

JICA RUPSA BRIDGE CONSTRUCTION PROJECT

Tender Documents : Volume A (DRAFT VERSION)

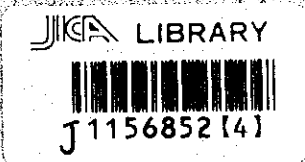
MARCH 2000

JAPAN INTERNATIONAL COOPERATION AGENCY (JICA)

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH
MINISTRY OF COMMUNICATIONS
ROADS AND RAILWAYS DIVISION
ROADS AND HIGHWAYS DEPARTMENT

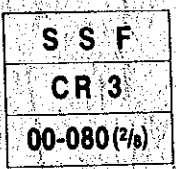
RUPSA BRIDGE CONSTRUCTION PROJECT
(PROPOSED TO BE FINANCED BY JAPAN BANK FOR
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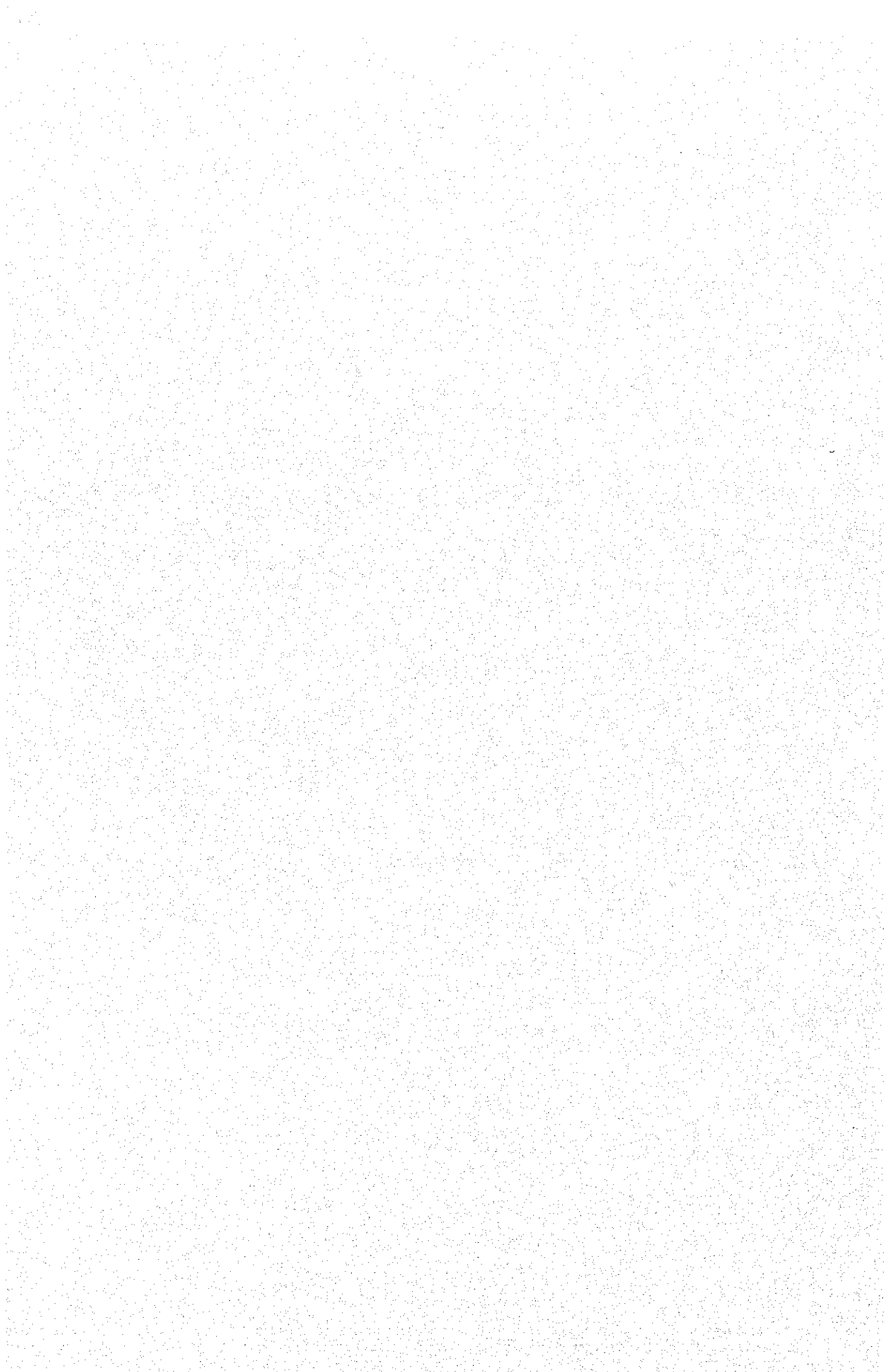
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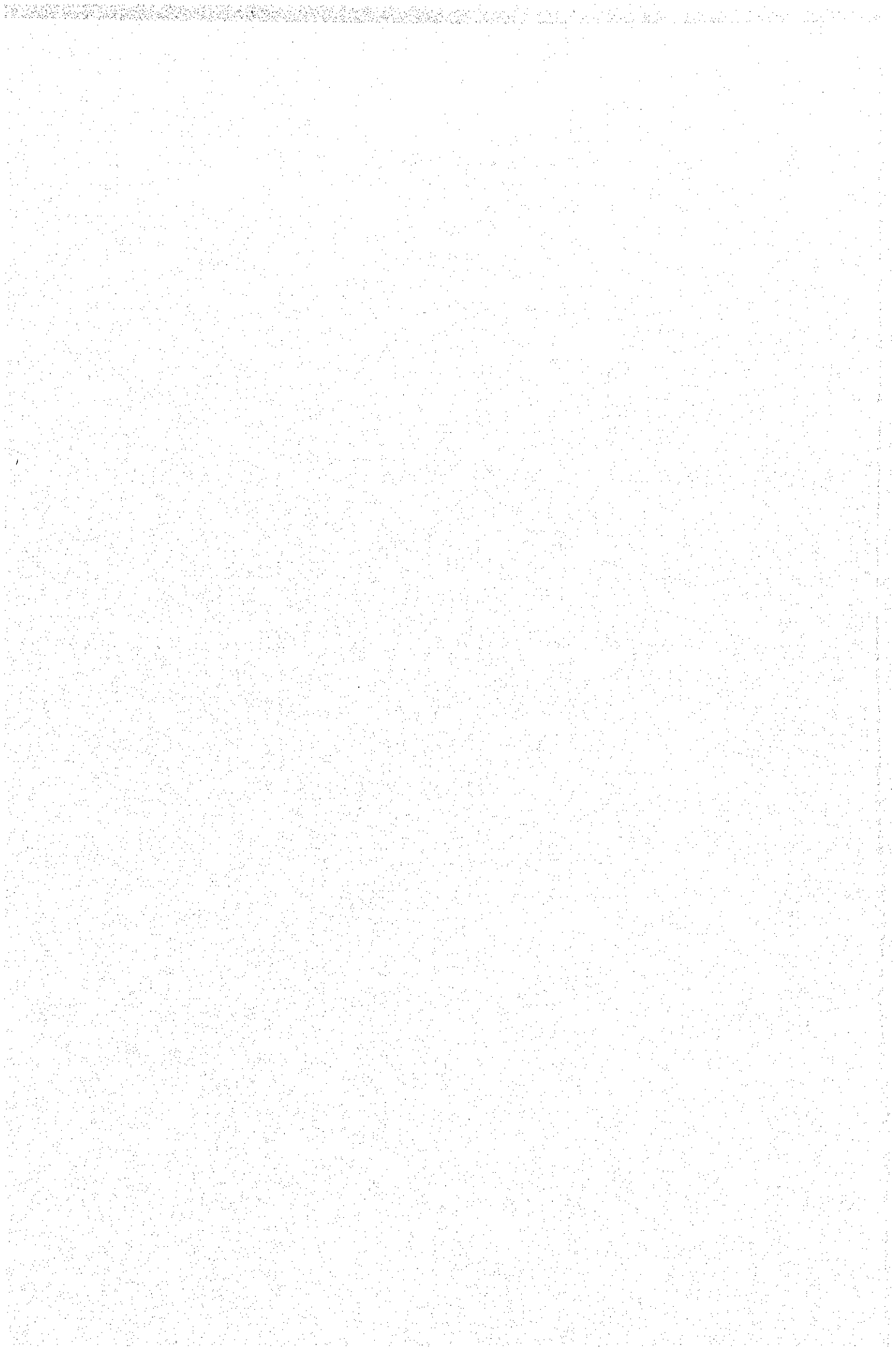


