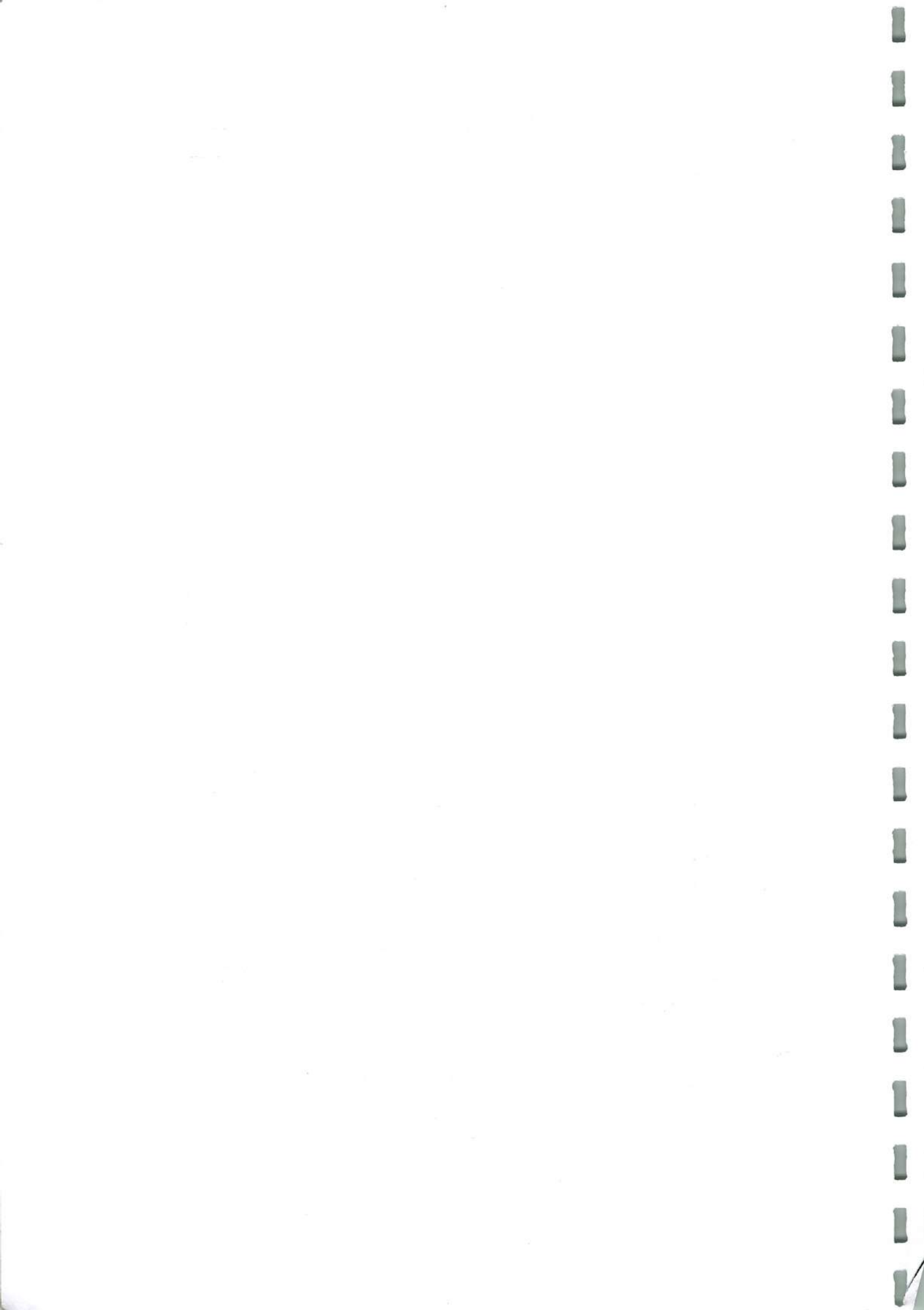
SCHEDULE-2

PROCUREMENT OF SERVICE BY QCBS METHOD

Appendix-G



