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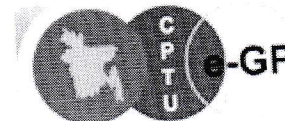
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Particular Conditions of Contract

Tender/Proposal Detail

Tender/Proposal ID : 802516

Invitation Reference No. : DWASA/GD/2022-23/Notice-15

Closing Date and Time : 12-Apr-2023 12:00

Opening Date and Time : 12-Apr-2023 12:00

Procuring Entity : Office of the EE, Generator Division, Dhaka WASA

Brief : Trouble Shooting, Servicing and Maintenance for 02(two) years of 195 units 250KVA DEUTZ brand Diesel Generator set at different MODS Zone of Dhaka WASA

[View Notice](#)

Tender/Proposal Status :

Contract Awarded

Particular Conditions of Contract

PCC Clause

A. General

1. Definitions

(j) Contractor means the Person under contract with the PE for the execution of Works under the Rules and the Act as stated in the PCC.

The Contractor is [null]

(y) Intended Completion Date is the date calculated from the Commencement 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 or an acceleration order.

The Intended Completion Date for the whole of the Works shall be [14 May 2025]

(bb) Original Contract Price is the Contract Price stated in the PE's Notification of Award (Form e-PW3-7) and further clearly determined in the PCC.

The original Contract price is [null]

(ff) PE means a PE 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.

(fff) Development Partner means the financier (partial or full) of this contract, as named in the PCC.

The PE is [Md. Emdadul Haque, Office of the EE, Generator Division, Dhaka WASA,

Address

: Darussalam Road, Mirpur

City

: Dhaka

Thana

: Darussalam

District

: Dhaka - 1216

Country

: Bangladesh

] The Development Partner is [None]

(gg) Project Manager is the person named in the PCC or any other competent person appointed by the PE and notified to 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, and name of authorized representative]

(kk) 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
Different Pumping Station Of DWASA	None

(nn) 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 [22 May 2023]

(rr) 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	The Works consist of troubleshooting, workshop-related works, periodical maintenance of 250 KVA diesel Generator set, repair of Electric motors, Generators; Alternators; Parts of electric motors, generators, Insulated cable accessories; Insulated wire and cable; Electrical equipment for engines; Machines and apparatus with individual functions; Electrical equipment and apparatus; Electrical parts of machinery or apparatus; Electromechanical equipment; Electronic, electromechanical and electrotechnical supplies;

2. Interpretation

2.5 Sectional completion

If sectional completion is specified in the PCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

Sl. No	Name of the Section	Sectional Completion Dates
1	The Sectional Completion Dates are: 02 (Two) years from the start date of work	2025-06-08

3. Communications and Notices

3.1 Communications between Parties such as notice, request or consent required or permitted to be given or made by one party to the other pursuant to the Contract shall be in writing to the addresses specified in the PCC.

The PE's address for the purpose of communications under this contract is : Contact person: Address: Tel: Fax: e-mail address:

The Contractor's address for the purpose of communications under this contract is : Contact person: Address: Tel: Fax: e-mail address:

6. 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	Other documents forming part of the Contract are; 1) Up-to-date bio data of the key personnel of the contractor. 2) Joint inspection report of contractor-supplied material by Divisional Engineers and Contractor/representative of Contractor. 3) Joint inspection report of contractor-supplied Pick-Up for transport purposes by Divisional Engineers and Contractor/representative of Contractor. 4) Joint inspection report of the workshop for workshop-related work purposes by Divisional Engineers and Contractor/representative of Contractor

9. Eligibility

The Contractor and its Subcontractor(s) shall have the nationality of a country other than that specified in the PCC.

Sl. No	Countries are not eligible
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- | | |
|---|--|
| 1 | A Contractor or a Subcontractor that is a national of, or registered in, the following countries are not eligible: Israel and the countries with whom Bangladesh Government has decided not to have trade relations. |
|---|--|

9.2 All materials, equipment, plant, and supplies used by the Contractor in both permanent and temporary works and services supplied under the Contract shall have their origin in the countries except any specified in the PCC.

Sl. No	Country of origin are not eligible
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- | | |
|---|--|
| 1 | Materials, Equipments Plants, and supplies shall not have their origin in the following countries: Israel and the countries with whom Bangladesh Government has decided not to have trade relations. |
|---|--|

13. Possession of the Site

13.1 The PE shall give possession of the Site or part(s) of the Site, to the Contractor on the date(s) stated in the PCC. If possession of a part of the Site is not given by the date stated in the PCC, the PE will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event as stated under GCC Sub Clause 69.1(a).

