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Tender/Proposal ID :	1110000	Invitation Reference No. :	46.113.637.00.00.113.2025/Not-R-34
Closing Date and Time :	28-May-2025 13:00	Opening Date and Time :	28-May-2025 13:00
Procuring Entity :	Office of the EE, Dasherbandi Sewage Treatment Plant, Dhaka WASA		
Brief :	Procurement of Chemical (Sodium Hydroxide-NaOH) for Dasherbandi STP (Lot-4).		
Tender/Proposal Status :	Live		

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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
	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 supply of Goods, and related services incidental there to, as specified in the TDS. The name of the Tender and the number and identification of its constituent lot(s) are stated in the TDS.
	The PE is Md. Momtajur Rahman, Executive Engineer, DSTP, Dhaka WASA The Name and identification number of Tender are :Procurement of Chemical (Sodium Hydroxide (NaOH)) for Dasherbandi STP (Lot-4) The number, identification and name of lots comprising the Tender are:46.113.637.00.00.113.2025 & Single Lot
ITT Clause	3. Source of Funds
	3.1 The PE has been allocated public funds from the source as indicated in the TDS and intends to apply a portion of the funds to eligible payments under the contract for which this e-TD is issued.
	The source of public fund is own fund of Dhaka WASA.
	3.3 Payments by the development partner, if so indicated in the TDS, will be made only at the request of the Government and upon approval by the development partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.
	None
ITT Clause	5. Eligible Tenderers
	5.1 This Invitation for Tenders is open to all potential Tenderers from all countries, except for any specified in the TDS
	Tenderers from the following countries are not eligible: Israel and the country(s) with whom Bangladesh Government has decided not to have trade relation.
ITT Clause	6. Eligible Goods and related services
	6.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country specified in the TDS.
	Goods and related Services from the following countries are not eligible: Israel

B. e-Tender Document

ITT Clause	10. Clarification of e-TD
	10.2 A prospective Tenderer requiring any clarification of the e-TD shall be allowed to post clarification as stated sub clause 10.1 till the date and time as specified in the TDS, but not later than the date of pre-tender meeting as stated under ITT clause 11, if held
	Allowed to post clarification -N/A
ITT Clause	11. Pre-Tender Meeting
	11.1 To clarify issues and to answer questions on any matter arising in the e-TD, the PE may, if stated in the TDS, hold a Pre-Tender Meeting
	A Pre- Tender meeting shall not be held.
	11.2 Pre-Tender Meeting will be held online on the date and time as specified in the TDS. Clarifications to the queries of the Tenderer will be made online, and also responses will be shared through dashboard of the Tenderer, who have purchased the e-TD
	Pre- Tender meeting - N/A

C. Qualification Criteria

ITT Clause	15. Experience Criteria
	15.1 Tenderer 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; and (b) Specific experience of satisfactory completion of supply of Goods similar to the proposed goods in at least a number of contract(s) and, each with a minimum value over the period, as specified in TDS; and

