

Issued to

Price- BDT. 20,000.00 or 240.00 USD

BANGLADESH WATER DEVELOPMENT BOARD



Tender Document For Procurement of Works (International) [One Stage Two Envelope Tendering Method]

**Name of Project: Dredging of Mohananda River and Rubber dam
in Sadar Upzila of Chapainawabganj District.**

**Name of Work: Construction of Rubber dam over Mohananda River in Upazila
Sadar District Chapai Nawabganj in connection with Dredging
of Mohananda River and Rubber dam project under
Nawabganj O&M Division, BWDB, Chapai Nawabganj
During FY 2020-2021 & 2021-2022.**

**Volume 1 of 2.
(ITT, TDS, GCC, PCC, Tender and Contract Forms, General Specification,
Particular Conditions, APPENDIX- A,B,C)**

Invitation for Tender No: Da-2/975; Dated: 09-08-2020

Issued to:

Issued on:

Tender Package No: WP-1

Section 2. Tender Data Sheet

Instructions for completing Tender Data Sheet are provided in italics in parenthesis for the relevant ITT clauses

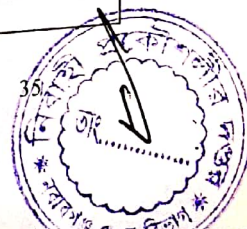
ITT Clause	Amendments of, and Supplements to, Clauses in the Instructions to Tenderers
------------	---

A. General

ITT 1.1	The Employer is Bangladesh Water Development Board (BWDB) represented by Executive Engineer, Nawabganj O&M Division, BWDB, Chapainawabganj The Name of the Tender is: Construction of Rubber dam over Mohananda River in Upazila Sadar District Chapai Nawabganj in connection with Dredging of Mohananda River and Rubber dam project under Nawabganj O&M Division BWDB Chapai Nawabganj during FY 2020-2021 & 2021-2022 Brief Description of large and complex works: The work consists of Construction of 353m longest Rubber Dam over Mahananda river in Chapainawabganj Sadar Upzila of Chapainawabganj District. Which is approximate 500m downward to the Bir Shetho Shohid Jahangir Bridge (Mahananda Bridge). It also includes De-watering, supply fitting fixing rubber bag, pump house construction & in the related electrical and mechanical part specified in drawings or as directed by the Engineer in Charge in conformation with the specifications. The Construction yard of Rubber Dam shall be set at contractor's own cost on private land and to be protected from being washed out/eroded away by river current/rain water flow or by any other means as per direction of Engineer in charge. Tender Ref: Da-2/975; Dated: 09-08-2020 Package No(s): WP-1
ITT 3.1	The source of public funds is: Government of Bangladesh (GoB).
ITT 3.3	The name of the Development Partner is: None
ITT 5.1	Tenderers from the following countries are not eligible: Israel
ITT 6.1	Materials, Equipments and associated services from the following countries are not eligible: Israel

B. Tender Document

ITT 8.2	The following are authorised agents of the Employer for the purpose of issuing the Tender Document: Agent's Name: I) Manager, <u>Janata Bank Ltd. Dilkhusha Corporate Branch</u> Address: <u>29, Dilkhusha Commercial Area, Dhaka-1000</u> Telephone No.: <u>88-02-9554136, 7171726, 9951648 PABX-88-02-9560058-59</u> Fax No.: <u>88-02-9551783</u> e-mail address: <u>jb0039@janatabank-bd.com</u> Others: Cable – <u>CORPJANATADHAKA, SWIFT-JANBBDDHADCB</u>
---------	---