MARCH 2000

PACIFIC CONSULTANTS INTERNATIONAL (PCI)
JAPAN OVERSEAS CONSULTANTS (JOC)







JAPAN INTERNATIONAL COOPERATION AGENCY (JICA)

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

MINISTRY OF COMMUNICATIONS

ROADS AND RAILWAYS DIVISION

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RUPSA BRIDGE CONSTRUCTION PROJECT

**(PROPOSED TO BE FINANCED BY JAPAN BANK FOR
INTERNATIONAL COOPERATION)**

Tender Documents : Volume A

(DRAFT VERSION)

MARCH 2000

**PACIFIC CONSULTANTS INTERNATIONAL (PCI)
JAPAN OVERSEAS CONSULTANTS (JOC)**



1156852 [4]

Rupsa Bridge Construction Project

TENDER DOCUMENTS

VOLUME A	Section I	Invitation for Bids
	Section II	Instructions to Bidders
	Section III	Conditions of Contract, Part I - General Conditions
	Section IV	Conditions of Contract, Part II - Conditions of Particular Application
	Section VI	Form of Bid, Appendix to Bid, Bid Security, Attachment I (Key criteria for “Technical Conformity”) and Form of Bank’s Letter of Commitment
	Section VIII	Form of Agreement, Forms of Performance Security and Bank Guarantee for Advance Payment
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SECTION I

INVITATION FOR BIDS

Form Of Invitation for Bids
[letterhead paper of the Employer]

To
..... (Name)
..... (Address)
.....
.....

Reference: JBIC Loan No., Rupsa Bridge Construction Project

Dear Sirs,

1. I am pleased to inform you that you have been prequalified to bid for the Contract of Rupsa Bridge Construction Project
2. Please note that a **“Two-Envelope Bidding Procedure”** will be followed for this contract in accordance with JBIC Guidelines and GOB requirements. Under this procedure bidders are invited to submit technical and price proposals simultaneously in two separate envelopes. The technical proposals are opened first to determine that they conform to the specified requirements. After the technical review has been completed, the price envelopes of the bidders whose technical proposals have been determined to conform to the specified requirements are then opened publicly. Bidders or their representatives will be invited to be present at the opening of the Price envelopes. Evaluation of price proposals will then be undertaken, and the contract will be awarded to the conforming bidder whose bid has been determined to be the lowest evaluated bid.

The price proposals of the bidders whose technical proposals have been determined not to conform to the specified technical requirements shall promptly be returned unopened to the bidders concerned.

3. Prequalified Contractors shall bid on the basis of the detailed design contained in the Tender Documents and no offers based on alternative designs will be considered by the Employer

Any bid based on an alternative design will be deemed non-conforming and non-responsive.