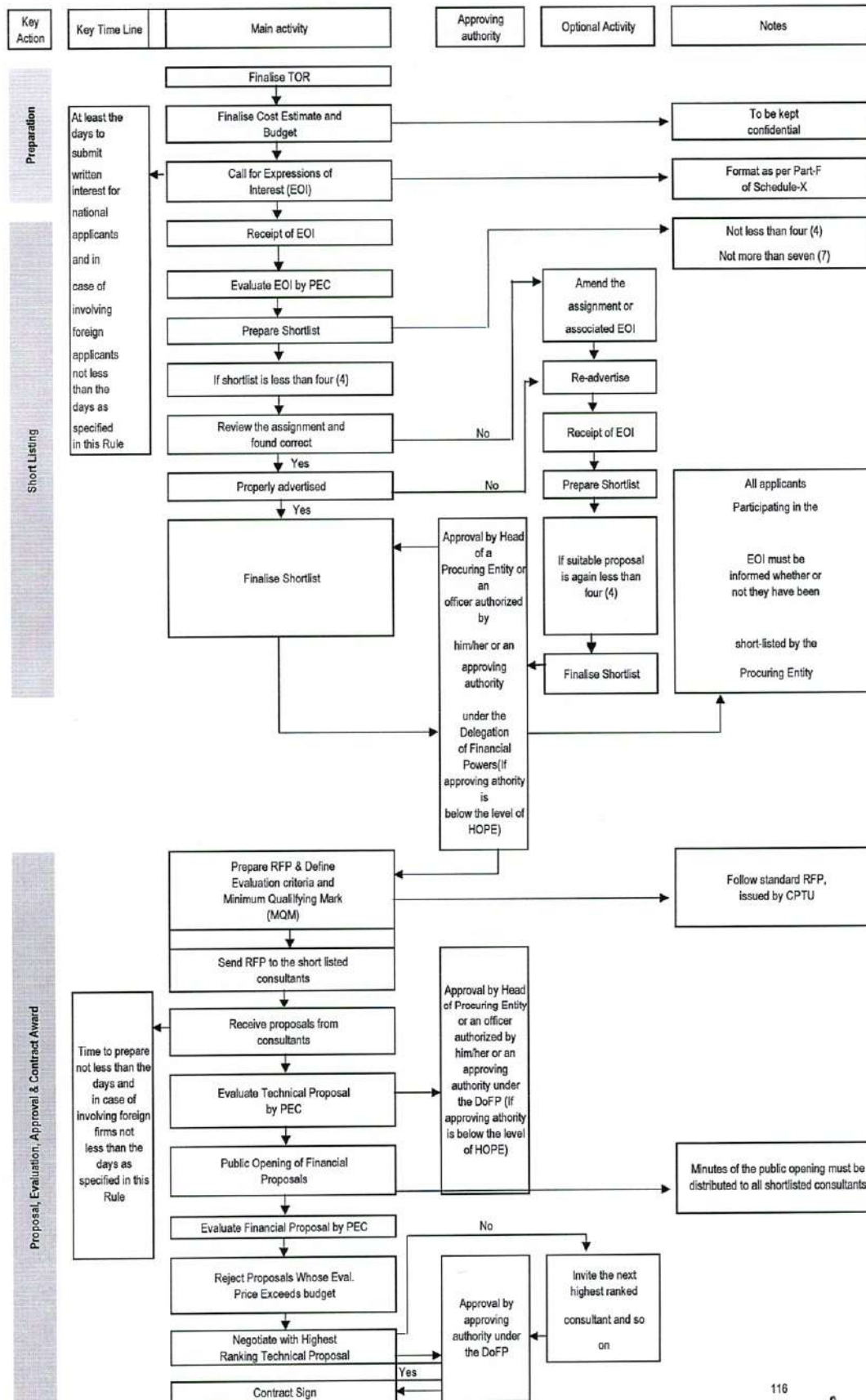
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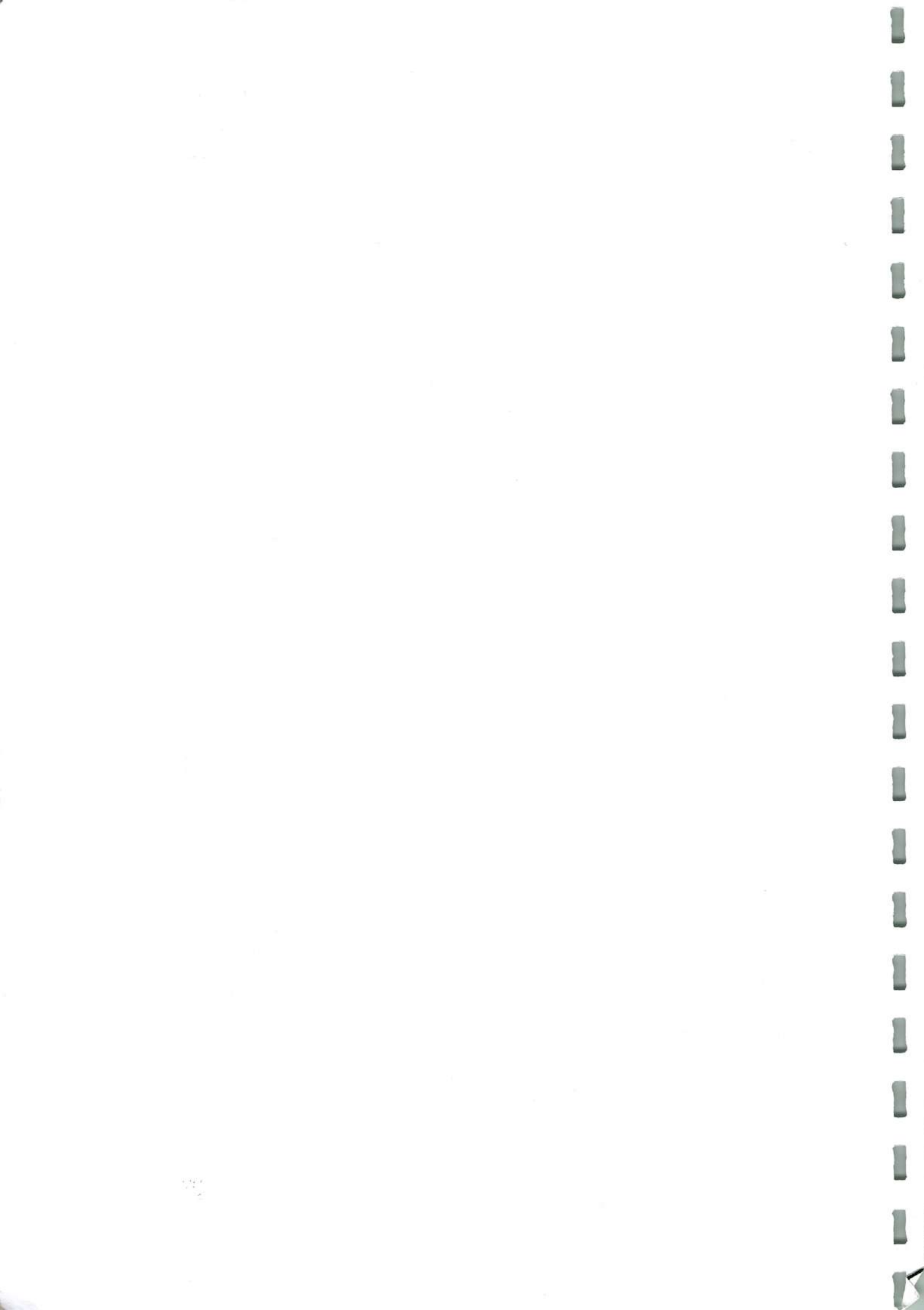
SCHEDULE-2