	((a) The minimum years of general experience of the Tenderer for supplying of any kinds of Chemical/goods and related services of supplier must be 5 years. The years of IFT in the e-GP system will count from the date of publication. (b) The minimums specific experience as supplier for supplying of any kinds of chemical the supplier must successfully complete 01 contract, the contract value at least 180.00 lakh or successfully complete 02 contracts, where each contract amount is 130.00 lakh, i.e. total contract amount is 260.00 lakhs, which must be completed within the last 03 years..
ITT Clause	16. Financial Criteria
	(a) Availability of minimum liquid assets i.e. working capital or credit line(s) from any Scheduled Bank, net of other contractual commitments of the amount as specified in the TDS. The minimum amount of liquid assets i.e. working capital or credit line(s), net of other contractual commitments against this particular tender ID is Tk180 Lakh.
D. Tender Preparation	
ITT Clause	22. Contents of e-Tender
	(m) Any other document as specified in the TDS. The Tenderer shall submit with its e-Tender the following additional documents: (a) Manufacturers ISO-9001:2008 / ISO-14001 certificate. (b) Compliance of Specification by the manufacturer. (c) Authorization Letter from the Manufacturer. (d) The supplier shall submit the proven documents to comply the production capacity of the manufacture is 2000 M. Ton per year. (e) Declaration of the manufacturer's own vehicle facility for carrying the chemicals, especially in case of NaOH. (f) Tenderer to submit 10 (kg or Liter) Chemical [Sodium Hydroxide (NaOH)] as sample to Dasherbandi STP before 26/05/2025. The sample will be tested at Dasherbandi STP LAB in presence of the tenderer nominated person. After that a test report will be issued on that day from PE office, if the test report comply to the approved specification. Otherwise the test report will not be issued. The issued test report must be uploaded by the tenderer in the e-GP system before opening the tender.
ITT Clause	23. Tender Prices
	23.2 Tenders are being invited either for one or more items on an 'item-by-item' basis or a single lot or for a number of lots on 'lot-by-lot' basis, as specified in the TDS. Tenders are being invited for single lot.
ITT Clause	25. Documents Establishing the Conformity of the Goods and related services
	(b) if so required in TDS, Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc. necessary for the proper and continuing functioning of the Goods during the period specified in the TDS, following commencement of the use of the Goods by the PE and Spare parts are: Not required
ITT Clause	26. Documents Establishing Qualifications of the Tenderer
	(b) that, if required in the TDS, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization Letter (Form e-PG3-5) furnished in Section 5: Tender and Contract Forms, to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply the Goods to Bangladesh.; and Manufacturer's authorization is: Required (c) that, if required in the TDS, in case of a Tenderer not doing business within Bangladesh, the Tenderer is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance. After sales service is: Required.
ITT Clause	27. Validity Period of Tender
	27.1 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission deadline as stated under ITT Clause 36. The Tender validity period shall be 180 days
ITT Clause	29. e-Tender Security
	29.2 Amount of the e-Tender security may be determined on the basis of different percentages for each lot, but the amount is fixed as specified in TDS, if so indicated that the e-Tenders are invited on lot-by-lot basis under ITT Sub clause 23.2, The amount of the Tender Security shall be BDT 550000.00 (Five Lakh Fifty Thousand). 29.3 One e-Tender security, at the percentage as specified in TDS, of the total value of the items offered by the Tenderer, may be submitted, if so indicated that the Tenders for one or more items are invited on an 'item-by-item basis',. The Tender security at the percentage 2-3%
E. Tender Submission	
ITT Clause	36. Deadline for lodgment (e-submission) of e-Tender
	36.1 e-Tenders shall be lodged to the e-GP system not later than the date and time specified in the TDS. The deadline for lodgment of e-Tenders is 28-May-2025 12:00
G. Contract Award	
ITT Clause	53. PE's Right to Vary Quantities
	53.1 PE reserves the right at the time of Contract Award to increase or decrease the quantity, per item, of Goods and related services originally specified in Price Schedule, provided this does not exceed the percentages indicated in the TDS, and without any change in the unit prices or other terms and conditions of the Tender and the e-TD. The maximum percentage by which quantities per item may be increased is 20 % (percent).

Clause	
	55.1 Performance Security shall be furnished by the successful Tenderer in the amount as specified in the TDS.
	The amount of Performance Security shall be ten (10) percent of the Contract Price.



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Particular Conditions of Contract

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Particular Conditions of Contract

PCC Clause

1. Definitions

(j) Procuring Entity (PE) means a Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using public funds, as specified in the PCC;

The PE is [Md. Momtajur Rahman, Office of the EE, Dasherbandi Sewage Treatment Plant, Dhaka WASA,

Address	: Aftabnagar, Khilgaon, Dhaka
City	: Dhaka
Thana	: Dhaka North City Corporation
District	: Dhaka - 1219
Country	: Bangladesh

] The Development Partner is [None]

(o) Site means the point(s) of delivery named in the PCC

Sl. No	Site location	Site detailed information
1	Dhaka WASA.	Dasherbandi Sewage Treatment Plant Sub Store in Dhaka WASA.