ITT 9.1	For <u>clarification of Tender Document purposes</u> only, the Employer's address is: Attention: Executive Engineer Address: Nawabganj O&M Division, BWDB, Chapainawabganj Telephone: 0781-52268 Fax No.: 0781-52268 e-mail address: xen.nawabganj@gmail.com and contact the Procuring Entity within 07-09-2020.
ITT 10.1	A Pre- Tender meeting shall be held at Address: Virtual (Online). Any queries from the competent tenderers shall be submitted through e-mail(xen.nawabganj@gmail.com) upto 07-09-2020 at 12:00 hrs (BST). The response/ reply of the queries shall be made within 3 (Three) working days. Time & Date: 07-09-2020 at 12:00 hrs (BST)
ITT 13.1	Non-performance of a contract shall not occur within the last 3 (Three) years . Year counting backward from the date of publication of IFT in the newspaper.
ITT 13.3	'All pending litigation shall in total not represent more than 15 (Fifteen) percent of the Applicant's net worth.

C. Qualification Criteria

ITT 14.1(a)	The minimum number of years of general experience of the Tenderer in the construction works as Prime Contractor shall be 05 (Five) years. Years will be counted backward from the date of publication of IFT in the newspaper.
ITT 14.1(b)	The minimum specific experience as a Prime Contractor in Work of at least 01 (One) contract of Construction of Rubber Dam in any country of the world except Israel under government organization of that country successfully completed within the last 10 (ten) years, with a value of at least BDT (Bangladeshi Taka) 800.00 (Eight Hundred) Million or 9.44 (Nine point Four Four) million USD (1USD=84.76 BDT) . Years will be counted backward from the date of publication of IFT in the newspaper.
ITT 15.1(a)	The required average annual construction turnover shall be greater than BDT (Bangladeshi Taka) 1100.00 (One Thousand One Hundred) Million or 12.98 (Twelve point Nine Eight) million USD (1USD=84.76 BDT) over the best 05 (Five) years in the last 10 (Ten) years; years will be counted backward from the date of publication of IFT in the newspaper.
ITT 15.1(b)	The minimum amount of liquid assets i.e. working capital or credit line(s) of the tenderers shall be BDT (Bangladeshi Taka) 300.00 (Three Hundred point zero) Million or 3.54 (Three point Five Four) million USD (1USD=84.76 BDT) .
ITT 15.1(d).	The minimum tender capacity shall be BDT (Bangladeshi Taka) 1200.00 (One thousand Two Hundred) Million or 14.16 (Fourteen point one Six) million USD (1USD=84.76 BDT) . The following formulae shall be used to calculate the Tender Capacity Assessed Tender Capacity = $(A \times N \times 1.5 - B)$ Where A=Maximum value of Works performed in any one year during last five years N= Completion time of the proposed work in [1.5 years] year. B= Value of Existing commitments and works to be completed during the next N (1.5) Years



The Tenderer shall submit all the information in form PW7A-2. for computing tender Capacity in the following format.

Table 1: A=Maximum Value of Works performed in last 05 (Five) years.

Years counting backward from the date of publication of IFT in the newspaper

No	Description of works/contract	Value (A)	Duration of contract (Start & Finish date)

Table2: B= Value of Existing commitments and works to be completed during the next N (2) Years.

No	Description of works/contract in hand	Value (B)	Name/office of the PE	Duration of contract (Start & Finish date)

Tenderer shall fill up the tables 1 & 2 during preparation of tender along with authentic evidence i.e. copy of completion certificate for Table 1 and copy of contract agreement for table 2.

ITT 16.1

A Construction Project Manager, Engineer, and other key staff shall have the following qualifications and experience:

No	Position	Total Works Experience (Years)	Experience in similar works (Years)
1.	Construction Project Manager – B.Sc. Engineer -1Person	10 Years	05 Years
2.	Administrative & Finance Manager- 1 Person	10 Years	3 Years
3.	B.Sc. Engineer-3 Persons	10 Years	5 Years
4.	Diploma Engineer (Civil) – 6 Persons	7 Years	3 Years
5.	Diploma Engineer (Mechanical/	7 Years	3 Years



