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Tender/Proposal Detail

Tender/Proposal ID :	962230	Invitation Reference No. :	46.05.0000.635.07.003.24
Closing Date and Time :	25-Apr-2024 12:00	Opening Date and Time :	25-Apr-2024 12:00
Procuring Entity :	Saidabad Water Treatment Plant, Phase-2 (O&M Division)		
Brief :	Supply of 800 Metric Ton Aluminums Sulphate and Related Service for Water Treatment of SWTP Phase-2 (Package-02/2023-24)		
Tender/Proposal Status :	NOA Issued		

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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 Plant Manager, Saidabad Water Treatment Plant Phase-2 (O&M) Division, Dhaka WASA Address: Saidabad Water Treatment Plant Phase-2 (O&M) Division, 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: N/A
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: Address: Telephone: Facsimile number: Electronic mail address: 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.
	Supply of 800 Metric Ton Aluminum Sulphate and Related Services for Water Treatment of SWTP Phase-2 (Package-02/2023-24)
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 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; 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.
GCC Clause	25. Contract Price
	25.1 The Contract Price shall be specified in the PCC.
	The Contract price is: [insert the contract Price]
	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 [Hundred (100%) 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.
	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.
	The payment-delay period after which the PE shall pay interest to the supplier shall be [Indicate the days] days after submission of an invoice or request for payment by the Supplier, and after the PE has accepted it.
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 The inspections and tests shall be: Goods: Aluminium Sulphate consisting Water Soluble Al₂O₃ Minimum 17 percent Inspection: 1 One time factory visit from PE's organisation and the inspection report will be considered for further evaluation of the supplied goods. <u>Type of test:</u> Conformity to the specifications Number of test: 02 (Two), One test for each work order. <u>Time or milestone:</u> Any time of supply period & after completion of delivery of goods, the sample will be selected by the inspection committee in random basis. <u>Testing</u> Testing shall be performed at the following organisation 1. BUET ✓ 2. SWTP Quality control Lab ✓ 3. Dhaka WASA central Lab or any other places as instructed by DWASA. ✓ <u>Procedure:</u> Any time during delivery of goods to the final destination a joint inspection committee of DWASA will inspect the goods, select sample for testing & send the selected sample(s) to the place where testing shall be performed. Goods will be finally accepted after satisfactory report by the joint inspection committee. After tests are found satisfactory, the goods will be accepted. All expenses related to the tests & inspection shall have to be carried 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 or its representative prior the Goods supply.
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.
	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 (Fifteen) 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 percentage 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 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. The maximum amount of liquidated damages shall be: Ten (10%) percent of the Contract Price
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 is the Chief Engineer, Dhaka WASA. 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.
	Arbitration shall take place in: WASA Bhaban, Kawran Bazar, Dhaka.

