

REQUEST FOR QUOTATION FOR

Seasonal Flower Plantation of Payra 1320 MW TPP

BANGLADESH-CHINA POWER COMPANY LIMITED (A Joint Venture of CMC and NWPGCL)

Issued Ref.: BCPCL/CIVIL/RFQ/2023-24/110503

Issued On: 6.11.2024

Submission Deadline- November 13,2024; before 12.30pm





REQUEST FOR QUOTATION

for

Seasonal Flower Plantation at Payra 1320 MW TPP

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To

- Bangladesh-China Power Company Limited has been allocated funds and intends to apply a portion of the funds to eligible payments under the Contract for which this Quotation Document is issued.
- 2. Detailed Specifications and Design & Drawings for the intended Works and physical services are available in the office of the Procuring Entity for inspection by the potential Quotationers during office hours on all working days.
- 3. Quotation is being requested on Unit-Rate/Lump-sum basis.
- 4. Quotation shall be completed properly, duly signed-dated each page by the authorized signatory and submitted by the date to the office as specified in Para 6 below.
- 5. No Securities such as Quotation Security (i.e. the traditionally termed Earnest Money, Tender Security) and Performance Security shall be required for submission of the Quotation and execution of the Works (if awarded) respectively.
- 6. Quotation in a sealed envelope or by fax or through electronic mail or before 12:30 PM on Nov 13,2024. The envelope containing the Quotation must be clearly marked "Seasonal Flower Plantation at Payra 1320 MW TPP" and "DO NOT OPEN before 1:00 P.M. on Nov 13,2024. Quotations received later than the time specified herein shall not be accepted.
- 7. Quotations received by fax or through electronic mail shall be sealed-enveloped by the Procuring Entity duly marked as stated in Para 6 above and, all Quotations thus received shall be sent to the Evaluation Committee for evaluation, without opening, by the same date of closing the Quotation.
- 8. The Procuring Entity may extend the deadline for submission of Quotations on justifiably acceptable grounds duly recorded subject to threshold of ten (10) days.
- 9. Quotation shall be submitted as per Bill of Quantities of Works and physical services.
- 10. All Quotations must be valid for a period of at least 60 (Sixty) days from the closing date of the Quotation.
- 11. No public opening of Quotations received by the closing date shall be held.





- 12. Quotationer's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law, if the Contract is awarded.
- 13. Rates shall be quoted and, subsequent payments under this Contract shall be made in BDT. The price offered by the Quotationer, if accepted shall remain fixed for the duration of the Contract.
- 14. Quotationer shall have legal capacity to enter into Contract. Quotationer, in support of its qualification shall be required to submit certified photocopies of latest documents related to valid Trade License, Tax Identification Number (TIN) VAT Registration Number, Bank Solvency without which the Quotation may be considered non-responsive.
- 15. Quotations shall be evaluated based on information and documents submitted with the Quotations, by the Evaluation Committee and, at least three (3) responsive Quotations will be required to determine the lowest evaluated responsive Quotations for award of the Contract.
- 16. In case of anomalies between unit rates or prices and the total amount quoted, the unit rates or prices shall prevail. In case of discrepancy between words and figures the former will govern. In case of quotation submitted on Lump-sum basis, if anomalies found between figures and words, the words will prevail. Quotationer shall remain bound to accept the arithmetic corrections made by the Evaluation Committee.
- 17. The execution of Works and physical services shall be completed within 60 (Sixty) days from the date of signing of contract.
- 18. Letter inviting the successful Quotationer to sign the Contract shall be issued within 02 (two) days of receipt of approval from the Approving Authority. The Contract shall have to be signed within 02 (two) days of issuing such Letter of Invitation.
- 19. The Procuring Entity reserves the right to reject all the Quotations or annul the procurement proceedings.

Rezwan Iqbal Khan

Superintending Engineer (Civil)
Bangladesh-China Power Company Limited
Payra 1320 MW TPPP
e-mail: rezwaniqbal@bcpcl.org.bd

Distribution:

- 1. Notice Board.
- 2. Office File.





Quotation Submission Letter

Issued Ref.: BCPCL/Civil/RFQ/2023-24/110503

Issued On: 6.11.2024

Superintending Engineer (Civil)
Bangladesh-China Power Company (Pvt.) Limited
Payra 1320 MW TPPP
Kalapara, Patuakhali.

I/We, the undersigned, offer to execute in conformity with the Conditions of Contract for execution of the Works and physical services named Repairing work of worker shed of Payra 1320 MW TPP.

The total Price of my/our Quotation is BDT In Words:

My/Our Quotation shall remain valid for the period stated in the RFQ Document and it shall remain binding upon us and, may be accepted at any time prior to the expiration of its validity period.

