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Tender/Proposal Detail

Tender/Proposal ID :	824055	Invitation Reference No. :	46.05.0000.000.71.008.23.138
Closing Date and Time :	23-May-2023 12:00	Opening Date and Time :	23-May-2023 12:00
Procuring Entity :	Padma Water Treatment Plant		
Brief :	Supply of 200 MT Poly Aluminium Chloride (PAC) for PWTP (lot-1).		
Tender/Proposal Status :	Contract Awarded		

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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 Gazi Asrib Bin Salam, Executive Engineer, Padma Water Treatment Plant, Dhaka WASA.
	(o) Site means the point(s) of delivery named in the PCC
	The site(s)/ point(s) of delivery is/are: [Re-stacking of 200 metric ton Poly Aluminium Chloride (PAC) in Sub-store (Chemical House), Padma (Jashaldia) Water Treatment Plant, Jashaldia, Louhagonj, Munshigonj]
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: 1) List of expert manpower and equipments in company letterhead pad shall be submitted. 2) Declaration in letterhead pad that tenderer will supply PAC when and where required or as per direction of PE.
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: The PE is Gazi Asrib Bin Salam, Executive Engineer, Padma Water Treatment Plant, Dhaka WASA. Address : Lohujang, Munshiganj Telephone:-- Facsimile number:01825987760 Electronic mail address:ee.pjwtp2019@gmail.com 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 defined in: section 6, Schedule of Supply.
GCC Clause	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.

	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: Gazi Asrib Bin Salam, Executive Engineer, Padma Water Treatment Plant, Dhaka WASA. Name of the Supplier Contract Description Final Destination/Delivery Point: Sub-store (Chemical House), Padma Water Treatment Plant, Jashaldia, Louhagonj, Munshigonj. 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.]
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 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 the supplier's factory inspection report; e. Certificate of origin. [Note: The above requirements should be reviewed by a PE on a case-by-case basis, with amendments being made as necessary.]
GCC Clause	25. Contract Price
	25.1 The Contract Price shall be specified in the PCC.
	The Contract price is: Not Applicable.
	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. If prices are adjustable, the following method shall be used to calculate the price adjustment: Not Applicable.
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) On Delivery and Acceptance: Hundred (100%) percent of the Contract Price of the Goods delivered shall be paid within thirty (30) days of submission of documents specified in GCC Clause 23.1 supported by the Acceptance Certificate issued by the PE as per GCC Clause 24. Bill of each installment will be paid after completion of each installment supply.
	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 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. Payment shall be made in no case later than the days [120 days] 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 180 days after submission of an invoice or request for payment by the Supplier, and after the PE has accepted it. The interest rate that shall be applied is 1% percent.
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 :[insert type of test, time, place, procedures for carrying out the inspections and tests Goods: Poly Aluminium Chloride PAC Type of test: Parameters as per technical specification. Time or milestone: Place: BSTI/ BUET/ BCSIR Procedure: In the case of local products, during the production time & delivery time, supplier should be arrange minimum two times factory visit for WASA representative] Procedure: After completion of delivery of goods to the final destination a joint inspection committee of DWASA will inspect the goods and select sample for testing. Then Procuring Entity shall send the selected sample(s) to the place where testing shall be performed. If performance tests are found satisfactory, the goods may be accepted. If the performance test is not satisfactory, the supplier shall have to take back all supplied goods at his expense and compensate to the purchaser the loss incurred. All expense related to the tests & inspection in Bangladesh or abroad shall have to be borne by the supplier. The purchaser's 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 prior the Goods shipment.
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 06 (Six) Months effective from the final date of completion.
	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 07 (Seven) days of being notified by the PE of the occurrence of such defects.
GCC Clause	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.
	The amount of Liquidated Damages is 0.10 of ONE (1) percent of the contract value of the undelivered Goods or any part thereof delivered after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable, per day of delay. The maximum amount of Liquidated Damages for the undelivered Goods or any part thereof is ten (10) percent of the final Contract Price of the whole of the Goods and related services.
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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: Chief Engineer, Dhaka WASA The name of the appointing authority of the Adjudicator: Managing Director, 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: Office of the Chief Engineer, WASA Bhaban, Kawran Bazar, Dhaka.