		Electrical)- Persons	2		
	6.	Surveyor- 6 Person		5 Years	3 Years
	7.	Supervisor - 12 Persons		5 Years	3 Years
	8.	Operator-10 Persons		5 Years	3 Years
	9.	Dewatering pump Operator-4 Persons		5 Years	3 Years
	10.	Mechanics/Electrici an-4 Persons		5 Years	3 Years
	11.	Driver-20 Persons		5 Years	3 Years
ITT 17.1	Tenderers shall own or have proven access to hire or lease of the following major construction equipment, in full working order as follows:				
	No	Equipment Type and Characteristics		Minimum Number Required	
	1.	Batch Plant		1 nos.	
	2.	Hopper Concrete Mixture Machine		15 nos.	
	3.	Concrete Vibrator Machine		15 nos.	
	4.	Water Pump Machine		20 nos.	
	5.	Generator		6 nos.	
	6.	Excavator		10 nos.	
	7.	Chain Drozer		4 nos.	
	8.	Bull Drozer		4 nos.	
	9.	Dump Truck		20 nos.	
	10.	Piling Rig		2 nos.	
	11.	Sheet pile Driving Equipment		2 Nos	
ITT 18.1	The value of non-judicial stamp for execution of the Joint Venture Agreement shall be BDT (Bangladeshi Taka) 300 only.				
ITT 18.2	Maximum number of partners in the JV shall be: not limited The minimum qualification requirements of Leading Partner, other Partner(s) and requirements by summation of a JV shall be as follows :				
	TDS Clauses References	Requirements by summation	Requirements for Leading Partner	Requirements for other Partner(s)	
	ITT-14.1(a)	Summation not applicable	Same as stated in TDS	Same as for Leading Partner	
	ITT-14.1(b)	100%	At least one Contract	Minimum requirement not applicable	
	ITT-15.1(a)	100%	40%	25%	
	ITT-15.1(b)	100%	40%	25%	



	ITT-15.1(d)	100%	40%	25%
	ITT-16.1(a)	100%	Minimum requirement not applicable	Minimum requirement not applicable
	ITT-17.1	100%	Minimum requirement not applicable	Minimum requirement not applicable
[it is suggested that the Procuring Entity adheres to the above proportion of minimum qualifying requirements to meet the specific procurement needs. Percent share of business of the JV partners shall not be taken into account in determining the qualification of a JV]				
ITT 19.4	The Nominated Subcontractor(s) named shall execute the following specific components of the proposed Works: None			
D. Tender Preparation				
ITT 22.4	Tender document posted in the designated website: www.bwdb.gov.bd			
ITT 24.2(j)	The Tenderer shall submit with its Tender the following additional documents: The tenderer shall have to submit ownership or lease Document of having required nos. of dredger, equipments and manpower for the work.			
ITT 24.3(d)	The Tenderer shall submit with its Tender the following additional documents: None.			
ITT 26.1	Alternatives will not be permitted.			
ITT 26.2	There shall not be alternative times for completion of the Works.			
ITT 26.4	Alternative technical solutions for any parts of works will not be permitted.			
ITT 27.11	The prices quoted by the Tenderer shall be fixed for the duration of the Contract.			
ITT 28.1	The currency of the Tender shall be: Bangladeshi Taka (BDT).			
ITT 28.4	The currency of the payments shall be: Bangladeshi Taka (BDT).			
ITT 31.1	The required Technical Proposal shall include the following additional information: a. Setting up office/camps at site, mobilization of manpower/equipment/materials at site etc. b. Methodology of how the Contractor intends to carry out the work within the stipulate time. c. Methodology of Construction of Rubber Dam. d. List of Manpower/equipment etc. proposed to deploy for the specified work e. Ensure safety measures at site. f. Demobilization of sites.			
ITT 32.1(e)	The required information regarding claims under litigation shall be current or during the last 05 (Five) years.			
ITT 32.1(i)	The required reports on the financial standing, such as profit and loss statements and audited balance sheet shall be for the Last 05 (Five) years.			