PROCUREMENT OF SERVICE BY SFB METHOD

Appendix-H



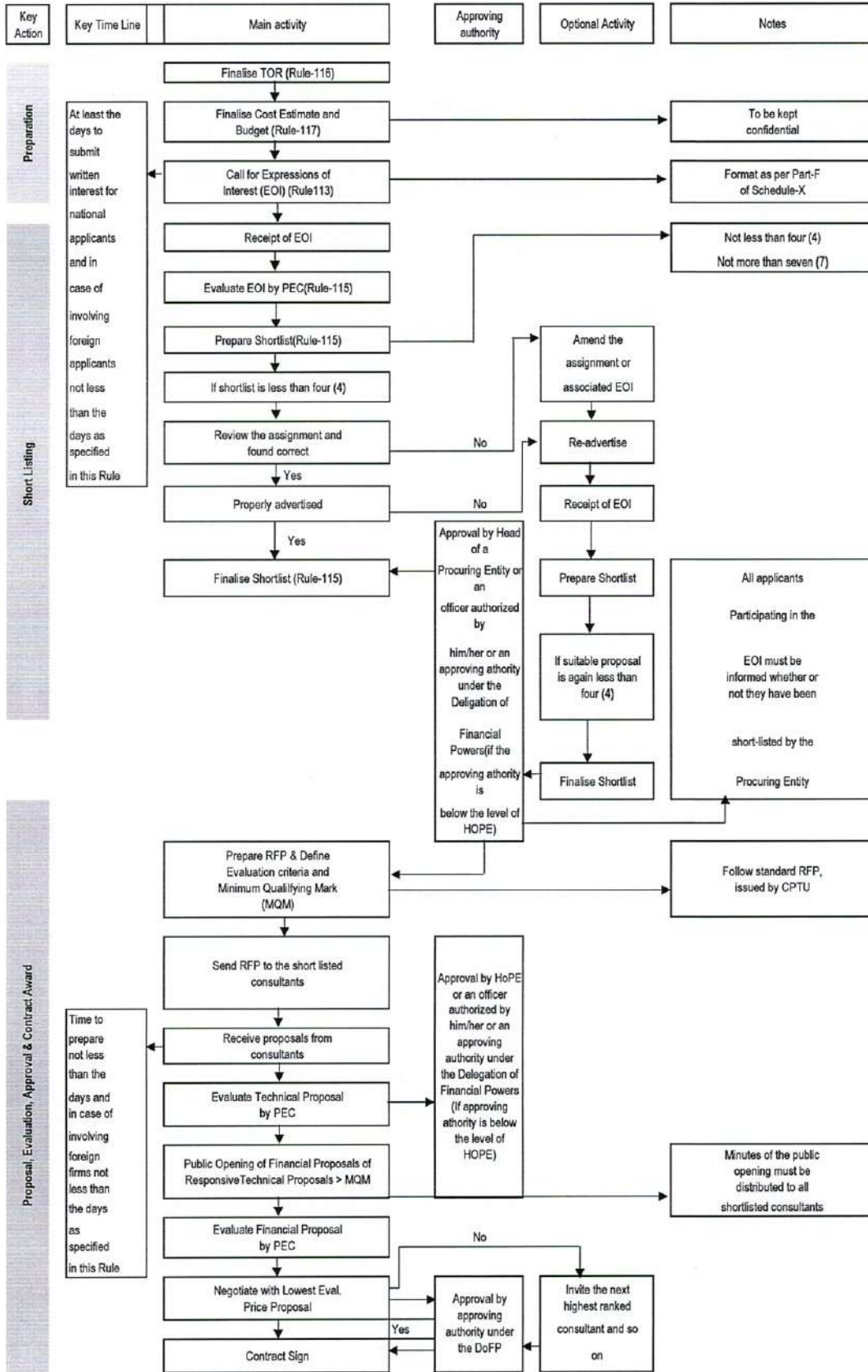
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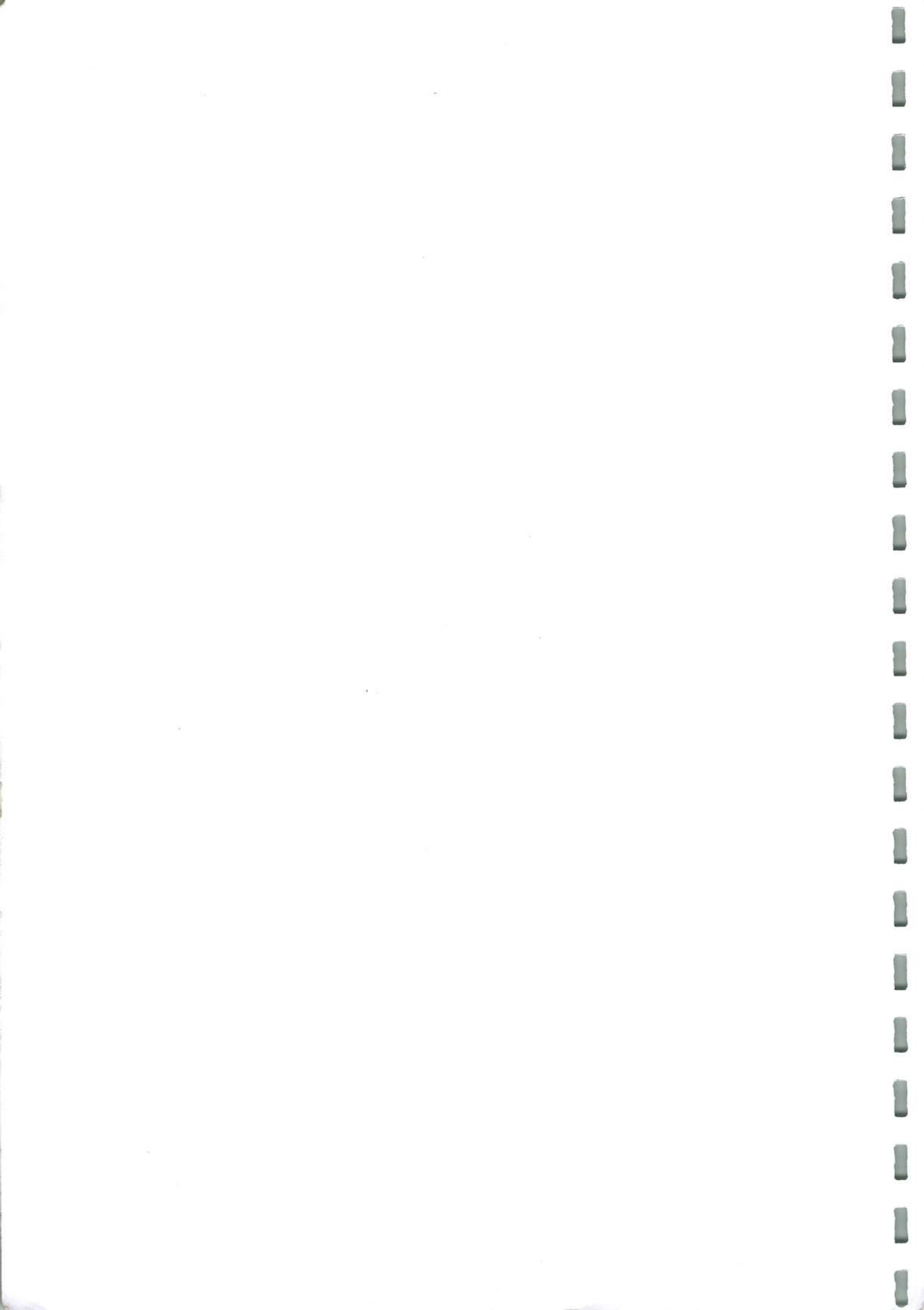


