Procurement Guidelines Of NESCO-2020

1.0 Short Title and Commencement

These guidelines will be known as the **'Procurement Guidelines of NESCO'** and shall supersede all existing orders, instructions, Users Guides on Procurement of Goods & Related Services and Works & Physical Services (NESCO FUND) etc. on the subject by whatsoever names they may be called. These guidelines and procedures shall come into force with effect from **18/07/2020.**

2.0 Objectives

2.1 To operate procurement function in a defined way for ensuring transparency, fairness and integrity in the procurement procedure.

2.2 To have an overarching framework for procurement that is to be followed by all procurement personnel in order to bring efficiency and effectiveness in the system with a view to contributing towards achievement of NESCO objectives.

2.3 To harness competitiveness in the procurement system through adherence to clear guidelines and procedures by all concerned personnel so that best value for every taka spent can be attained.

2.4 To involve all stakeholders in the procurement process in a meaningful way so that planning and coordination can be done timely and right product can be procured in right quality and quantity and supplied to right place in right time.

2.5 To assign responsibilities and ensure accountabilities through allocation of financial powers.

2.6 To have an audit trail through maintenance of necessary documents, files and records as stipulated in these guidelines and procedures.

3.0 Definitions

In these guidelines the following definitions will apply:

3.1 **Advertisement:** Advertisement means an advertisement published in newspapers, websites or any other mass media for the purposes of wide publicity.

3.2 **APP:** APP means Annual Procurement Plan.

3.3 **Approving Authority:** Approving Authority means the authority to approve the procurement proposal (administrative and financial) as delegated by NESCO board time to time for the procurement of goods, works and services.

3.4 **Consultant:** Consultant means an expert person/ company/ association under a contract for providing intellectual and professional services in a particular area.

3.5 **Contractor:** Contractor means an individual/ body of individuals/ sole proprietorship/ partnership/ company/association under contract with NESCO for the execution of any Works.

3.6 **Contract:** A contract is an agreement between two or more parties which is intended to be enforceable by law.

3.7 **Contract Price:** Contract Price is the price state in Notification of Award (NOA) and thereafter as adjusted in accordance with the provisions of contract.

3.8 **COSS:** COSS means Commercial Operation & Support Service.

3.9 **CPTU:** CPTU means the Central Procurement Technical Unit.

3.10 **Days:** Days means calendar days unless specified as a working days.

3.11 **Deadline:** Deadline means the last date and time as specified in document.

3.12 **Direct Procurement Method:** The method of procuring goods and related services from a single source without going through all the requirements of a full tendering process. But there shall be prudence in procurement with regard to market price and appropriate specification.

3.13 **e-GP:** e-GP means procurement by a Procuring Entity using electronic processing systems.

3.14 **Ethics:** The moral principles of rules of conduct which NESCO officials have to follow when carrying out any procurement.

3.15 **Evaluation:** Determination of substantially responsive tenders in order to identify the most advantageous offer i.e. the one offering the best value for money.

3.16 **Evaluation Committee:** Evaluation Committee means a Tender or a Proposal or a Quotation Evaluation Committee.

3.17 **Evaluation Report:** Evaluation Report means the report prepared after the evaluation of Tenders, Quotations, Expressions of Interest or Proposals.

3.18 **Force Majeure:** Force Majeure means an event or situation beyond the control of the Contractor, a Supplier or Consultant that is not foreseeable, is unavoidable, and its origins 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, freight embargoes etc.

3.19 **Framework Agreement:** An agreement that is usually made on the basis of procurement for an approximate quantity of similar goods or works & related services in successive deliveries at specified price over a definite period of time.

3.20 **Goods:** Goods means raw materials, products and equipment etc and related Services if the value of such Services does not exceed that of the Goods themselves.

3.21 **Government:** The Government of the People's Republic of Bangladesh.

3.22 **In Writing:** Communication in hand or machine written, typed, duly signed and includes properly authenticated message by facsimile or electronic mail.

3.23 **Intellectual and Professional Services:** Intellectual and Professional Services means Services performed by Consultants with outputs of advisory, design, supervision or transfer of a know-how nature.

3.24 **International Competitive Tender/Bid:** International Competitive Tender/Bid (ICT/ICB) is the procurement process which allows firms/tenderers around the globe to participate in the tender.

3.25 **Local Competitive Tender:** Local Competitive Tender (LCT) is the procurement process which allows only tenderers of Bangladesh to participate in the tender.

3.26 **LEM:** LEM means Line Equipment & Maintenance works.

3.27 **MSS**: MSS means Maintenance of Sub-station and Switching-station.

3.28 **Modification:** Replacement or amendment of a tender which has already been submitted by the tenderer, but still there is scope of changes because of due return date not being expired yet.

3.29 **Multiple Dropping:** Multiple Dropping means submitting Tenders to more than one place as designated by the Procuring Entity.

3.30 **Notification of Award Letter (NOA):** The letter that states the value of the proposed contract, the amount of the performance security (PS), the time within which the PS shall be submitted and the time within which the contract shall be signed.

3.31 **Opening Committee:** Opening Committee means a Tender Opening Committee (TOC) or a Proposal Opening Committee (POC).

3.32 **Open Tendering Method:** The method of procurement that is carried out through newspaper, website(s) advertisement for ensuring fairness through competition, transparency and maximizing efficiency, effectiveness and economies of scale.

3.33 **Outsourcing:** Outsourcing means contracts between NESCO and an outside provider for services rather than employing staff to do this service.

3.34 **Own Fund**: Own Fund means the funds generated through revenue earning of NESCO.

3.35 **Procurement:** Procurement means the complete process of Purchasing, hiring or obtaining of goods, services and works from outside external source(s)/suppliers by any contractual means to meet the need of NESCO. It takes into consideration the best possible cost in terms of quality and quantity, time and users' requirements.

3.36 **Physical Services:** Physical Services means the following services with measurable outputs, either- (a) linked to the supply of Goods or execution of Works such as operation and maintenance of facilities or plant, surveys, exploratory drilling, or (b) stand-alone service type contracts such as security services, cleaning services, catering Services, geological Services or third party Services.

3.37 **Pre-Qualification:** Pre-Qualification means a procedure for demonstrating qualifications as a pre-condition for being invited to tender.

3.38 **Post Qualification:** The process undertaken for verification whether the lowest evaluated tenderer i.e. the most responsive one is capable to perform the contractual tasks.

3.39 **Performance Security:** The security as guarantee in the form of a pay order/ bank draft/ bank guarantee or in any other form (if mentioned in tender document), submitted by the tenderer against his failure to honor the provisions of the contractual agreement.

3.40 **Preliminary Examination:** The checking by the evaluation committee whether formal requirements in the tender documents have been fulfilled or not.

3.41 **Procuring Entity:** Procuring Entity means a Procuring Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using NESCO's funds.

3.42 **Proposal:** Submission by the consultant in writing for delivery of the services that is presented to procuring entity in response to the proposal documents.

3.43 **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 organizations.

3.44 **Purchase Order:** The order that is issued in case of a purchase through Quotation Method (QM) detailing the terms and conditions.

3.45 **Quotation:** Quotation means the priced offer in writing received from firms/Tenderers for the Procurement of readily available standardized Goods, Works or physical Services subject to the threshold value as prescribed by the policy.

3.46 **Quotation Method (QM):** The method of procurement that is followed for purchase of readily available, standard off the shelf goods and related services.

3.47 **QEC (Quotation Evaluation Committee):** The committees that will determine the ranking between substantially responsive quotations if the tender is invited through Quotation Method

(QM) in order to identify the most advantageous tender i.e. the one offering the best value for money.

3.48 **Quality:** Quality means quality of Goods, Works or Services.

3.49 **Related Services:** Related Services means Services linked to the supply of Goods contracts.

3.50 **Responsiveness:** Conformity of a tender in all respect to the requirements of the tender document without material deviation, reservation or omission on the basis of evaluation criteria.

3.51 **Schedule of Requirements:** It is an integral part of the tender documents sold/made available to the prospective tenderers specifying the requirements that they have to fulfill for qualification of his/her tender offer as a responsive one.

3.52 **Service:** Service means goods related Services, physical Services, or intellectual and professional services.

3.53 **Similar Nature of Goods/Works:** Similar nature of goods/works will be clearly defined and specified in respective Tender Document.

3.54 **Specification:** The technical characteristics of the goods that set the quality and performance standards required.

3.55 **Substitution:** The expression on the part of the tenderer by a written notice that he would like substitute an already submitted tender before the expiry of tender return date.

3.56 **Supplier:** Suppliers means an individual/ body of individuals/ sole proprietorship/ partnership/ company under contract with a procuring entity to supply goods and related services.

3.57 **Taka:** The unit of currency of Bangladesh.

3.58 **TEC (Tender Evaluation Committee):** The committee that will determine the substantially responsive tenders and the one offering the best value for money.

3.59 **Tender**: The submission by the tenderer in writing for delivery of the procurement object that is presented to a procuring entity in response to the tender documents.

3.60 **Tender Document:** The documents provided by a procuring entity to tenderers as a basis for preparation of their tenders.

3.61 **Tenderer:** Tenderer means an individual/ body of individuals/ sole proprietorship/ partnership/ company/association who submits a Tender.

3.62 **Tender Opening Date:** Tender opening date is the date on which tender will be opened; tenders must be opened immediately after the deadline for receipt .

3.63 **TOC:** Tender Opening Committee

3.64 **TOS:** TOS means Tender Opening Statement.

3.65 **Validity Period:** This states how long the offer will remain open to acceptance by the purchaser within which no change in the tender offer could be brought by the tenderer.

3.66 **Withdrawal:** The expression on the part of the tenderer by a written notice that he would not like to participate in the tender proceedings before the expiry of tender submission deadline .

3.67 **Works:** Works means all Works associated with the construction, reconstruction, site preparation, demolition, repair, maintenance, installation or renovation as well as physical Services related to Works.

4.0 Source of Fund

Procurement Guidelines of NESCO shall only be applicable for procurement of goods & related services, works & physical services and consultancy services using NESCO's own fund.

5.0 Scope of Application

5.1 **Procurement Guidelines of NESCO shall apply only to the extent it uses own funds of NESCO i.e. the funds generated through all earnings of the company**. Whereas the rules and procedures set forth in Public Procurement Act, 2006 and Public Procurement Rules, 2008 shall apply for use of funds allocated by the Government through revenue/ development budget. However Procurement under a loan, credit or grant agreement or under any other agreement with a development partner or with a foreign state or an organization, provided that if there is anything to the contrary in any such agreement entered into, the provision of that agreement shall prevail.

5.2 Procurement Guidelines of NESCO does not state or apply any restriction or limits the powers of NESCO Board to approve award of contract irrespective of the value of contract and accordingly all procurement decisions and actions taken by the concerned officials shall be in accordance with the delegation of financial power for undertaking procurement assignments exercising the respective authority. The decisions and actions shall be taken in such a manner that it reflects transparency of the process.

5.3 Procurement Guidelines of NESCO shall apply to all procurements of (i) Goods & Related Services; (ii) Works & Physical Services; (iii) Outsourcing Services; and (iv) Consultancy Services any other Unforeseen/Urgent Services, Emergency Goods/Works/Services and Proprietary Items.

5.4 In procurement (i) Goods & Related Services; (ii) Works & Physical Services; (iii) Outsourcing Services; and (iv) Consultancy Services and any other Unforeseen/Urgent Services, Emergency Goods/Works/Services, Proprietary Items, COSS/LEM/MSS, NESCO is required to follow the applicable procedures, Standard Tender Documents, Technical Specification and other requirements etc. as approved by NESCO Board from time to time.

