

Section 1. Instructions to Tenderers

A. General	
1. Scope of Tender	1.1 The Procuring Entity, as indicated in the Tender Data Sheet (TDS) issues this Tender Document for the supply of Goods, and related services incidental thereto, as specified in the TDS and as detailed in Section 6: Schedule of Requirements.
2. Corrupt, Fraudulent, Collusive or Coercive Practices	2.1 The Government requires that the Procuring Entity as well as the Tenderers shall, observe the highest standard of ethics during implementation of the Procurement proceedings and the execution of Contracts under public funds.
	2.2 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against any Tenderer or Supplier in competing for, or in executing, a contract under public fund, Procuring Entity shall - (a) exclude the concerned Tenderer from further participation in the particular Procurement proceeding; or (b) reject any recommendation for award that had been proposed for that concerned Tenderer or; (c) declare, at its discretion, the concerned Tenderer to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.
3. Eligible Tenderers	3.1 This Invitation for Tenders is open/limited to Tenderers as specified in the TDS.
	3.2 Tenderers shall have the legal capacity to enter into the Contract under the Applicable Law.
	3.3 Tenderers shall be enrolled in the relevant professional or trade organisations registered in Bangladesh.
	3.4 Tenderers shall have fulfilled its obligations to pay taxes under the provisions of laws and regulations of Bangladesh.
	3.5 Tenderers and all parties constituting the Tenderer shall not have a conflict of interest.
	3.6 Tenderers in its own name or its other names or also in the case of its Persons in different names, shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices as stated under ITT Clause 2.

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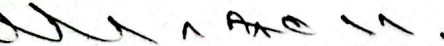
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	3.7 Tenderers are not restrained or barred from participating in Public Procurement on grounds of poor performance in the past under any Contract. 3.8 Tenderers shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing. 3.9 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity will reasonably request.
B. Tender Document	
4. Tender Document	4.1 All the Sections provided in this Document shall comprise the Tender Document and shall be read in conjunction with any addendum issued under ITT Clause 6.
5. Clarification of Tender Documents	5.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address and within time as indicated in the TDS.
6. Addendum to Tender Documents	6.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity on its own initiative or in response to a clarification request in writing from a Tenderer, may revise the Tender Document by issuing an Addendum. 6.2 The Addendum issued under ITT Sub Clause 6.1 shall become an integral part of the Tender Document and shall have a date and an issue number and must be circulated by fax, mail or e-mail, to Tenderers who have purchased the Tender Documents. 6.3 If an Addendum is issued when time remaining is less than one-third of the time allowed for the preparation of Tenders, the Procuring Entity shall extend the deadline by an appropriate number of days for the submission of Tenders, depending upon the nature of the Procurement requirement and the addendum. The minimum time for such extension shall not be less than three (3) working days.
C. Qualification Criteria	
7. General Criteria	7.1 Tenderers shall possess the necessary qualifications and competence, which entails setting pass/fail criteria, which if not met by the Tenderers, will result in consideration of its Tender as non-responsive. 7.2 In addition to meeting the eligibility criteria, as stated under ITT Clause 3, the Tenderer must satisfy the other criteria stated under ITT Clause 7 to 9 inclusive.

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	7.3 To qualify for multiple number of contracts/lots in a package made up of this and other individual contracts/lots for which Tenders are invited in the Invitation for Tenders, the Tenderer shall demonstrate having resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts except for general experience as stated under ITT Sub Clause 8.1(a) and specific experience, unless otherwise of different nature, as stated under ITT Sub Clause 8.1(b).
8. Experience Criteria	8.1 Tenderers shall have the following minimum level of supply experience to qualify for supplying the Goods and related Services under the contract: (a) a minimum number of years of general experience in the supply of Goods and related services as specified in the TDS; (b) specific experience of satisfactory completion of supply of Goods similar to the proposed goods in at least one contract with a minimum value, over the period, as specified in TDS.
9. Financial Criteria	9.1 Tenderers shall have the availability of minimum liquid assets, net of other contractual commitments, of the amount as specified in the TDS.
10. Subcontractor(s)	10.1 The successful Tenderer shall under no circumstances assign the supply of Goods or any part of it to the Subcontractor(s).
D. Tender Preparation	
11. Only One Tender	11.1 Tender being invited for one or more items on an "item-by-item" basis, each such item shall constitute a Tender. Tenderers shall submit only one (1) Tender for one or more items of each lot or single lot of a package. Tenderer who submits more than one (1) Tender in one or more item (s) of one (1) lot will cause all the Tenders of that particular Tenderer to be rejected. 11.2 Tender being invited for a single lot/package, the single lot/package shall constitute a Tender. Tenderers shall submit only one (1) Tender for the lot/package. Tenderer who submits more than one (1) Tender in the lot/package will cause all the Tenders of that particular Tenderer to be rejected. 11.3 Tender being invited for a number of lots on a "lot-by-lot" basis, each such lot shall constitute a Tender. Tenderers shall submit only one (1) Tender for each lot. Tenderer who submits more than one (1) Tender in one (1) lot of the package will cause all the Tenders of that particular Tenderer to be rejected.

