

Particular Conditions of Contract

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Tender/Proposal Detail

Tender/Proposal ID :	985499	Invitation Reference No. :	46.113.431.00.00.143.2023-24
Closing Date and Time :	04-Jun-2024 13:00	Opening Date and Time :	04-Jun-2024 13:00
Procuring Entity :	Office of the EE, SWTP (maintenance) Division, Dhaka WASA		
Brief :	Supply, Installation and Commissioning of Insertion Type e-flowmeter at Folbaria mor (south side) of SWTP transmission network		
Tender/Proposal Status :	NOA Issued		

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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 [Syed Mostakim Hossain, Office of the EE, SWTP (maintenance) Division, Dhaka WASA,

Address : Dhalpur, North Jatrabari

City : Dhaka

Thana : Dhaka South City Corporation

District : Dhaka - 1204

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	Folbaria mor (south side) of SWTP transmission network	Main Transmission Network of SWTP, DWASA.

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: N/A

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 Insertion Type e-flowmeter & Related service.

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: [insert in detail the type of packing required, the markings in the packing and all documentation required] 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 [Note: The above requirements should be reviewed by a PE on a case-by-case basis, with amendments being made as necessary.]

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 shall be as follows: The documents to be furnished by the Supplier as follows: a. Copies of Supplier's invoice showing goods description, quantity, unit price, total amount; b. Delivery note, railway receipt, or truck receipt;
2	The documents to be furnished by the Supplier shall be as follows: The documents to be furnished by the Supplier as follows: a. Copies of Supplier's invoice showing goods description, quantity, unit price, total amount; b. Delivery note, railway receipt, or truck receipt;

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 Certificate issued by the PE
0.000	0	100.000	100

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.

Payment-delay period	Payment-delay percentage
120	0.050

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
Insertion Type e-flowmeter (600 mm dia)	Physical & On sport Performance Test	7	Folbaria mor (south side) of SWTP transmission network, DWASA	Standard Insertion Type e-flowmeter test Procedure

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 [3] 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	10.000

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
*	*	*

The name of the Adjudicator is the DMD (O&M), Dhaka WASA.

5000.000

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.

The arbitration shall be conducted in the place mentioned below;

[The arbitration shall be conducted in the place mentioned below; [Arbitration shall take place in: WASA Bhaban,(2nd Floor) Kawran Bazar, Dhaka.]]

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