Particular Conditions of Contract

Tender/Proposal Detail

Tender/Proposal ID :	1293552	**Invitation Reference No. :**	46.113.433.00.00.2025-26.265
Closing Date and Time :	23-Jun-2026 10:35	**Opening Date and Time :**	23-Jun-2026 10:35
Procuring Entity :	Office of the EE, Pagla Sewage Treatment Plant Divisioin, Dhaka WASA		
Brief :	Supply of different materials, spare parts and related services for Sedimentation tank gearbox set under PSTP.		
Tender/Proposal Status :	Contract Awarded		View Notice

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	Sedimentation tank	"N/A"

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 [Syed Shihabur Rahman, Executive Engineer, PSTP Division, Dhaka WASA, Kadomtoly, Dhaka-1204.]
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	As per TDS & PCC

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	Section 5, Price and Delivery Schedule for Goods (Form e-PG2-3A) & (Form e-PG2-3B)

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

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

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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	For notices, the PEs contact details shall be: Attention: Address: Telephone: Facsimile number: Electronic mail address: For notices, the Suppliers contact details shall be: Attention: Address: Telephone: Facsimile number: Electronic mail address:

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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	a. Copies of Suppliers invoice showing goods description, quantity, unit price, total amount; b. Delivery note, railway receipt, or truck receipt; c. manufacturer suppliers warranty certificate (if any); 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) Bill of lading, LC, Shipment Certificate

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 [1945180.000]

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	100

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 [[180]] 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

Gearbox set	As per satisfaction & instruction of engineering in charge.	As per satisfaction & instruction of engineering in charge.	As per satisfaction & instruction of engineering in charge.	As per satisfaction & instruction of engineering in charge.

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 [180] 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 [15] 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 (%)
0.100	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 [20.000] 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 *
The name of the Adjudicator is the Chief Engineer, Dhaka WASA	5000.000	The name of the appointing authority of the Adjudicator MD, 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, WASA Bhaban, Kawran Bazar, Dhaka.]

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