

## Tender Document

**IFT No.: 28.17.0000.200.09.001.20-133**

**Dated: 25.02.2020**

The Employer noticed some errors and inconsistencies in the tender documents No. 28.17.0000.200.09.001.20-133, dated 25.02.2020 issued to the intended Tenderers, which are presented in the table below:


### Section 1: Instructions to Tenderers

Ref. No.	Original Text in the Issued Tender Document	Amended Text to be incorporated in the Tender Document
14	<p><b>Section 1: Instruction to Tenderers</b></p> <p>14.1 Tenderers shall have the following minimum level of experience to qualify for the performance of the Works under the Contract:</p> <p>(b) specific experience as a Prime Contractor or Subcontractor or Management Contractor in mining works of a nature, complexity and methods/construction technology similar to the proposed Works, in at least a number of contract(s) and, each with a minimum value over the period, as specified in the <b>TDS</b>.</p>	<p><b>Section 1: Instruction to Tenderers</b></p> <p>14.1 Tenderers shall have the following minimum level of experience to qualify for the performance of the Works under the Contract:</p> <p>(b) specific experience as a Prime Contractor or Subcontractor or Management Contractor in <b>underground</b> mining works of a nature, complexity and methods/construction technology similar to the proposed Works, in at least a number of contract(s) and, each with a minimum value over the period, as specified in the <b>TDS</b>.</p>
15	<p>15.1 Tenderers shall have the following minimum level of financial capacity to qualify for the performance of the Works under the Contract.</p> <p>(a) the average annual <b>construction</b> turnover as specified in the <b>TDS</b> during the period specified in the <b>TDS</b>;</p>	<p>15.1 Tenderers shall have the following minimum level of financial capacity to qualify for the performance of the Works under the Contract.</p> <p>(a) the average annual turnover as specified in the <b>TDS</b> during the period specified in the <b>TDS</b>;</p>

*Addendum to the IFT No. 28.17.0000.200.09.001.20-133, dated February 25, 2020*

  
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Ref. No.	Original Text in the Issued Tender Document	Amended Text to be incorporated in the Tender Document
18 Joint Venture, Consortium or Association (JVCA)	18.4 JV shall nominate the <b>Leading Partner</b> as <b>REPRESENTATIVE</b> being entrusted with the Contract administration and management at Site who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution including the receipt of payments for and on behalf of the JV.	18.4 JV shall nominate the <b>Leading Partner</b> as <b>REPRESENTATIVE</b> being entrusted with the Contract administration and management at Site who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the Tendering process and, in the event, the JV is awarded the Contract, during contract execution including the receipt of payments for and on behalf of the JV.
32. Documents Establishing the Tenderer's Qualification	32.1 Tenderers shall complete and submit the Tenderer Information ( <b>Form PW7A-2/PW7A-3</b> ) and shall include documentary evidence, as applicable to satisfy the following:  (b) specific experience, of the entity(s) participating in the Tender, in <u>underground</u> mine related works under public sector and/or private sector of similar nature and size as stated under ITT Sub Clause 14.1(b), substantiated by Completion Certificate(s) issued by the relevant Procuring Entity(s);	32.1 Tenderers shall complete and submit the Tenderer Information ( <b>Form PW7A-2/PW7A-3</b> ) and shall include documentary evidence, as applicable to satisfy the following:  (b) specific experience, of the entity(s) participating in the Tender, in <u>underground</u> mine related works under public sector and/or private sector of similar nature and size as stated under ITT Sub Clause 14.1(b), substantiated by Completion Certificate(s) issued by the relevant Procuring Entity(s);
69. Performance Security	69.3 The Employer may increase the amount of the Performance Security above the amounts as stated under <u>ITT Sub Clause 61.2</u> but not exceeding twenty-five (25) percent of the Contract price, if it is found that the Tender is significantly below the official estimated cost or unbalanced as a result of frontloading as stated under ITT Sub Clause 60.7.	69.3 The Employer may increase the amount of the Performance Security above the amounts as stated under <u>ITT Sub Clause 69.2</u> but not exceeding twenty-five (25) per cent of the Contract price, if it is found that the Tender is significantly below the official estimated cost or unbalanced as a result of frontloading as stated under ITT Sub Clause 60.7.