I/We declare that I/we have the legal capacity to enter into a contract with you, and have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices. Furthermore, I/we am/are aware of Para 22 (e) of the Conditions of Contract and pledge not to indulge in such practices in competing for or in executing the works.

I/We am/are not submitting more than one Quotation in this RFQ process in my/our own name or other name or in different names. I/We understand that your written invitation to sign the Contract shall become binding upon us, until a formal Contract is signed.

I/We have examined and have no reservations to the RFQ Document issued by you on Nov 6,2024.

I/We understand that you reserve the right to reject all the Quotations or annul the procurement proceedings without incurring any liability to me/us.



Signature of Quotationer with Seal Date:



Price Schedule

Sl. No.	Procurement Name	Unit	Quantity	Unit Price including VAT (BDT)	Total Price including VAT (BDT)
1	2	3	4	5	6=4x5
1.	Supply of Seasonal Flower plants with enough buds including loading, unloading at both ends, delivery at site in good condition and accepted by Engineer- in- charge				
1.1	Marigold Flower	Nos.	28000.00		20
1.2	Petunia	Nos.	6000.00		
1.3	Dalia	Nos.	1000.00		
2	Labor charge for plantation of seasonal flowers in bed including levelling & dressing in that area accepted by Engineer-in-charge (PWD Rate Schedule 2022 C1,3).	Nos.	60.00		
3	Compost Fertilizer	Kg	1750.00		
Total Cost including Tax & VAT (BDT)					

Total Price (in words)	
1)	
Works to be executed	Payra 1320MW TPPP Site, Dhankhali Union, Kalapara, Patuakhali.
in	

[.....] number corrections made by me/us have been duly initialed in this BoQ.

Signature of the Quotationer with Seal	Date:
Name of the Quotationer	,

Note:

1. Col. 1, 2, 3 & 4 to be filled in by the Procuring Entity and Col. 5, 6 & 7 by the Quotationer.

2. Rates or Prices shall include profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges earlier paid or to be paid under the Applicable Law, if the Contract is awarded; including transportation, insurance etc. Whatsoever up to the point of delivery of Goods and related services in all respects to the satisfaction of the Procuring Entity.



Technical Specification

Sl. No.	Procurement Name	Bidder's Offer	
1	2	3	
1	Supply of Seasonal Flower plants with enough buds including loading, unloading at both ends, delivery at site in good condition and accepted by Engineer- in- charge		
2	Marigold Flower		
3	Petunia		
4	Dalia		
5	Labor charge for plantation of seasonal flowers in bed including levelling & dressing in that area accepted by Engineer-in- charge (PWD Rate Schedule 2022 C1,3).		
6	Compost Fertilizer	,	





Issued Ref.:

Invitation for signing Contract

Insert Date:

[name of Contractor] [address]							
This is to notify you that your Quotation dated [dd/mm/yy] for the execution of the Works and hysical services named Seasonal Flower Plantation at Payra 1320 MW TPP for the Contract Price of Tk [state amount in figures and in words] as corrected, has been approved by the competent uthority.							
You are thus requested to attend the office of the undersigned to sign the Contract within 02 (two) lays of issuing this Letter of Invitation; but in no case later than [specify dd/mm/yy].							
You may proceed with the execution of the Works only upon signing the Contract. You may also please note that this invitation shall constitute the formation of this Contract which shall become binding upon you.							
We attach the draft Contract and all other documents for your perusal.							
	Signature of the Procuring Entity with name and						
Attachment: Draft Contract	designation Date: dd/mm/yy						





Contract Agreement

THIS AGREEMENT made on this [insert day] day of [insert month and year] between [name and address of Procuring Entity] (hereinafter called "the Procuring Entity") of the one part and [name and address of Contractor] (hereinafter called "the Contractor") of the other part:

WHEREAS the Procuring Entity invited Quotation for certain Works and physical services named **Seasonal Flower Plantation at Payra 1320 MW TPP** and has accepted the Quotation submitted by the Quotationer for the execution of those works in the sum of Taka [insert Contract price in figures and in words] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
- 2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) the signed Contract Agreement
 - (b) the Letter of Invitation
 - (c) the Conditions of Contract
 - (d) the Specifications
 - (e) the Design and Drawings
 - (f) the priced Bill of Quantities
 - (g) any other document listed anywhere in the Contract.
- 3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bangladesh on the day, month and year first written above.