SCHEDULE-2

PROCUREMENT OF SERVICE BY LCS METHOD

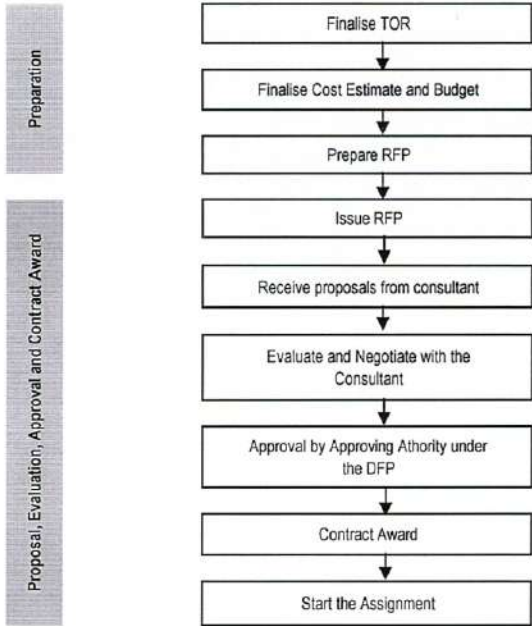
Appendix-I





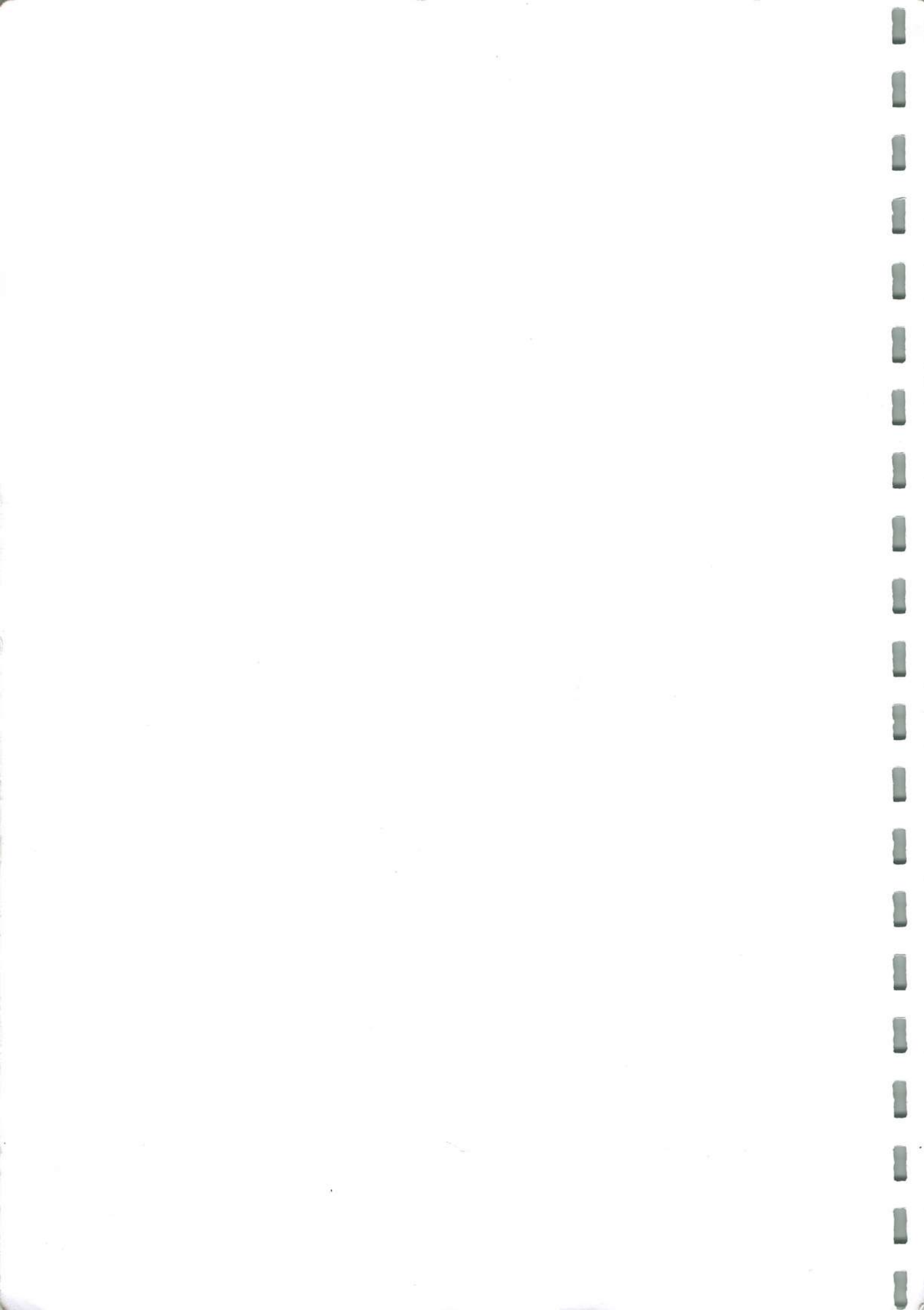
SCHEDULE-2

PROCUREMENT OF SERVICE BY SSS METHOD



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SCHEDULE-3

CODE OF ETHICS OF RPCL

CODE OF ETHICS

The Code of Ethics applies to all the employees of RPCL, who are engaged in purchase and payments, including those involved in advisory and decision making capacities.

Purpose

- To maintain an unimpeachable standard of integrity in all their business relationships both inside and outside the organization in which they are employed.
- To foster the highest possible standards of professional competence amongst those for whom they are responsible.
- To optimize the use of resources for which they are responsible in order to provide maximum benefit to their employing organization.

Principles of the Code of Ethics

The guiding principles of the Code of Ethics can be summarized under five headings:

1. Declaration of Interest
2. Confidentiality and accuracy of information
3. Legality
4. Competition
5. Gifts and Hospitality

2.3.1 Declaration of Interest

Any personal interest that may impinge or might reasonably be deemed by others to impinge on a member of staffs' impartiality in any matter relevant to his or her duties should be declared.

Procurement Policy of RPCL

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Where a conflict of interest arises for an employee, he/she must desist from dealing with the contract giving rise to that situation, and may not attempt in any way to influence RPCL's decision on the matter.

2.3.2 Confidentiality and accuracy of information

Every employee shall all times during the term of his/her employment and thereafter keep confidential and will not, without the prior written consent of RPCL use or disclosure to any third party any information of a confidential nature (including pertaining to RPCL's practices) which may become known to the employee in the course of providing his/her services. Information received in the course of duty should be true and fair and never be used for personal gain or designed or mislead.

2.3.3 Legality

In order to ensure that RPCL complies with its business dealings with the laws of the land, employees are required to:

- Fulfill all regulatory and supervisory obligations imposed on RPCL.
- Co-operate with relevant regulatory and supervisory bodies
- Avoid false, inaccurate or misleading entries in records
- Ensure that all relevant legislation is upheld
- Encourage effective and fair competition at all times
- Comply with all tendering procedures and with prescribed levels of authority for sanctioning any relevant expenditure
- Avoid engaging in any illegal or criminal activities.

2.3.4 Competition

While bearing in mind the advantages to the employing organization of staff maintaining a continuing relationship with a supplier or buyer, any arrangement which might in the long term prevent the effective operation of fair competition, should be avoided.

2.3.5 Illegal gratification

It is customary for many suppliers and buyers to offer gratifications such as gifts, hospitality or entertainment to named employees with whom they have contact as a result of business dealings.

2.3.6 Code of Ethics for gratification

Employees may accept gifts from suppliers/buyers or contractors who have worked for RPCL, provided:

- The gift is unsolicited
- The gift is one of very small intrinsic value (e.g. diary, calendar, etc.)
- The gift is disclosed to that employee's immediate superior In all other cases, the gift should be returned to the sender, with a note advising that acceptance would be contrary to RPCL policy. Details of returned gifts must be notified at once to the recipient's superior. If such return is not possible due to various direct or indirect social or business impacts on RPCL, the relevant gift must be submitted to RPCL (i.e. to the office of MD) with a written record.

Modest hospitality may be accepted, provided:

- The frequency and scale of hospitality is not more than RPCL might be expected to give in return.
- The number of RPCL staff availing of the hospitality is kept to a minimum.
- Unless officially allowed by the authority, invitations do not include the provision of travel or overnight accommodation and availing of the hospitality does not identify RPCL in a public way with any particular supplier or buyer.

When it is not easy to decide between what is not acceptable in terms of gifts or hospitality the offer should be declined or advice sought from the employee's superior.