  
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## Section 2: Tender Data Sheet

Ref. No.	Original Text in the Issued Tender Document	Amended Text to be incorporated in the Tender Document
ITT 1.1	Tender Ref.: 28.17.0000.200.09.001.20-113, Dated 25.02.2020	Tender Ref.: 28.17.0000.200.09.001.20-133, Dated 25.02.2020
ITT 10.1	A Pre-Tender meeting will be held at  Time and Date : 11:00 AM on 30.03.2020	A Pre-Tender meeting will be held at  Time and Date : 11:00 AM on 05.07.2020
ITT 42.1	The deadline for the submission of Tenders is Time and Date : 12:15 PM; Date: 15.04.2020	The deadline for the submission of Tenders is Time and Date : 12:15 PM; Date: 19.07.2020
ITT 48.2	The Tender opening shall take place at  Time and Date : 12:30 PM on 15.04.2020	The Tender opening shall take place at  Time and Date : 12:30 PM on 19.07.2020

  
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### Section 3: General Conditions of Contract

GCC Ref.:	Original Text in the Issued Tender Document	GCC Ref.:	Amended Text to be incorporated in the Tender Document
*1	Adjustments for Changes in Legislation	GCC 73.	Adjustments for Changes in Legislation
GCC 73.	Price Adjustment	GCC 74.	Price Adjustment
GCC 74.	Retention Money	GCC 75.	Retention Money
GCC 75.	Liquidated Damages	GCC 76.	Liquidated Damages
GCC 76.	Bonus	GCC 77.	Bonus
GCC 77.	Advance Payment	GCC 78.	Advance Payment
GCC 78.	Performance Security	GCC 79.	Performance Security
GCC 79.	Provisional Sums	GCC 80.	Provisional Sums
GCC 80.	Dayworks	GCC 81.	Dayworks
GCC 81.	Cost of Repairs to Loss or Damages	GCC 82.	Cost of Repairs to Loss or Damages
GCC 82.	Completion	GCC 83.	Completion
GCC 83.	Completion Certificate and Taking Over	GCC 84.	Completion Certificate and Taking Over
GCC 84.	Amendment to Contract	GCC 85.	Amendment to Contract
GCC 85.	Final Account	GCC 86.	Final Account
GCC 86.	As-built Drawings and Manuals	GCC 87.	As-built Drawings and Manuals
GCC 87.	Force Majeure	GCC 88.	Force Majeure
GCC 88.	Notice of Force Majeure	GCC 89.	Notice of Force Majeure
GCC 89.	Duty to Minimize Delay	GCC 90.	Duty to Minimize Delay
GCC 90.	Consequences of Force Majeure	GCC 91.	Consequences of Force Majeure
GCC 91.	Force Majeure Affecting Sub-contractor	GCC 92.	Force Majeure Affecting Sub-contractor
GCC 92.	Optional Termination, and Release	GCC 93.	Optional Termination, and Release
GCC 93.	Release from Performance	GCC 94.	Release from Performance
GCC 94.	Termination	GCC 95.	Termination
GCC 95.	Payment upon Termination	GCC 96.	Payment upon Termination
GCC 96.	Property	GCC 97.	Property
GCC 97.	Frustration	GCC 98.	Frustration
GCC 98.	Contractor's Claims	GCC 99.	Contractor's Claims
GCC 99.	Settlement of Disputes	GCC 100.	Settlement of Disputes


<sup>1</sup> Due to inadvertent omission of GCC 73 from its proper place, the serial number of subsequent clauses has been changed automatically. As a result, there has been an inconsistency in the number of subsequent clauses and sub-clauses of GCC 73, which needs to be corrected as per the right column. Tender buyers are being requested to correct the unintentional mistake as per the right column.

*Addendum to the IFT No. 28.17.0000.200.09.001.20-133, dated February 25, 2020*


  
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## Section 4: Particular Conditions of Contract

Ref. No.	Original Text in the Issued Tender Document	Amended Text to be incorporated in the Tender Document
PCC/GCC 69.1	<p>The Employer shall pay the Contractor the amounts certified by the Engineer within twenty eight (28) days of the date of each certificate subject to deduction of applicable taxes, duties, fees, levies, and such other charges as well as after due adjustments of additions or deductions which may have become due under the Contract or otherwise, including those under GCC Clause 99 against the following cost heads:</p> <p>(C) <b><u>Payment for supply, installation, testing &amp; commissioning of new equipment</u></b></p> <p>(iii) Twenty (20) percent (%) of the value of the new equipment shall be paid within twenty-eight (28) days after arrival of the goods at Employer's store at mine site; and subject to presentation of acceptable necessary documents i.e. Quality Certificate Report (QCR), Material Receiving Report (MRR), certificate(s) of installation/ test/ commission conducted at mine site (where practicable) for the imported equipment and subject to deduction of advance payments as per GCC 78.4 &amp; PCC 78.4 of the Contract.</p>	<p>PCC/GCC 69.1</p> <p>The Employer shall pay the Contractor the amounts certified by the Engineer within twenty-eight (28) days of the date of each certificate subject to deduction of applicable taxes, duties, fees, levies, and such other charges as well as after due adjustments of additions or deductions which may have become due under the Contract or otherwise, including those under GCC Clause 99 against the following cost heads:</p> <p>(C) <b><u>Payment for supply, installation, testing &amp; commissioning of new equipment</u></b></p> <p>(iii) Twenty (20) per cent (%) of the value of the new equipment shall be paid within twenty-eight (28) days after the arrival of the goods at Employer's store at the mine site; and subject to presentation of acceptable, necessary documents, i.e. Quality Certificate Report (QCR), Material Receiving Report (MRR), certificate(s) of installation/ test/ commission conducted at the mine site (where practicable) for the imported equipment and subject to deduction of advance payments as per GCC 78.4 &amp; PCC 78.4 of the Contract <b><u>and deduction of retention money as per GCC 75.1 &amp; PCC 75.1 of the Contract.</u></b></p>