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Section 2. Tender Data Sheet

Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics and under lined mentioned for the relevant ITT Clauses.

ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. General	
ITT 1.1	The Procuring Entity is Mohammad Nazrul Islam, Executive Engineer, MODS Zone-2, Dhaka WASA The Name of the Tender is: Locating, Raising & Cleaning of Air Release Valve, washout line, DMA Chamber & Bulk Meter Chamber at DMA-208/B & DMA-209/A Under MODS Zone-2, Dhaka WASA.
ITT 3.1	All potential Tenderers of Bangladesh are eligible to participate in the Procurement process. Tenderers possessing updated valid enlistment under [<i>insert name of this Procuring Entity</i>] are eligible to participate in the Procurement process: Not applicable
B. Tender Document	
ITT 6.1	For <u>clarification of Tender Document purposes only</u> , the Procuring Entity's address is: The Procuring Entity is Mohammad Nazrul Islam, Executive Engineer MODS Zone-2, Dhaka WASA. 144/1, Water Works Road (1st floor), Dhaka-1211 Telephone: 57318295
C. Qualification Criteria	
ITT 9.1(a)	The minimum number of years of general experience of the Tenderer in the supply of Goods as Supplier shall be 01 years.
ITT 9.1(b)	The minimum specific experience as Supplier in supply of Goods of at least one (1) contract successfully completed within the last [3] years, with a value of at least Tk. 3 (Three Lac) Lac
ITT 10.1	The minimum amount of liquid assets i.e working capital or credit line(s) of the Tenderer shall be Tk10 (Ten Lac)

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D. Preparation of Tender

ITT 15.3	The tender documents: a) Valid Trade licence. b) Current Vat Registration certificate. c) Income Tax clearance certificate. d) Copy of update enlistment/renewal certificate in 1 st /2 nd /3 rd class Civil/Electrical/Mechanical Contractor of Dhaka WASA.
ITT 19.1	The Tender Validity period shall be 60(Sixty) days.
ITT 20.1	The amount of the Tender Security shall be Not Applicable
ITT 20.6	No Tender Security shall be required
E. Submission of Tender	
ITT 22.1	For <u>Tender submission purposes</u> only, the Procuring Entity's address is: Attention: Mohammad Nazrul Islam Address: Executive Engineer MODS Zone-2, Dhaka WASA. 144/1, Water Works Road (1st floor), Dhaka-1211 Telephone: 57318295 The deadline for submission of Tenders is: Time: 12.00 A.M& Date:06.11.2024

F. Opening and Evaluation of Tenders

ITT 24.1	The Tender opening shall take place at : Address: Executive Engineer MODS Zone-2, Dhaka WASA. 144/1, Water Works Road (1st floor), Dhaka-1211 Time: 13.00 P.M& Date:06.11.2024
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G. Contract Award

ITT 37.1	The amount of Performance Security shall be 10 percent of the Contract Price and, no Retention Money shall be deducted from the successful Tenderer's payable invoices during Contract implementation, if awarded the Contract.
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Section 3 .General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined term:

- (a) **Completion Schedule** means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
- (b) **Contract Agreement** means the Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
- (c) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto;
- (d) **Contract Price** means the price stated in the Notification of Award and thereafter as adjusted in accordance with the provisions of the Contract; ;
- (e) **Day** means calendar days unless otherwise specified as working days;
- (f) **Delivery** means the transfer of ownership of the Goods from the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract;
- (g) **Goods** means raw materials, products and equipment and objects in solid, liquid or gaseous form, electricity, and related Services if the value of such Services does not exceed that of the Goods themselves;
- (h) **Government** means the Government of the People's Republic of Bangladesh;
- (i) **Procuring Entity** means a Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using public funds, as specified in the PCC;
- (j) **Related Services** means Services linked to the supply of Goods contracts;
- (k) **Supplier** means a Person under contract with a Procuring Entity for the supply of Goods and related Services under the Act;
- (l) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

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2. Corrupt, Fraudulent, Collusive or Coercive Practices

2.1 The Government requires that Procuring Entity as well as the Supplier shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-

- (a) strict compliance with the provisions of Section 64 of Public Procurement Act 2006 (Act 24 of 2006);
- (b) abiding by the code of ethics as mentioned in the Rules of the Public Procurement Rules, 2008;
- (c) that neither it's any officer nor any staff or any other agents or intermediaries working on its behalf engages in practice as detailed in the Rule 127.