PPRPCL 1.1.0

Breaches of the Code of Ethics will be regarded as a breach of discipline and will be dealt as "misconduct" in accordance with the Service Rules of RPCL (The service rule is general rules and policies that are applicable for all employees).





রুরাল পাওয়ার কোম্পানী লিঃ
বাড়ী # ১৯, রোড # ১বি
সেক্টর # ৯, উত্তরা, ঢাকা।

স্মারক নং-২৭.২৬.০০০০.০০২.০১.০০৩.১৩.৬০৬

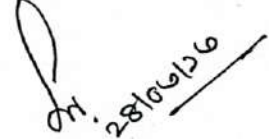
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অফিস আদেশ

সিদ্ধান্ত নং-১৫৪৩

আরপিসিএল এর জন্য বিভিন্ন ধরনের মালামাল, কার্য এবং সেবা জন্ম সুষ্ঠুভাবে এবং স্বচ্ছতার সাথে সম্পন্ন করার লক্ষ্যে কমিটি কর্তৃক সুপারিশকৃত এবং বোর্ড কর্তৃক চূড়ান্তকৃত 'Procurement Policy, 2012' অনুমোদন করা হল।

গত ০৪/০২/২০১৩ ইং তারিখে অনুষ্ঠিত আরপিসি লিঃ এর ২১৩ তম বোর্ড সভায় গৃহীত সিদ্ধান্তের ভিত্তিতে এই অফিস আদেশ জারী করা হল।



(মোঃ মাহবুবুর রহমান)

