

Tender/Proposal Detail

Tender/Proposal ID	959798	Invitation Reference No. :	46. 24/
Closing Date and Time :	25-Mar-2024 12:20	Opening Date and Time :	25-
Procuring Entity :	Office of the EE, MODS Zone-7, Dhaka WASA		
Brief :	Repairing of water line leakage at Nama Shyampur, Smriti Dholaipar, Jurain etc. area under MODS Zone-7, Dhaka W		

Particular Conditions of Contract**PCC Clause****A. General****1. Definitions**

(r) Procuring Entity means a Procuring Entity having administrative and financial procurement of Works and Physical services using public funds and is as named the Contractor to carry out the Works.

The PE is [Md. Lemon Mia, Office of the EE, MODS Zone-7, Dhaka WASA,

Address	: 107/1/A/1/1 North Jatrabari
City	: Dhaka
Thana	: Dhaka South City Corporation
District	: Dhaka - 1232
Country	: Bangladesh

] The Development Partner is [None]

(s) Project Manager is the person named in the PCC or any other competent pe Procuring Entity and notified to the Contractor who is responsible for supervising 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 includ areas and to which Plant and Materials are to be delivered, and any other place the PCC as forming part of the Site.

Site location	Drawin
Shyampur, Smritidhara, Muradpur, East Dholaiapar, Jurain etc. area under MODS Zone-7, Dhaka WASA.	N/A

(y) Works means all works associated with the construction, reconstruction, site repair, maintenance or renovation of railways, roads, highways, or a building, an or an installation or any construction work relating to excavation, installation of e decoration, as well as physical services ancillary to works as detailed in the PC services does not exceed that of the Works themselves.

Sl. No	Works
1	Repairing of water line leakage at Nama Shyampur, Smritidhara, Muradpu etc. area under MODS Zone-7, Dhaka WASA.

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 P Possession of the Site to the Contractor shall be given on the following date:[30

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 C execution of the Works under the Contract.

The Start Date shall be [05 May 2024]

11. Intended Completion Date

11.1 Intended Completion Date is the date calculated from the start Date as spe it is intended that the Contractor shall complete the Works and Physical services Contract and may be revised only by the Project Manager by issuing an extensio

The Intended Completion Date for the whole of the Works shall be [29 Jun 2024

Programme of Works

12.1 Within the time stated in the PCC, the Contractor shall submit to the Project Manager a Programme showing the general methods, arrangements, order, and timing for 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 Employer, of any Defects before the end of the Defects Liability Period, which begins at Completion and ends at the time 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 time stated in the GCC Sub Clause 5.1;
- (b) Ground conditions are substantially more adverse than could reasonably have been anticipated by the issuance of the Notification of Award;
- (c) Other Contractors, public authorities, utilities, or the PE do not work within the 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 work which is then found to have no Defects;
- (f) Other Compensation Events described in the Contract or determined by the Project Manager shall apply.

Sl. No	Compensation Events
1	(a) PE does not give access to or possession of the Site or part of the Site; (b) Ground conditions are substantially different from those stated in the GCC Sub Clause 5.1; (c) Ground conditions are substantially different from those which could reasonably have been assumed before issuance of the Notification of Delay; (d) Contractors, public authorities, utilities, or the PE do not work within the time limits stated in the Contract, and they cause delay or extra cost to the Contractor; (e) The Project Manager unreasonably delays issuing a Completion Certificate; (f) The Project Manager requires the Contractor to uncover or to carry out additional tests upon work, which reveals Defects; (g) Other Compensation Events described in the Contract or determined by the Project Manager in the PCC shall apply

30. Liquidated Damages

30.1 The Contractor shall be liable to pay Liquidated Damages or in other words the Project Manager shall be entitled to deduct from the Interim Payments to the Contractor the amount of Liquidated Damages payable by the Contractor to the Project Manager at the rate per day as specified in the PCC for each day of delay from the Interim Payment Date for the uncompleted Works or for any part thereof.

30.2 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 (USD)
0.100	10.000

F. Termination

37. Payment upon Termination

37.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the Works completed and Plant and Materials ordered less payments made up to the date of the issue of the certificate. The Project Manager shall pay to the Contractor the amount from percentage to apply to the contract value of the works not completed at the date of termination of the Contract as specified in the PCC.

The percentage to apply to the contract value of the works not completed, representing the cost for completing the uncompleted Works, is [10.000] percent.

G. Disputes and Settlement

39. Settlement of Disputes

4.2 Arbitration

(a) If the parties are unable to reach a settlement as per GCC Clause 40.1 within the first written correspondence on the matter of disagreement, then either party or other party of its intention to commence arbitration.

(b) The arbitration shall be conducted in accordance with the Arbitration Act (Act 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 Dhaka WASA 7th Floor, WASA Bhaban, 98 Kazi Nazrul Islam Ave, Dhaka-1215]
