

Particular Conditions of Contract

Tender/Proposal Detail

Tender/Proposal ID :	1062198	Invitation Reference No. :	46.113.637.00.00.094.2024/Notice-27
Closing Date and Time :	28-Jan-2025 13:00	Opening Date and Time :	28-Jan-2025 13:00
Procuring Entity :	Office of the EE, Dasherbandi Sewage Treatment Plant, Dhaka WASA		
Brief :	Procurement of Chemical (Sodium Hydroxide-NaOH) for Dasherbandi STP (Lot-2).		
Tender/Proposal Status :	NOA Issued		

View Notice

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	DSTP, 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, 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. (iv) Warranty Certificate by the Manufacturer and local agent/supplier [1(one) year warranty from the date of acceptance of the supplied goods]. (v) Manufacturer Authorization Letter.

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
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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 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 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 [[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 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
Chemical [Sodium Hydroxide (NaOH)]	Test & Inspection after delivery	After delivery	At user division or any other place instructed by DWASA. Joint Inspection Committee. Approved by the committee authority of DWASA	After completion of delivery of Chemical, at the DWASA DSTP sub store, a joint inspection committee of DWASA will inspect the Chemical. If the Chemical is found satisfactory, If the Chemical are found unsatisfactory, the supplier shall have to take back all the supplied Chemical at his own expenses and compensate to the purchaser the loss incurred.

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 (%)
0.001	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 ★
Chief Engineer (O&M), Dhaka WASA, WASA Bhaban, 98 Kazi Nazrul Islam Avenue, Kawran Bazer, Dhaka-1215	5000.000	Chief Engineer (O&M), Dhaka WASA, WASA Bhaban, 98 Kazi Nazrul Islam Avenue, Kawran Bazer, 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;

[[Dhaka WASA, WASA Bhaban, 98 Kazi Nazrul Islam Avenue, Kawran Bazer, Dhaka-1215. All expenses related to the Settlement of Disputes shall have to be borne by the supplier.]]

