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Particular Conditions of Contract

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Tender/Proposal Detail

Tender/Proposal ID :	1144369	Invitation Reference No. :	46.113.430.00.00.21/2025-2026/eT-08
Closing Date and Time :	18-Sep-2025 11:00	Opening Date and Time :	18-Sep-2025 11:00
Procuring Entity :	Office of the EE, SWTP (operation) Division, Dhaka WASA		
Brief :	Repairing, Maintenance & Painting of Wash water Recovery Tank 3 nos 9KW Pump Motor at SWTP-1.		
Tender/Proposal Status :	NOA Issued		

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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 [Md. Emranul Islam, Office of the EE, SWTP (operation) Division, Dhaka WASA,

Address	: Saidabad Water Treatment Plant (Operation), Dhalpur
City	: Dhaka
Thana	: Dhaka South City Corporation
District	: Dhaka - 1204
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
Saidabad Water Treatment Plant	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	Repairing, Maintenance & Painting of Wash water Recovery Tank 3 nos 9KW Pump Motor at SWTP-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	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:[01 Oct 2025]

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 [08 Oct 2025]

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 [31 Oct 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

28.1 The following shall be Compensation Events:

- (a) PE does not give access to or possession of the Site or part of the Site by the Site Possession Date stated in the GCC Sub Clause 5.1;
- (b) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notification of Award;
- (c) Other Contractors, public authorities, utilities, or the PE do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor;
- (d) The Project Manager unreasonably delays issuing a Completion Certificate;
- (e) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to