5.5 In Procurement Guidelines of NESCO, procurement of different category items with varying threshold value shall be guided by different methods of procurement. The items which are not included in any category shall be included by a committee approved by NESCO Board.

6.0 Overall Procurement Direction

NESCO is expected to follow mainly centralized procurement strategy with a provision for procurement to fulfill the Annual Procurement Plan (APP) and to meet the day-to-day requirement, emergencies and others. Procurement Division of NESCO is expected to take necessary steps for implementing procurement related activities both efficiently and effectively. All concerned division(s) /directorate (s) will provide necessary information/support to make the tender effective in scheduled time. Considering the effectiveness and efficiency, this approach is more suited for NESCO. Reasons for advocating centralized approach are economies of scale through aggregation of requirements, optimum use of expertise, efficient storage and distribution system as well as lower administration costs. Until full scale implementation of centralized procurement strategy the present decentralized procurement strategy may also be followed maintaining the financial and administrative delegation authority of this guideline and following different procurement method as mentioned here.

7.0 Procurement Method

7.1 General

The Procurement Methods described herein are applicable to the procurement of (i) Goods & Related Services, (ii) Works & Physical Services, (iii) Out sourcing services and (iv) Consultancy Services. **Depending on volume of procurement, nature of procuring item(s) and estimated price, NESCO shall adopt the applicable method of procurement following the specific procedures.**

7.1.1 List of procurement method but not limited to it:

a) Direct Cash Purchase Method (DCPM)

b) Request For Quotation Method (RFQM)

c) Open Tendering Method (OTM)

d) Framework Contract Method (FCM)

e) Limited Tendering Method (LTM)

f) Direct Procurement Method (DPM)

g) QCBS/FBS or others Method for Consultancy Services.

7.1.2 The authorized officials, as **stated in Article 9.0: Approving Authority** shall approve the procurement method and estimated price.

7.2 Direct Cash Purchase Method (DCPM)

7.2.1 Direct Cash Purchase Method (DCPM) is applicable for purchase of low value readily available Goods & Related Services and simple/urgent and essential Works and Physical Services such as maintenance, repairs, transportation, daily needs etc.

7.2.2 There shall be no requirement for advertisement for adopting Direct Cash Purchase Method (DCPM) nor there need for any security against the purchase item.

7.2.3 DCPM shall be applicable for low value Procurement up to purchase value Tk. 25000 (Twenty Five thousand) from a single source by a three member committee without the need comparing prices from other sources.

7.2.4 No Purchase Order shall be required in case of DCPM.

7.3 Request For Quotation Method (RFQM)

7.3.1 No Tender Security or Performance Security is required when Quotation Method (RFQM) is used. However, in special cases, Performance Security against RFQM may be imposed, if deemed necessary, after taking approval from NESCO Management.

7.3.2 Purchase Order shall be issued in standard format as shown in Annexure-/**4B** to the successful Supplier/ firm subject to approval of approving authority.

7.3.3 RFQ Method shall be applicable for **purchase value up to Tk.5 (five) lac**. In this method, sealed quotations from **at least 05 (five) Tenderers** known for similar items shall be invited preferably through their e-mail address (if any) vide standard formats shown in **Annexure-3.** Simultaneously RFQ notice have to display in notice boards of NESCO Head Office, all Sales & Distribution (S&D) Offices and other concerned offices (if required).

7.3.4 The Head of the Procuring Entity or his/her authorized officer or approving authority shall strictly control the Proper use of the Request For Quotation Method.

7.3.5 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 a full Tendering process.

(c) Validity period of RFQ will be 30 to 60 days from the last submission date of RFQ.

7.3.6 For submission of sealed quotations against RFQ, the closing date shall generally be within two weeks from the date of issue of RFQ, depending upon the urgency and size of the requirements.

7.3.7 Unless there is extreme urgency or there are three or more quotations available against RFQ, the officer approving the purchase proposal may extend the period for submission of quotations prior to opening of sealed quotations.

7.3.8 Request for Minimum 5 (Five) sealed Quotations has to be sent to Potential Supplier. Minimum 03 (three) Responsive quotations against RFQ is mandatory for awarding, otherwise the Quotation will be rejected.

7.3.9 Sealed quotations against RFQ shall be opened and compared by a 03 (three) member Quotation Evaluation Committee (QEC) formed by the Head of the office inviting quotations of which 01 (one) member **shall be from outside of procuring office**. Presence of Tenderers at the time of opening of **quotations is Optional**. Member of the QEC shall be paid a nominal remuneration for each RFQ at rates determined by **PPR-2008 and its subsequent amendment and** shall be continued as it is until otherwise decided by the board.

7.3.10 Quotation Evaluation Committee (QEC) shall evaluate the quotation(s)/offer(s) in accordance to the terms and conditions of the RFQ to determine the responsive lowest bidder and subsequently submit the evaluation report with a recommendation to the official who invited the said RFQ. For evaluated price up to Tk. 03 (three) lac, the official will forward the evaluation report with his/her opinion to the Approving Authority as stated in **Article-9.0.** If evaluated price is above Tk. 03 (three) lac then the official will forward the evaluation report to the line Executive Director for approval of Managing Director (Official Inviting RFQ → Line ED →MD) .

7.3.11 In case of RFQ method, a purchase order as per format in **Annexure-4B** shall be placed to the Tenderers whose quotation meets the requirements of the RFQ and who quotes the lowest evaluated cost subject to approval of Approving Authority.

7.3.12 The Purchase order must be issued within the validity period of the offer. If it becomes obvious that, for whatever reason, the Purchase order cannot be awarded before the expiry of the validity period, tenderers should be asked to extend the validity period.

7.4 Open Tendering Method

7.4.1 General

Open tendering is the process of procurement carried out through well circulated at least one English and one Bengali newspaper advertisement. The advertisement shall also be published in the web portal of NESCO, CPTU or other such service providers as per PPR-2008 and its subsequent amendment. OTM shall be the preferred method of procurement except for those items/services where there are valid reasons for not doing so or where the value of the contract is so low that it does not serve the purpose of efficiency and effectiveness.

7.4.2 Basis for Local and International Procurement

7.4.2.1 Basis for Local Procurement: Conditions and Procedures for Local Procurement are described below:

a) Local Procurement shall be applicable when competition of specific goods, works and services are available from the local tenderers.

b) The Invitations for Local Tender and tender documents shall be in English/Bengali language and invitation shall attract local tenderers.

c) Time for preparation and submission of Tenders for National/Local Procurement of Goods, Works and Services under the Open Tendering Method to be followed as mentioned article 20.5 of advertisement.

d) Tenderers shall be permitted to express their offers, as well as any tender and performance securities to be presented by them, in Bangladeshi currency in the form of Pay Order/Bank Draft or Bank Guarantee as it is mentioned in the tender document. Price comparison for evaluation purpose shall be done in Bangladeshi Taka.

7.4.2.2 Basis for International Procurement: Conditions and Procedures for International Procurement are described below:

a) International Competitive Tendering shall be applicable when, due to lack of capacity within Bangladesh there is no competition for the provision of specific goods and related services, special efforts shall be taken to improve the level of competition by seeking tenders from foreign firms.

b) The Invitations for International Tender and tender documents shall be in English language and invitation shall attract foreign competition.

c) The time allowed for the submission of tenders shall be sufficient to allow the invitation to reach potential tenderers and to enable them to prepare and submit tenders. The time allowed shall be not less than forty two (42) days.

d) Technical specifications shall be based upon international/Bangladesh standards or those widely used in international trade.

e) Tenderers shall be permitted to express their offers, as well as any tender and performance securities to be presented by them, in Dollar/Euro or any freely convertible currency or in Bangladeshi Taka. Price comparison for evaluation purpose shall be done in Bangladeshi Taka, and tenders submitted in other currencies shall be converted by the purchaser at their selling rates as published by the Bangladesh Bank/ Sonali Bank Limited of Bangladesh on the day of Tender Opening.

f) The tender document may allow for a domestic preference to promote local manufacturers, suppliers and contractors with a price advantage over their international competitors for the purpose of promoting domestic products or industries.

7.4.2 In exceptional cases where it is urgently necessary to complete the scope of the original work order /contract, additional deliveries or a Variation or Extra Work Order or Repeat Order within 20% of contract value shall be approved by approving authority of the original work order/contract and beyond 15% of work order /contract value, approval of NESCO board is required.

7.5 Framework Contract Method (FCM)

7.5.1 FCM may be used as a replacement for open tendering method or limited tendering method for the procurement of a quantity of similar goods and physical services in successive deliveries at specified prices during a definite period of time generally for 01 (one) year.

7.5.2 FCM shall be used only when respective procurement package is included in the approved annual procurement plan and the procurement package is not split into successive smaller packages of lower value with intention of avoiding a particular procurement method or to avoid seeking the approval of higher authority.

7.5.3 Apart from differences described above, the same procedure as for OTM shall be followed when using FCM.

7.5.4 Standard Tender Document, approved by NESCO Board shall be used for inviting tenders.

7.6 Limited Tendering Method (LTM)

7.6.1 Limited Tendering Method (LTM) is Applicable:

a) when Goods & Related Services and Works & Physical Services are of specialized nature and available from a limited number of suppliers and contractors; or
b) when Goods & Related Services and Works & Physical Services are available from approved enlisted/qualified potential tenderers; or
c) 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.

7.6.2 For enlistment of potential Tenderers, an annual advertisement notice shall be made in the same manner as of OTM.

7.6.3 There will be no requirement of advertisement in newspaper for submission of Tenders by potential Tenderers however the advertisement shall have to be published in Notice Board and NESCO Website, at least 10 (ten) days before the offer/tender submission date. The number of received tenders from the enlisted Tenderers should not be less than 06 (six) so that fair competition is ensured.

7.6.4 A list of enlisted/qualified potential suppliers or contractors shall be maintained to invite tenders from those enlisted suppliers or contractors. Qualification of the enlisted suppliers or contractors shall be reviewed on annual basis.

7.6.5 In addition to invitations to enlisted/qualified potential suppliers or contractors, advertisement has to be circulated in the NESCO website.

7.6.6 At least two responsive Tenderers shall be required for a decision on award to be effective.

7.6.7 If lists of qualified suppliers/contractor are not maintained, then it can use such lists that are maintained by other key Procuring Entities or such lists posted for this purpose by the CPTU on its website. Otherwise, OTM with or without pre-qualification shall be used.

7.6.8 Under LTM, Tender security is mandatory as per OTM. However, Performance Security, 10% (ten percent) of contract value, is mandatory and should valid covering the warranty/obligation period.

7.6.9 Apart from differences described above, the same procedure as for OTM shall be followed when using LTM.

7.6.10 For the purpose of inviting Tenders for Tenders for enlistment/qualification of potential Tenderers, Standard Tender Documents approved by NESCO Board shall be used.

7.6.11 The time allowed for inviting tenders through LTM shall not be less than 14 (fourteen) days from acknowledging the tenderers to participate.

7.7 Direct Procurement Method (DPM)

7.7.1 NESCO may use the Direct Procurement method for Procurement of the Goods/works/services from a single source without going through Tendering or other Procurement methods but shall under no circumstances be used to avoid competition or to favor a particular Person, Supplier or Contractor.

7.7.2 NESCO Management 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.

7.7.3 The decision to use this method shall be approved by the concern approving authority in order to ensure that there is no abuse and its use is restricted to the circumstances specified in these Rules.

7.7.4 Direct Procurement Method shall be applicable in procurement of proprietary items, critical components/equipment from a specific manufacturer, supplier or distributor, procurement of goods and related services under advantageous conditions, procurement of goods and related services from a government owned industry or factory, procurement of spare parts of existing equipment, emergency procurement of goods, works and services arising from natural disaster or breakdown of system etc. Application of DPM shall commensurate with requirements as stated in Article 9.0: Approving Authority.