4. You are reminded that all information that was submitted for prequalification will be subject to verification during the bid evaluation process, and contract award may be denied to any bidder judged to no longer have the capability or resources to successfully perform the contract, including the case where the information provided was fraudulent or incorrect.

5. A complete set of Tender Documents may be purchased from the office of the Project Director, RHD, Rupsa Bridge Construction Project, Sarak Bhaban, Ramna, Dhaka-1000, Block-B, Room No. 401A upon payment of a non-refundable fee of Tk. (.....) per set.

6. All bids must be accompanied by a security in the form and amount specified in the bidding documents, and must be delivered to the office of the Project Director, RHD, Rupsa Bridge Construction Project, Sarak Bhaban, Ramna, Dhaka-1000, Block-B, Room No. 401A at or before on 2000.
7. Please confirm receipt of this letter immediately in writing by cable, fax or telex. If you do not intend to bid, we would appreciate being so notified also in writing at your earliest opportunity.

Yours truly,

(.....)
Project Director, RHD
Rupsa Bridge Project
Sarak Bhaban, Ramna
Dhaka

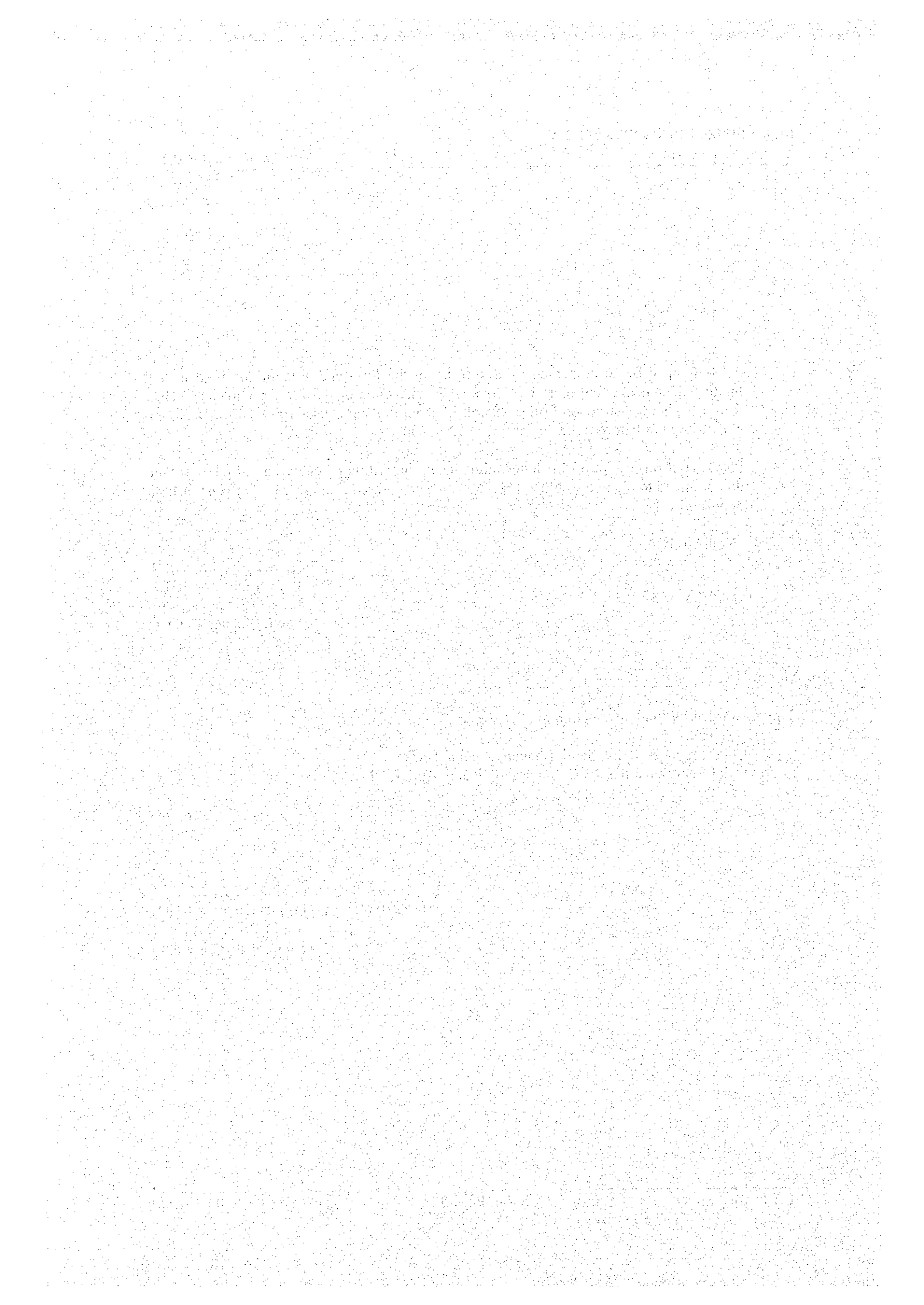
Memo No . _____

Date : _____

Copy forwarded for kind information to :

1. Chief Engineer, RHD, Sarak Bhaban, Ramna, Dhaka.
2. Chief Representative, JBIC, Sonargaon Hotel, Annex, Dhaka
3.

(.....)
Project Director, RHD
Rupsa Bridge Project
Sarak Shaban. Ramna,
Dhaka.



