

Tender/Proposal Detail

Tender/Proposal ID :	1239639	Invitation Reference No. :	46.05.0000.000.509.31.099.26.16
Closing Date and Time :	18-Mar-2026 14:00	Opening Date and Time :	18-Mar-2026 14:00
Procuring Entity :	Office of the EE, MODS Zone-5, Dhaka WASA		
Brief :	Repairing & Maintance of lecakge on different dia water line with supply of necessary fitting at DMA 501,502 Under MODS Zone-5 Area,DWASA.		

Instructions for completing Tender/Proposal Data Sheet are provided in italics in parenthesis for the relevant ITT clauses

ITT Clause	Amendments of, and Supplements to, Clauses in the Instructions to Tenderers/Consultants
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A. General

ITT Clause	1. Scope of Tender
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1.1 The Procuring Entity, as indicated in the Tender Data Sheet (TDS) issues this Tender Document for the procurement of Works incidental thereto as specified in the TDS and as detailed in Section 6: Bill of Quantities. The name of the Tender and the number and identification of its constituent lot(s) are stated in the TDS.

The PE is
Executive Engineer,
MODS Zone-5, Dhaka WASA
55, Bir Uttam A.K. Kondokar Road,
Mohakhali TB Gate, Dhaka-1212
Telephone-+8802222299338
Email: modszone05dwas@gmail.com

The Name of the Tender is: Repairing & Maintance of lecakge on different dia water line with supply of necessary fitting at DMA 501,502 Under MODS Zone-5 Area,DWASA.

Brief Description of the Works: Do

Tender Ref:46.05.0000.000.509.31.099.26.16

Lot No(s): Single

ITT Clause	3. Source of Funds
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3.1 The Procuring Entity has been allocated public funds as indicated in the TDS and intends to apply a portion of the funds to eligible payments under the Contract for which this Tender Document is issued.

The source of public funds is: Own Fund

3.3 Payments by the development partner, if so indicated in the TDS, will be made only at the request of the Government and upon approval by the development partner or foreign state or Organisation in accordance with the applicable Financing / Credit / Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.

The name of the Development Partner is
[state name of Development Partner]

ITT Clause	4. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices
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4.1 The Government, and the Development Partner, if applicable, requires that the Procuring

Entity as well as the Tenderers and Contractors (including sub-contractors, agents, personnel, consultants, and service providers) shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under public funds. The Tenderer shall require to submit a Letter of Acceptance of Development Partner's Anticorruption Guidelines or similar document(s) as stated in the TDS.

The Bidder shall submit the signed copy of Form e-PW3D-9 Letter of Acceptance of the Development Partner's Anticorruption Guidelines and Sanctions Framework as part of Bid.
[The PE shall annex document or refer to any online content (as per convenience) with respect to the respective DP's such guidelines with the form e-PW3D-9.]

ITT
Clause 5. Eligible Tenderers

5.1 This Invitation for Tenders is open to all potential Tenderers from all countries, except for any specified in the TDS.

Tenderers from the following countries are not eligible: N/A

5.13 Tenderers shall have the up-to-date valid license(s), issued by the corresponding competent authority, as specified in the TDS.

Tenderers shall have the following up to date valid License

ITT
Clause 6. Eligible Materials, Equipment and Associated Services

6.1 All materials, equipment and associated services to be supplied under the Contract are from eligible sources, unless their origin is from a country specified in the TDS.

Materials, Equipment and associated services from the following countries are not eligible: N/A

C. Qualification Criteria

ITT
Clause 13. Experience Criteria

13.1 Tenderers shall have the following minimum level of construction experience to qualify for the performance of the Works under the Contract:

(a) a minimum number of years of general experience in the construction of works as Prime Contractor or Subcontractor or Management Contractor as specified in the TDS; and

The minimum number of years of general experience of the Tenderer in the construction works as Prime Contractor or Subcontractor or Management Contractor shall be [state number] years.

[Determination of general experience shall be subject to factors like market situation, complexity, value and nature of procurement. For example, it may be three (3) years for common type of procurement; years counting backward from the date of publication of IFT in the newspaper.]