7.7.5 There shall be no requirement for Direct Procurement to be advertised.

7.7.6 Tenderer is not required to submit Tender Security. However, successful Tenderer needs to submit Performance Security or Retention Money.

7.7.7 In exceptional cases where it is urgently necessary to complete the scope of the original work order /contract, additional deliveries or a Variation or Extra Work Order or Repeat Order a percentage of contract value following PPR-2008 shall be approved by NESCO Board.

7.7.8 In adopting Direct Procurement Method, there shall be prudence in procurement with regard to market price and appropriate specification.

7.7.9 Work Order/Purchase Order shall be issued by the procurement division. Subject to approval of Managing Director. Based on the nature of procurement, contract may be signed between the both parties where applicable.

8.0 Classification of Procurement Items

8.1 **Goods & Related Services under Category A:** All equipment and materials related to electric distribution system including Electric meter/metering unit, Underground Cable & Cable Accessories, Service cable, Service accessories, Conductor, Conductor accessories, Line hardware, Electric Pole & Pole Fittings, Transformer, Sub-station equipment, CT-PT, MCCB, LA-DOFC, Breaker, PCM Panel etc.

8.2 **Goods & Related Services under Category B:** Stationery and Printing Materials, Computer and peripheral, Motor Vehicles, Air Conditioner, Photocopier, Fax Machine, PABX System, Office Furniture & Fittings, Communication Equipment and Office Consumables etc.

8.3 **Works & Physical Services under Category C:** Construction, reconstruction, site preparation, demolition, repair, maintenance, renovation, infrastructure or structure, installation, any construction work relating to excavation, installation of equipment and materials, decoration, interior rearrangement, Carrying of goods etc.

8.4 **Outsourcing Services under Category D:** Commercial Operation & Support Services (COSS), Line & Equipment Maintenance (LEM) , Maintenance of Sub-station & Switching-station (MSS) etc.

8.5 **Outsourcing Services under Category E:** Catering Services, Ambulance/transportation Services, Small repairing/ maintenance/Painting/ Carpentry services, Security Services, Cleaning Services, Event Management Service, Advertisement etc.

8.6 **Outsourcing Services under Category F:** Car, Microbus, Pick-up etc (any transport/ vehicle) on rental basis.

8.7 **Consultancy Service under Category G:** Intellectual and professional/expertise services from individual expert/ reputed firm/ professional institution, Innovative ideas & services from Local Expertise /reputed firm.

8.8 **Emergency Goods, works or services under Category H:** Emergency goods, works or services following a disaster/ natural calamity e.g. flooding, fire etc. when use of other procurement method is impractical within a short time frame or in situations where unforeseen disruptions or power supply needs emergency restoration.

8.9 **New item under Category I:** For purchasing any new item which is not included in any category will by included by the approval of NESCO Board.

9.0 Approving Authority

The approving authority with corresponding financial power for different categories of procurement is described in following chart:

Threshold	Category of Items	Procurement Method	Approving Authority
Up to **Tk. 10 (ten) thousand**	Goods & Related Services under Category B/ Works & Physical Services under Category C	DCPM	Executive Engineer/ Manager. **Maximum 02 (Two) Times Per Month**
Above **Tk. 10 (ten) thousand** and Up to **Tk. 12(Twelve) thousand**	Goods & Related Services under Category B/ Works & Physical Services under Category C	**DCPM**	Superintending Engineer/ Deputy General Manager. **Maximum 04 (Four) Times Per Month**
Above **Tk. 12 (twelve) thousand** and Up to **Tk. 15 (fifteen) thousand**	Goods & Related Services under Category B/ Works & Physical Services under Category C	**DCPM**	Chief Engineer/General Manager
Above **Tk. 15 (fifteen) thousand** and Up to **20 (Twenty)thousand**	Goods & Related Services under Category A & B / Works & Physical Services under Category C	**DCPM**	Executive Director
Above **Tk. 20 (twenty) thousand** and Up to **Tk. 25 ((Twenty Five) thousand**	Goods & Related Services under Category A & B / Works & Physical Services under Category C	**DCPM**	Managing Director
Up to **Tk. 1 (one) lac**	Consultancy Service from individual expert/ reputed firm	DPM	Managing Director
Up to **Tk. 2 (Two) lac**	Goods & Related Services under Category B/ Works & Physical Services under Category C	RFQM	Chief Engineer/General Manager
Above **Tk. 2 (Two) lac** and Up to **Tk. 3 (three) lac**	Goods & Related Services under Category A & B/ Works & Physical Services under Category C	RFQM	Executive Director
Above **Tk. 3 (Three) lac** and Up to **Tk. 5 (five) lac**	→ Goods & Related Services under Category A & B/ Works & Physical Services under Category C. → Outsourcing Services under Category E & F → Consultancy Services under Category G	RFQM / LTM	Managing Director
	Unforeseen urgent Services under Category E	DPM	
Up to **Tk. 50 (fifty) lac**	→ Emergency goods, works or services under Category H. → Expertise services from any Govt./Semi Govt./	DPM	Managing Director

	Autonomous Bodies/Public University/ Professional Institution.		
Up to **Tk. 2 (Two) crore**	→ Goods & Related Services under Category A & B / Works & Physical Services under Category C. → Outsourcing Services under Category D, E & F Consultancy Service under Category G	LTM	
Up to **Tk. 2.5 (two point five) crore**	→ Goods & Related Services under Category A & B / Works & Physical Services under Category C. → Outsourcing Services under Category D, E & F	FCM	
Up to **Tk. 2.5 (two point five) crore**	Proprietary items directly from manufacturers	DPM	Managing Director
Up to **Tk. 3 (three) crore**	→ Goods & Related Services under Category A & B/ Works & Physical Services under Category C. → Outsourcing Services under Category D, E & F	OTM	Managing Director
Up to **Tk. 50 (fifty) lac**	→ Consultancy Service under Category G		
Up to **Tk. 3 (three) crore**	Goods from Government/Semi Govt./ Autonomous Body NESCO Board should be informed).	DPM	
Any Value beyond the limit of NESCO Management as mentioned above	**Any Procurement**	**Any Method**	**NESCO Board**

N.B. The approving authority Executive Engineer/ Manager, Superintending Engineer/ Deputy General Manager, Chief Engineer/General Manager, Executive Director refers to the Executive of concerned division/ office/ directorate.

9.1 e-GP related Approving Authority

e-GP related approving Power					
Sl No	Item	MD	ED	CE/GM	SE/DGM
1	APP Approval (Administrative Approval)	Full	With in the delegation of Financial power (Included central approved APP of NESCO)	With in the delegation of Financial power (Included central approved APP of NESCO)	With in the delegation of Financial power (Included central approved APP of NESCO)
2	TEC Formation	Full	Within the approval limit as per ARTICLE 9.0	Within the approval limit as per ARTICLE 9.0	Within the approval limit as per ARTICLE 9.0
3	TOC Formation	Full	Within the approval limit as per ARTICLE 9.0	Within the approval limit as per ARTICLE 9.0	Within the approval limit as per ARTICLE 9.0
4	Tender Notice and Tender Document Approval	Full	Within the approval limit as per ARTICLE 9.0	Within the approval limit as per ARTICLE 9.0	Within the approval limit as per ARTICLE 9.0
5	Amendment/Corrigendum in published tender document or notice where competitive conditions remain same	Full	Within the approval limit as per ARTICLE 9.0	Within the approval limit as per ARTICLE 9.0	Within the approval limit as per ARTICLE 9.0
6	Amendment/Corrigendum in published tender document or notice where competition is being further restricted.	Full			
7	Tender Opening deadline extension after closing of tender	Full			
8	Tender evaluation report approval (Technical)	Approving Authority as per ARTICLE 9.0	Approving Authority as per ARTICLE 9.0	Approving Authority as per ARTICLE 9.0	Approving Authority as per ARTICLE 9.0
9	Contract Approval	Approving Authority as per ARTICLE 9.0	Approving Authority as per ARTICLE 9.0	Approving Authority as per ARTICLE 9.0	Approving Authority as per ARTICLE 9.0
10	Cancellation of all tender	Full			
11	Issuing NOA	Full	PE	PE	PE
12	Extension of tender validity	Full First time & next higher authority for second & final time			

10.0 Threshold

10.1 For the procurement of (i) Goods & Related Services, (ii) Works & Physical Services, (iii) Outsourcing Services and (iv) Consultancy Services, Open Tendering Method (OTM) will be applicable generally above the estimated value of Tk 05 (five) lac.

10.2 Standard Tender Documents approved by NESCO Board for Procurement of (i) Goods & Related Services, (ii) Works & Physical Services and (iii) Consultancy Services under single stage single envelope system shall be applicable for Tender value up to Tk. **01 (one)** crore.

10.3 Procurement of (i) Goods & Related Services, (ii) Works & Physical Services, (iii) Outsourcing Services and (iv) Consultancy Services under **One** stage Two envelope system shall be applicable for **Tender value above Tk.1 (one) crore.**

10.4 Limited Tendering Method (LTM) shall be applicable for Tender value up to Tk. **02 (Two)** crores.

11.0 Annual Procurement Plan (APP)

11.1 NESCO shall prepare Annual procurement plan to include all major Procurement of Goods & Related Services, Works & Physical Services and Consultancy Services. The format of Annual Procurement Plan is shown in **Annexure-1.**

11.2 Annual Procurement Plan of NESCO aims to operate procurement function smoothly in a time bound frame and supports effective value for money purchasing while ensuring probity and accountability. It will draw early attention to potential procurement opportunities through a Strategic Procurement Outlook Statement, supported by details of planned procurements.

11.3 The purpose of Annual Procurement Plan is to provide information about the purchase of goods and services, type of procurement method, source of fund, estimated cost of the procurement, expected time for tender float, tender evaluation, tentative time schedule for completion of contract and some other graphical presentation of procurement process beforehand the actual procurement.

11.4 The objectives of the Annual Procurement Plan are to determine the types of item(s) to be procured during the respective FY and related time bound proceedings in order to ensure a consistent approach across the company, to describe the proposed procurement item(s) in details and to facilitate in preparing Annual Budget of the Company.

12.0 Procurement Proposal and Approval

12.1 Respective Division/Department after assessing their own requirements shall prepare the Purchase Requisition Note and forward the same to the Approving Authority.

12.2 The following items shall be clearly specified in the Purchase Proposal Note:

(a) Purpose of procurement
(b) Nature/Type of Goods/Works/Services
(c) Volume/Quantity of Goods/Works/Services
(d) Technical Specification of Goods/Works/Services (if possible)
(e) Justification of Procurement.
(f) Others information (if any).

12.3 The Price Estimate, mentioning the basis of estimation, the budget head and APP Provision shall be on the prescribed Purchase Requisition Note as per format shown as Annexure-2A/2B.

12.4 The official (s) stated in Purchase Requisition Note shall review the requirement of purchase and the price estimate on the basis of prevailing market price, Procurement Method, APP Provision and forward the Purchase Requisition Note with their comments to finance division for budgetary clearance, where applicable.

12.5 The budgetary comments shall be based on available allocation after deducting the amount already spent or committed.

12.6 Depending on financial involvement and nature of goods/works/services, approving authority will approve the Purchase Requisition note and the approved note shall then be forwarded for next procurement proceedings to:

a) the divisional head/procuring office initiating the Purchase Requisition note where estimated value up to Tk 03 (three) lac; or

b) Procurement division where estimated value above Tk 03 (three) lac.

c) if deem necessary, all procurement proceedings against RFQ, estimated value above 03(three) lac, may be carried out by the concerned procuring office(s) subject to the prior approval of NESCO Management case to case.

