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Particular Conditions of Contract

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Tender/Proposal Detail

Tender/Proposal ID :	1110834	Invitation Reference No. :	46.05.0000.405.39.038.24
Closing Date and Time :	02-Jun-2025 11:33	Opening Date and Time :	02-Jun-2025 11:33
Procuring Entity :	Office of the EE, MODS Zone-2, Dhaka WASA		
Brief :	Locating, Rising & Cleaning of Air Release Valve, Washout Line, DMA Chamber & Bulk Meter Chamber at DMA-212 & DMA-213 under MODS Zone-2, Dhaka WASA.		
Tender/Proposal Status :	Contract Awarded		View Notice

Particular Conditions of Contract

PCC Clause

A. General

1. Definitions

(r) Procuring Entity means a Procuring Entity having administrative and financial powers to undertake procurement of Works and Physical services using public funds and is as named in the PCC who employs the Contractor to carry out the Works.

The PE is [MOHAMMAD NAZRUL ISLAM, Office of the EE, MODS Zone-2, Dhaka WASA,

Address	: 144/1, Water Works Road
City	: Dhaka
Thana	: Dhaka South City Corporation
District	: Dhaka - 1211
Country	: Bangladesh

] The Development Partner is [None]

(s) Project Manager is the person named in the PCC or any other competent person appointed by the Procuring Entity and notified to the Contractor who is responsible for supervising the execution and completion of the Works and Physical services and administering the Contract.

The Project Manager is
[Name, address]

(t) Site means the places where the Permanent Works are to be executed including storage and working areas and to which Plant and Materials are to be delivered, and any other places as may be specified in the PCC as forming part of the Site.

Site location	Drawings Nos
DMA-212 & DMA-213 under MODS Zone-2, Dhaka WASA.	N/A

(y) Works means all works associated with the construction, reconstruction, site preparation, demolition, repair, maintenance or renovation of railways, roads, highways, or a building, an infrastructure or structure or an installation or any construction work relating to excavation, installation of equipment and materials, decoration, as well as physical services ancillary to works as detailed in the PCC, if the value of those services does not exceed that of the Works themselves.

Sl. No	Works
1	Locating, Rising & Cleaning of Air Release Valve, Washout Line, DMA Chamber & Bulk Meter Chamber at DMA-212 & DMA-213 under MODS Zone-2, Dhaka WASA.

3. Documents Forming the Contract and Priority of Documents

(j) any other document listed in the PCC forming part of the Contract.

Sl. No	Other documents forming part of the Contract
1	None

5. Possession of the Site

5.1 PE shall give possession of the to the Contractor on the date stated in the PCC.

Possession of the Site to the Contractor shall be given on the following date:[29 Jun 2025]

B. Time Control

10. Start Date

10.1 Start Date is the date defined in the PCC and it is the last date when the Contractor shall commence execution of the Works under the Contract.

The Start Date shall be [01 Jul 2025]

11. Intended Completion Date

11.1 Intended Completion Date is the date calculated from the start Date as specified in the PCC, on which it is intended that the Contractor shall complete the Works and Physical services as specified in the Contract and may be revised only by the Project Manager by issuing an extension of time.

The Intended Completion Date for the whole of the Works shall be [30 Aug 2025]

12. Programme of Works

12.1 Within the time stated in the PCC, the Contractor shall submit to the Project Manager, for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works.

The Contractor shall submit a Programme for the Works within [3] days of signing the Contract.

C. Quality Control

19. Correction of Defects

19.1 The Project Manager shall give notice to the Contractor, with a copy to the PE and others concerned, of any Defects before the end of the Defects Liability Period, which begins at Completion Date, and is defined in the PCC.

The Defects Liability Period is [12] months

D. Cost Control

28. Compensation Events

28.1 The following shall be Compensation Events:

(a) PE does not give access to or possession of the Site or part of the Site by the Site Possession Date stated in the GCC Sub Clause 5.1;

- (b) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notification of Award;
- (c) Other Contractors, public authorities, utilities, or the PE do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor;
- (d) The Project Manager unreasonably delays issuing a Completion Certificate;
- (e) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects;
- (f) Other Compensation Events described in the Contract or determined by the Project Manager in the PCC shall apply

Sl. No	Compensation Events
1	None

30. Liquidated Damages

30.1 The Contractor shall be liable to pay Liquidated Damages or in other words the Delay Damages to the PE at the rate per day as specified in the PCC for each day of delay from the Intended Completion Date, for the uncompleted Works or for any part thereof.

30.2 The total amount of Liquidated Damages shall not exceed the amount defined in the PCC.

Guide to application of this GCC Sub Clause

Liquidated damages is equivalent to an amount to be determined in accordance with the following formula

$$T_{LD} = V_{UW} \times P \times n$$

Where;

T_{LD} = Total amount of Liquidated Damages

V_{UW} = Value of Uncompleted Works (i.e. works not having been completed as of the expiry of the Intended Completion Date plus the works completed after the expiry of the Intended Completion Date). V_{UW} shall be calculated by deducting the value of the completed works under the Contract from the total Contract price

P = Percent-rate at which the Liquidated Damages shall be imposed for every day of delay

n = No of days of delay for completion of works under the Contract

Liquidated Damages for the uncompleted Works or any part per day of delay (%)	The maximum amount of Liquidated Damages (%)
0.100	10.000

F. Termination

37. Payment upon Termination

37.1 If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 37.1 by the Contractor, the Project Manager shall issue a certificate for the value of the Works done and Plant and Materials ordered less payments made up to the date of the issue of the certificate and less the amount from percentage to apply to the contract value of the works not completed, as indicated in the PCC.