39



ITT 33.2	The Tender Validity period shall be 150 (One Hundred fifty) days .
ITT 35.1	The amount of the Tender Security shall be BDT(Bangladeshi Taka) 40 (Forty) Million or 0.48 (Zero point Four Eight) million USD (1USD=84.76 BDT) . As unconditional Bank Guarantee in favour of Executive Engineer, Nawabganj O & M Division, Bangladesh Water Development Board, Chapainawabganj from any Scheduled bank of Bangladesh or Internationally reputed bank which have branch(s) or correspondent Bank in Bangladesh.
ITT 40.1	In addition to the original of the Technical offer, 02 (Two) copies shall be submitted.
ITT 40.2	In addition to the original of the Financial offer, 02 (Two) copies shall be submitted.
E. Tender Submission	
ITT 41.4(e)	The inner and outer envelopes shall bear the following additional identification marks: Package No. Package Name & Technical /Financial offer with tenderer's address.
ITT 42.1	For <u>Tender submission purposes</u> only, the Employer's address is: Attention: Executive Engineer, Nawabganj O&M Division, BWDB, Chapainawabganj Address: Office of the Additional Director General (West region), BWDB, WAPDA Bhaban (2nd Floor) Motijheel C/A, Dhaka-1000. The deadline for the submission of Tenders is: Time & Date: 23-09-2020 up to 12:00 hrs (BST) .
ITT 42.3	For <u>Tender submission purposes</u> only, the Employer's address is: Attention: Executive Engineer, Nawabganj O&M Division, BWDB, Chapainawabganj. Address (PRIMARY PLACE): Office of the Additional Director General (West region), BWDB, WAPDA Bhaban (2nd Floor) Motijheel C/A, Dhaka-1000. The deadline for the submission of Tenders is: Time & Date: 23-09-2020 up to 12:00 hrs (BST) . Attention: Executive Engineer, Nawabganj O&M Division, BWDB, Chapainawabganj Address (SECONDARY PLACES): Not allowed . The deadline for the submission of Tenders is: Not applicable .
ITT 42.4	The deadline for the hand-delivering of the Tenders at the PRIMARY PLACE is: Not applicable . Address: Time & Date:



F. Tender Opening and Evaluation

ITT 48.2	The Tender opening shall take place at (<i>always the PRIMARY PLACE</i>): Office of the Additional Director General (West region), BWDB, WAPDA Bhaban (2nd Floor) Motijheel C/A, Dhaka-1000. Time & Date: 23-09-2020 up to 14:00 hrs (BST).
----------	--

G. Contract Award

ITT 69.2	The amount of Performance Security shall be 05 (Five) percent of the Contract price in the currency of USD and/or Bangladeshi Taka (BDT).
ITT 76.5	The name and address of the office where complaints to the Employer under Rule 57 are to be submitted is: Name: Project Director, Dredging of Mohananda River and Rubber dam in Sadar upazila of Chapainawabganj District project & Superintending Engineer, Rajshahi O&M Circle, Bangladesh Water Development Board, Address: WAPDA Coloney, Sapura, Rajshahi. Fax No.: 0721-761273 e-mail address: se.rajshahi.bwdb@gmail.com



Section 4. Particular Conditions of Contract

Instructions for completing the Particular Conditions of Contract are provided in italics in parentheses for the relevant GCC Clauses.