SECTION II

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

A. General

- | | |
|----------------------------|--|
| 1. Scope of Bid | <p>1.1 The Roads and Highways Department, Ministry of Communications, Government of Bangladesh, hereinafter referred to as 'the Employer, wishes to receive bids on an international competitive bidding (ICB) basis for the construction of the approximately 10km long Southern Section of Khulna Bypass with 1,360 m long Rupsa Bridge as described in Section IV, V, VII, and IX, hereinafter referred to as "the Works".</p> <p>1.2 The successful bidder will be expected to complete the works within the period stated in the Appendix to Bid from the date of commencement of the Works.</p> <p>1.3 Throughout these bidding documents, the terms bid and tender and their derivatives (bidder / tenderer, bid / tender, bidding / tendering, etc.) are synonymous, and day means calendar day. Singular also means plural.</p> |
| 2. Sources of Funds | <p>2.1 The Government of Bangladesh has received a loan from the Japan Bank for International Cooperation (hereinafter called "the JBIC") in the amount of ¥..... million towards the cost of the Rupsa Bridge Construction Project and intends to apply a part of the proceeds of this loan to eligible payments under the contract for which these bidding documents are issued.</p> <p>2.2 Payments by the JBIC will be made only at the request of the Government of Bangladesh and upon approval by the JBIC in accordance with the terms and conditions of the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. No party other than the Government of Bangladesh shall derive any rights from the Loan Agreement or have any claimed to the loan proceeds.</p> |
| 3. Eligible Bidders | <p>3.1 This invitation to bid is open to all individual firms or Joint Ventures that have been prequalified by the Employer for this work.</p> <p>3.2 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer as the Employer shall reasonably request.</p> <p>3.3 No changes shall be made to the composition of any prequalified bidder without the prior written approval of the Employer. Such approval may be denied if :</p> <p style="margin-left: 40px;">(i) partners withdraw from a joint venture and the remaining partners do not meet the original qualifying requirements of the Prequalification Documents dated....., or</p> <p style="margin-left: 40px;">(ii) the new partners to a joint venture are not qualified, individually or</p> |

as another joint venture, or

- (iii) in the opinion of the Employer a substantial reduction in competition may result.

4. Eligible Materials, Plant, Supplies, Equipment, and Services

- 4.1 No eligibility restrictions are imposed upon the origin of the materials, Plant or Contractor's equipment, other supplies, and services to be supplied under the contract, and all countries and areas are eligible as the origin of such materials, plant or Contractor's equipment, other supplies, and services.
- 4.2 For purposes of Sub-Clause 4.1 above, *origin* means the place where the materials, Plant, equipment, and other supplies are mined, grown, produced, or manufactured, and from which the services are supplied.

5. Qualification of the Bidder

- 5.1 Bidders shall, as part of their bid :
- (a) Submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and
- (b) Submit all information required by the **"two-envelope bidding procedure"** which shall be followed for this Contract.

Under this procedure, bidders are required to submit technical and price proposals simultaneously in two separate envelopes. The technical proposals (first envelope) are opened first in the presence of bidders or their representatives who may wish to attend. The proposals will then be evaluated to determine whether they conform to the technical requirements described in Clause 28. After the technical review has been completed, the price offers (second envelope) of the bidders whose technical proposals have been determined to conform to the specified requirements are then opened publicly, with bidders or their representatives allowed to be present. Evaluation of price proposals will then be undertaken, and the contract will be awarded to the conforming bidder whose price offer has been determined to be the lowest evaluated bid price" in accordance with Clauses 29, 30, and 31.

- 5.2 Bids submitted by any prequalified joint venture of two or more firms as partners shall comply with the following requirements:
- (a) the bid shall include all the information described in Sub-clause 5.1 above;
- (b) the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;

- (c) One of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- (d) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
- (e) all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under (c) above, as well as in the bid and in the Agreement (in case of a successful bid); and
- (f) a certified copy of the agreement entered into by the joint venture partners shall be submitted with the bid.

6. One Bid per Bidder

- 6.1 Each prequalified bidder shall submit one bid for the Contract. A prequalified firm or a member of a prequalified joint venture may participate in only one bid for the Contract.

7. Cost of Bidding

- 7.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

8. Site Visit

- 8.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. In particular the method of access for heavy plant and materials to the site is contractor's responsibility and should be examined by the bidder in detail. The costs of visiting the Site shall be at the bidders own expense.
- 8.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

B. Bidding Documents

- 9. Content of Bidding Documents**
- 9.1 The bidding documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause 11:
- Section I. Invitation for Bids
 - Section II. Instructions to Bidders
 - Section III. Conditions of Contract. Part I – General Conditions
 - Section IV. Conditions of Contract. Part II – Conditions of Particular Application
 - Section V. Technical Specifications
 - Section VI. Form of Bid, Appendix to Bid, Bid Security, Attachment I (Key criteria for “Technical Conformity”), and Form of Bank’s Letter of Commitment
 - Section VII. Bill of Quantities
 - Section VIII. Form of Agreement, Forms of Performance Security, and Bank Guarantee for Advance Payment
 - Section IX. Drawings
- 10. Clarification of Bidding Documents**
- 10.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer care of the Project Director in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) addressed and delivered to the Project Director, RHD, Rupsa Bridge Construction Project, Sarak Bhaban, Ramna, Dhaka-1000, Block-B, Room No. 401A. The Employer will respond to any request for clarification which he receives earlier than 28 days prior to the deadline for submission of bids. Copies of the Employer’s response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.
- 10.2 In addition to the bidding documents listed in Sub-Clause 9.1, the Employer shall make available to the bidders, before the submission of their bids, Supplementary Data for inspection at the same office as shown in Sub-clause 10.1 above. This data includes information listed under clauses 0.1.4 and 0.2.13 of the Technical Specification. This information and data may be copied by the Contractor if he desires so that he may prepare his bid.
- 11. Amendment of Bidding Documents**
- 11.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding documents by issuing Addenda or Corrigenda.
- 11.2 Any Addendum or Corrigendum thus issued shall be part of the bidding documents pursuant to Sub-Clause 9.1, and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall promptly acknowledge receipt of each Addendum by cable to

the Employer.