The percentage to apply to the contract value of the works not completed, representing the PEs additional cost for completing the uncompleted Works, is [20.000] percent.

G. Disputes and Settlement

39. Settlement of Disputes

39.2 Arbitration

(a) If the parties are unable to reach a settlement as per GCC Clause 40.1 within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either party may give notice to the other party of its intention to commence arbitration.

(b) 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 shown in the PCC.

The arbitration shall be conducted in the place mentioned below;

[Office of the Chief Engineer(O & M),DWASA, WASA BHAVAN, Dhaka]

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View TDS

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Tender/Proposal Detail

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Instructions for completing Tender/Proposal 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/Consultants
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A. General

ITT Clause	1. Scope of Tender
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1.1 The Procuring Entity named in the Tender Data Sheet (TDS) (hereinafter referred to as the "PE") wishes to issues these e-Tender Document (hereinafter referred to as the "e-TD") for the procurement of Works and physical services as specified in the TDS and as detailed in section 6: Bill of Quantities. The name of the Tender and the number and identification of its constituent lot(s) are stated in the TDS.

The Procuring Entity is MOHAMMAD NAZRUL ISLAM, Executive Engineer, MODS Zone-2, DWASA

The Name of the Tender is: Locating, Rising & Cleaning of Air Release Valve, Washout Line, DMA Chamber & Bulk Meter Chamber at DMA-212 & DMA-213 under MODS Zone-2, Dhaka WASA.
Brief Description of the Works: Locating, Rising & Cleaning of Air Release Valve, Washout Line, DMA Chamber & Bulk Meter Chamber at DMA-212 & DMA-213 under MODS Zone-2, Dhaka WASA.
Tender Ref: 46.05.0000.405.39.038.24
Lot No(s): Single

ITT Clause	4. Eligible Tenderers
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4.2 Only Enlisted Contractors of the categories (nature of business) specified in the TDS are eligible to participate in the Tender under Limited Tendering Method (LTM).

Only Enlisted Contractors of DWASA of the categories Civil are eligible.

B. Tender Document

ITT Clause	6. Clarification of Tender Document
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6.2 A prospective Tenderer requiring any clarification of the e-TD shall be allowed to post clarification as stated under ITT Sub Clause 6.1 till the date and time as specified in the TDS.

Allowed to post clarification till 19-May-2025 17:00

C. Qualification Criteria

ITT Clause	9. Financial Criteria
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9.1 Tenderer shall have minimum liquid assets, i.e. working capital or credit line(s), from any Scheduled Bank, net of other contractual

The minimum amount of liquid assets or working capital or credit facilities of the Tenderer shall be Tk.3,00,000/- (Three Lakh Taka Only).

ITT Clause	10. Essential Equipment
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10.1 If so specified in the TDS, the essential equipment shall have to be owned or leased or hired by the Tenderer

The essential equipment required: Not Applicable.

ITT Clause	11. Personnel
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11.1 Tenderer shall have the Key Technical Personnel with qualification & experience as specified in TDS

The Key Personnel required: Not Applicable.

D. Tender Preparation

ITT Clause	15. Contents of Tender
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(i) Any other document as specified in the TDS.

	Tenderer shall submit with its Tender, the following additional documents: (a) upto date Trade license (b) valid VAT Registration Certificate (c) Valid Updated Income Tax Clearance Certificate (d) Copy of updated enlistment/renewal certificate as 1st/2nd /3rd class Civil Contractor of DHAKA WASA.. (e) Similar Work Certificates. (f). Methodology of works with mentioning involvement of Engineer, Technician, sweeper etc. (g).List of skilled manpower of tenderer (Engineer, foreman,painter etc.).
ITT Clause	19. Validity Period of Tender
	19.1 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission deadline prescribed by the PE.
	The Tender Validity period shall be 90 days.
ITT Clause	20. e-Tender Security
	20.2 If so specified in the TDS, amount of the Tender Security may be determined on the basis of different percentages for each lot, but the amount in fixed as specified in TDS.
	The amount of the Tender Security shall be Tk. 14,000/- (Fourteen thousand Taka only).
E. e-Tender Submission	
ITT Clause	26. Deadline for lodgement of e-Tender
	26.1 e-Tenders shall be lodged to the e-GP System no later than the date and time specified in the TDS.
	The deadline for lodgment of e-Tenders is 02-Jun-2025 11:33.
G. e-Contract Award	
ITT Clause	38. Performance Security
	38.1 The Performance Security shall be provided by the successful Tenderer in the amount as specified in the TDS.
	The amount of Performance Security shall be 5%(Five percent) of the Contract Price.