Tender/Proposal Detail			
Tender/Proposal ID :	1030455	**Invitation Reference No. :**	46.05.0000.000.07.160.24.125
Closing Date and Time :	20-Nov-2024 14:15	**Opening Date and Time :**	20-Nov-2024 14:15
Procuring Entity :	Padma Water Treatment Plant		
Brief :	Periodic repair & painting of inside wall and ceiling of BPS Sub-station (Lot-1).		

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 [Gazi Asrib Bin Salam, Padma Water Treatment Plant,

Address	: Lohujang, Munshiganj
City	: Lohujang
Thana	: Dhaka North City Corporation
District	: Dhaka - 1530
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 [Gazi Asrib Bin Salam { Executive Engineer at Padma Water Treatment Plant }]

(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
BPS unit of PWTP.	0

(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	Periodic repair & painting of inside wall and ceiling of BPS Sub-station (Lot-1).

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	N/A.

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:[26 Dec 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 [29 Dec 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 [26 Mar 2025]

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 [7] 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 [6] 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	The maximum amount of Liquidated Damages

or any part per day of delay (%)	(%)
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.]