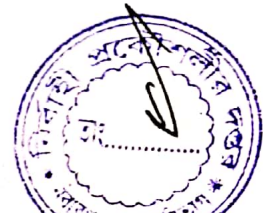
GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract		
GCC 1.1(k)	The Contractor is		
	name	Address	Name of the Authorized representative
GCC 1.1(hh)	The Employer is: Executive Engineer, Nawabganj O&M Division, BWDB, Chapainawabganj		
GCC 1.1(ii)	The Engineer is: Executive Engineer, Nawabganj O&M Division, BWDB, Chapainawabganj		
GCC 1.1 (dd)	The original Contract price is <i>[insert the amount in the NOA]</i>		
GCC 1.1(aa)	The Intended Completion Date for the whole of the Works shall be 18 (Eighteen) months from the date of commencement.		
GCC 1.1(II)	The Site is located at 500m D/S of BirshasthoJahangir Bridge, Sadar Upzila, Chapainawabganj of Bangladesh and is defined in drawings No: RUBBER DAM/MAHANANDA (SHEET 48); DATED : November/2015, DWG NO.NAWB-MISC-7126 (SHEET 10); DATED : 18-09-2018		
GCC 1.1(qq)	The Start Date shall be 01-11-2020 (Indicative).		
GCC 1.1(uu)	The Works consist of The work consists of Construction of 353m long Rubber Dam across Mahananda river in Chapainawabganj Sadar Upzila of Chapainawabganj District. Which is approximate 500m downward to the Bir Shestho Shohid Jahangir Bridge (Mahananda Bridge). Major components of physical work consist of Construction of Cofferdam, Excavation of the foundation trenches, sub-surface de-watering, sheet pile, RCC base casting, construction of upstream and downstream loose aprone, base revetment, Supplying and installation of the rubber bags in place etc specified in drawings or as directed by the Engineer in Charge in conformation with the specifications. The Construction yard of Rubber Dam shall be set at contractor's own cost on private land and to be protected from being washed out/eroded away by river current/rain water flow or by any other means as per direction of Engineer in charge. The construction should be done in 18 (Eighteen) months.		



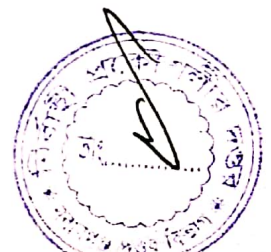
GCC 2.5	The Sectional Completion Dates are: Not Applicable.
GCC 3.1	The Employer's address for the purpose of communications under this contract is: Contact person: Executive Engineer Address: Nawabganj O&M Division, BWDB, Chapainawabganj Tel: 0781-52268 Fax: 0781-52268 e-mail address: xen.nawabganj@gmail.com The Contractor's address for the purpose of communications under this contract is: Contact person: Address: Tel: Fax: e-mail address:
GCC 6.1 (j)	Other documents forming part of the Contract are; i. Schedule of Key Personnel ii. Site Investigation Report iii. Relevant correspondences prior to signing of Contract Agreement iv. Certified certificates of completion of works/projects
GCC 9.1	A Contractor or a Subcontractor that is a national of, or registered in, the following countries are not eligible: Israel
GCC 9.2	Materials, Equipment, Plants and supplies shall not have their origin in the following countries: Israel.
GCC 13.1	Possession of the Site or part(s) of the Site, to the Contractor shall be given on the following date(s); Within 14 (Fourteen) days from the date of Contract signing
GCC 19.1	Following Key Personnel to carry out the functions stated in the Schedule shall be employed by the Contractor; The Key personnel, Engineers and Staff to be maintained as per ITT 16.1 of section-02 of Tender Data Sheet shall be employed by Contractor
GCC 21.1	Nominated Sub-contractor(s) named below: Not applicable.
GCC 23.1	The Contractual matters between the Employer and the Contractor shall be decided by: Project Director & Superintending Engineer, Rajshahi O&M Circle, BWDB, Rajshahi, Bangladesh.



