

View TDS

Tender/Proposal Detail			
Tender/Proposal ID : 1013451		Invitation Reference No. :	46.05.0000.407.07.039.24.e-IFT-01
Closing Date and Time :	03-Oct-2024 14:00	Opening Date and Time :	03-Oct-2024 14:00
Procuring Entity :	Office of the EE, MODS Zone-3, Dhaka WASA		
Brief :	Repair of Water Line Leakage with Related Works at DMA-312 & DMA-313 Area under MODS Zone-3, Dhaka WASA.		

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-3, Dhaka WASA. The Name of the Tender is: Repair of Water Line Leakage with Related Works at DMA-312 & DMA-313 Area under MODS Zone-3, Dhaka WASA. Brief Description of the Works: Repair of Water Line Leakage with Related Works at DMA-312 & DMA-313 Area under MODS Zone-3, Dhaka WASA. Tender Ref: 46.05.0000.407.07.039.24.e-IFT-01 Lot No: B-6.2.5/MZ-3
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).
	Tenderer possessing updated valid enlistment certificate of civil contractor (1st/2nd/3rd class) under Dhaka Water Supply and Sewerage Authority (Dhaka WASA) with company registered address at Dhaka district are eligible to participate in this Tender.
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: N/A
C. Qualification Criteria	
ITT Clause	9. Financial Criteria
	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. 1,50,000.00 (Tk. One Lakh Fifty Thousand Only). Note: i) Conditional liquid asset certificate will not be accepted. ii) Liquid asset certificate issued before the publication of IFT will 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
	Not Applicable
ITT Clause	11. Personnel
	11.1 Tenderer shall have the Key Technical Personnel with qualification & experience as specified in TDS
	Not Applicable
D. Tender Preparation	
ITT Clause	15. Contents of Tender
	(i) Any other document as specified in the TDS.
	Tenderers shall submit with its Tender, the following additional documents: 1. Updated DWASA's Enlistment certificate as 1st/2nd/3rd class Civil contractor. 2. Updated Tax Payment certificate.
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 is fixed as specified in TDS.
	Tender Security shall be required. The amount of the Tender Security shall be Tk. 8,000.00 (Eight Thousand 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 03-Oct-2024; Time: BST 14:00
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.

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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 [Jayanta Saha, Office of the EE, MODS Zone-3, Dhaka WASA,	
Address	: Lalmatia Water Tank Compound, Lalmatia
City	: Dhaka
Thana	: Dhaka North City Corporation
District	: Dhaka - 1207
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 [Jayanta Saha { Executive Engineer (CC) at Office of the EE, MODS Zone-3, Dhaka WASA }]	
(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
Dhaka	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	Repair of Water Line Leakage with Related Works at DMA-312 & DMA-313 Area.
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	i) Any Amendment
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 Oct 2024]	
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 [30 Oct 2024]	
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 [13 Dec 2024]	
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 [1] 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 [6] 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.

Liquidated Damages for the uncompleted Works or any part per day of delay (%)	The maximum amount of Liquidated Damages (%)
0.050	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 [10.000] 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, 7th Floor, WASA Bhaban, Kazi Nazrul Islam Road. Dhaka 1207.]