2.2 If corrupt, fraudulent, collusive or coercive practices of any kind are determined by the Procuring Entity against the Supplier alleged to have carried out such practices, the Procuring Entity will,

- (a) exclude the Supplier from further participation in particular Procurement proceeding; or
- (b) declare, at its discretion, the Supplier to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.

3. Documents Forming the Contract and Priority of Documents

3.1 The following documents forming the Contract shall be in the following order of precedence, namely:

- (a) the signed Contract Agreement;
- (b) the Notification of Award;
- (c) The completed Tender;
- (d) Particular Conditions of Contract;
- (e) General Conditions of Contract;
- (f) Technical Specifications;
- (g) Priced Schedule and Schedule of Requirements and ;
- (h) Other Documents as appropriate.

4. Assignment

4.1 The Supplier shall not assign his rights or obligations under the Contract, in whole or in part.

5. Supplier's Responsibilities

5.1 Delivery of the Goods and completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6: Schedule of Requirements. The documents to be furnished by the Supplier shall be specified in the PCC.

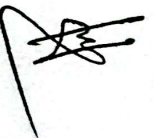
6. Procuring Entity's Responsibilities

6.1 The Procuring Entity shall pay the Supplier, in consideration of the provision of Goods and Related Services, the Contract Price under the provisions of the Contract at the times and manner prescribed in the Contract Agreement.

7. Acceptance

7.1 Acceptance by the Procuring Entity shall be completed in the form of an Acceptance Certificate, unless any defects in the supply, or damage during transportation or any failure to meet the required performance criteria of the supply are identified and reported to the Supplier.

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7.2 Technical Inspection and Acceptance Committee (TIAC), if considered appropriate and constituted by the Procuring Entity shall commence the inspection and acceptance process within twenty-four(24) hours from delivery of the goods, and shall complete the same as soon as practicable.

8. **Contract Price** 8.1 The Contract Price shall be as specified in the PCC

9. **Transportation** 9.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination as specified in Section 6: Schedule of Requirements.

10. **Terms of Payment** 11. The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

On Delivery and Acceptance:Hundred (100) percent of the Contract Price of the Goods delivered shall be paid after submission of documents specified in GCC Clause 5, supported by the Acceptance Certificate issued by the Procuring Entity pursuant to GCC Clause 7

12. **Performance Security** 11.1 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract and, the Procuring Entity shall not make any claim under the security, except for amounts to which the Procuring Entity is entitled under the Contract.

11.2 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations as stated under GCC Clause 13, provided that there are no claims filed against the Supplier.

Delays in Delivery and Extensions of time 14.1 The Supplier shall deliver the Goods or perform the services within the period , as specified in the Delivery and Completion Schedule.

14.2 The Procuring Entity may extend the Delivery and Completion Schedule by twenty (20) percent of the original Contract time on reasonably acceptable grounds. In the case an extension of the Delivery and Completion Schedule required is or will be more than twenty (20) percent of the original Contract time, approval of the Head of the Procuring Entity or an officer authorized by him or herfor the same shall be required to be obtained.

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14. Liquidated Damages

15.1 If the Supplier fails to complete the delivery of Goods and services within the Delivery and Completion Schedule specified in the contract or as extended, the Procuring Entity shall, as Liquidated Damages, deduct from the Contract Price, a sum at the rate of per day of delay as specified in the PCC, of the contract value of undelivered Goods and related services or part thereof due after the Delivery and Completion Schedule or as extended. The total amount of Liquidated Damages shall not exceed the amount specified in the PCC. The Procuring Entity may deduct the Liquidated Damages from payments due to the Supplier. Payment of Liquidated Damages shall not affect the Supplier's liabilities.

15. Termination for Default

16.1 The Procuring Entity without prejudice to any other remedy for breach of Contract, by giving twenty-eight (28) days written notice in default sent to the Supplier, may terminate the Contract in whole or in part, if:

- (a) the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension of time thereof granted by the Procuring Entity pursuant to GCC Clause 14.2; or
- (b) the Supplier fails to perform any other obligation under the Contract; or
- (c) the Supplier, in the judgment of the Procuring Entity, is engaged in corrupt, fraudulent, collusive or coercive practices, as stated under GCC Clause 2, in competing for or in executing the Contract; or
- (d) when the deductible amount due to Liquidated Damages reaches its maximum as stated under GCC Clause 15.

16.1 In the event the Procuring Entity terminates the Contract in whole or in part, as stated under GCC Clause 16.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or related services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or related services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

16. Contract Amendment

17.1 Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendments signed by the parties.

