Tender/Proposal Detail			
Tender/Proposal ID :	1286101	**Invitation Reference No. :**	46.05.00000.000.0000.07.0077.26.208
Closing Date and Time :	16-Jun-2026 13:00	**Opening Date and Time :**	16-Jun-2026 13:00
Procuring Entity :	Padma Water Treatment Plant		
Brief :	Supply of canopy for guest house and administrative building of PWTP and related works.		

Particular Conditions of Contract

PCC Clause
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1. Definitions
1.1 (o) Procuring Entity means an Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using public funds, as specified in the PCC;
The Procuring Entity is [insert complete name of the Procuring Entity].
1.1 (t) Site means the point(s) of delivery named in the PCC.

Sl. No	Site location	Site detailed information
1	WTP, Padma Water Treatment Plant of Dhaka WASA.	Address: Lohujang, Munshiganj, Dhaka-1530, Bangladesh

3. Communications & Notices
3.1 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.
The PE's address for the purpose of communications under this contract is [Gazi Asrib Bin Salam Executive Engineer Padma Water Treatment Plant Jashaldia, Louhajong, Munshigonj 01730451702 ee.pjwtp2019@gmail.com]
7. Documents Forming the Contract and Priority of Documents
7.1 (i) Other Documents including correspondences listed in the PCC forming part of the Contract.

Sl. No	Other documents forming part of the Contract
1	(i) Declaration letter of the manufacturer that they will provide preventive maintenance plan (individual plan for daily, monthly & yearly) mentioning each & every equipment, steps, time duration, detailed preventive maintenance conducting procedure for each & every, etc. (ii) The tenderer shall submit confirmation letter from the manufacturer mentioning total list of spare parts with individual unit prices in which each & every spare part unit price has to be valid for at least 05 (five) years counting from after the end of warranty period.

8. Scope of Supply
8.1 Subject to the PCC, the Goods to be supplied shall be as specified in Price Schedule.

Sl. No	The scope of Supply
1	The scope of Supply is in section 5, Schedule of Supply.

10. Eligibility

10.1 The Supplier and its Subcontractor(s) shall have the nationality of a country other than that specified in the PCC.

Sl. No	Countries are not eligible
1	Israel and the country(s) with whom Bangladesh Government has decided not to have trade relation.

10.2 All Goods and related services to be supplied under the Contract shall have their origin in the countries except any specified in the PCC.

Sl. No	Country of origin are not eligible
1	Israel and the country(s) with whom Bangladesh Government has decided not to have trade relation.

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20. Packing and Documents

20.2 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 Sub Clause 20.1, including additional requirements, if any, specified in the PCC, and in any subsequent instructions ordered by the Procuring Entity.

Sl. No	The packages packing, marking and documentation
1	The packing, marking and documentation within and outside the packages shall be: The outer packing may be clearly marked on at least four slides as follows: Name and address of PE: Executive Engineer, Office of the Executive Engineer, Padma Water Treatment Plant, Dhaka WASA. Name of the Supplier: Will be specified. Contract Description: Procurement of sludge discharge pump-motor set for the clarifier sludge disposal line and related others. Final Destination/Delivery Point: Booster Pumping Station, PWTP of Dhaka WASA. Gross weight: Will be specified. Package number of total number of packages: Will be specified. Brief description of the content: Will be specified. Any special lifting instructions: Will be specified. Any special handling instructions: Will be specified.

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21. Delivery and Documents

21.1 Subject to GCC Clause 18, the delivery of the Goods and completion of the related services shall be in accordance with the Delivery and Completion Schedule specified in the Price Schedule. 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 shall be as follows: a. Copies of Supplier invoice showing goods description, quantity, unit price, total amount; b. Delivery note, ship, railway receipt, or truck receipt; c. manufacturer/ supplier warranty certificate; d. inspection certificate issued by the nominated inspection agency (or PE) and/ or the supplier factory inspection report; e. Certificate of country of origin.

23. Contract Price

23.1 The Contract Price shall be as specified in the PCC subject to any additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

The original Contract price is [2180151.175]

25. Terms of Payment

25.1 The Contract Price 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

25.3 Payments shall be made promptly by the Procuring Entity, 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 Procuring Entity has accepted it.

Payments shall be made in no case later than the days [[120]] after submission of an invoice or request for payment by the Supplier, and after the PE has accepted it

25.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its respective due date or within the period as stated under GCC Sub Clause 25.3, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate specified in the PCC, for the period of delay until payment has been made in full.

Payment-delay period	Payment-delay percentage
0	0.000

29. Retention Money

29.1 The Procuring Entity shall retain an amount from the payable amount due to the Supplier at the percentage specified in the PCC until successful expiration of the Warranty period as mentioned in GCC Sub Clause 32.3.

The portion of payments to be retained is 10.00% percent of the contract price.
Performance Security : 10.00%

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31. Inspections, Examinations and Tests

31.1 The Procuring Entity 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 Procuring Entity requires and where they are to be conducted. The Supplier shall at its own expense and at no cost to the Procuring Entity, carry out all such tests of the Goods as are specified in the Contract.

Goods	Type of test	Time or milestone	Place	Procedure
Canopy	Physical test	After delivery	WTP, Padma Water Treatment Plant	The final inspection or testing of the goods will be held jointly, by a committee and Concern Division, Dhaka WASA). After satisfactory joint inspection report, Goods will be finally accepted. The purchasers right to inspect, test and where appropriate reject the Goods 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 Goods shipment. All expenses related to the inspection and tests in Bangladesh shall have to be borne by the supplier. If the performance test is not satisfactory, Authority of DWASA reserves the right to reject or accept the good.

32. Warranty

32.3 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 such other period as may be specified in the PCC.

The period of validity of the Warranty shall be [365] days

32.7 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 Procuring Entity.

The Supplier shall correct any defects covered by the Warranty within [10] of days of being notified by the PE of the occurrence of such defects.

34. Liquidated Damages

34.1 Except as provided under GCC Sub Clause 37 and 38, if the Supplier fails to complete the delivery of Goods and related services within the Delivery and Completion Schedule under GCC Clause 33, 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 (%)
0.050	10.000

41. Termination for Default

41.7 In the event the Procuring Entity terminates the Contract in whole or in part, as stated under GCC Clause 41.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs as mentioned in the PCC for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

The percentage to apply to the contract value of the supply not completed, representing the PE's additional cost for completing the incomplete Supply, is [25.000] percent.

45. Settlement of Disputes

45.2 Adjudication (b) The Adjudicator named in the PCC is jointly appointed by the parties. In case of disagreement between the parties, the Appointing Authority designated in the PCC shall appoint the Adjudicator within fourteen (14) days of receipt of a request from either party;

Adjudicator Name *	Fees *	The name of the appointing authority of the Adjudicator *
Chief Engineer, Dhaka WASA.	1000.000	Managing Director, Dhaka WASA.

45.2 (e) Should the Adjudicator resign or die, or should the Procuring Entity and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Procuring Entity and the Supplier. In case of disagreement between the Procuring Entity and the Supplier the Adjudicator shall be designated by the Appointing Authority designated in the PCC at the request of either party, within fourteen (14) days of receipt of a request from either Party.

In case of disagreement between the parties, the Appointing Authority for the Adjudicator is the President of the Institution of Engineers, Bangladesh (IEB).

45.3(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, Dhaka WASA.]