5.Documents Forming the Contract and the order of precedence

(i) Price and Completion Schedule for Related Services;

Sl. No	Other documents forming part of the Contract
1	The following documents shall also be part of the Contract: (i) Manuals, catalogues, Brochures, Leaflets etc. containing manufacturers reputation, detailed specifications, dimensions and material quality certificate etc. (ii) Company profile, detailed address of the factory, Telephone No., Fax No., Website address & e-mail account of the proposed Manufacturer. (iii) Compliance with Specification by the manufacturer. (iv) Warranty Certificate by the Manufacturer and local agent/supplier [1(one) year warranty from the date of acceptance of the supplied goods]. (v) Manufacturer Authorization Letter.

11. Communications and Notices

11.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the addresses specified in the PCC

For notices, the PE's contact details shall be:

Telephone:
Facsimile number:
Electronic mail address:

For notices, the Supplier's contact details shall be:
Attention:
Address:
Telephone:
Facsimile number:
Electronic mail address:

18.Scope of Supply

18.1 Subject to the PCC, the Goods and Related Services to be supplied shall be as specified in e-PG3-3A and e-PG3-3B : Price and Delivery Schedule for Goods and Price and Completion Schedule for Related Services.

Sl. No	The scope of Supply
1	The scope of Supply shall be defined in: Section 5 [Price and Delivery Schedule for Goods (Form e-PG3-3A), Price and Delivery Schedule for Related Services (Form e-PG3-3B), Technical Specifications and Compliance of Goods and related services

22. Packing and Documents

22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract as stated under GCC Clause 22.1, including additional requirements, if any, specified in the PCC, and in any subsequent instructions ordered by the PE.

Sl. No	The packages packing, marking and documentation
1	The manufacturer will deliver the Chemical (Sodium Hydroxide-NaOH) to DasherKandi STP in its own vehicle.

23. Delivery and Documents

23.1 Subject to GCC Sub-Clause 19, the 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.

Sl. No	The documents to be furnished by the Supplier
1	The documents to be furnished by the Supplier as follows: a. Copies of Suppliers invoice showing goods description, quantity; b. Delivery note c. manufacturers/ suppliers warranty certificate ; d. inspection certificate issued by the nominated inspection agency (or PE) and/ or the suppliers factory inspection report (if any); e. Certificate of origin. f. The invitation letter from the manufacturer's factory must be provided for the factory visit.

25. Contract Price

25.1 The Contract Price shall be specified in the PCC.

The original Contract price is [null]

25.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the price as stated under GCC Sub-Clause 25.1, with the exception of any change in price resulting from a Change Order issued under GCC Clause 19, or if applicable, adjustments authorized in accordance with the price adjustment provision specified in the PCC.

The Prices charged for the Goods supplied and the Related services performed shall not be adjustable.

27. Terms of Payment

27.1 The Contract Price, including any Advance Payments, if applicable, shall be paid in the manner as specified in the PCC.

Advance Amount Percentage	Days to Complete Advance Payment	On Delivery and Acceptance Percentage	On Delivery and Acceptance Due Date supported by the Acceptance Certificate issued by the PE
0.000	0	100.000	30

27.3 Payments shall be made promptly by the PE, but in no case later than the days indicated in the PCC after submission of an invoice or request for payment by the Supplier, and after the PE has accepted it.

Payments shall be made in the case later than the date [] and submission of an invoice or request for payment by the Supplier, and after the PE has accepted it

27.5 In the event that the PE fails to pay the Supplier any payment by its respective due date or within the period set forth in the PCC, the PE shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the PCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

Payment-delay period	Payment-delay percentage
90	0.000

32. Inspections and Tests

32.1 The PE shall have the right to test the Goods to confirm their conformity to the Contract specifications. The PCC and Technical specifications shall specify what tests the PE requires and where they are to be conducted. The supplier shall at its own expense and at no cost to the PE, carry out all such tests of the Goods and related services as are specified in the Contract.