Sl. No	Name of the Parts of Works	Possession Dates
1	Possession of the Site for Trouble Shooting, Servicing, and Maintenance for 02(two) years of 195 units 250KVA DEUTZ brand Diesel Generator set at different MODS Zone of Dhaka WASA	2023-05-22

19. Contractor's Personnel

19.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the PCC, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager.

Following Key Personnel to carry out the functions stated in the Schedule shall be employed by the Contractor; [insert name(s)]

21. Nominated Subcontractor

21.1 Nominated Subcontractor named in the Contract shall be entitled to execute the specific components of the Works stated in the PCC.

Sl. No	Nominated Subcontractor's Name	Nominated Subcontractor entitled to execute the following specific components
1	Nominated Subcontractor(s) named: None	Entitled to execute the following specific components of the Works: None

23. Project Manager's Decisions

23.1 Except where otherwise specifically stated in the PCC, the Project Manager will decide Contractual matters between the PE and the Contractor in its role as representative of the PE.

The Contractual matters between the PE and the Contractor shall be decided by [state only if other than the Project Manager]

37. Insurance

37.1 The Contractor shall provide, in the joint names of the PE and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles specified in the PCC for the following events which are due to the Contractor's risks:

- loss of or damage to the Works, Plant, and Materials;
- loss of or damage to Equipment;
- loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- personal injury or death.

- The maximum deductible for insurance of the Works and of Plant and Materials is Tk [state amount] [the Contractor shall provide this amount at the time of Contract signing].
- The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is Tk [state amount]. [the amount could be 110% of the value of the works, plant and materials that may be lost in a worst case scenario].

- (c) The maximum deductible for insurance of Equipment is Tk [state amount]. [the Contractor shall provide this amount at the time of Contract signing].
- (d) The minimum cover for loss or damage to Equipment is Tk [state amount]. [the amount could be 110% of the replacement value of the equipment]
- (e) The maximum deductible for insurance of other property is Tk [state amount]. [the Contractor shall state this amount at the time of Contract signing].
- (f) The minimum cover for insurance of other property is Tk [state amount]. [it is the responsibility of the Contractor to obtain adequate insurance cover for such risks – recommended value 10% of contract price].
- (g) The minimum cover for personal injury or death insurance:
- (i) for the Contractor's employees is as per the law and common practice in Bangladesh.
- (ii) and for third parties is as per the law and common practice in Bangladesh.

B. Time Control

40. Commencement of Works

40.1 Except otherwise specified in the PCC, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Project Manager's instruction recording the agreement of both Parties on such fulfilment and instructing to commence the Works is received by the Contractor:

- (a) signing of the Contract Agreement by both parties upon approval of the by relevant authorities;
- (b) possession of the Site given to the Contractor as required for the commencement of the Works; and
- (c) receipt by the Contractor of the Advance Payment under GCC Clause 75 provided that the corresponding Bank Guarantee has been delivered by the Contractor, if any.

Commencement Date of Works : [15 May 2023]

Sl. No	Name of the Section	Sectional Commencement Dates
1	The Sectional Completion Dates are: 02 (Two) years from the start date of work	2023-06-19

42. Programme of Works

42.1 Within the time stated in the PCC, the Contractor shall submit to the Project Manager for approval a Programme of Works showing the general methods, arrangements, order, and timing for all the activities in the Works. The programme may be in the form of an Implementation Schedule prepared in any software or other form acceptable to the Project Manager.

The Contractor shall submit a Programme for the Works within [15] days of signing the Contract.

42.2 The Contractor shall submit to the Project Manager for approval of an updated Programme at intervals no longer than the period stated in the PCC. An update of the Programme shall be a Programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

The period between Programme updates is [3]

42.3 If the Contractor does not submit an updated Programme of Works at the intervals as stated under GCC Sub Clause 42.2, the Project Manager may withhold an amount as stated in the PCC from the next payment certificate and continue to withhold this amount until the next due payment after the date on which the overdue Programme of Works has been submitted.

The amount to be withheld for late submission of an updated Programme is [0.000]

C. Quality Control

57. Correction of Defects

57.1 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 shall be extended for as long as Defects remain to be corrected.

The Defects Liability Period is [6] months

D. Cost Control

66. Payments to the Contractor

66.3 Payments due to the Contractor in each certificate shall be made into the Bank Account in any scheduled Bank of Bangladesh of the title of the Contract specified in the PCC, nominated by the Contractor in the currency specified in the Contract.

Particulars of the Bank Account nominated are as follows:

Name of the Account:
Name of the Bank:
Name of the Branch:
Account Number:
Address:
Telephone:
Fax:
e-mail address:

69. Compensation Events

(m) Other Compensation Events described in the Contract or determined by the Project Manager in the PCC shall apply.