13.0 Preparing and Issuing a Tender Document

13.1 Procurement Division of NESCO is responsible for the preparation and issuing of the tender document.

13.2 The Procurement Division will prepare the draft of Tender Document and Tender Notice. In preparing the Draft Tender Document, the Procurement Division shall follow the Standard Tender Document approved by NESCO Board/NESCO Management. For any Tender Document, the Guaranteed Technical Particulars (GTP), Bill of Quantity (BOQ), Specifications, Drawings and all other things related to Employer Requirements will be finalized by Design & Inspection Department. Estimate will be finalized by a three member committee consisting of Superintending Engineer of Procurement Department who will be the convenor, Executive Engineer from Design and another member from Finance department who will be in the rank of at least Assistant Director/Assistant Manager. If required, the Procurement Division shall also obtain any other information necessary in preparing the Tender Document from Planning & Project division, Design & Inspection division, Protection Division, ICT Division or other departments/divisions of NESCO. During preparing of specification, the respective Division must be taken into consideration so that the specification is standard in all aspect and never support to a specific manufacturer/ tenderer.

13.3 The Specification is the key component in the overall contract package and its importance cannot be overstated. It sets the quality and performance standards for the contract and defines what the division/department wishes to buy and what the supplier must provide.

13.4 The concerned division/department will be responsible for the preparation of Technical Specifications/ Specification Submission Sheet considering the following issues:

a) The Technical Specifications constitute the benchmarks against which the purchaser will verify the technical responsiveness of tender and subsequently evaluate the tenders.

b) Technical specifications should be broad enough to avoid restrictions on similar kinds of goods.

c) Technical Specifications shall be standard and consistent with the requirement of

NESCO following guidelines of Power Division. If required, Technical Specifications of the similar type organization like BPDB, BREB DESCO, DPDC, WZPDCL etc may be followed.

d) Technical Specifications shall be fully descriptive of the procuring item(s).

13.5 The Tenderer is responsible for the preparation and submission of its tender. During this process, Procurement Division of NESCO shall promptly respond in writing to any written request for clarification from suppliers and issue amendment of the tender document accordingly, if required. Verbal requests from suppliers are prohibited and shall not be responded to.

13.6 Price estimates against procurement of item/services shall have approval of the approving authority. The approval shall undergo a written process of noting taken into consideration current market price, last procured price, estimated price of approve APP and price of similar type item/service procured by other utility organizations of Bangladesh. The approval process should be properly recorded.

14.0 Purpose of Tender Documents

The purpose of tender documents is to inform suppliers about the rules applicable for the tendering process, to precise requirements for the Goods & Related Services, Works & Physical Services, Outsourcing Services and Consultancy Services, to inform the suppliers about Qualification Criteria of the tenderers, to set criteria which will be applicable in evaluating tenders and to define terms and conditions of the contract the suppliers will be required to enter into, if successful.

15.0 Classification of Estimated Procurement Price

Slab 1: Up to Tk.30 lac

Slab 2: Above Tk. 30 lac to Tk.30 crore

Slab 3: Above Tk.30 crore

15.1 Price of Tender document

Based on estimated price for procurement of Goods/Works/services, Price of the Tender document will be as follows:

a) Estimated price up to 30 (thirty) lac =Tk 1,000 (one thousand)

b) Estimated price above 30 (thirty) lac to 1 (one) crore =Tk 2,000 (two thousand); and

c) Estimated price above 1 (one) crore = Tk 4,000 (four thousand).

16.0 Determination of Qualification Criteria and Other Requirements

Qualification criteria and other requirements concerning tenders are shown in the tables below :

Goods & Related Services under Category A

Sl. No	Criteria	Requirements	Slab 1 (up to 30 lac)	Slab 2 (More than 30 lac and upto 30 Crore)	Slab 3 (More than 30 crore)
01	**General Experience**	Tenderer shall be in the business of supply of electrical goods for **last (*) years at least.** (Years counting from the date of IFT)	* 03 Years	* **05** Years	* **07** Years
02	**Specific Experience**	Tenderer or the Manufacturer shall have experience in supply of at least **(*) % tender quantity of offered goods *(only major item(s) of the schedule of requirements to be mentioned)*** in **maximum 03 (three) contracts** within **last (**) years.** (Years counting from the date of IFT)	* 20% to 25% ** 03 Years	*40% to 90% ** 05 Years	*30% to 35% ** 05 Years
03	**Tender Capacity**	Tenderer shall have satisfactory completion record in supply of **similar nature of goods** for value not less than **(*) % of the estimated price** in **maximum 03 (three) contracts** within **last (**) years.**	* 20% to 25% ** 03 Years	* 40% to 50% ** 05 Years	* 30% to 35% ** 05 Years
04	**Financial Capability**	(Estimated Price /Contract Period in months) × **3**	Same Requirement for Slab-1, Slab-2 and Slab-3		
05	**Minimum Production Capacity of Manufacturer *(where applicable)***	(Tender Quantity/Delivery Period in months) ×**12** Documentary evidence to be provided in support of annual production capacity	Not applicable	Same Requirements for Slab-2 and Slab-3 *(where applicable)*	
06	**Tender Security**	Amount equivalent to **2% to 3% of estimated price.**	Same Requirement(s) for Slab-1, Slab-2 and Slab-3		
07	**Warranty Obligation**	Warranty shall remain valid for a period of minimum **12 (twelve) months** from last date of delivery to the designated place. *Supplier shall repair or replace the*			

Sl. No	Criteria	Requirements	Slab 1 (up to 30 lac)	Slab 2 (More than 30 lac and upto 30 Crore)	Slab 3 (More than 30 crore)
		defective goods within the period as stated in the Tender Document within the warranty obligations. In such case the warranty period shall be extended by additional 12 (twelve) months from the date of repair/replacement for the part of repair/replacement.	Same Requirement(s) for Slab-1, Slab-2 and Slab-3		
08	**Liquidated Damage (LD)**	The liquidated damage shall be: **One half of one percent (0.5%)** of the delayed goods/services per week or part thereof. The maximum amount of liquidated damages shall be: **10% (ten percent)** of the **contract value**.			
09	**Performance Security**	**10% (ten percent)** of the contract price.			
10	**Scope for JV**	Joint Venture **is not** applicable.			

Goods & Related Services under Category B

Sl. No	Criteria	Requirements	Slab 1	Slab 2	Slab 3
01	**General Experience**	Tenderer shall be in the business of supply of similar nature of goods for **last (*) years at least**.	* 03 Years	* 04 Years	* 05 Years
02	**Specific Experience**	Tenderer or the Manufacturer shall have experience in supply of at least **(*) % tender quantity of offered nature goods** within **last(**) years.**	*20% to 25% ** 03 Years	*40% to 50% ** 05 Years	*30% to 35% ** 05 Years
03	Tender Capacity	Tenderer shall have satisfactory completion record in supply of similar nature of goods for value not less than (*) % of the estimated price within last (**) years.	*20% to 25% ** 03 Years	*40% to 50% ** 05 Years	*30% to 35% ** 05 Years
04	**Financial Capability**	(Estimated Price /Contract Period in months) × **3**	Same Requirements for Slab-1, Slab-2 and Slab-3.		
05	**Tender Security**	Amount equivalent to **2% to 3% of estimated price** in nearest round figures.			
06	**Warranty Obligation**	Warranty shall remain valid for a period of minimum **12 (twelve) months** from last date of delivery to the designated place. *Supplier shall repair or replace the defective goods within the period **as stated in the Tender Document** within the warranty obligations. In such case the warranty period shall be extended by additional 12 (twelve) months from the repair/replacement date of defective item(s).*	Same Requirements for Slab-1, Slab-2 and Slab-3.		
07	**Liquidated Damage (LD)**	The liquidated damage shall be: **One half of one percent (0.5%)** of the delayed goods/services per			

Sl. No	Criteria	Requirements	Slab 1	Slab 2	Slab 3
		week or part thereof. The maximum amount of liquidated damages shall be: **10% (ten percent)** of the contract value.	Same Requirements for Slab-1, Slab-2 and Slab-3.		
08	**Performance Security**	**10% (ten percent)** of the contract price.			
09	**Scope for JV**	Joint Venture **is not** applicable.			

Works & Physical Services under Category C

Sl. No	Criteria	Requirements	Slab 1	Slab 2 & Slab 3
01	**General Experience**	Tenderer shall be in the business for executing works of electrical /civil works (as applicable) for **last (*) years** at least.	* 03 Years	* 05 Years
02	**Specific Experience**	Tenderer shall have experience in execution of **minimum (*) contracts** for works of similar nature **within last (**) years.**	* 01 contract, ** 03 Years	* 03 contracts, ** 05 Years
03	**Tender Capacity**	Tenderer shall have satisfactory completion of works of similar nature of value not less than **(*) % of estimated price in maximum (**) contracts within last (***) years.**	*Value 20% to 25%, ** 03 contract, *** 03 Years	*Value 40% to 50%, ** 03 contracts, *** 05 Years
05	**Financial Capability**	(Estimated Price / Contract Period in months) × **3**	Same Requirement	
06	**Average Annual Turn Over**	(Estimated Tender Price / Contract Period in years) × **(0.75 to 1.5)**	Not Applicable	Same Requirement
04	**Tender Security**	Amount equivalent to **2% to 3% of estimated price.**	Same Requirement for Slab-1, Slab-2 & Slab-3	
07	**Defects Liability Period**	**12 (Twelve) months** from the date of completion of works. *Contractor shall repair the defective works as stated in the Contract Document within the defect liability period. In such case the defect liability period shall be extended by additional 12(twelve) months from the date of repair/replacement for the part of repair/replacement.*		
08	**Liquidated Damage (LD)**	The liquidated damage shall be **One half of one percent (0.5%)** of the delayed works per week or part thereof. The maximum amount of liquidated damages shall be **10% (ten percent)** of the contract value.		
09	**Performance Security**	**10% (ten percent)** of the contract price.		
10	**Scope for JV**	Joint Venture **is** applicable.		

*Note: For special type of works & physical services such as **construction/ renovation of O/H Line, installation of U/G Cable Line etc** requirements against Specific Experience and Tender Capacity of the tenderer will be set in accordance with Outsourcing Services under Category D.*

Outsourcing Services under Category D

For Slab1, 2 & 3

01	**General Experience**	Tenderer shall be in the business of **executing electrical works** for **last 05 (five) years** at least.
02	**Specific Experience**	Tenderer shall have experience in **at least 02 (two) nos of similar nature of service within last 7 (seven) years** in which **01 (one) contract** of **the required services** must be executed. Submission of satisfactory performance certificate of on-going **contract of the required works & services** (at least 01(one) year completed) issued by the End-user, under NESCO's jurisdiction, will be considered as 01 (one) complete contract.
03	**Tender Capacity**	Tenderer shall have satisfactory completion of similar nature of service of value not less than **40% to 50% of estimated price** in **maximum 2 (two) contracts within last 7 (seven) years.**
04	**Financial Capability**	(Estimated Price / Contract Period in months) ×3
05	**Average Annual Turn Over**	(Estimated Tender Price / Contract Period in years) × (**0.75 to 1.5**)
06	**Tender Security**	Amount equivalent to **2% to 3% of estimated price.**
07	**Performance Security**	**5% (five percent)** of the contract price.
08	**Retention Money**	**5% (five percent)** of the payment to be kept as Retention money.
09	**Scope for JV**	Joint Venture **is** applicable.