কোম্পানী সচিব

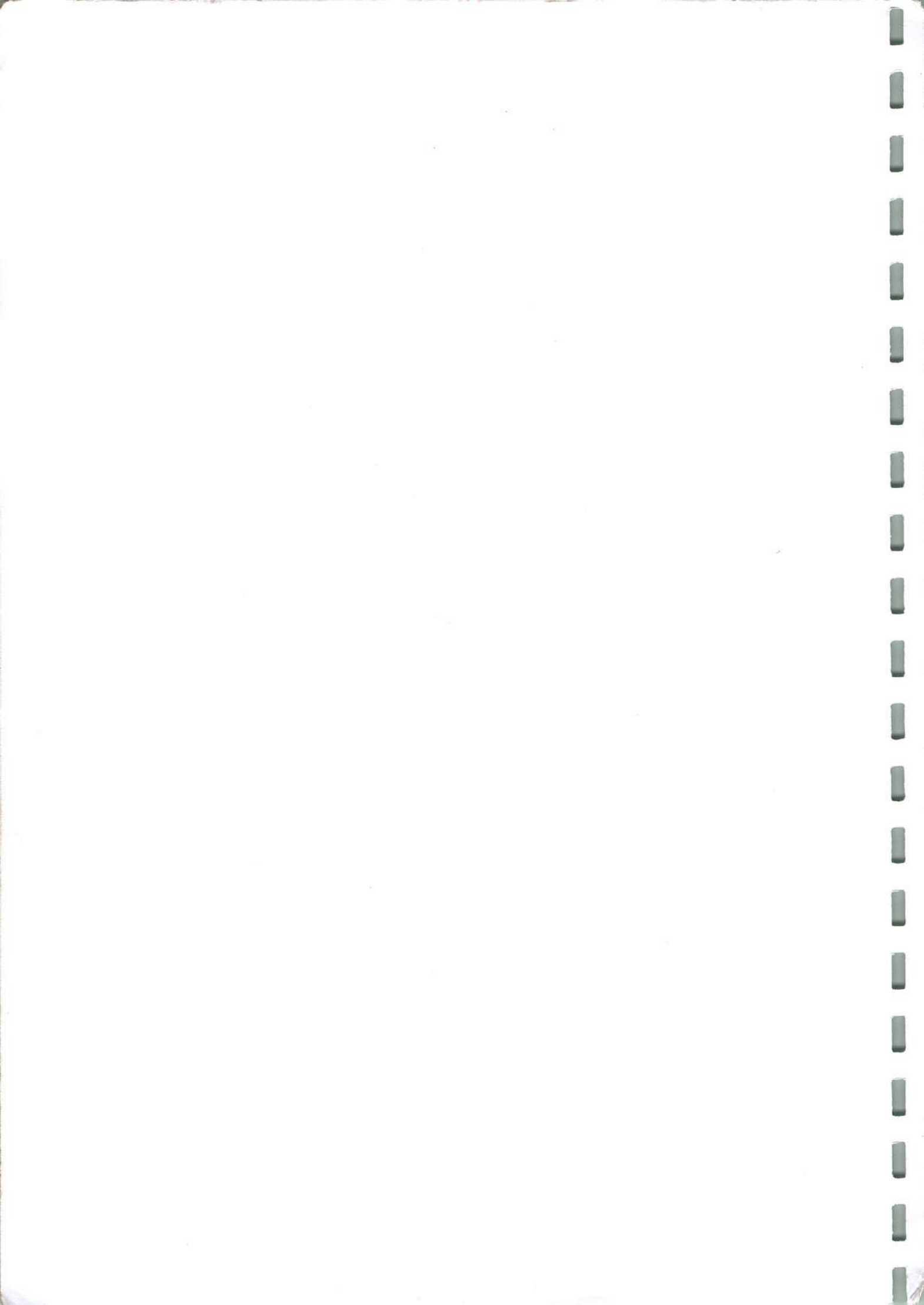
রুরাল পাওয়ার কোম্পানী লিঃ।

বিতরণঃ

- ১। চেয়ারম্যান, পবিবোর্ড ও আরপিসি লিঃ, ঢাকা।
- ২। সদস্য (প্রকৌশল)/(পবিস ও প্রশিক্ষন) পবিবোর্ড ও বোর্ড পরিচালক, আরপিসিএল।
- ৩। পরিচালক, আরপিসি লিঃ ও সভাপতি/এলাকা পরিচালক/মৌলভীবাজার পবিস/নাটোর পবিস-২/
নরসিংদী পবিস-১/সিরাজগঞ্জ পবিস/টাঙ্গাইল পবিস/গাজীপুর পবিস/জিএম ঢাকা পবিস-১।

অনুলিপিঃ

- ১। ব্যবস্থাপনা পরিচালক, আরপিসি লিঃ, ঢাকা।
- ২। পরিচালক (অর্থ/কারিগরী) আরপিসি লিঃ, ঢাকা।



রুরাল পাওয়ার কোম্পানী লিঃ
বাড়ী # ১৯, রোড # ১বি
সেক্টর # ৯, উত্তরা, ঢাকা।

স্মারক নং-২৭.২৬.০০০০.০০২.১৮.০২৫.১১. ১৬৮৩

তারিখ : ২৯/১১/২০১১ ইং।

দপ্তরাদেশ

রুরাল পাওয়ার কোম্পানী লিঃ এর আওতাধীন বিভিন্ন বিদ্যুৎ কেন্দ্রের জন্য প্রয়োজনীয় Capital Parts, Consumables, Spare Parts এবং আরপিসিএল এর সদর দপ্তরের জন্য বিভিন্ন মালামাল/সার্ভিস ক্রয়ের লক্ষ্যে PPR এবং কোম্পানী আইন অনুযায়ী Procurement Policy যুগোপযোগী করা/প্রণয়নের লক্ষ্যে নিম্নোক্ত কর্মকর্তাদের সমন্বয়ে একটি কমিটি গঠন করা হইল :

