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Particular Conditions of Contract

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Tender/Proposal Detail

Tender/Proposal ID :	1035459	Invitation Reference No. :	46.113.637.00.00.015.2024/Notice-51
Closing Date and Time :	05-Dec-2024 12:30	Opening Date and Time :	05-Dec-2024 12:30
Procuring Entity :	Office of the EE, Dasherbandi Sewage Treatment Plant, Dhaka WASA		
Brief :	Procurement of Stator & Rotor with accessories for SDIP High Sludge Pump of Dasherbandi STP (Lot-2).		

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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	Dasherbandi Sewage Treatment Plant, Dhaka WASA	The site(s)/ point(s) of delivery is/are: 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, drawings, 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) Manufacturers test results (v) Warranty Certificate by the Manufacturer and local agent/supplier [1(one) year warranty from the date of acceptance of the supplied goods]. (vii) Manufacturer Authorization Letter. (viii) The drawing submitted by the supplier at tender stage must be approved by the PE. And the approved drawing will be the part of the contract.

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:

Attention:

Address:

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 packing, marking and documentation within and outside the packages shall be: Name and address of PE Md. Momtajur Rahman Executive Engineer,

DSTP, Aftabnagar Khilgaon, Dhaka-1219. Name of the Supplier Contract Description Final Destination/Delivery Point Gross weight Package number of total number of packages Brief description of the content Any special lifting instructions Any special handling instructions. Every packages must be seal or logo attested from manufacturer.

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, railway receipt, or truck receipt; 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
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			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 no case later than the days [[15]] after 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
(1) High Sludge Screw Pump Rotor (Part No. 6208271),(2) High Sludge Screw Pump Stator (Part No. 5181178) (3) SM®Pin joint seal (Part No. 883684) , (4) SM®Pin joint seal (Part No. 5073353) , (5) O Ring	i) Factory Inspection & Testing	Pre-shipment	Factory of the Manufacturer	i) Factory Inspection & Testing: Pre-shipment physical inspection and performance test shall be done at the Manufacturers factory during production in order to determine the conformity of the goods to

(Part No.
690104) ,(6) O
Ring (Part No.
690585) ,(7) O
Ring (Part No.
516045) ,(8) O
Ring (Part No.
5173297) ,(9)
O Ring (Part
No. 516228) ,
(10) O Ring
(Part No.
5029333) ,(11)
O Ring (Part
No. 690103) ,
(12)
Lubricating
(Part No.
691230) ,(13)
Wear Bushing
f. rotor a drive
shaft. (Part No.
5026741) ,(14)
screw (Part
No. 8015886) ,
(15) Joint pin f
wear bushes.
(Part No.
5026746) ,(16)
Joint pin f wear
bushes. (Part
No. 5073410) ,
(17) O Ring
(Part No.
676813) ,(18)
O Ring (Part
No. 676811) ,
(19) Packing
(Part
no.690091)

the Technical
Specifications.

For

Performance
tests at
manufacturer's
testing bed, at
least 2 (two)

DWASA

Engineers will
visit the factory
where sample
testing shall be
done. Tenderer
must notify the
purchaser prior
to production
and final
assembly. The
purchaser
reserves the
right to visit
Manufacturers
factory during
production run.

In case any
unavoidable
circumstances,
pre-shipment
inspection is
not performed
by DWASA,
then it will be
done by any
approved
International
Inspection
Agent.

Approval of
third party
inspection
company will
be done by
Dhaka WASA.

For

International
Inspection, the
supplier shall

6208271),(2)
 High Sludge
 Sew Pump
 Stator (Part
 No. 5181178)
 (3) SM@Pin
 joint seal (Part
 No. 883684) ,
 (4) SM@Pin
 joint seal (Part
 No. 5073353) ,
 (5) O Ring
 (Part No.
 690104) ,(6) O
 Ring (Part No.
 690585) ,(7) O
 Ring (Part No.
 516045) ,(8) O
 Ring (Part No.
 5173297) ,(9)
 O Ring (Part
 No. 516228) ,
 (10) O Ring
 (Part No.
 5029333) ,(11)
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 (Part No.
 5026746) ,(16)
 Joint pin f wear
 bushes. (Part
 No. 5073410) ,
 (17) O Ring
 (Part No.
 676813) ,(18)
 O Ring (Part

DSTP,
 DWASA. Joint
 Inspection
 Committee.
 Approved by
 the committee
 DWASA
 authority.

test.
 Procedure: a)
 After
 completion of
 delivery of
 goods, at the
 DWASA,
 DSTP sub
 store, a joint
 inspection
 committee of
 DWASA will
 inspect the
 goods. If the
 goods is found
 satisfactory,
 then the
 supplier will
 install and
 commission
 the goods at
 SDIP as
 instructed by
 DSTP,
 DWASA. If the
 goods are
 found
 unsatisfactory,
 the supplier
 shall have to
 take back all
 the supplied
 goods at his
 own expenses
 and
 compensate to
 the purchaser
 the loss
 incurred.

No. 676811) ,
(19) Packing
(Part
no.690091)

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 [365] 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 correct any defects covered by the Warranty within [15] of days of being notified by the PE 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 (%)
0.050	0.100

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	5000.000	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.]]]

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 113.x or above and Google Chrome 109.x or above

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IMED, Ministry of Planning, Government of the People's Republic of
 Bangladesh