Outsourcing Services under Category E

For Slab 1, 2 & 3

01	**General Experience**	Tenderer shall be in the business for executing works/services of similar nature for last 05 (five) years at least.
02	**Specific Experience**	Tenderer shall have experience in providing similar type of service in execution of at least 02 (two) contracts within last 05 (five) years in which 01 (one) contract shall be for providing of minimum (30 to 40) % of tender quantity for a period at least 01(one) year.
03	**Tender Capacity**	Tenderer shall have satisfactory completion of similar nature of service of value not less than 30% to 40% of estimated price in maximum 02 (two) contracts within last 05 (five) years.
04	**Financial Capability**	(Estimated Price / Contract Period in months) ×3
05	**Average Annual Turn Over**	(Estimated Tender Price / Contract Period in years) × (**0.75 to 1.5**)
06	**Tender Security**	Amount equivalent to **2% to 3% of estimated.**

07	**Performance Security**	**10 % (ten percent)** of the contract price.
08	**Scope for JV**	Joint Venture **is not** applicable.

Outsourcing Services under Category F

For Slab1, 2 & 3

01	**General Experience**	Tenderer shall be in the business of supplying vehicle for **last 03 (three) years** at least.
02	**Specific Experience**	Tenderer shall have experience in supply of vehicle (Car/Microbus/pick up) on rental basis for **a contract period of minimum 06 (six) months** at least **(30 to 40)** % of tender quantity within **last 03 (three) years** in Government/Semi-Government/ Autonomous Body/ limited companies/ corporate offices. Submission of satisfactory performance certificate of on-going contract in supply of Car/Microbus/pick up (*at least 06 months completed*) issued by the End-user will be considered as experience against the requirement.
03	**Financial Capability**	(Estimated Price / Contract Period in months) × **(0.5 to 1)**
04	**Tender Security**	Amount equivalent to **2% to 3% of estimated price**.
05	**Performance Security**	**10% (ten percent)** of the contract price.
06	**Scope for JV**	Joint Venture **is not** applicable.

Minimum qualification requirements of the JVCA

TDS Clauses References	Requirements by summation	Requirements for Leading Partner	Requirements for other Partner(s)
General Experience	Summation not applicable	Same as stated in TDS	Not mandatory
Specific Experience	100%	At least 01 Contract	Not mandatory
Tender Capacity	100%	40%	Not mandatory
Average Annual Turnover	100%	40%	25%
Liquid Asset or/and Credit Facility	100%	40%	25%

17.0 Consultancy Service

Consultancy is a Service procuring from an expert person/ company/ association/institution etc under a contract for providing intellectual and professional services in a particular area.

17.1 Qualification Criteria of Consultancy Service

Qualification Criteria will vary depending on complexity, nature of expertise, scope of service etc. However, qualification criteria and others requirement shall be set in line with the standard document of CPTU or similar type organization of Government/Semi-government or Autonomous body. Standard document as approved by NESCO board shall be applicable for procurement of Consultancy Services.

17.2 Consistency of Providing Information to the Tenderer

The same information must be given to each potential supplier. This is a self-evident statement, but care must be taken to ensure that all suppliers are working on the same information. This is particularly important when a supplier requests clarification on an issue from the purchaser. In such case if any clarification/amendment is provided to the supplier who sought clarification, then the same clarification should be provided to all other potential suppliers even if they did not seek the same but purchase the tender document. The clarification/amendment (if any) shall be considered as an integral part of the tender document.

18.0 Review and approval of Draft Tender Document

18.1 Draft Tender Document prepared by Tender Document Preparation committee (TDPC) of NESCO shall be reviewed by Tender Document Review Committee (TDRC) (If the estimated price is within the limit of financial power of Managing Director then it is not required to send it to the TDRC). It is to be noted that for any Tender Document, the Guaranteed Technical Particulars (GTP), Specifications, Drawings and all other things related to Employer Requirements will be finalized by Design & Inspection. TDPC shall check the document and make comments/recommendation in line with the approved policy guideline to ensure the wide participation. After reviewing the same, TDPC will submit the document with necessary comments/recommendation to the Senior Management of NESCO within the stipulated time set by the NESCO management. Having recommendation of TDPC, Senior Management of NESCO will forward the document with his/her comments to the TDRC for approval, based on the financial power delegation, where approval of NESCO Board is required. NESCO Management shall submit the Draft Tender Document along with price estimation and purchase proposal note to NESCO Board through Company Secretary for its consideration.
Member of the Draft TDPC will be as follows

- Chief Engineer Services
- SE Procurement
- SE Design
- XEN Design

18.2 TDRC will be formed by NESCO Board.

18.3 NESCO Management/Company Secretary shall communicate the approval advice and forward the related documents to Procurement Department for preparing the final Tender Document. Procurement Department shall arrange to float the Tender Notice and prepare requisite nos. of

Tender Documents as determined by DGM (Accounts)/NESCO Management. The Tender Document shall be sold to prospective tenderers upon approval of their applications by competent authority. Competent authority (Accounts Division/Procurement Division of NESCO) shall maintain a register on sale of tender documents in an approved format by receiving Pay-orders/Demand Drafts/Bank Guarantees.

19.0 Tender Invitation through e-GP

Any Procurement through e-GP, procurement processes shall be completed through e-GP portal of CPTU in accordance with e-GP guidelines.

20.0 Advertisement

20.1 For any procurement above estimated price Tk 05 (five) lac through Open Tendering Method (OTM), NESCO shall invite tenders through advertisements in, at least, one Bangla language national newspaper and in one English language national newspaper, both of which shall have a wide daily circulation within Bangladesh. The advertisement shall also be published in the web portal of NESCO or other such service providers as felt necessary. In addition to that for tender, where the estimated price is more than One crore , it should also be published in CPTU website.

20.2 A copy of Tender Notice for OTM shall be exhibited in the Notice Board of NESCO and a copy of Tender Document shall be retained with the Procurement Division for inspection by any prospective tenderer. A copy (PDF) of Tender document or main feature (Qualification criteria and technical specification /BOQ) may also be uploaded in the web portal of NESCO and CPTU. If the estimated price is more than one crore, a copy of Tender Notice shall have to be uploaded in CPTU website.

20.3 Procurement Division of NESCO will take necessary steps to publish advertisement for the specific invitation against tender for procurement of (i) Goods & Related Services, (ii) Works & Physical Services, (iii) Outsourcing Services and (iv) Consultancy Services which have been included in the approved Annual Procurement Plan.

20.4 The formats of Tender notice for Goods/Works/Services (EOI) are attached in ***Annexure-5A and Annexure-5B.***

20.5 The time allowed for the tenderers for preparation and submission of their tenders from the date of publication of tender notice in newspapers under national procurement following Open Tendering Method shall not be less than :

- 14 (fourteen) days where estimated price up to 02 (two) crore.
- 21 (twenty-one) days where estimated price above 02 (two) crore and up to 5(five) crore.
- 28 (twenty-eight) days where estimated price above 5(five) crore.
- 14 (fourteen) days for re-tender.
- 10 (ten) days for any emergency Procurement following a catastrophe /system break-down.

In case of international Procurement, this time shall not be less than:

- 42 (forty two) days.
- 28 (twenty-eight) days for re-tender.

20.6 If the tender is followed by Limited Tendering Method (LTM), the time allowed for tenderers to prepare their tenders for preparation and submission of their tenders shall not be less than 14 (fourteen) days and for re-tender it will be minimum 7 (seven) days. This duration may be below seven (7) days in the case of national disasters with the approval of Managing Director, NESCO.

20.7 Procurement division of NESCO shall make tender documents available for issue or sale from the date the tender notice is published.

21.0 Suppliers Requesting Clarification, Extension of Tender Submission Date

21.1 Application regarding queries/clarifications/amendments/time extension etc. if any, received by any office shall be forwarded to the Procurement Division. The Procurement Division shall compile those and prepare drafts of clarification/amendment/corrigendum etc. and submit the same to Managing Director for approval. In preparing the drafts, Procurement Division shall take assistance from Design Department and other related offices. Procurement Division shall be responsible for communicating approved clarification /amendment/ corrigendum to prospective tenderers.

21.2 Verbal enquiries must not be accepted. Official inviting the tender may decide in some cases that technical enquiries can be referred to concerned division subject to ensure all suppliers receive the same information. Any information or clarification of substance, which is given to one tenderer, must formally and immediately be given in writing to all tenderers.

22.0 Validity Period

Tenderers should be asked in the IFT to agree to a nominated tender validity period. This states how long the offer will remain open. As it requires the tenderer to hold his/her price firm for that period, the length of the validity period should carefully be calculated by Procurement Division of NESCO and should be no longer than which is reasonably sufficient to leave the offer open until the date of contract award. It is conventional to express this period in days (Generally 60 to 120 days).

22.1 Extension of Validity Period

22.1.1 If it becomes obvious that, for whatever reason, the Work-order/Notification of award (NOA) cannot be awarded before the expiry of the tender validity period, tenderers shall be asked to extend the validity period.

22.1.2 All Tenderers may, of course, refuse to extend the validity date, which may lead to the procurement to be aborted, and a new tendering process started. It is therefore important to keep to the validity period as practical as it is possible.

22.1.3 However, a Tenderer who refuses to extend validity period is allowed to withdraw tender without forfeiting the tender security after completion of tender evaluation, if any.

23.0 Tender Receipt

23.1 Tenders should be received as instructed in tender document and securely preserved until opened.

23.2 When the tenders are in large volume or envelopes and large and /or thick it is usually directly received by an assigned officer.

23.3 Submission deadline shall be maintained strictly.

23.4 Tenders received after the deadline for the submission shall be returned to the tenderer unopened.

24.0 Tender Opening

24.1 The tender shall be opened as per stipulated time of the tender notice/document. It should be immediate after the deadline of submission of tender but not later than 01 (one) hour from closing time for single point submission and 03 (three) hours for multiple point submission.

24.2 All tenders shall be opened by the Tender Opening Committee (TOC).

24.3 All persons attending the tender opening shall sign the attendance register, duly counter signed by members of the TOC.

24.4 Attendance of tenderers or their authorized representative is optional.

24.5 Tender Opening Statement (TOS) shall in formats of **Annexure-6A for Single Stage Single Envelope, Annexure-6B for Single Stage two Envelope (Technical Proposal), Annexure-6C for Single Stage Two Envelope (Financial Proposal),** as applicable for the respective tender.

24.6 The following information, at the minimum, shall be read out from the original version of each tender and recorded on the Tender Opening Statement:

i) Name of the tenderer;

ii) Tender Submission sheet

iii) Withdrawal or modification or substitution, if any;

iv) Tender security;

v) The tender price;

vi) Discounts, if any;

vii) Samples, if any; and

viii) Number of original and copies of tender.

24.7 Members of the TOC shall be paid a nominal honorarium for each tender package as per PPR-2008 and its subsequent amendment.

25.0 Tender Opening Committee (TOC)

25.1 Managing Director (HOPE) or his authorized representative shall form a Tender Opening Committee (TOC) comprising a minimum of 3 (three) members, at least one of who shall be the member of the Tender Evaluation Committee. However, the Tender Evaluation Committee (TEC) can also be the TOC if necessary. For e-GP TOC member will be formed as below

a) PE (as Chairperson)
b) Procuring Entity's authorized representatives from same PE (as member)

25.2 Procurement Entity (PE) shall be responsible for distribution of copies of received tenders along with samples, if any; to the Convenor/Member Secretary of TEC. Procurement Division shall also be the custodian of all original Tenders along with unopened Financial Proposals, if any, till completion of technical evaluation of the tenders.

25.3 Procurement Division shall monitor subsequent activities related to opening of Financial Proposal, where applicable. The opening of Financial Proposal shall be in accordance with stipulation in tender document approved by the authority.

