

Proposal Detail

Proposal ID :	739221	Invitation Reference No. :	46.05.0000.412.90.130.22.L9
Opening Date and Time :	26-Oct-2022 11:00	Opening Date and Time :	26-Oct-2022 11:00
Procuring Entity :	Office of the EE, MODS Zone-7, Dhaka WASA		
Brief :	Repairing of water line leakage at south side of Dhaka-Chittagong road under MODS Zone-7 area, Dhaka WASA (Package-9)		
Tender/Proposal Status :	NOA Issued		

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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

A. General

ITT Clause 1. Scope of Tender

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 PE is Executive Engineer, MODS Zone-7, Dhaka WASA.

The Name of the Tender is: Repairing of water line leakage at south side of Dhaka-Chittagong road under MODS Zone-7 area, Dhaka WASA (Package-9)
Brief Description of the Works: Repairing of water line leakage at south side of Dhaka-Chittagong road under MODS Zone-7 area, Dhaka WASA (Package-9)
Tender Ref: 46.05.0000.412.90.130.22.L9
Lot No(s): Single Lot

ITT Clause 4. Eligible Tenderers

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 the categories (Civil Contractors) under Dhaka WASA are eligible.

B. Tender Document

ITT Clause 6. Clarification of Tender Document

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 : Not Applicable

C. Qualification Criteria

ITT Clause 8. Financial Criteria

8.1 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 4.00 (Four) Lakh. The Bank statement shall support of liquid Assets and/or, credit facility or Authenticated documents. The certificates issued before the date of publication of IFT shall not be accepted.

ITT Clause 10. Essential Equipment

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

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

(i) Any other document as specified in the TDS.

Tenderer shall submit with its Tender, the following additional documents:

1. Up to date Trade Licence.
2. VAT Registration Certificate.
3. Up to date Income Tax Certificate with TIN number.
4. Up to date only Civil Enlistment document in Dhaka WASA.
5. Liquid Asset Certificates.

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 (Ninety) 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 is fixed as specified in TDS.

Tender Security shall be required.
The amount of the Tender Security shall be Tk. 12,000/- (Twelve Thousand Taka) Only.

E. e-Tender Submission

ITT Clause 26. Deadline for lodgement of e-Tender

সত্যায়িত
বিমল
২৬/১০/২০
মোঃ আফজাল হোসেন
সহকারী প্রকৌশলী
মডস জোন-৭, ঢাকা ওয়াসা

and be lodged to the e-GP System no later than the date and time specified in the TDS.
for lodgment of e-Tenders is 26-Oct-2022 at 11:00 am

G. e-Contract Award

Performance Security

8.1 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.

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

GCC Clause Amendments of, and Supplements to, Clauses in the General Conditions of Contract

A. General

GCC Clause	1. Definitions
	(i) 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.
	The Site is located at South side of Dhaka-Chittagong Road under MODS Zone-7 area, Dhaka WASA and is defined in drawings No: None
	(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.
	The Works consist of Repairing of water line leakage at south side of Dhaka-Chittagong road under MODS Zone-7 area, Dhaka WASA (Package-9)
	(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 Executive Engineer, MODS Zone-7, Dhaka WASA, Holding No.-107/1A/1A (5th floor), North Jatrabari, Near Jatrabari Ideal School and College, Dhaka-1204.
	(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 Procuring Entity is Executive Engineer, MODS Zone-7, Dhaka WASA.

GCC Clause 3. Documents Forming the Contract and Priority of Documents

- (j) any other document listed in the PCC forming part of the Contract.
- Other documents forming part of the Contract are any Amendment

GCC Clause 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; 07 (Seven) days from the possession of the site or As per direction of the Project Manager.

B. Time Control

GCC Clause	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 07 (Seven) days from the possession of the site or As per direction of the Project Manager.
GCC Clause	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 45 (Forty Five) days from the start date or As per direction of the Project Manager.
GCC Clause	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 10 (Ten) days of signing the Contract.

C. Quality Control

GCC Clause	19. Correction of Defects
	The Contractor shall be responsible for the correction 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 6 (Six) months.

D. Cost Control

GCC Clause	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
	The following additional events shall also be the Compensation Events: None
GCC Clause	30. Liquidated Damages

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 works or for any part thereof.

of Liquidated Damages or in other words Delay Damages is 0.05 of ONE (1) percent of final Contract price of the uncompleted Works or any part thereof of it's per day of delay.

Total amount of Liquidated Damages shall not exceed the amount defined in the PCC.

Total amount of Liquidated Damages for the uncompleted Works or any part thereof is 10 (Ten) percent of the final Contract price of the whole of the Works.

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 Procuring Entity's additional cost for completing the uncompleted Works, is 10 (Ten) percent.

G. Disputes and Settlement

GCC
Clause

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;
Chief Engineer, Dhaka WASA, 7th Floor WASA Bhaban, 98 Kazi Nazrul Islam Avenue, Dhaka-1215.

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