- 11.3 To give prospective bidders reasonable time in which to take an Addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Clause 22.

C. Preparation of Bids

12. Language of Bid

- 12.1 The bid, and all correspondence and documents related to the bid exchanged by the bidder and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail.

13. Documents Comprising the Bid

- 13.1 The bid shall be submitted in the format required for the “two-envelope bidding procedure” described in Sub-clause 5.1, Clause 21 and Sub-Clause 28.2. In summary, information relating to legal and technical requirements is to be included in the first envelope, with no price information. Information relating to the price offer (including the Form of Bid, Appendix to Bid, and priced Bill of Quantities) shall be included in the second envelope. The documents listed under Section VI and VII shall be filled in without exception, subject to extensions thereof in the same format and to the provisions of Sub-Clause 17.2 regarding the alternative forms of bid security.

14. Bid Prices

- 14.1 Unless stated otherwise in the bidding documents, the contract shall be for the whole Works as described in Sub-Clause 1.1, based on the unit rates and prices in the Bill of Quantities submitted by the bidder.
- 14.2 The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities
- 14.3 All duties, taxes, and other levies payable by the Contractor under the contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid Price submitted by the bidder. Bidders are advised that taxes will be deducted from gross payments due to the Contractor during the course of the Contract as per standard practice under the rules of the Government of Bangladesh. Any adjustments to the Contract Price during the execution of the works due to official changes in duties, taxes and other levies shall be handled under Sub-Clause 70.2 of the Conditions of Contract.

- 14.4 Unless otherwise provided in these bidding documents, the rates and prices quoted by the bidder are subject to adjustment during the performance of the contract in accordance with the provisions of Clause 70 of the Conditions of Contract.
- 14.5 A bidder may insert in the Bill of Quantities such items for Method Related Charges as he may require to cover items of work related to his intended method of executing the works, the cost of which are not considered as proportional to the quantities of the other items and for which he has not allowed in the rates and prices for other items.
- 14.6 Each item for a Method Related Charge so inserted in the Bill of Quantities shall be distinguished as a Time Related or Fixed Charge, and be fully described so as to define precisely the extent of the work covered and to identify the resources to be used and the particular items of permanent works or temporary works, if any, to which the item relates.
- 14.7 The major items of Contractor's Equipment and their related crews which are entered in the Daywork Schedules have been compiled from the method study of the Consultant's Tender Designs.
- 14.8 If appropriate, the bidder shall substitute in his bid the proposed major plant items on a directly comparable basis.
- 15. Currencies of Bid and Payment**
- 15.1 The unit rates and the prices shall be quoted by the bidder entirely in Bangladesh Taka. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Bangladesh (referred to as "the foreign currency requirements") shall indicate in the Appendix to Bid the percentage(s) of the Bid Price (excluding Provisional Sums) needed by him for the payment of such foreign currency requirements, limited to no more than three foreign currencies.
- 15.2 The rates of exchange to be used by the bidder in arriving at the local currency equivalent and the percentage(s) mentioned in Sub-Clause 15.1 above shall be those applying to the **selling rates** established for similar transactions by the **Bangladesh Bank**, Dhaka, on the date 28 days prior to the closing date for submission of bids. These rates shall be recorded by the bidder in the Appendix to Bid, and after verification shall apply for all payments under the Contract, without change.
- 15.3 Bidders shall indicate their expected foreign currency requirements in the Appendix to Bid.
- 15.4 Bidders may be required by the Employer to clarify their local and foreign currency requirements, and to substantiate that the amounts included in the

unit rates and prices and shown in the Appendix to Bid are reasonable and responsive to Sub-Clause 15.1, in which case a detailed breakdown of its foreign currency requirements shall be provided by the bidder.

- 15.5 During the progress of the Works, the foreign currency portions of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor in order to reflect any changes in foreign currency requirements for the contract, in accordance with Sub-Clause 72.4 of the Conditions of Particular Application. Any such adjustment shall be effected by comparing the percentages quoted in the bid with the amounts already used in the Works and the Contractor's future needs for imported items.

16. Bid Validity

- 16.1 Bids shall remain valid for a period of 154 days after the date of bid opening specified in Clause 25.
- 16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with Clause 17 in all respects.

17. Bid Security

- 17.1 The bidder shall furnish, as part of the bid, a bid security in the amount of Bangladesh Taka million, or the equivalent amount in a freely convertible currency.
- 17.2 The bid security shall, at the bidder's option, be in the form of a certified cheque, letter of credit, or a bank guarantee from a reputable bank acceptable to the employer located in the Employer's country or abroad. In the case of a foreign bank, it shall have a corresponding bank in Bangladesh. The format of the bank guarantee shall be in accordance with the Form of Bid Security included in Section VI; other formats may be permitted, subject to the prior approval of the Employer. Bid security shall remain valid for a period of 28 days beyond the original validity period for the bid, and beyond any period of extension sub-sequently requested under Sub-Clause 16.2.
- 17.3 Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as non-responsive. The bid security of a joint venture must be in the name of the joint venture submitting the bid
- 17.4 The bid securities of unsuccessful bidders will be returned as promptly as

possible, but not later than 28 days after the expiration of the period of bid validity.

17.5 The bid security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required performance security.

17.6 The bid security may be forfeited:

- (a) if the bidder withdraws its bid, except as provided in Sub-Clause 24.2;
- (b) if the bidder does not accept the correction of its Bid Price, pursuant to Sub-Clause 29.2; or
- (c) in the case of a successful bidder, if he fails within the specified time limit to
 - (i) Sign the Agreement, or
 - (ii) Furnish the required performance security.

