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Tender/Proposal Detail

Tender/Proposal ID :	842318	Invitation Reference No. :	46.113.431.00.00.144.2023
Closing Date and Time :	19-Jun-2023 12:00	Opening Date and Time :	19-Jun-2023 12:00
Procuring Entity :	Office of the EE, SWTP (maintenance) Division, Dhaka WASA		
Brief :	Supply, installation and commissioning of motorized butterfly valve for remote operation at Golapbag mor (south side) of SWTP transmission network • Supply of motorized BV • Installation at site • Dedicated software & Integration • Sustainable power sourceing • Electricity connection arrangement • O&M for 1 (one) year • Payment of utility bills (electricity, internet, server charge, gateway charge etc.)		
Tender/Proposal Status :	NOA Issued		

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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
GCC 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 Executive Engineer, Saidabad Water Treatment Plant (Maintenance), Dhaka WASA, Dhalpur, Dhaka-1204. Address: Saidabad Water Treatment Plant, Dhaka WASA, Dhalpur, Dhaka-1204. Telephone: 7544761 Ext 208 and 7553397
	(o) Site means the point(s) of delivery named in the PCC
	The site(s)/ point(s) of delivery is/are: Saidabad Water Treatment Plant, Dhalpur, Jatrabari, Dhaka.
GCC Clause	5.Documents Forming the Contract and the order of precedence
	(i) Price and Completion Schedule for Related Services;
	The following documents shall also be part of the Contract:N/A
GCC Clause	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:
GCC Clause	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.
	The scope of Supply shall be Supply of all products, installation and commissioning along with required civil construction.
GCC Clause	22. Packing and Documents

	The outer packing may be clearly marked on at least four sides as follows: Name and address of PE 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
GCC Clause	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.
	The documents to be furnished by the Supplier shall be as follows: a. Copies of Supplier's invoice showing goods' description, quantity, unit price, total amount; b. Delivery note, railway receipt, or truck receipt; c. manufacturer's/ supplier's warranty certificate; d. inspection certificate issued by the nominated inspection agency (or PE) and/ or any competent authority e. Certificate of origin. f. Bill of loading, L/C, Shipment Certificate
GCC Clause	25. Contract Price
	25.1 The Contract Price shall be specified in the PCC.
	The Contract price is: [insert the contract Price]
	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 [insert "shall" or "shall not", as appropriate] be adjustable. If prices are adjustable, the following method shall be used to calculate the price adjustment [see attachment to these PCC for a sample Price Adjustment Formula]
GCC Clause	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.
	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: (a) Advance Payment: No advance payment shall be made. (b) 'Hundred (100%) percent payment after successful commissioning
	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 60 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 arbitrage award.
	The payment-delay period after which the PE shall pay interest to the supplier shall be [Indicate the days] days after submission of an invoice or request for payment by the Supplier, and after the PE has accepted it. N/A
GCC Clause	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.
	The inspections and tests shall be : i) Physical Inspection before shipment of products: Factory Performance Test will be performed by a recognized independent Third Party (International Inspection Agency or Licensed Testing Agent). Inspection Agencies or Licensed Testing agent will check the materials prior to shipment and certify the compliance with the specifications set forth in this documents. ii) Test & Inspection after delivery: a) Physical Inspection by join inspection Commute(JIC) b)Performance test after commissioning for 15 (Fifteen) days. The final inspection or testing of the goods will be held jointly, by a committee of DWASA [SE (W&STP), EE,SWTP(M), EE, P&D (E&M),EE, Generator Division after delivering the goods at the final destination. The purchaser's has the right to inspect, test or reject (when applicable) 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 goods
GCC Clause	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 : 12 (Twelve) months
	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 (Fifteen) days of being notified by the PE of the occurrence of such defects.
GCC Clause	35. Liquidated Damages
	35.4 Subject to GCC Clause 24 and 28, if the Supplier fails to complete the delivery of Goods and related services within the Delivery and Completion Schedule

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.

The applicable rate for liquidated damages for delay shall be : 0.05 percent of the delivered price of the delayed Goods or unperformed Related services for each week of delay until actual delivery or performance.

The maximum amount of liquidated damages shall be: Ten (10%) percent of the Contract Price.

The maximum amount of Liquidated Damages for the undelivered Goods or any part thereof is [insert ≤ ten (10)] percent of the final Contract Price of the whole of the Goods and related services.

GCC Clause	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.
	The name of the Adjudicator is the Chief Engineer, Dhaka WASA. The name of the appointing authority of the Adjudicator MD, Dhaka WASA.
	(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.
	Arbitration shall take place in: WASA Bhaban, Kawran Bazar, Dhaka.

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