Sl. No	Compensation Events
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1	The following additional events shall also be the Compensation Events: None
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71. Price Adjustment

71.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. If so provided, the amounts as certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amount. The formula indicated below applies:

$P = A B (I_m / I_o)$
where:

P is the adjustment factor

A and B are Coefficients specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the Contract; and

I_m is the Index during the month the work has been executed and I_o is the Index prevailing twenty eight (28) days prior to the deadline for submission of Tender.

The Indexes to be used is as published by the Bangladesh Bureau of Statistics (BBS) on a monthly basis. In case not available, then other countries or authorities of the sources mentioned in Appendix to the Tender may be used.

The Contract is not subject to price adjustment

72. Retention Money

72.1 The PE may retain 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.

73. Liquidated Damages

73.1 The Contractor shall pay liquidated damages to the PE at the rate per day stated in the PCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the PCC. The PE may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

Liquidated Damages for the uncompleted Works or any part per day of delay (%)	The maximum amount of Liquidated Damages (%)
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5.000	10.000
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74. Bonus

74.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day if stated in the PCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion of the whole of the Works is earlier than the Intended Completion Date. The Project Manager shall require certifying that the Works are complete, although they may not have fallen due to being complete as per approved updated Programme of Works.

The Bonus for the whole of the Works of the final Contract price per day (%)	The maximum amount of Bonus (%)
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0.000	0.000
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75. Advance Payment

75.1 If so specified in the PCC, the PE shall make advance payment to the Contractor of the amounts and by the dates stated in the PCC against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the PE in an amount equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

Advance Amount	Advance Payment Due Date
0.000	

77. Provisional Sums

77.2 Plants, Materials or Services to be purchased by the Contractor under the provisions of GCC Sub Clause 77.1 from Nominated Subcontractor(s) or for meeting the other expenditures under the Contract, and for which there shall be included in the Contract price, the actual amounts paid or due to be paid by the Contractor, and a sum for VAT, profit and overhead charges, as applicable, calculated as a percentage of these actual amounts by applying the relevant percentage rate stated in the PCC.

The percentage for adjustment of Provisional Sums is [0.000]%

E. Completion of the Contract**84. As-built Drawings and Manuals**

84.1 If "As Built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PCC.

The date by which "as-built" drawings are required	The date by which operating and maintenance manuals are required
2025-06-11	2025-06-11

84.2 If the Contractor does not supply the Drawings and/or Manuals by the dates specified in GCC Sub Clause 84.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold a nominal amount specified in the PCC from payments due to the Contractor.

The amount to be withheld for failing to produce "as-built" drawings and/or operating and maintenance manuals by the date required is Tk [0.000]

F. Termination and Settlement of Disputes**90. Payment upon Termination**

90.1 If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 89.1 by the Contractor, the Project Manager shall issue a certificate for the value of the Works done and Plant and Materials ordered less advance payments received 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. If the total amount due to the PE exceeds any payment due to the Contractor, the difference shall be a debt payable to the PE.

The percentage to apply to the contract value of the works not completed, representing the PE's additional cost for completing the uncompleted Works, is [20.000] percent.

G. Claims, Disputes and Arbitration**94. Settlement of Disputes****94.2 Adjudication**

(a) If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within fourteen (14) days of notification of the Project Manager's decision in writing.

(b) The Adjudicator named in the PCC is jointly appointed by the parties. In case of disagreement between the parties, the Appointing Authority designated in the PCC shall appoint the Adjudicator within fourteen (14) days of receipt of a request from either party.

(c) The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it.

(d) The Contractor shall make all payments (fees and reimbursable expenses) to the Adjudicator, and the PE shall reimburse half of these fees through the regular progress payments.

Should the Adjudicator resign or die, or should the PE and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the PE and the Contractor. In case of disagreement between the PE and the Contractor the Adjudicator shall be designated by the Appointing Authority within fourteen (14) days of receipt of a request from either party as stated under GCC Sub Clause 94.2 (b)

Adjudicator Name	Adjudicator Address	Telephone No	Fax No	e-mail Address
Managing Director, Dhaka WASA	Address: 2nd Floor, 98, Kazi Nazrul Islam Avenue, Dhaka. In case of disagreement between the parties, the Appointing Authority for the Adjudicator is the President of the Institution of Project Managers, Bangladesh.	8189626, 8116792.	8116792.	Taqsem@yahoo.com
In case of disagreement between the parties, the Appointing Authority for the Adjudicator is the President of the Institution of Engineers, Bangladesh (IEB).				

94.3 Arbitration

(a) If the parties are unable to reach a settlement as per GCC Clauses 94.1 and 94.2 within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub Clause 94.3(b).

(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;
[WASA Bhaban, 98 Kazi Nozrul Islam Avenue, Dhaka.]

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