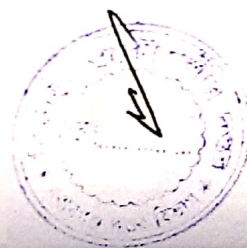
GCC 37.1	The minimum insurance cover shall be:	
	(a)	The maximum deductible for insurance of the Works and of Plant and Materials is 10% [to be specified in BDT]. <i>[the Contractor shall provide this amount at the time of Contract signing.]</i>
	(b)	The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is 110% to be specified in BDT. <i>[the amount could be 110% of the value of the works, plant and materials that may be lost in a worst case scenario].</i>
	(c)	The maximum deductible for insurance of Equipment is 10% [to be specified in BDT]. <i>[the Contractor shall provide this amount at the time of Contract signing.]</i>
	(d)	The minimum cover for loss or damage to Equipment is 110% [to be specified in BDT]. <i>[the amount could be 110% of the replacement value of the equipment]</i>
	(e)	The maximum deductible for insurance of other property is 10% [to be specified in BDT]. <i>[the Contractor shall state this amount at the time of Contract signing]]</i>
	(f)	The minimum cover for insurance of other property is 10% of the Contract price [to be specified in BDT]. <i>[it is the responsibility of the Contractor to obtain adequate insurance cover for such risks – recommended value 10% of contract price]</i>



	(g) The minimum cover for personal injury or death insurance: (i) for the Contractor's employees is as per the law and common practice in Bangladesh. (ii) and for third parties is as per the law and common practice in Bangladesh.
GCC 40.1	Commencement Date of Works shall be as follows; Within 21 (Twenty One) days of contract Signing.
GCC 42.1	The Contractor shall submit a Programme for the Works within 30 (Thirty) days of contract Signing.
GCC 42.2	The period between Programme updates is; Monthly.
GCC 42.3	The amount to be withheld for late submission of an updated Programme is BDT 1,50,000.00.
GCC 60.2	The Defects Liability Period is: 12 Months.
GCC 62.1	The Contract Price is <i>BDT</i> <i>[insert amount]</i> <i>[amount shall be the same as stated in the NOA; Form PW7-7]</i>
GCC 69.3	The particulars of the Bank Account nominated are as follows: Title of the Account : [insert title to whom the Contract awarded] Name of the Bank : [insert name with code, if any] Name of the Branch : [insert branch name with code ,if any] Account Number : [insert number] Address : [insert location with district] Tel : Fax : e-mail address : <i>[information furnished by the Contractor shall be substantiated by the concerned Bank and</i>



	<i>authenticated by the Employer]</i>
GCC 70.2	The Contractor shall be entitled to receive financing charges for delayed payment during the period of delay at the annual rate of interest of: Nil .
GCC 72.1(m)	The following additional events shall also be the Compensation Events: None .
GCC 74.1	The Contract is not subject to price adjustment.
GCC 75.1	The proportion of payments to be retained is 05 (Five) percent.
GCC 76.1	The amount of Liquidated Damages or in other words Delay Damages for the incomplete Works or any part thereof is 0.05 of 1 (One) percent of its Contract price per day of delay.
GCC 76.2	The maximum amount of Liquidated Damages for the incomplete Works or any part thereof is 10 (Ten) percent of the final Contract price of the whole of the Works.
GCC 77.1	The Bonus for the whole of the Works is: None The maximum amount of Bonus for the whole of the Works is: None
GCC 78.1	The Advance Payment shall be: None .
GCC 78.4	Repayment of Advance Payment shall be at the rate of: Nil .
GCC 80.2	The percentage for adjustment of Provisional Sums is: None
GCC 87.1	The date by which "as-built" drawings are required is: Within 30 days of completion of contract. The date by which operating and maintenance manuals are required is: To be submitted during the handing over the site
GCC 87.2	The amount to be withheld for failing to produce "as-built" drawings and/or operating and maintenance manuals by the date required is BDT (Bangladeshi Taka) 10.00 million .
GCC 96.1	The percentage to apply to the contract value of the works not completed, representing the Employer's additional cost for completing the incomplete Works, is 20 (Twenty) percent of the incomplete work.
GCC 100.3	The rules of procedure for arbitration proceedings shall be as follows:
	(i) In the case of a dispute between the Employer and the foreign Contractor, Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the United Nations Commission on International Trade



	Law (UNCITRAL) Arbitration Rules of 1976 as at present in force. OR All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators in accordance with the said rules.
	(ii) In the case of a dispute between the Employer and the national Contractor, in particular, the arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place: Will be stated when required.