18. Alternative Proposals by Bidders

18.1 Bidders shall price the Employer's design and no alternative technical offers shall be considered by the Employer.

19. Pre-Bid Meeting

19.1 The bidder's designated representative is invited to attend a pre-bid meeting, which will take place at the First Floor Conference Room of Roads and Highways Department, Sarak Bhaban, Ramna, Dhaka, on at

19.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

19.3 The bidder is requested, as far as possible, to submit any questions in writing or by cable or fax, to reach the Employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following Sub-Clause.

19.4 Minutes of the meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 9.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 11 and not through the minutes of the pre-bid meeting.

19.5 Non-attendance at the pre-bid meeting will not be a cause for

disqualification of a bidder.

20. Format and Signing of Bid

- 20.1 The bidder shall prepare one original of the documents comprising the bid as described in Sub-Clause 13.1 of these Instruction to Bidders, bound with the section containing the Form of Bid and Appendix to Bid, and clearly marked "ORIGINAL". In addition, the bidder shall submit four copies of the bid clearly marked "COPIES". In the event of discrepancy between them, the original shall prevail. Some of the "COPIES" are not required to contain all of the documentation required to be included in the "ORIGINAL". Refer to Sub-Clause 21.2 for further details.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to Sub-Clauses 5.1(a) or 5.2(c), as the case may be. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.
- 20.3 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the persons or persons signing the bid.

D. Submission of Bids

21. Sealing and Marking of Bids

- 21.1 The bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY 1", "COPY 2", "COPY 3" and "COPY 4". A list of documents included in each set of bid documents (ORIGINAL and COPIES) shall also be attached to the outside of these separate envelopes, using the format given in **Table 21.1**. The envelopes shall then be sealed in an outer envelope. The ORIGINAL plus 4 No. COPIES shall all be submitted by the Bidder to the Employer as specified in Sub-Clause 22.1 at the following address :

The Project Director, RHD, Rupsa Bridge Construction Project, Roads and Highways Department, Sarak Bhaban, Ramna, Dhaka. Note that one copy (Including Envelope A and Envelope B) out of the 4 No. sealed COPIES received from each Bidder will then be forwarded unopened by the Project Director, Rupsa Bridge Construction Project to the Joint Secretary (Development), Roads and Railways Division, Ministry of Communications, Bangladesh Secretariat, Dhaka.

- 21.2 The Bidder shall seal the bid documents in clearly marked envelopes as follows :
- **Envelope A** shall contain 2 envelopes marked
 - Envelope A1
 - Envelope A2.

- Envelope A1 shall contain the Bid Security and shall be marked on the outside “Bid Security for Rupsa Bridge Construction Project. (Original or Copy No.)”
- Envelope A2 shall contain the technical proposals and shall be marked on the outside “Technical Proposal for Rupsa Bridge Construction Project (Original or Copy No.)” and shall include:
 - Instructions to Bidders
 - General Conditions of Contract
 - Conditions of Particular Application
 - Technical Specifications
 - Drawings
 - Addenda and Corrigenda, if any
 - Copy of Joint Venture Agreement, where relevant
 - All information required to be submitted under Clause 28 of Instructions to Bidders.
- **Envelope B** shall be sealed with wax and shall be clearly marked “Price Offer for Rupsa Bridge Construction Project (Original or Copy No.)” and shall contain :
 - Form of Bid, Appendix to Bid
 - Priced Bill of Quantities
 - Form of Agreement, Form of Performance Security and
 - Form of Bank Guarantee.

Rupsa Bridge Construction Project

Instructions to Bidders

	Schedule of Contents Required as Minimum	Bidding Documents Ref. (Vol, Section Clause)	"Original"			
			Copy (1)	Copy (2)	Copy (3)	Copy (4)
Envelope A – Legal and Technical only	Envelope A1	Vol. A, Sec.-VI, Page 20 & 21				
	• Bid Security					
	Envelope A2	Vol. A, Sec.-II, Page 1-21				
	• Instructions to Bidders					
	• General Conditions of Contract	Vol. A, Sec.-III, Page 1 & 2 Booklet of FIDIC IV.				
	• Conditions of Particular Application	Vol. A, Sec.-IV, Page 1-33				
	• Technical Specification	Vol. B, Sec.-V, Page 1-				
	• Drawings	Vol. D, Sec.-IX, Page 1-				
	• Addenda and Corrigenda (if any)	Page				
	• Joint Venture Agreement (Where applicable)	Page				
	• Schedule of Sub-Contractors	Vol. A, Sec.-VI, Page 19				
	• Form of Bank Letter of Commitment for opening revolving line of credit	Vol. A, Sec.-VI, Page 41				
	• Information required under Clause 28 of Instructions to Bidders including Attachment 1	Vol. A, Sec.-II, Page 17 & 18 and Vol. A, Sec.-VI, Page 22-40				
	Envelope B					
	• Form of Bid	Vol. A, Sec.-VI, Page 2				
• Appendix to Bid	Vol. A, Sec.-VI, Page 3-18					
• Priced Bill of Quantities	Vol. C, Sec.-VII, Page 1-					
• Form of Agreement	Vol. A, Sec.-VIII, Page 2 & 3					
• Form of Performance Security	Vol. A, Sec.-VIII, Page 4					
• Form of Bank Guarantee for Advance Payment	Vol. A, Sec.-VIII, Page 5					

TABLE 21.1 : List of Documents Submitted in this set.

