

Section 4. Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Contractor is Name: <u>M/S Maisha Enterprise</u> Address: <u>59/2, Nadda, Baridhara, Gulshan 02.</u>
GCC 1.1(z)	The Procuring Entity is Executive Engineer, MODS Zone-6, Dhaka WASA. Address: Steel Tank Compound, Fakirapool, Dhaka. Telephone: 02-224400274 e-mail address: <u>eemodsz6@gmail.com</u>
GCC 1.1(aa)	The Project Manager is: N/A.
GCC 1.1(cc)	The Site is located at: Fakirapool Office Compound MODS Zone -6, Dhaka WASA or as per direction of Engineer in charge.
GCC 1.1(hh)	The Works consist of: Activation of 9 Nos. Non functional SCADA System with necessary Software Synchronizing in existing local office's SCADA Server Station under MODS Zone-6.
GCC 5.1 (j)	Other's documents forming part of the Contract are – None.
GCC 10.1	Possession of the Site to the Contractor shall be given on the following date: 03 (Three) days from giving work order
GCC 14.1	The following Key Personnel to carry out the functions stated in the Schedule shall be employed by the Contractor: N/A
GCC 18.1	The Start Date shall be: 07 (Seven) days from the contract signing date.
GCC 19.1	The Intended Completion Date for the whole of the Works shall be: 20 (Twenty) days from the starting date.

M/S. MAISHA ENTERPRISE

NP
Proprietor

GCC 21.1	The Contractor shall submit a Programme for the Works within 02 (Two) days of signing the Contract.
GCC 29.1	The Defects Liability Period is 06 (Six) Months after completion of work
GCC 37.3	The particulars of the Bank Account nominated are as follows : Title of the Account : M/S Maisha Enterprise Name of the Bank : NRBC Bank Name of the Branch : Bashundhara Sub Branch Account Number : 519833300001878 Address : AWR melinda, House #22A-22R Road #01, Block #D Bashundhara R/A, Dhaka-1229 Tel: 019724 74031 Fax: e-mail address: maisha@nrbccommercialbank.com
GCC 38.1(e)	The following additional events shall also be the Compensation Events: None
GCC 39.1	The amount of Performance Security shall be 10 (Ten) percent of the Contract Price.
GCC 40.1	The amount of Liquidated Damages is 0.1 of ONE (1) percent of the contract value of the uncompleted works or any part thereof completed after expiry of the Intended Completion Date or extended Intended Completion Date, as applicable, per day of delay. <u>[Guide to application of GCC Sub Clause 40.1 above]</u> <i>[Liquidated damages is equivalent to an amount to be determined in accordance with the following formulae</i> $T = V \times P \times n$ <i>Where;</i> T = Total amount of Liquidated Damages V = Contract Value of Uncompleted Works, completed after the expiry of the Intended Completion Date or extended Intended Completion Date, as applicable P = Percent-rate at which the Liquidated Damages shall be imposed per day of delay n = No of days delayed for completion of uncompleted works or part thereof after the expiry of the Intended Completion Date or extended Intended Completion Date, as applicable.] The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is 10 (Ten) percent of the final Contract Price of the whole of the Works.

29/5/25

M/S. MAISHA ENTERPRISE

Proprietor 40

GCC47.1	The percentage to apply to the contract value of the works not completed, representing the Procuring Entity's additional cost for completing the uncompleted Works, is 10 (Ten) percent.
GCC 49.2(b)	The arbitration shall be conducted in the place mentioned below; Office of SE MODS Circle-1, Dhaka WASA. WASA Bhaban , 98 Kazi Nazrul Islam Avenue, Dhaka.

M/S. MAISHA ENTERPRISE


Proprietor