

## Tender/Proposal Detail

Tender/Proposal ID : 1089481

Invitation Reference No. : 46.113.437.00.00.43/2024-25.e-IFT-52

Closing Date and Time : 16-Apr-2025 14:25

Opening Date and Time : 16-Apr-2025 14:25

Procuring Entity : Office of the EE, MODS Zone-3, Dhaka WASA

Brief : Repair & Maintenance of Sub-store under MODS Zone-3, Dhaka WASA.

## 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 [Jayanta Saha, Office of the EE, MODS Zone-3, Dhaka WASA,

|          |                                          |
|----------|------------------------------------------|
| Address  | : Lalmatia Water Tank Compound, Lalmatia |
| City     | : Dhaka                                  |
| Thana    | : Dhaka North City Corporation           |
| District | : Dhaka - 1207                           |
| 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 [Jayanta Saha { Executive Engineer (CC) at Office of the EE, MODS Zone-3, Dhaka WASA } ]

(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 |
|---------------|--------------|
| Dhaka         | N/A          |

(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      | Repair & Maintenance of Sub-store |

## 3. Documents Forming the Contract and Priority of Documents

(j) any other document listed in the PCC forming part of the Contract.

Sl

| Sl. No | Other documents forming part of the Contract |
|--------|----------------------------------------------|
| 1      | Any Amendment                                |

## 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:[09 May 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 [10 May 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 [08 Jun 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 [1] 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 have no Defects;
- (f) Other Compensation Events described in the Contract or determined by the Project Manager in the PCC shall apply

| Sl. No | Compensation Events |
|--------|---------------------|
| 1      | None                |

## 30. Liquidated Damages