25.4 The Procurement Division shall maintain a register to monitor various activities viz. status of Validity of Tenders & Tender Security, Tender Evaluation Schedule for Technical Proposal and Financial Proposal, issuance of NOA, Contract Signing etc. and apprise keep Executive Director (Procurement) of the status time to time.

25.5 The Tender Opening Committee (TOC) shall prepare a complete TOS and send the original along with all submitted documents, Tender Security, samples (if any) as stated in TOS to the SE (Procurement)/ the official inviting the tender. TOC shall send a copy of TOS to the Managing Director and all Executive Directors.

25.6 Superintending Engineer (Procurement)/ the official inviting the tender shall send the documents along with the relevant papers to the convenor of the respective TEC for evaluation purpose and send all Pay Order/Demand Draft/Bank Guarantee received as tender security along with a statement to DGM (Accounts) immediately. Original document/offer submitted by the tenderer shall be preserved in procurement division.

26.0 Tender Evaluation Committee (TEC)

26.1 Managing Director shall appoint 01 (One) or more Tender/Proposal Evaluation Committees, as deemed necessary, depending on complexity, size, scope and value of procurement. There will be another Tender/Proposal Evaluation Committee for e-GP.

26.2 Managing Director or his authorized representative may also appoint a Technical Sub-committee (TSC) and/or other expert if it is felt that a particular tender requires such assistances, provided that it follows the timeline allocated for evaluation of the particular tender.

26.3 Tender Evaluation Committees (TEC) shall consist of 5 to 7 members including at least two external members from Government/Semi-government/Autonomous body and/or Public Universities/Professional Institution depending on the specific nature of the evaluation. The internal members shall comprise officials from different disciplines e.g. Technical, General, Finance etc. The external members shall not be from the line Ministry. Formation for Tender/Proposal Evaluation Committee for e-GP will be as follows:

a. Procuring Entity (PE) : Chairperson of the Committee
b. Executive Engineer (Design): (Member Secretary)
c. Executive Engineer/Manager/Assistant Engineer: Member

26.4 The external member(s) shall not be formed within a different unit of NESCO or the Ministry of Power Energy & Mineral Resources.

26.5 Members of the TEC and TSC shall be paid honorarium for each tender package at rates as per PPR-2008 and its subsequent amendment.

26.6 The TEC members themselves shall examine and evaluate the tenders, and prepare the evaluation report following the guideline in **Annexure-7** including recommendations on award of contract, without delegating any responsibility to others and submit the report to the Managing Director.

26.7 Members of the TEC are required to:

a) Certify collectively in the Tender Evaluation Report, by jointly signing that: "*The Tender Evaluation Committee certifies that the examination and evaluation has followed the requirements of the procedures and tender document, that all facts and information have been correctly reflected in the Evaluation Report, and that no substantial or important information has been omitted.*" And
b) Sign individually, a declaration of impartiality in the following manner after opening of the tenders

"I, ---------- (name of the TEC member and designation), do hereby declare and confirm that I have no business or other links to any of the competing Tenderers".

26.8 As any list of tenderers shall not be known in advance, it may become necessary to replace members of the TEC, if tenders are received from Tenderers with whom members have business or other links. In such case the Managing Director shall approve suitable replacement(s).

26.9 The TEC shall, to the extent practical and possible, work continuously once they have begun an evaluation in order to complete evaluations as per time frame specified by the Managing Director. It is the responsibility of the TEC members upon accepting their roles on the TEC, to secure permission from their controlling officers to allocate enough time for the tender evaluation task. The Convenor of the TEC may designate one of the members as Member Secretary of the TEC.

26.10 All members of the Committee, with their name and designation clearly stated therein, shall sign the evaluation report. At least 5 (five) members (Among them at least 1 (one) external member) shall attend the Tender Evaluation Meeting and sign the Tender Evaluation Report.

26.11 In case of any disagreement by any member of the TEC on the recommendations of the evaluation report, the member may provide a note of dissent, provided that, the concerned member shall describe his/her reasons in detail for not agreeing to the overall recommendation of the TEC. The TEC Convenor shall submit the evaluation report along with recommendations for award and the note of dissent, if any, to the approving authority.The approving authority shall make his/her decision based on the information provided in the evaluation report. Based on the evaluation report submitted by TEC/PEC, the Approving authority shall Approve/Reject or send for Re-evaluation .In case of note of dissent, In order to assist in making decision on the tender, the approving authority, in his/her sole discretion, may obtain expert opinion concerning the dispute matter in the tender.

27.0 Examination and Evaluation of Tenders and Contract Award

27.1 The official inviting the tender shall send a notice on evaluation of tenders along with a copy of tender document and the price estimation note (in sealed envelope) to the Convenor of the TEC.

27.2 The TEC shall complete the evaluation of tenders within the stipulated time as set by NESCO Management. The allocated time to submit the evaluation report, generally should be:

a) One stage Single envelope:

i) 15 (fifteen) working days (if technical Sub-Committee (TSC) is not required)

ii) 30 (thirty) working days (if technical Sub-Committee (TSC) is required)

iii) Report of TSC, 10 (ten) working days from the date of formation TSC.

b) One stage Two envelope:

i) 15 (fifteen) working days (for submission of technical part if technical Sub-Committee (TSC) is not required);

ii) 30 (thirty) working days (for submission of technical part if technical Sub-Committee

(TSC) is required);

iii) Report of TSC, 10 (ten) working days from the date of formation TSC.

iv) 07 (seven) working days (for submission of financial part);

For additional time, if necessary, Convenor of TEC shall duly inform Managing Director with proper justification. Managing Director may allow the additional day(s) as justified.

27.3 If it appears that completion of evaluation of tenders will be delayed due to unavoidable circumstances, the Convenor of the TEC shall request Managing Director for extension of time stating the reasons of delay.

27.4 Where the duration between the expiry of the validity of tender and date of submission of evaluation report will be less than 20 (twenty) days, the Convenor of the TEC shall duly inform the Procurement Division.

27.5 If deemed necessary the Procurement Division shall upon obtaining consent of NESCO Authority shall request the official inviting the tender in writing to request the tenderers to extend the validity of their tender and the Tender Security.

27.6 The TEC shall not automatically exclude tenders merely on the basis of comparison with an official estimate, regardless whether the tendered price is above or below the estimate.

27.7 There is no requirement for a minimum number of tenders, i.e. an evaluation shall be proceeded with and an award shall be made even if only a single tender is received and found responsive, provided the tender has been widely advertised, the tender price is reasonable compared with the prevailing market price and/or within the official estimate and the tender meets the technical specifications and commercial terms and conditions set out in the tender document except where there is no conflict with PPR-2008 and its subsequent amendment.

27.8 The TEC may process a single tender, if only one tender is submitted on the due time and date provided with advertisement has been made. If the tender is found to be fully compliant with the tender document and the price is within the official estimate and/or comparable with the prevailing market price, then the Tender Evaluation Report (TER) may be submitted to the approving authority with a recommendation for award of contract. The TEC shall appropriately explain in the evaluation report the rationale for accepting the single tender on the basis of above except where there is no conflict with PPR-2008 and its subsequent amendment.

27.9 If, after completing the tender evaluation, the TEC finds there is only one compliant (responsive) tender remaining and the price is within the official estimate and/or comparable with the prevailing market price, then the tender may be submitted to the approving authority with a proper justification and recommendation for award of contract except where there is no conflict with PPR-2008 and its subsequent amendment.

27.10 If there is a tie for lowest evaluated price, the Tenderer with the superior past performance shall be selected as per PPR-2008 and its subsequent amendment.

27.11 The successful tenderer shall not be selected by lottery under any circumstance.

27.12 If after completing the tender evaluation, it is found that the lowest evaluated tender is significantly higher than the official estimate and/or available budget, but is within an acceptable range of the prevailing market price levels (verified by the TEC with proper justification).Then the TEC may recommend to the approving authority to accept the tender

or to reject the tender or to reduce the scope of requirements for the concerned procurement and correspondingly award the contract to the successful Tenderer.

27.13 If a tender offers a price significantly below the official estimate then the TEC should investigate the real reasons behind such a low price (e.g. request a Tenderer to submit a rate analysis) and only exclude their tender from the competition, when it becomes very clear that this Tenderer is inexperienced and cannot price its tender properly. However if the tenderer quotes a low price just because it happens to enjoy some favorable conditions with respect to this tender or because it has a particular interest in maintaining its workforce busy during a low business season then its tender should be considered as responsive and evaluated accordingly and in this case performance security may be extended up to 25% to the evaluated price.

27.14 The recommendation to the approving authority should be based upon a report prepared by the TEC that should identify the reason for the high cost of the tender, as evidenced by unit rates in the tender and/or scope of work set out in the tender document and a comparison with the actual market conditions and related prices.

27.15 In the event that NESCO (Approving Authority) decides to reduce the scope of the requirements to meet the available budget, the Tenderer is not obliged to accept the award and cannot be penalized in any way for rejecting the proposed award. An exception to this would be if an award was within the scope of any requirement of the Instructions to Tenderers in the tender document that permitted NESCO to either reduce or increase the scope of supply/works by a stated percentage and/or quantity.

27.16 If, after completing the evaluation, it is found that the lowest evaluated tender is significantly higher than the prevailing market price levels, then the TEC shall recommend to the approving authority to reject all tenders.

27.17 If tenders are rejected but NESCO wishes to complete the required procurement, it shall then proceed for re-tendering using revised tender documents (Subject to the approval of the competent authority), if necessary, and/or wide advertisement.

27.18 The Tender Evaluation Report shall list, in ascending order, the evaluated cost of all responsive tenders. This is required in order to prevent the Procuring Entity from having to re-submit the Tender Evaluation Report to the approving authority, should the Tenderer with the lowest evaluated cost reject the award or fail to post-qualify or fail to provide its performance security or fails to sign the contract.

27.19 Upon completion of evaluation of tenders, the Convenor of TEC shall submit the Tender Evaluation Report in a sealed envelope directly to the Managing Director, NESCO for next necessary action.

27.20 The Convenor/Member Secretary of the TEC shall return all the documents, sample (if any) to the Procurement Division, NESCO immediately after submitting of Tender Evaluation report.

27.21 Award of Contract

27.21.1 Where NESCO Defined **Competent Authority of NESCO** approves the recommendation for award of contract, Procuring Entity (PE) shall issue the Notification of Award (NOA) in favor of the successful Tenderer and take all subsequent actions for signing the contract. Unsuccessful Tenderers and non-responsive tenderers shall be noticed of the decision and the tender security will be returned as per PPR-2008 and its subsequent amendment on their

tenders.

27.21.2 Where approval of the NESCO Board is required, the Convenor of Tender Evaluation Committee shall send the evaluation report to the Managing Director, who shall forward the same to the Company Secretary to place the Tender Evaluation Report along with the working paper to NESCO Board for consideration. The Company Secretary shall communicate the decision of the Board to Procurement Division/Procuring Entity for subsequent necessary action including issuance of the Notification of Award (NOA) in favor of the successful Tenderer and signing the Contract Agreement. Unsuccessful Tenderers and non-responsive tenderers shall be notified of the decisions on their tenders by the Procurement Division/Procuring Entity.

27.21.3 In both cases mentioned above, the Procurement Division/Procuring Entity shall check the validity of the tenders and tender security and ensure that the validity of tender shall remain valid on the date of issuance of NOA and the duration between the last date of signing contract as per NOA and date of expiry of tender security shall be at least 28 days. If necessary, the successful Tenderer shall be requested to extend the validity of their tender and tender security.