  
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Ref. No.	Original Text in the Issued Tender Document	Amended Text to be incorporated in the Tender Document
	<p>(iv) Hundred (100) percent (%) of the value of new equipment procured locally from Bangladesh shall be paid within twenty eight (28) days following the receipt of an invoice from the supplier certified by the Contractor for the said equipment; and subject to presentation of acceptable necessary documents i.e. Quality Certificate Report (QCR), Material Receiving Report (MRR), certificate(s) of installation/ test/ commission conducted at mine site (where practicable) and subject to deduction of advance payments as per GCC 78.4 &amp; PCC 78.4 of the Contract.</p> <p>(D) The Employer shall make payment of other heads, i.e. insurance premium in local currency (Taka) for Bangladeshi mine workers; and training cost of Employer's officials under the Contract subject to deduction of advance payments as per GCC 78.4 &amp; PCC 78.4 of the Contract, as following manner:</p>	<p>(iv) Hundred (100) per cent (%) of the value of new equipment procured locally from Bangladesh shall be paid within twenty-eight (28) days following the receipt of an invoice from the supplier certified by the Contractor for the said equipment; and subject to presentation of acceptable, necessary documents, i.e. Quality Certificate Report (QCR), Material Receiving Report (MRR), certificate(s) of installation/ test/ commission conducted at the mine site (where practicable) and subject to deduction of advance payments as per GCC 78.4 &amp; PCC 78.4 of the Contract <b>and deduction of retention money as per GCC 75.1 &amp; PCC 75.1 of the Contract.</b></p> <p>(D) The Employer shall make payment of other heads, i.e. insurance premium in local currency (Taka) for Bangladeshi mine workers; and training cost of Employer's officials under the Contract subject to deduction of advance payments as per GCC 78.4 &amp; PCC 78.4 of the Contract <b>and deduction of retention money as per GCC 75.1 &amp; PCC 75.1 of the Contract</b> as the following manner:</p>
PCC/GCC 78.1	<p>The Advance Payment shall be five (5) percent (5%) of Basic Contract Price and shall be paid subject to the Contractor's signed demand notice accompanied with Unconditional Bank Guarantee(s) in the specified format (Form PW7A-10) issued by an internationally reputable Bank which has a correspondent Bank located in Bangladesh for advance payment within <b>thirty (30) days</b> of the date of signing of the Contract and acceptance by the Employer.</p>	<p>PCC/GCC 78.1</p> <p>The Advance Payment shall be five (5) per cent (5%) of Basic Contract Price and shall be paid subject to the Contractor's signed demand notice accompanied with Unconditional Bank Guarantee(s) in the specified format (Form PW7A-10) issued by an internationally reputable Bank which has a correspondent Bank located in Bangladesh for advance payment within <b>twenty-eight (28) days</b> of the date of signing of the Contract and acceptance by the Employer.</p>



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**JVCA Partner Information**  
(Form PW7A-3)

Sl. No.	Original Text in the Issued Tender Document	Sl. No.	Amended Text to be incorporated in the Tender Document
3.3	Average annual turnover in <del>mine</del> related works [ITT Sub Clause 15.1a]	3.3	Average annual turnover in related works [ITT Sub Clause 15.1a]

**Section 6: Bill of Quantities**

Original Text in the Issued Tender Document	Amended Text to be incorporated in the Tender Document
Basic Tender Price [1+2+3+4+5+6]	Basic Tender Price [1+2+3+4+5]
Total Contract Price [1+2+3+4+5+6+7]	Total Contract Price [1+2+3+4+5+6]

**Note:** The above-mentioned revisions, correction, addition and deduction shall be treated as the addendum to the issued Tender Document and become integral parts of the Tender Document. All the tenderers are being requested to correct their's purchased Tender Document (IFT No.:28.17.0000.200.09.001.20-133, dated: 25.02.2020) as per the amendments mentioned above.

  
 24.06.2020

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