[One copy of this Table is to be attached to the outer envelope of each set of Bid Documents submitted, duly completed by the Bidder]

Rupsa Bridge Construction Project

Instructions to Bidders

Schedule of Contents Required as Minimum	√ = required NR = not required	Bidding Documents Ref. (Vol, Section Clause)	"Original"	"Copies" (4 Nos.)			
				Copy (1)	Copy (2)	Copy (3)	Copy (4)
Envelope A - Legal and Technical only	Envelope A1	Vol. A, Sec.-VI, Page 20 & 21	√	√	√	√	√
	• Bid Security						
	Envelope A2	Vol. A, Sec.-II, Page 1-21	√	NR	NR	NR	NR
	• Instructions to Bidders						
	• General Conditions of Contract						
	• Conditions of Particular Application	Vol. A, Sec.-III, Page 1 & 2 Booklet of FIDIC IV.	√	NR	NR	NR	NR
	• Technical Specification	Vol. A, Sec.-IV, Page 1-33	√	NR	NR	NR	NR
	• Drawings	Vol. B, Sec.-V, Page 1-	√	NR	NR	NR	NR
	• Addenda and Corrigenda (if any)	Vol. D, Sec.-IX, Page 1-	√	√	√	√	√
	• Joint Venture Agreement (Where applicable)	Page Page	√	√	√	√	√
	• Schedule of Sub-Contractors	Vol. A, Sec.-VI, Page 19	√	√	√	√	√
	• Form of Bank Letter of Commitment for opening revolving line of credit	Vol. A, Sec.-VI, Page 41	√	√	√	√	√
	• Information required under Clause 28 of Instructions to Bidders including Attachment 1	Vol. A, Sec.-II, Page 17 & 18 and Vol. A, Sec.-VI, Page 22-40	√	√	√	√	√
	Envelope B - Price Offer	Envelope B					
• Form of Bid		Vol. A, Sec.-VI, Page 2	√	√	√	√	
• Appendix to Bid		Vol. A, Sec.-VI, Page 3-18	√	√	√	√	
• Priced Bill of Quantities		Vol. C, Sec.-VII, Page 1-	√	√	√	√	
• Form of Agreement		Vol. A, Sec.-VIII, Page 2 & 3	√	√	√	√	
• Form of Performance Security		Vol. A, Sec.-VIII, Page 4	√	√	√	√	
• Form of Bank Guarantee for Advance Payment	Vol. A, Sec.-VIII, Page 5	√	√	√	√		

TABLE 21.2 : Schedule of Bid Documents to be Submitted in each Set.

Refer to **Table 21.2** for detailed schedule of documents to be submitted in ORIGINAL and each COPY.

Note that every page of the documents contained in Envelopes A and B shall be signed or initialed. Envelopes A, A1 and A2 and B shall be clearly addressed and marked with the following (in addition to the markings described above :

The Project Director, RHD, Rupsa Bridge Construction Project,
 Room No.401A, Block B, Roads and Highways Department, Sarak
 Bhaban, Ramna, Dhaka.
 Bid for the Contract of Rupsa Bridge Construction Project
 Do not open before on 2000
 (or such extended date as authorized by the Employer)

- 21.3 In addition to the identification required in Sub-Clauses 21.1 and 21.2, the inner envelopes shall indicate the **name and address of the bidder** to enable the bid to be returned unopened in case it is declared "late" pursuant to Sub-Clause 23.1, or for matching purposes under Clause 24, or in the event that the technical proposal has been determined to be non-conforming.
- 21.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid. If the outer envelope discloses the bidders' identity, the Employer will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection of the bid.

22. Deadline for Submission of Bids

- 22.1 Bids must be received by the Employer at the address specified in Sub-Clause 21.2 no later than on 2000.
- 22.2 The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum accordance with Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

23. Late Bids

- 23.1 Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 22 will be returned unopened to the bidder.

24. Modification, Substitution, and Withdrawal of Bids

- 24.1 The bidder may modify, substitute, or withdraw its bid after bid submission, provided that written notice of the modification substitution or withdrawal is received by the Employer prior to the deadline for submission of bids.

- 24.2 The bidder's modification, substitution, or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 21, with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate. The bidder must sign every page of the Bid documents that are modified.
- 24.3 No bid may be modified by the bidder after the deadline for submission of bids, except in accordance with Sub-Clause 24.2 and 29.2.
- 24.4 Except as provided in Sub-Clause 24.2, withdrawal of a bid during the interval between the deadline for submission of bids and expiration of the period of bid validity specified in Clause 16 may result in the forfeiture of the bid security pursuant to Sub-Clause 17.6.

E. Bid Opening and Evaluation

25. Bid Opening

- 25.1 The Employer will open the bids, including withdrawals and modifications made pursuant to Clause 24, in the presence of bidders' designated representatives who choose to attend, at the First Floor Conference Room of Roads and Highways Department, Sarak Bhaban, Ramna, Dhaka, on at The bidders' representatives who are present shall sign a register evidencing their attendance.
- 25.2 Envelopes marked "WITHDRAWAL" and "SUBSTITUTION" shall be opened first and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 24 shall not be opened further.
- 25.3 The remaining bids shall then be opened. Envelope A (the technical proposal) shall be opened and the bidder's name noted.

Envelope A1 shall then be opened to confirm that the Bid Security is in an acceptable form. Where the Bid Security is not in an acceptable form, the bid will be rejected and Envelopes A2 and B will be returned to the bidder. Envelope A2 of each bid which has an acceptable Bid Security shall then be opened and the contents noted.

Envelope B (the price offer) shall not be opened until all technical proposals have been examined to determine that they conform with the technical requirements described in Clause 28. A date for opening Envelope B will be set following examination of technical proposals. Bidders whose bids are determined to be 'technically conforming' under Clause 28 will be advised of the date for opening Envelope B and will be invited to send their designated representatives.

