

Tender/Proposal Detail			
<b>Tender/Proposal ID :</b>	1016745	<b>Invitation Reference No. :</b>	18.11.0000.181.14.417.24.266
<b>Closing Date and Time :</b>	20-Nov-2024 16:00	<b>Opening Date and Time :</b>	20-Nov-2024 16:00
<b>Procuring Entity :</b>	Office of the Project Director of BRWTP1		
<b>Brief :</b>	BRWTP-G3A Modern training and campus management software including computers and electronic equipment.		

Particular Conditions of Contract		
PCC Clause		
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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. Ayub Ali, Office of the Project Director of BRWTP1,		
Address	: 141-143, Motijheel, Dhaka-1000	
City	: Dhaka	
Thana	: Dhaka South City Corporation	
District	: Dhaka - 1000	
Country	: Bangladesh	
] The Development Partner is [World Bank]		
(o) Site means the point(s) of delivery named in the PCC		
Sl. No	Site location	Site detailed information
1	DEPTC, Narayanganj, BIWTA.	DEPTC, Narayanganj, BIWTA.
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. Signed Tender Submission sheet, II. Photocopy of Bank Guarantee (Performance Security) ` III. Technical Documents.	
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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		
The PE""""s address for the purpose of communications under this contract is [19th floor, BSC Tower, Motijheel, Dhaka-1000]		
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	Price and Delivery Schedule for Goods and Price and Completion Schedule for Related Services are mentioned in e-PG3-3A and e-PG3-3B

## 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: A complete packing list indicating the content of each package shall be enclosed in a water proof envelope and shall be secured to the outside of the packing case. In addition, each package shall be marked with indelible ink/paint in bold letters, as follows: BIWTA i. Name and address of Procuring Entity ii. Name of the Supplier iii. Contract Description iv. Final Destination/Delivery Point v. Gross weight vi. Package number of total number of packages vii. Brief description of the content viii. Any special lifting instructions ix. Any special handling instructions Upright markings, where appropriate, shall be placed on all four vertical sides of the package. All materials used for packing shall be environmentally neutral.

## 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: a. Copies of Suppliers invoice showing goods description, quantity, unit price, total amount; b. Delivery note, railway receipt, or truck receipt (if any); c. Manufacturer or Manufactures agent/dealer/supplier warranty certificate; d. Certificate of origin from manufacturer/manufacturers authorized agent/ dealer/distributor of supplied goods. e. Import document (bill of lading, L/C papers, Customs clearance documents etc) (if any); f. copies of the packing list identifying the contents of each package; g. Inspection certificate issued by the representative(s) of Purchasers that the goods supplied are new and original h. Receiving certificate after completion of the supply issued by the representative(s) of Purchasers

## 25. Contract Price

25.1 The Contract Price shall be specified in the PCC.

The original Contract price is [104894201.968]

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
60	1.000

### 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
All goods	Functionality	2 days	DEPTC, Narayanganj, BIWTA.	The purchaser or its representative(s) shall have the right to inspect and/or test the goods to confirm their conformity to the contract. A committee consisting of 5 (five) members of different discipline shall attend at DEPTC, Narayanganj, BIWTA. to inspect the all supplied goods. All inspection cost will be borne by the supplier including travelling, and fooding.

### 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 [730] 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 [14] 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 (%)
0.100	10.000

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### 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 *
Chairman, BIWTA.	20000.000	PIU BRWTP-1, BIWTA.

(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;  
[Office of the chairman, BIWTA.]