For the Purchaser

For the Contractor

Signature

Name Designation In the presence of Name





Conditions of Contract for

Seasonal Flower Plantation at Payra 1320 TPP

- 1. Conditions of Contract contained herein shall be binding upon both the contracting parties for the purpose of administration and management of this Contract.
- **2.** Implementation and interpretation of these Conditions of Contract shall, in general, be under the Procurement Procedure of Bangladesh-China Power Company Limited.
- **3.** The Contractor shall have to commence the works after signing of contract agreement and shall execute works and related servicing works and complete in conformity in all respects with the provisions of the Contract within 45 (forty-five) days.
- **4.** The Contractor shall immediately submit to the Procuring Entity a Programme of Works showing the timing for all the activities and components of Works.
- **5.** The Contractor shall maintain Pro Rata progress of the Works. Progress shall be determined in terms of the value of the works executed.
- **6.** The Contractor shall be entitled to an extension of the Intended Completion Date if the Procuring Entity delays in handing over the Site or if Force Majeure situation occurs or for any other reasons acceptable to the Procuring Entity on justifiable grounds duly recorded.
- 7. The Procuring Entity shall check and verify the Works executed by the Contractor and notify the Contractor of any Defects found.
- **8.** Notwithstanding any testing and examination, the Procuring Entity by visual inspection or field tests may instruct the Contractor to:
- a. Remove and replace any works or part thereof which is not in accordance with the Contract,
- b. Remove and re-execute any other work or part thereof which is not in accordance with the Contract, and
- c. Execute any work which is urgently required for the safety of the Works.
- **9.** The Contractor shall submit to the Procuring Entity the progressive invoices for estimated value of works executed less the cumulative amount certified previously.
- 10. The Contractor shall be entirely responsible for payment of all taxes, duties, fees, and such other levies under the Applicable Law.
- 11. Notwithstanding any other practice, the method of measurement and mode of payment shall be based on the type of the Contract corresponding to the Bill of Quantities: Unit-rate Basis

Measurement shall be made of the net quantity of each item of the Works actually executed in accordance with the Bill of Quantities. The Procuring Entity shall make payments to the Contractor in Taka currency, while the Final payment shall be made upon fulfilment of all contractual obligations by the Contractor.

- 12. The Contractor's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law.
- 13. The total Contract Price is BDT [insert figure] [in words] Including VAT & TAX.
- **14.** The Procuring Entity contracting shall amend the Contract incorporating required approved changes subsequently introduced to the original Conditions of Contract in line with Rules, where necessary.
- **15.** The Procuring Entity will provide institutional support to ensure proper access of Contractor's authorized staff(s) to the work places.



Lake.



- **16.** The Contractor shall apply by notice to the Procuring Entity for issuing a Completion Certificate of the Works after completion of works and the Procuring Entity shall do so upon deciding that the work is completed.
- 17. The Procuring Entity shall, within 07 (Seven) days after receiving the Contractor's application:
- a) issue the Completion Certificate to the Contractor stating that the Works were completed in accordance with the Contract, or
- b) reject the application, giving reasons and specifying the works required to be done/redone by the Contractor to enable issuance of the Completion Certificate.
- **18.** The Procuring Entity Shall Take-Over the Site and/or the Works not later than 03 (Three) days of issuing the Completion Certificate.
- 19. The Procuring Entity may issue a notice for correction of Defects within 14 (Fourteen) days from the Contractor's request for Final Payment stating the scope of corrections or additions that are necessary.
- **20.** The Defects Liability Period (Warranty) of the Works shall be 1 (One) month starting from the date of issuing the Completion Certificate by the Procuring Entity. Within the Defects Liability Period (Warranty), if any defect occurs the contractor is responsible to repair it.
- **21.** After the Warranty Period has passed and the notified defects are corrected and, the Procuring Entity shall release 10 (Ten) Percent Retention Money to the supplier.
- **22.** After the Defects Liability Period (Warranty) has passed and, the Procuring Entity has certified in the form of Defects Corrections Certificate that all Defects notified by the Procuring Entity to the Contractor before the end of this period have been corrected.
- 23. The Defects Liability Period (Warranty) may be extended for as long as the Defects notified by the Procuring Entity remain to be corrected.
- **24.** If the Contractor has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity shall assess the cost of having the Defects corrected by it, and the Contractor shall remain liable to pay the expenditures incurred on account of correction of such Defects.
- **25.** The Contractor shall keep the Procurement Entity harmless and indemnify from any claim, loss of property or life to himself/herself, his/her workmen or staff, any staff of the Procurement Entity or any third party while executing the work. Any claim arising out of execution of the works shall be settled by the Contractor at his/her own cost and responsibility.
- **26.** The Procuring Entity may, by written Notice sent to the Contractor, terminate the Contract in whole or in part at any time, if the Contractor:
- a) fails to sign the Contract or commence the Work within the specified time.
- b) fails to achieve satisfactory progress of Works in accordance with the Programme of Works.
- c) fails to complete the Work as per design, drawing and specifications.
- d) after receipt of a written notice from the Procuring Entity does not remedy its failure within the time period specified therein.
- e) in the judgement of the Procuring Entity, has engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Work.
- f) fails to perform any other obligation (s) under the Contract.
- **27.** The Procuring Entity and the Contractor shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this