27.21.4 If work completion/delivery date is required to be extended under a contract/ work order, the Procurement Division/Procuring Entity shall forward the proposal with recommendation of the implementing/supervising authority to NESCO Management for consideration. For any contract, Approving Authority may extend the time based on the terms and conditions of tender document. However for any further extension of time the next higher authority shall provide the approval. For any extension of time the Contracting Firm shall be required to extend the validity of the Performance Guarantee (PG) by corresponding period. The Procurement Division/Procuring Entity shall inform the respective Supplier/Contractor/ Firm accordingly.

28.0 Records of Procurement

28.1 Procurement Division/Procuring Entity shall maintain Procurement activity records during the whole procurement, from procurement planning up to the completion of contractual liabilities including TOS, Tenders, Tender Evaluation Report, Price Estimation Note, NOA etc. and preserve the records and documents concerning the procurement.

28.2 The record of each Procurement shall be maintained separately.

28.3 The pages of the file shall be numbered serially. The entire file shall be preserved in a manner so that no page should miss and shall be preserved properly. The pages in the file should be bounded if possible.

28.4 The file shall be given a number and maintained systematically so that it can be located immediately whenever required.

28.5 The file shall have a title page, a proforma of which is shown in **Annxure-8.**

29.0 Checklist of records

Procurement Department shall maintain a checklist of records of all procurement.

30.0 NESCO management with permission of NESCO Board shall Change/Update on a regular basis following the changes of PPR Rule or any other competent authority.

এ. কে. এম. হুমায়ুন কবীর
অতিরিক্ত সচিব, বিদ্যুৎ বিভাগ
ও
চেয়ারম্যান, পরিচালনা পর্ষদ
নেসকো লিঃ

Annexure- 1

Northern Electricity Supply Company Limited (NESCO)

Annual Procurement Plan (NESCO's Own Fund)

Financial Year : 20xx-20xx

Sl. No	Description of Procurement Package		Procurement Method & Type	Approving Authority	Estimated Cost (Million Tk.)	Preparation of document and Invitation of Tender	Evaluation of Tender	Notification of Award	Tentative Completion Date	Remarks
	Package Name	Item(s) Description (Annexure- xx)								

Annexure- 2A

Northern Electricity Supply Company Limited (NESCO)

Purchase Requisition Note

(Applicable for the Approving Authority up to Executive Director)

Date: DD/MM/YYYY

Department/Division: .....

1. **Procurement Proposal:** .....
2. **Purpose of Procurement:** ..... (Shortly mentioned here).....
   • Detail description/ Justification , recommendation to be attached by separate sheet.
3. **Procurement Method:** DCP/DQM/RFQ.
4. **Schedule of requirements / Estimation:**

Sl. No.	Item Description	Last Purchase		Stock Balance (Quantity)	Present Requirement (Quantity)	Unit Price (Tk.)		Total Estimated Cost (Tk.)
		Date	Quantity			Last Purchase Rate (Tk.)	Estimated Purchase Rate (Tk.)	
01								
02								
							Total (Including VAT & Tax)	
Total Taka In Words:								

Initiated by AE/AM	Signature: Name: Designation:	Recommendation of SDE/DM or XEN/Manager	.....	Signature: Name: Designation:

Note: To be forwarded to the next superior authority : ⟶

5. **Review and Recommendation of Concerned division/office:** **(where applicable based on Approving authority)**

i)

Comments:		Signature: SE/DGM

(ii)

Comments:		Signature: CE/GM

Note: To be forwarded to Finance division (For Budgetary Clearance) ⟶

6. **Budgetary Clearance:**

Budget Head	Provision for FY 20XX-XX (Tk.)	Approved to Date (Tk.)	Actual Expenditure to Date (Tk.)	Budget Available for Approval (Tk.)	Remarks
Comments:					

AD/DD (Finance Division) **Budget Clearance by Manager (FM&B)/ DGM (Finance)**

Note: To be forwarded for approval

6. ☐ **Approved** ; ☐ **Not Approved** ☐ **Seek Clarification: (if any)** .....

(Name & Designation of Approving Authority)

A. Respective Executive Engineer/Manager

B. Respective Superintending Engineer/DG

C. Respective Chief Engineer/General Manager

D. Line Executive Director

Note: Based on Approving Authority as stated in Article-9.0, concerned officials shall approve the procurement proposal.

Annexure- 2B

Northern Electricity Supply Company Limited (NESCO)

Purchase Requisition Note

(Applicable where the Approving Authority is Managing Director/ NESCO Board)

Department/Division: .....

1. **Procurement Proposal:** .....

2. **Purpose of Procurement:**

(Shortly mentioned here)..... .
- Detail description/ Justification , Technical specification (if applicable) recommendation to be attached by separate sheet .

3. **Procurement Method:** OTM/DPM/LTM/FCM/RFQ/Others (if any).

4. **Schedule of requirements / Estimation:**

Sl. No.	Item Description	Last Purchase		Stock Balance (Quantity)	Present Requirement (Quantity)	Unit Price (Tk.)		Total Estimated Cost (Tk.)
		Date	Quantity			Last Purchase Rate (Tk.)	Estimated Purchase Rate (Tk.)	
1.								
2.								
							Total (Including VAT & Tax)	
Total Taka In Words:								

Requisition by AE/AM or SDE/DM	Signature: Name: Designation:		Recommendation of Deptt Head/Division Head	.....	Signature: Name: Designation:

Note: To be forwarded to the next higher authority ⟶

5. **Review and Recommendation of Concerned division/Directorate:**

i)

Comments:	.....	Signature: SE/DGM

(ii)

Comments:	.....	Signature: CE/GM

iii)

Comments:	.....	Signature: ED (line Director)

Annexure- 2B

Note: To be forwarded to Procurement division/ Directorate ⟶

(Not applicable where requisition initiated by Procurement division)

6. Review by Procurement division/directorate:

Comments: *(Procurement Method, APP Provision, ... etc)*	..... AE / SDE /XEN

Comments: .....

CE/SE (procurement)

Note: To be forwarded to Finance division/ F&A Directorate ⟶

7. Comments on Budgetary Provision:

Budget Head	Provision for FY 20XX-XX (Tk. -------)	Approved to Date (Tk.)	Actual Expenditure to Date (Tk.)	Budget Available for Approval (Tk.)
Comments:				

Signature of AD/DD/Manager (Finance)

DGM (Finance)

Comments on Budgetary Clearance: .....

ED (F & A)

Note: To be forwarded for approval ⟶

8. ☐ **Approved** ; ☐ Not Approved ☐ Seek Clarification: (if any) ----------

☐ Place before the NESCO Board.

Managing Director

(Note: The Approved Purchased Requisition Note shall then be forwarded to Procurement Division/ Office initiating the note, as applicable for taking next necessary step(s) to complete the procurement.)

Annexure- 3

Northern Electricity Supply Company Limited (NESC

(Name and address of the office inviting quotation)

Memo No: NESCO/……../……./RFQ/20XX/…. Date: DD/MM/YYYY

Request for Quotation

For the Supply/…… of

(Brief Description of Goods /Works)

To

……

(Name and address of the supplier)

1. The Dhaka Electric Supply Company Ltd.(NESCO) intends to procure the following item:

Sl. No.	Item Description	Quantity	Unit Price *(including VAT & Tax)*	Total Price *(including VAT & Tax)*
01				
			Total Amount (Including VAT & Tax)	
In Words :				

2. The item shall be supplied to **(Address of the place where to supply the Goods)** under supervision and instructions of Concerned Officer.
3. Payments shall be made in Bangladesh Taka. The Unit rate(s) offered by the Supplier, if accepted, shall remain fixed for the duration of the Purchase Order (PO).
4. Sealed Quotation signed by an authorized representative of the supplier, valid for a period of (30 or 60) days from the closing date shall be delivered to the office of the undersigned on or before **(Closing Date & Time).** Any quotation received later than the scheduled time will be rejected and returned unopened.
5. In the case of any arithmetical discrepancy between the Unit Rate and the Total Amount quoted the Unit Rate shall prevail both for the evaluation of quotations and for the subsequent PO.
6. There will be no public opening of quotations; the Purchaser is not bound to accept the lowest quotation and reserves the right to accept or reject any or all the quotations without assigning any reason whatsoever.

Documents required with submission of quotation

(a) A duly completed and signed priced offer.
(b) Sample must be submitted with the Quotation. Otherwise offer will be rejected. Sample will be returned after issuing Purchase Order.***(Where Applicable, see note 3)***
(c) A valid Trade License of relevant business.
(d) Income Tax clearance Certificate.
(e) VAT Registration Certificate.

Other Terms and Conditions

(a) The Supplier shall not be required to submit Performance Security.
(b) The supply/work shall be completed within **(number) days** from the issuance date of Purchase Order (date will be mentioned in Purchase Order).
(c) VAT/Taxes, as applicable shall be deducted at source as per law.
(d) Payment shall be made against actual quantities within 15 (fifteen) days after completion of satisfactory PLI.
(e) The Supplier shall remain responsible for rectification/replacement of defective goods/works.

(Signature of the official inviting quotation)
(Name and Designation of the official inviting quotation)

Distribution: Convenor, RFQ Evaluation Committee ……..

Copy for kind information:

1. ……
2. ……

With the request for taking necessary steps to receive and evaluate the quotation accordingly.

With the request for taking necessary actions for the better publicity of the notice through the notice board of your office.

Note:

1. Same form shall be used for invitation through notice board or direct invitation of quotations from known Tenderers.
2. In case of invitation through notice boards, there shall not be any address of supplier.
3. If procuring entity deems importance of samples for the procured items, then they can sought samples from suppliers to be submitted with the quotation.

Annexure- 4A: Purchase Order (for DQM)

Northern Electricity Supply Company Limited (NESCO)

(Name and Address of the office inviting quotation)

Date :

Memo No.:

PURCHASE ORDER

For

(name of goods/works)

Purchase Order No.	
From *[address of Purchaser]*	**To** *[name and address of Supplier]*

Order Value: Tk. .....

Taka in words: ..... **only.**

Completion date of delivery: .....

Delivery terms:

(a) The items shall be supplied to the **(Address of the place where to supply the Goods).** Failure to supply the items within the completion date as mentioned in the purchase order will be treated as cancelled.

(b) VAT/Taxes, as applicable, shall be deducted at source as per law.

(c) Payment will be made through A/C payee cheque after submitting challan/receiving evidence of supplied items.

(d) .....

NESCO has accepted your Quotation dated *[date]* for *(name of procurement of goods/work)* as listed below and is requests that you to *(provide the Goods/complete works)* as stated below :

ORDER ITEMS				
Item. No.	**Description**	**Unit Price**	**Quantity**	**Total Price**

Terms and Conditions:

(i) The *supply/work* shall be completed within *[number]* days from the date of issuing of PO;

(ii) VAT/Taxes, as applicable, shall be deducted at source as per law;

(iii) Payment shall be made against actual quantities upon completion of *supply/work;*

(iv) The *supplier/contractor* shall remain responsible for rectification/replacement of defective goods/works, if any.

Signature of official issuing Purchaser Order

Name & Designation of the official issuing Purchaser Order

Copy To:

1. .....
2. .....

Annexure- 4B: Purchase Order (for RFQ)

Northern Electricity Supply Company Limited (NESCO)

(Name and address of the office giving Purchase Order)

Date :

Memo No.:

PURCHASE ORDER

For .....

(Brief Description of Goods /Works)

Purchase Order No:	
From **(Address of Purchaser)**	**To** **(Name and Address of Supplier)**

Order Value: Tk. .....

Taka in words: ..... only.

Completion date of delivery: .....

