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Tender/Proposal Detail

Tender/Proposal ID : 814199 Invitation Reference No. : 46.05.0000.430.07.229.2022-2023/T-137

Closing Date and Time : 26-Apr-2023 12:00 Opening Date and Time : 26-Apr-2023 12:00

Procuring Entity : Office of the EE, SWTP (operation) Division, Dhaka WASA

Brief : Supply of 5 ton capacity Overhead Crane with arrangement of Crane Facility at Raw Water Pumping Station.

Tender/Proposal Status : NOA Issued

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Tender validity will be expired on 25-July-2023. Please extend the tender validity 10 days before the tender validity expiry date.

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 (Operation) Division, Dhaka WASA, Dhalpur, Dhaka-1204.
Address: Saidabad Water Treatment Plant, Dhaka WASA, Dhalpur, Dhaka-1204.*

(o) Site means the point(s) of delivery named in the PCC

The site(s)/ point(s) of delivery is: Saidabad Water Treatment Plant, Dhaka WASA, Dhalpur, Dhaka-1204.

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. Copies of Supplier's invoice showing goods, description, quantity, unit price, total amount;
2. Delivery note, railway receipt, or truck receipt;
3. manufacturer's/ supplier's warranty certificate
4. inspection certificate issued by the nominated inspection agency (or PE) and/ or the supplier's factory inspection report
5. Declaration of warranty of the products from the manufacturer and tenderer.
6. Methodology of works (work plan) which shall demonstrate the total installation commissioning of Power Automation & SCADA works, Layout and architectural drawing of electric distribution LT panel , working principle, operation and maintenance procedure, time requirement etc.
7. List of skilled manpower with CVs and Certificates of Key Staffs (incl. Two B.Sc. Engineer with 05 years of experience & Two Diploma Engineer with 05 years of experience) of tenderer (Engineer, foreman, technician etc.).
8. Bill of lading, LC, Shipment Certificate
9. Operation & maintenance manual should be submitted

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: Md Abid Hossain

Address: Executive Engineer, Saidabad Water Treatment Plant (Operation), Dhaka WASA, Dhalpur, Dhaka-1204.

Telephone: 02223348147

Facsimile number:

Electronic mail address: ee.swtp.op@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: Supply of 5 ton capacity Overhead Crane with arrangement of Crane Facility at Raw Water Pumping Station.
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: [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 slides 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.]
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 (if any); d. inspection certificate issued by the nominated inspection agency (or PE) and/ or the supplier's factory inspection report (if any); e. Certificate of origin, f) Bill of lading, LC, Shipment Certificate
GCC Clause	25. Contract Price
	25.1 The Contract Price shall be specified in the PCC.
	The Contract price is:
	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.
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: Bill [Sixty (60%) percent of the Contract Price] of the Goods delivered shall be given within sixty (60) 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. Remaining bill will be given after installation, commissioning and performance test of the work
	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 (Sixty) 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 arbitration award.
	The payment-delay period after which the PE shall pay interest to the supplier shall be : Not Applicable.
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: Physical Inspection and Performance test after installation and 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(O), EE, SWTP(M), EE, P&D (E&M), after

*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. <i>The period of validity of the Warranty shall be : 12 (Twelve) Months.</i> 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. <i>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.</i>
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. <i>The applicable rate for liquidated damages for delay shall be : 0.5 percent of the delivered price of the delayed Goods or unperformed Related services for each week of delay until actual delivery or performance.</i> <i>The maximum amount of liquidated damages shall be: Ten (10%) percent of the Contract Price.</i> <i>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.</i>
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. <i>The name of the Adjudicator is the Chief Engineer, Dhaka WASA.</i> <i>The name of the appointing authority of the Adjudicator MD, Dhaka WASA.</i> (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. <i>Arbitration shall take place in: WASA Bhaban, Kawran Bazar, Dhaka.</i>