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Particular Conditions of Contract

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Tender/Proposal Detail			
Tender/Proposal ID :	1014538	Invitation Reference No. :	46.05.0000.626.35.041.24.W73.09
Closing Date and Time :	26-Sep-2024 12:00	Opening Date and Time :	26-Sep-2024 12:00
Procuring Entity :	Office of the EE, Savar-Keraniganj Well Field Plant		
Brief :	Re-construction of SKWP monument, RCC work, tiles work and lighting with ancillary works for water fountain of IRP-1 compound		
Tender/Proposal Status :	NOA Issued		View Notice

Particular Conditions of Contract	
PCC Clause	
A. General	
1. Definitions	
(r) Procuring Entity means a Procuring Entity having administrative and financial powers to undertake procurement of Works and Physical services using public funds and is as named in the PCC who employs the Contractor to carry out the Works.	
The PE is [Mashudul Alam, Office of the EE, Savar-Keraniganj Well Field Plant,	
Address	: Taranagar, Vakurta, Savar Dhaka
City	: Vakurta
Thana	: Savar
District	: Dhaka - 1340
Country	: Bangladesh
] The Development Partner is [None]	
(s) Project Manager is the person named in the PCC or any other competent person appointed by the Procuring Entity and notified to the Contractor who is responsible for supervising the execution and completion of the Works and Physical services and administering the Contract.	
The Project Manager is [Name, address]	
(t) Site means the places where the Permanent Works are to be executed including storage and working areas and to which Plant and Materials are to be delivered, and any other places as may be specified in the PCC as forming part of the Site.	
Site location	Drawings Nos
IRP-1 compound	Not Applicable
(y) Works means all works associated with the construction, reconstruction, site preparation, demolition, repair, maintenance or renovation of railways, roads, highways, or a building, an infrastructure or structure or an installation or any construction work relating to excavation, installation of equipment and materials, decoration, as well as physical services ancillary to works as detailed in the PCC, if the value of those services does not exceed that of the Works themselves.	
Sl. No	Works
1	Re-construction of SKWP monument, RCC work, tiles work and lighting with ancillary works
3.Documents Forming the Contract and Priority of Documents	
(j) Any other document listed in the PCC forming part of the Contract.	
Sl. No	Other documents forming part of the Contract
1	Not Applicable
5.Possession of the Site	
5.1 PE shall give possession of the to the Contractor on the date stated in the PCC.	
Possession of the Site to the Contractor shall be given on the following date:[30 Oct 2024]	
B. Time Control	
10. Start Date	

10.1 Start Date is the date defined in the PCC and it is the last date when the Contractor shall commence execution of the Works under the Contract.	
The Start Date shall be [01 Nov 2024]	
11. Intended Completion Date	
11.1 Intended Completion Date is the date calculated from the start Date as specified in the PCC, on which it is intended that the Contractor shall complete the Works and Physical services as specified in the Contract and may be revised only by the Project Manager by issuing an extension of time.	
The Intended Completion Date for the whole of the Works shall be [29 Nov 2024]	
12. Programme of Works	
12.1 Within the time stated in the PCC, the Contractor shall submit to the Project Manager, for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works.	
The Contractor shall submit a Programme for the Works within [10] days of signing the Contract.	
C. Quality Control	
19. Correction of Defects	
19.1 The Project Manager shall give notice to the Contractor, with a copy to the PE and others concerned, of any Defects before the end of the Defects Liability Period, which begins at Completion Date, and is defined in the PCC.	
The Defects Liability Period is [12] months	
D. Cost Control	
28. Compensation Events	
(f) Other Compensation Events described in the Contract or determined by the Project Manager in the PCC shall apply	
Sl. No	Compensation Events
1	a. National emergency. b. Natural calamity. c. Unavoidable political circumstance etc.
29. Retention Money	
29.2 PE shall retain balance Retention Money from each progressive payment due to the Contractor at the percentage specified in the PCC until completion of the whole of the Works under the Contract.	
The proportion of payments to be retained is [0.000] percent.	
31. Liquidated Damages	
31.1 The Contractor shall be liable to pay Liquidated Damages or in other words the Delay Damages to the PE at the rate per day as specified in the PCC for each day of delay from the Intended Completion Date, for the uncompleted Works or for any part thereof.	
31.2 The total amount of Liquidated Damages shall not exceed the amount defined in the PCC.	
Liquidated Damages for the uncompleted Works or any part per day of delay (%)	The maximum amount of Liquidated Damages (%)
0.100	10.000
F. Termination	
38. Payment upon Termination	
38.1 If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 37.1 by the Contractor, the Project Manager shall issue a certificate for the value of the Works done and Plant and Materials ordered less payments made up to the date of the issue of the certificate and less the amount from percentage to apply to the contract value of the works not completed, as indicated in the PCC.	
The percentage to apply to the contract value of the works not completed, representing the PEs additional cost for completing the uncompleted Works, is [20.000] percent.	
H. Disputes and Settlement	
41. 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 arbitration shall be conducted in the place mentioned below; [Chief Engineer, Office of the Chief Engineer, 7th floor, WASA Bhaban, Dhaka WASA]	