Delivery terms:

a. The items shall be supplied to the **(Address of the place where to supply the Goods).** Failure to supply the items within the completion date as mentioned in the purchase order will be treated as cancelled.

b. You are also required to supply the items in line with the NESCO standard/samples submitted with your quotation. Failure to supply the same your purchase order will be treated as cancelled (if applicable).

c. VAT/Taxes, as applicable, shall be deducted at source as per law.

d. After satisfactory completion of supply , PLI acceptance letter will be issued to the supplier.

e. Payment will be made through A/C payee cheque after submitting challan/ receiving report (RR copy) of supplied items.

f. (f) ..... (if any).

NESCO has accepted your Quotation **dated (Submission date of Quotation by the Supplier)** for **Supply of (**Brief Description of Goods and Package Number) as listed below and is requesting you to supply the same within the date as stated above, in the quantities and units and on the terms and conditions as stipulated in the Request for Quotation.

Sl. No.	**Item Description**	**Quantity.**	**Unit Price** (Tk.) *(including VAT & Tax)*	**Total Price** (Tk.) *(including VAT & Tax)*
01				
02				
Total Amount (including VAT Tax):				
In Words (Tk.): ..... Only.				

Thanking you,

By the approval of authority;

(Signature of the official inviting quotation)

(Name and Designation of the official inviting quotation)

Distribution: Concerned official .....

With the request for taking necessary steps in accordance with the provision of RFQ & PO.

Copy for kind information:

01. .....

02. .....

Annexure- 5A

Tender Notice

Northern Electricity Supply Company Ltd. (NESCO)
Bidyut Bhaban, Hetemkhan, Rajshahi-6000,Bangladesh
Tel. No: +88-0721-774900
E-mail: se.procurement@nesco.gov.bd, Web: www.nesco.gov.bd

Invitation for Tender

1	Agency	Northern Electricity Supply Company Limited (NESCO)			
2	Procuring Entity Name				
3	Procuring Entity District				
4	Invitation for				
5	Tender No.				
6	Invitation Ref No.				
7	Date				
KEY INFORMATION					
8	Procurement Method				
FUNDING INFORMATION					
9	Budget and Source of Funds				
PARTICULAR INFORMATION					
10	**Tender Name**				
11	Tender Selling Date, Closing & Opening Date and Time	**Last Selling Date**	**Closing and Opening Date**	**Closing Time**	**Opening Time**
12	Date & Time and Address of the office for **Pre-tender Meeting (if req.)**				
13	Name & Address of the office for selling Tender Document, receiving & opening tender	**Selling**	**Receiving & Opening**		
INFORMATION FOR TENDERER					
14	Eligibility of Tenderer				
15	Brief Description of Goods/Works				
16	Price of Tender Document				
17	Tender Security Amount (Tk.)				
18	Delivery/ Completion Period				
19	Others : ..... (if any)				
20	**The procuring entity reserves the right to accept or reject any/all tender(s) without assigning any reason whatsoever.**				

.....
XEN/SE (Procurement, Inspection & Testing)

EOI Notice

Northern Electricity Supply Company Ltd. (NESCO)
Bidyut Bhaban, Hetemkhan, Rajshahi-6000,Bangladesh
Tel. No: +88-0721-774900
E-mail: se.procurement@nesco.gov.bd, Web: www.nesco.gov.bd

Request for Expressions of Interest

1	Agency	Northern Electricity Supply Company Limited (NESCO)
2	Procuring Entity Name	
3	Procuring Entity District	
4	Invitation for	
5	Tender No.	
6	Invitation Ref No.	
7	Date	
KEY INFORMATION		
8	Procurement Method	
FUNDING INFORMATION		
9	Budget and Source of Funds	
PARTICULAR INFORMATION		
10	EOI Closing Date, Time & Place	
INFORMATION FOR APPLICANT		
11	Brief Description of Assignment	
12	Experience, Resources and Delivery Capacity Required	
13	Other details (if applicable)	
14	Phasing of Services	
15	Association with Foreign Firm	
PROCURING ENTITY DETAILS		
16	Name and Designation of Official Inviting Expression of Interest	
17	Address of Official Inviting Expression of Interest	
18	Contact Details of Official Inviting Expression of Interest	
19	Others .... (if any)	
20	**The procuring entity reserves the right to accept or reject any/all tender(s) without assigning any reason whatsoever.**	

.....
SE/XEN (Procurement, Inspection & Testing)

Annexure- 6A

Northern Electricity Supply Company Limited (NESCO)

Tender Opening Statement (Single Stage, Single Envelope)

Name of Tender : ..... **Tender No** : ..... **Group/Lot No** : .....

Identification Ref. No : ..... **Date** : .....

Opening Date : ..... , **Time** : .....

Sl. No.	Name of the Tenderer and Address	Tender Submission Sheet	Withdrawal or Modifications (If any)	Tender Price *(including Vat & Tax)*	Discounts (If any)	Tender Security & Form of Submission	No. of Additional Copies	Remarks	Signature of Tenderer or its Authorized Representative
01/xx									

TOC Members:

Signature: 1. ---------- 2. ---------- 3. ---------- 4. ----------)

Name & Designation: (----------) (----------) (----------) (----------)

Annexure - 6B

Northern Electricity Supply Company Limited (NESCO)

Opening Statement for Technical Proposal of Tender (Single Stage, Two Envelope)

Name of Tender: ..... Tender No: ..... Group/Lot No: .....

Identification Ref. No: ..... Date: .....

Opening Date: ..... , Time: .....

Sl. No.	Name of the Tenderer and Address	Tender Submission Sheet	Withdrawal, Modifications or Substitution on		Tender Security & form of Submission	No. of copies of Technical Proposal	Separate Financial Proposal Submitted	Remarks	Signature of Tenderer or its Authorized Representative
			Technical Proposal (if any)	Financial Proposal (if any)					

TOC Members:

Signature: 1. ---------- 2. ---------- 3. ---------- 4. ----------)

Name & Designation: (----------) (----------) (----------) (----------)

Annexure- 6C

Northern Electricity Supply Company Limited (NESCO)

Opening Statement for Financial Proposal of Tender (Single Stage, Two Envelop)

Name of Tender: ..... **Group/Lot No: .....** **Tender No: .....**

Identification Ref. No: ..... **Date: .....**

Opening Date: ..... **Time: .....**

Sl. No.	Name of the Tenderer and Address	Price Proposal Sheet (Duly Signed or not)	Modifications or Substitution on Financial Proposal (if there be any declared at opening of Technical Proposal)	Tender Price (Including VAT & Tax)	Discounts (if any)	No. of copies of Financial Proposal	Remarks	Signature of Tenderer or its authorized representative

TOC Members:

Signature: 1. ---------- 2. ---------- 3. ---------- 4. ----------)

Name & Designation: (----------) (----------) (----------) (----------)

Annexure- 7

NORTHERN ELECTRICITY SUPPLY COMPANY LIMITED (NESCO)

(A general guide of contents that may be considered by TEC)

Chapter-1

<table>
<tr><th>Sl. No.</th><th colspan="2">Contents</th><th colspan="3">Remarks</th></tr>
<tr><td>1</td><td colspan="2">Preamble</td><td colspan="3">General Description</td></tr>
<tr><td>2</td><td colspan="2">Scope of Supply/Works/Services</td><td colspan="3">Brief description of items with quantity</td></tr>
<tr><td>3</td><td colspan="2">Source of Fund & Cost Estimate</td><td colspan="3"></td></tr>
<tr><td>4</td><td colspan="2">Invitation for Tender</td><td colspan="3">• Statement of published advertisement</td></tr>
<tr><td>5</td><td colspan="2">Method of Procurement</td><td colspan="3"></td></tr>
<tr><td>6</td><td colspan="2">Amendment & Clarification on Tender Document</td><td colspan="3">Reference & amendment & clarification</td></tr>
<tr><td>7</td><td colspan="2">Tender Submission & Opening</td><td colspan="3">• Last date & time of Tender submission
• Tender opening date & time
• No. of Tender document sold
• No. of Tender submitted
• Declaration on late submission/improper submission, etc., if any</td></tr>
<tr><td>8</td><td colspan="2">Tender Opening Statement (TOS)</td><td colspan="3">• Name of Tenderer
• Alternative Tender, if any
• Tender modification substitution/withdrawal, if any
• Tender price
• Discount (if any)
• Tender security
• Signature of Tenderers or Representatives present
• Information on read-out of TOS</td></tr>
<tr><td>9</td><td colspan="2">Tender Evaluation Committee</td><td colspan="3">• Constitution of Committee
• Reference of declaration by TEC Members</td></tr>
<tr><td>10</td><td colspan="2">Validity of Tender and Tender Security</td><td colspan="3"></td></tr>
<tr><td>11</td><td colspan="2">Preliminary Examination</td><td colspan="3">Tender-wise</td></tr>
<tr><td rowspan="2">12</td><td colspan="2">Summary of tenders rejected on Preliminary Examination (if any)</td><td colspan="3">Tabular Form (as shown below)</td></tr>
<tr><td>Tender No.</td><td>Tender Stipulation</td><td>Reference Tender Clause</td><td>Reference of Detail Preliminary Examination</td><td>Observation</td></tr>
<tr><td>13</td><td colspan="2">Result of Preliminary Examination (if any)</td><td colspan="3">Tabular Form</td></tr>
<tr><td>14</td><td colspan="2">Technical Evaluation</td><td colspan="3">Tender-wise</td></tr>
<tr><td rowspan="2">15</td><td colspan="2">Summary of technically non-responsive Tenders (if any)</td><td colspan="3">Tabular Form (as shown below)</td></tr>
<tr><td>Tender No.</td><td>Tender Stipulation</td><td>Reference Tender Clause</td><td>Reference of Detail Preliminary Examination</td><td>Observation</td></tr>
<tr><td>16</td><td colspan="2">Result of Technical Evaluation</td><td colspan="3">Tabular From</td></tr>
<tr><td>17</td><td colspan="2">Financial Evaluation</td><td colspan="3">Tender-wise</td></tr>
<tr><td>18</td><td colspan="2">Result of Financial Evaluation</td><td colspan="3">Tabular Form</td></tr>
<tr><td>19</td><td colspan="2">Responsive Tenders and Price</td><td colspan="3"><u>In Tabular Form</u>
• Name of Tenders,
• Quoted price,
• Evaluated price,
• Variation with estimated price.</td></tr>
<tr><td>20</td><td colspan="2">Recommendation</td><td colspan="3">• name of recommended Tender
• Recommend Tender Price.</td></tr>
</table>

Annexure 7

Chapter-2 Details of Evaluation (In Tabular Form) ;

Preliminary Examination & Details Examination, mentioning Tender Requirement, Reference Clause, Compliance / Non-Compliance status. Price Analysis, if any.

Chapter-3 Attachment :

01. Office Orders on constitution of TOS & TEC.
02. Tender Invitation Notice with amendment, if any
03. Tender Opening Statement
04. Price Estimation Note
05. Tender amendment reference
06. Notice on clarifications, if any
07. Response to Notice on clarifications, if any
08. Test Reports on samples, where require
09. Request letters on extension of validity of tender and tender security
10. Response to request on extension of validity of tender and tender security
11. Any written decision of authority on the tender
12. Individual declaration certificate of TEC members
13. Joint declaration certificate of TEC members

Note : This is a general guideline. However, depending on nature or requirement of tender, the TEC shall revise or incorporate necessary provisions in the Tender Evaluation Reports.

Annexure- 8

Procurement Record

File No. : ----------

Date of Opening : ----------

Date of Closing : ----------

File Title : ---------- *(name of Tender)*

Group/Lot No. : : ---------- *(if any)*

Invitation Ref. No. : ---------- Date : ----------

Object of Procurement and Quantity : ----------