- 25.4 The Employer shall prepare minutes of each stage of the bid opening including the information disclosed to those present in accordance with Sub-Clause 25.3.
- 25.5 Bids not opened and read out at the first bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 26. Process to be Confidential**
- 26.1 Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer processing of bids or award decisions may result in the rejection of the bidder's bid.
- 27. Clarification of Bids, Contacting the Employer**
- 27.1 To assist in the examination, evaluation, and comparison of bids the Employer may, at its discretion, ask any bidder for clarification of its bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 29.
- 27.2 Subject to Sub-Clause 27.1, no bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 27.3 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.
- 28. Examination of Bids and Determination of Technical Conformity**
- 28.1 A "two - envelope bidding procedure" in general accordance with JBIC Guidelines shall be followed as described in Sub-Clause 5.1(b). Prior to the detailed technical evaluation of bids, the Employer will determine whether each bid:
- (a) has been properly signed, and
 - (b) is accompanied by the required securities
- 28.2 The technical proposals will then be opened and evaluated to determine that they conform to the requirements specified in Sub-Clause 28.5. A conforming bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents including the **Key Criteria** described in Sub-Clause 28.5 without material deviation or reservation. A material deviation or reservation is one:

- (a) which affects in any substantial way the scope, quality or performance of the Works, or
- (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or bidder's obligations under the Contract, or
- (c) whose rectification would affect unfairly the competitive position at other bidders presenting conforming bids.

28.3 The bidder shall, if required, provide promptly any clarification and or substantiation that the Employer may request to determine conformity with the requirements of Sub-Clause 28.5.

28.4 If a bid is technically non-conforming, it will be rejected by the Employer and may not subsequently be made to conform by amendment or withdrawal of the non-conforming deviation or reservation. The price proposals of those bidders whose technical proposal is determined to be non-conforming will be returned unopened to those bidders.

28.5 A bid will be deemed to be **technically conforming** if the bidder satisfies the **key criteria** described in **Attachment I** of Section VI, relating to particular experience, personnel capabilities, financial position, works programme and proposed methodology. Bidders are advised that these **key criteria** are generally based on the "Qualification Criteria" specified in the Prequalification Documents issued in 2000 which have been clarified or revised in some instances to make them directly relevant to the updated detailed scope of works in this Contract.

Bidders are required to demonstrate full compliance with these **key criteria** by supplying all relevant information in the formats indicated in **Attachment I**.

29. Correction of Errors

29.1 The price offers in bids determined to be technically conforming will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

29.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with

the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 17.6 (b).

30. Single Currency for Comparison of Bids

30.1 The Bidder will have to submit his price in local currency. All rates and prices will be in Bangladesh Taka. The Employer will check the percentages of foreign currency as required by the bidder and the exchange rates proposed to be used for payment in the nominated foreign currencies. Refer also to Sub-Clause 15.2.

31. Evaluation and Comparison of Bids

31.1 The Employer will evaluate and compare only the bids determined to be technically conforming in accordance with Clause 28.

31.2 In evaluating the bids, the Employer will determine for each bid the Evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making any correction for errors pursuant to Clause 29;
- b) excluding Provisional Sums and the provision, if any, for Contingencies in the Summary Bill of Quantities, but including Day work, where priced competitively; and
- c) converting the amount resulting from applying (a) to (b) above to a single currency in accordance with Clause 30.

31.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.

31.4 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in relation to the Engineer's estimate of the items of work to be performed under the contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated contract payments, the Employer may require that the amount of the performance security set forth in Clause 37 be increased at the expense of the bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the contract.

32. Preference for Domestic Bidders

32.1 No margin of preference shall be considered for domestic bidders in the evaluation of their bids.

F. Award of Contract**33. Award**

33.1 Subject to Clause 14 and Sub-Clause 34.1, the Employer will award the contract to the bidder whose bid has been determined to conform to the requirements of the bidding documents and who has offered the lowest Evaluated Bid Price pursuant to Clause 31, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Sub-Clause 3.1; and (b) qualified in accordance with the provisions of Clause 5.

34. Employer's Right to Accept any Bid and to Reject any or all Bids

34.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

35. Notification of Award

35.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by cable or fax confirmed by registered letter that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall specify the sum which Employer will pay to the Contractor in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed in the contract (hereinafter and in the Conditions of Contract called "the Contract Price").

35.2 The notification of award will constitute the formation of the contract.

36. Signing of Agreement

36.1 At the same time that the Employer notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Agreement in the form provided in the bidding documents, incorporating all agreements between the parties.

36.2 Within 28 days of receipt of the Agreement, the successful bidder shall sign the Agreement and return it to the Employer together with the required performance security.

36.3 Upon fulfillment of Sub-Clause 36.2, the Employer will promptly notify the other bidders that their bids have been unsuccessful and their bid security will be returned as promptly as possible, in accordance with Sub-Clause 17.4.

37. Performance Security

37.1 Within 28 days of receipt of the Letter of Acceptance from the Employer, the successful bidder shall furnish to the Employer a performance security in the form of a bank guarantee in the amount stated in the Appendix to

Bid. The form of performance security provided in Section VIII of the bidding documents may be used or some other form acceptable to the Employer.

- 37.2 Such bank guarantee shall be issued either (a) at the bidder's option, by a bank located in the country of the Employer or by a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the prior agreement of the Employer directly by a foreign bank acceptable to the Employer.
- 37.3 Failure of the successful bidder to comply with the requirements of Clauses 36 or 37 shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security, and any such other remedy the Employer may take under the contract, and the Employer may resort to awarding the contract to the next ranked bidder.