Goods	Type of test	Time or milestone	Place	Procedure
Chemical [Sodium Hydroxide (NaOH)]	Test & Inspection after delivery	After delivery	At user division or any other place instructed by DWASA. Joint Inspection Committee. Approved by the committee authority of DWASA	Test & Inspection after delivery: Performance test. Procedure: a) After completion of delivery of Chemical, at the DWASA DSTP sub store, a joint inspection committee of DWASA will inspect the Chemical. If the Chemical is found satisfactory, If the Chemical are found unsatisfactory, the supplier shall have to take back all the supplied Chemical at his own expenses and compensate to the purchaser the loss incurred. b) After used/test of Chemical at SDIP/DSTP Lab/ DWASA Cental Lab, a joint inspection committee of DWASA will inspect and randomly select sample of supplied Chemical and then the selected samples shall be sent to BUET/MIST/BSTI/SGS/BMTF/BCSIR or Better equivalent agencies for performance test(at least 1 time). If performance test is found satisfactory, the Chemical may be accepted. If performance test are found unsatisfactory or found any noncompliance at any stage of inspection & testing, the supplier shall have to take back all the supplied Chemical at his expenses and compensate the loss incurred to the purchaser. All expenses related to the tests & inspection in Bangladesh or abroad shall have to be borne by the supplier. Any objection on the acceptance or rejection of the performance test report by Dhaka WASA shall not be considered. The purchaser right to inspect, test and where appropriate reject the Chemical after delivery, shall in no way be limited or waived by the reason of Goods having previously been inspected, tested or passed by the purchaser or its representative prior the Chemical shipment. All expenses related to the tests in Bangladesh or aboard shall have to be borne by the supplier.

33. Warranty

33.3 In order to assure that manufacturing defects shall be corrected by the Supplier, manufacturer, or distributor, as the case may be, a warranty shall be required from the Supplier for a minimum period of three (3) months, in the case of supplies, and one (1) year, in the case of equipment, after performance of the contract or other such period as may be specified in the PCC.

The period of validity of the Warranty shall be [180] days

33.6 Upon receipt of such notice, the Supplier shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the PE.

The Supplier shall rectify any defects covered by the Warranty within [] days of being notified by the Procuring Entity of the occurrence of such defects.

35. Liquidated Damages

35.1 Subject to GCC Clause 34 and 38, if the Supplier fails to complete the delivery of Goods and related services within the Delivery and Completion Schedule specified in the contract or as extended, the Procuring Entity shall, as Liquidated Damages or Delay Damages, deduct from the Contract Price, a sum at the percent-rate per day of delay as specified in the PCC, of the contract value of the undelivered Goods and related services or part thereof delivered after the Delivery and Completion Schedule or as extended. The total amount of Liquidated Damages or Delay Damages shall not exceed the amount specified in the PCC. The Procuring Entity may deduct Liquidated damages from payments due to the Supplier. Payment of Liquidated damages shall not affect the Supplier's liabilities.

Liquidated Damages for the uncompleted Works or any part per day of delay (%)	The maximum amount of Liquidated Damages (%)
0.001	10.000

47. Settlement of Disputes

(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.

Adjudicator Name *	Fees *	The name of the appointing authority of the Adjudicator *
Chief Engineer (O&M), Dhaka WASA, WASA Bhaban, 98 Kazi Nazrul Islam Avenue, Kawran Bazar, Dhaka-1215	10000.000	Chief Engineer (O&M), Dhaka WASA, WASA Bhaban, 98 Kazi Nazrul Islam Avenue, Kawran Bazar, Dhaka-1215

(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;
[The arbitration shall be conducted in the place mentioned below; [Dhaka WASA, WASA Bhaban, 98 Kazi Nazrul Islam Avenue, Kawran Bazar, Dhaka-1215. All expenses related to the Settlement of Disputes shall have to be borne by the supplier.]]