- | | | |
|----|--|----------|
| ১। | জনাব আবু বকর ছিদ্দিক
পরিচালক (অর্থ) আরপিসি লিঃ, ঢাকা। | -আহবায়ক |
| ২। | জনাব শঙ্কর চন্দ্র বর্মণ
পরিচালক (কারিগরী) আরপিসি লিঃ, ঢাকা। | -সদস্য |
| ৩। | জনাব সত্য রঞ্জন দেবনাথ
জেনারেল ম্যানেজার, এমপিএস, ময়মসিংহ। | -সদস্য |
| ৪। | জনাব মোঃ মাহবুবুর রহমান
কোম্পানী সচিব, আরপিসি লিঃ, ঢাকা। | -সদস্য |
| ৫। | জনাব মোঃ সেলিম ভূইয়া
ডিজিএম (কারিগরী) আরপিসি লিঃ, ঢাকা। | -সদস্য |
| ৬। | জনাব প্রলয় কুমার সাহা
ডিজিএম (অর্থ/হিসাব) আরপিসিএল, ঢাকা। | - সদস্য |
| ৭। | জনাব মোঃ তৌফিক ইসলাম
ব্যবস্থাপক (কারিগরী) আরপিসি লিঃ, ঢাকা। | - সদস্য |
| ৮। | জনাব মোঃ কামরুজ্জামান
ব্যবস্থাপক (সংগ্রহ ও কারিগরী) আরপিসি লিঃ, ঢাকা। | - সদস্য |

উপরোক্ত কমিটি আগামী ১৩/১২/২০১১ ইং মধ্যে একটি পূর্ণাঙ্গ Procurement Policy প্রণয়ন পূর্বক কর্তৃপক্ষের নিকট পেশ করিবেন।

স্বাক্ষর
(মোঃ আব্দুস সবুর)
ব্যবস্থাপনা পরিচালক
রুরাল পাওয়ার কোম্পানী লিঃ।

বিতরণ :

- ১। কমিটির সদস্যগণ।