17.2 The Procuring Entity shall amend the Contract, incorporating changes approved in accordance with the Delegation of Financial Power or sub-delegation thereof and, introduced to the original Terms and Conditions of the Contract.

17. Settlement of Disputes

18.1 Amicable Settlement:

The Procuring Entity and the Supplier shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract.

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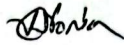

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Contract or its interpretation.

18.2 Arbitration

- (a) If the Parties are unable to reach a settlement under GCC Clause 18.1 within twentyeight (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 in accordance with GCC SubClause 18.2(b);
- (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.



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Section 4. Particular Conditions of Contract

Instructions for completing the Particular Conditions of Contract are provided, as needed, in the notes in the relevant GCC Clauses mentioned for the relevant GCC Clauses

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1 (i)	The Procuring Entity is Mohammad Nazrul Islam Executive Engineer MODS Zone-2, Dhaka WASA. 144/1, Water Works Road (1st floor), Dhaka-1211 Phone: 57318295 The documents to be furnished by the Supplier shall be as follows. Not Applicable
GCC 5.1	The Contract price is Tk.
GCC 8.1	The Warranty Period is 06 (Six) Month
GCC 13.1	The amount of Liquidated Damages is [insert between 0.05 and 0.10] of the contract value of the undelivered Goods or any part thereof (1) percent of the contract value of the Delivery and Completion Schedule or any part thereof delivered after expiry of the Delivery and Completion Schedule, as applicable, per day of delay.
GCC 15.1	Delivery and Completion Schedule, as applicable <u>Guide to application of GCC Sub Clause 15.1 above</u> <u>Liquidated damages is equivalent to an amount to be determined in accordance with the following formulae</u> $T = V \times P \times n$ Where; T = Total amount of Liquidated Damages V = Contract Value of undelivered Goods or any part thereof, delivered after expiry of Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable P = Percent-rate at which the Liquidated Damages shall be imposed per day of delay n = No of days delayed for delivery of the undelivered Goods or any part thereof, after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable.
GCC 18.2(b)	The maximum amount of Liquidated Damages for the undelivered Goods or any part thereof is [inserts ten (10)] percent of the final Contract Price of the whole of the Goods and related services. Arbitration shall take place in: Director (Technical), Dhaka WASA.

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Handwritten signature.

Section 5. Tender Forms&Contract Forms

Form	Title
Tender Forms	
PG2 - 1	Tender Submission Letter
PG2 - 2	Price Schedule for Goods& related services
PG2 - 3	Specifications Submission and Compliance Sheet
PG2 - 4	Bank Guarantee for Tender Security (if applicable and, when this option is chosen)
PG2-5	Bank's Letter of Commitment for Line of Credit (when this option is chosen)

Forms PG2-1 to PG2-5 comprises part of the Tender.

Contract Forms

PG2 - 6	Notification of Award
PG2 - 7	Contract Agreement
PG2 - 8	Bank Guarantee for Performance Security(when this option is chosen)

Forms PG2-6 to PG2-8 comprises part of the Contract.



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Tender Submission Letter/Form PG2 – 1)

This letter shall be completed and signed by the Tenderer on the Letter-Head pad!

To:

Date :

Mohammad Nazrul Islam

Executive Engineer

MODS Zone-2, Dhaka WASA.

144/1, Water Works Road (1st floor), Dhaka-1211

Phone: 57318295

Invitation for Tender No: 46.113.405.00.00.2024-25.308, Date: 22-10-2024

Tender Package No: Lot No (when applicable):

In accordance with ITT Clauses 15 and 16, the following prices apply to our Tender:

The Tender Price is: (ITT Clause 15)	Taka [in figures]: ৪,৬৮,২৫৮.০২ and Taka [in words]: চার লাখ ছয় হাজার পঁচাত্তর টাকা মাত্র।
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In signing this letter, and in submitting our Tender, we also confirm that:

- our Tender shall be valid for the period stated in the Tender Document (ITT Suit Clause 19.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- we have examined and have no reservations to the Tender Document, issued by you on *[insert date]* including Addendum, if any.
- a Tender Security is attached in the form of a *[Pay Order / Bank Draft / Bank Guarantee]* in the amount stated in the Tender Document (ITT Clause 20) and valid for a period of twenty eight (28) days beyond the Tender Validity date *[delete if not appropriate]*;
- we, declare that we are eligible to participate in this Tender and meet the eligibility criteria specified in the Tender Document (ITT Clause 3);
- furthermore, we are aware of ITT Clause 2.2 concerning such practices and pledge no to indulge in such practices in competing for or in executing the Contract;
- we are not participating as Tenderers in more than one Tender in this Tendering process; We understand that your written Notification of Award shall become a binding Contract between us, until a formal Contract is prepared and executed.

Signature:	
Name:	
In the capacity of:	

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