View TDS

Tender/Proposal Detail			
Tender/Proposal ID :	859868	**Invitation Reference No. :**	46.05.0000.408.98.053.23/e-T-15
Closing Date and Time :	29-Aug-2023 12:30	**Opening Date and Time :**	29-Aug-2023 12:30
Procuring Entity :	Office of the EE, MODS Zone-4, Dhaka WASA		
Brief :	Locating & Raising of S/V chamber, Air Release Valve, DMA Chamber and Bulk Water Meter Chamber at DMA-401 under MODS Zone-4,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.
	PE is Executive Engineer, MODS Zone-04, Dhaka WASA The Name of the Tender is: Locating & Raising of S/V chamber, Air Release Valve, DMA Chamber and Bulk Water Meter Chamber at DMA-401 under MODS Zone-4,Dhaka WASA. Brief Description of the Works:Locating & Raising of S/V chamber, Air Release Valve, DMA Chamber and Bulk Water Meter Chamber at DMA-401 under MODS Zone-4,Dhaka WASA. Tender Ref: 46.05.0000.408.98.053.23/e-T-15 Lot No(s): Single [if there is more than one(1) lot, individual lots are to be identified in conformity with Section 6: Bill of Quantities]
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 Dhaka WASA's enlisted civil tenderer who has company registered address in Dhaka district are eligible to apply.
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.
	Not Applicable
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. 300000 (Three Lac Taka Only)
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.
	Tenderer shall submit with its Tender, the following additional documents:1. Up-to-date Valid Trade License. 2. Up-to-date VAT Registration Certificate. 3. Up-to-date TIN Certificate. 4. Document supporting Liquid Asset. 5. Up-to-date Document Supporting of Dhaka WASA's Enlistment 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 in fixed as specified in TDS.
	Tender Security shall be Tk 12500 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.
	As Per Notice
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.

View PCC

Tender/Proposal Detail			
Tender/Proposal ID :	859868	**Invitation Reference No. :**	46.05.0000.408.98.053.23/e-T-15
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Procuring Entity :	Office of the EE, MODS Zone-4, Dhaka WASA		
Brief :	Locating & Raising of S/V chamber, Air Release Valve, DMA Chamber and Bulk Water Meter Chamber at DMA-401 under MODS Zone-4,Dhaka WASA.		

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
	(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-04, Dhaka WASA Address: Office of the Executive Engineer MODS Zone-4, Dhaka WASA Darus Salam Road, Mirpur, Dhaka-1216
	(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-04, Dhaka WASA Address: Office of the Executive Engineer MODS Zone-4, Dhaka WASA Darus Salam Road, Mirpur, Dhaka-1216
	(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.
	The Site is located at Mirpur, Dhaka
	(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 Locating & Raising of S/V chamber, Air Release Valve, DMA Chamber and Bulk Water Meter Chamber at DMA-401 under MODS Zone-4,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.
	Not Applicable
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.
	Not Applicable

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 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 03(three) months from the start date or As per direction of 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.
	Not Applicable
C. Quality Control	
GCC Clause	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 (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: i. Damage of existing electricity supply, gas, water supply, sewerages etc. ii. Damage of any part of civil structure. iii. Damage of human life/lives working in the existing part of the building or passer-by. iv. Damage of motor cars, vehicles, transport, motor cycles etc parked in the parking area or surrounding the construction area
GCC Clause	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.
	The amount of Liquidated Damages or in other words Delay Damages is 0.05 of one percent of final Contract

	price of the uncompleted Works or any part there of it's per day of delay. [usually the percent-rate of liquidated damages is set at between 0.05 and 0.10 of ONE (1) percent of final Contract price of the uncompleted Works or any part there of it's per day of delay] Guide to application of GCC Sub Clause 28.1 above [Liquidated damages is equivalent to an amount to be determined in accordance with the following formula T LD = VUW x P x n Where; T LD = Total amount of Liquidated Damages VUW = 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). VUW 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 of the final Contract price of the uncompleted Works or any part there of. n = No of days of delay for completion of works under the Contract]
	30.2 The total amount of Liquidated Damages shall not exceed the amount defined in the PCC.
	The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is Ten (10) percent of the final Contract price of the whole of the Works.
F. Termination	
GCC Clause	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 Ten (10) 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; Superintending Engineer Office of Superintending Engineer, MODS Circle-02, Dhaka WASA