13.1 (b) specific experience as a Prime Contractor or Subcontractor or Management Contractor in construction works, under public sector, of a nature, complexity and methods/construction technology similar to the proposed Works, in at least a number of contract(s) and, each with a minimum value over the period, as specified in the TDS.

The minimum specific experience as a Prime Contractor or Subcontractor or Management Contractor in construction works under public sector of at least 01 contract(s) of Similar Work Experience successfully completed within the last 03 (three) years, each with a value of at least Tk. 3.0 lac.

ITT
Clause 14. Financial Criteria

14.1 (b) the average annual construction turnover under the public sector as specified in the TDS during the period specified in the TDS;

... experience of the Tenderer in the construction works as

[Determination of general experience shall be subject to factors like market situation, complexity, value and nature of procurement. For example, it may be three (3) years for common type of procurement; years counting backward from the date of publication of IFT in the newspaper.]

14.1 (c) availability of minimum financial resources in any form or combination of forms of liquid assets or credit line(s) or working capital, net of other contractual commitments of the amount as specified in the TDS; and

The required average annual construction turnover under public sector shall be greater than Tk 25 lac over the last 03 (Three) financial years .

14.1 (d) The Minimum Tender Capacity as specified in the TDS.

The minimum amount of financial resources as liquid asset or working capital or credit line(s) or specific credit commitment or in any combination of them, of the Tenderers shall be Tk 2 lac taka Only.

ITT
Clause

15. Personnel Capacity

15.1 Tenderers shall have the minimum level of personnel capacity to qualify for the performance of the Works under the Contract consisting of a Construction Project Manager, Engineers, and other key staff with qualifications and experience as specified in the TDS. If necessary, the tenderer shall also have minimum level of personnel capacity to manage the Environmental and Social (ES) risks of the project as mentioned in the TDS.

A Construction Project Manager, Engineer, and other key staff shall have the following qualifications and experience supported by CVs following the Form e-PW3D-5.
(The positions and other info in the following table are indicative ones, those have to be determined according to the nature and scale of proposed works):

No	Position	Total Works Experience (Years)	Experience in Similar Works (Years)	Qualifications
1	Project Manager (Contractor's Representative)	10	5 years as Project Manager or Resident Engineer in civil engineering projects of a similar nature and complexity.	Bachelor's degree in Civil Engineering
2	Project Engineer	8	4 years as Deputy Project Manager or Resident Engineer in civil engineering projects of a similar type	Bachelor's degree in Civil Engineering
3	Surveyor	5	3 years in topographic survey, construction survey, mapping.	Diploma from a Government accredited Survey Institute or similar

				Diploma from any recognized Institute
4	Quality Assurance & Quality Control Engineer	5	3 years in preparing and executing quality assurance plan, quality control, measurement of works, and preparation of IPC (Interim Payment Certificate).	Bachelor's degree in Civil Engineering, and Training in Material Testing
5	Site Engineer (Civil) – (2 Nos)	5	2 years in supervision of road construction and building construction works.	Diploma in Civil Engineering
6	Site Manager/ Supervisor (2 Nos.)	5	2 years in construction management works.	Minimum HSC
7	Jr. Site Engineer	1	1 year in supervision.	Diploma in Civil Engineering
8	Lab Technician	5	3 years as lab technician.	Diploma in Civil Engineering

Environment and Social Management related indicative key ES staff (to be determined according to the nature and scale of proposed works):

9	Environmental Officer	5	3 years in Environment related positions	Bachelor's degree in Environmental Science or Engineering or similar field
10	Social Development Officer	5	3 years in Social Development related positions	Bachelor's degree in Social Science or similar field
11	Occupational Health & Safety (OHS) Officer	5	2 years in OHS related positions	Bachelor Degree on relevant field as well as professional training on OHS.

*[qualification of an alternative Construction Project Manager may also be requested]
[for Tenders where the package contains more than one (1) lot, this qualification requirement may be necessary for each lot in the package, subject to the nature of the control required over each package]*

ITT
Clause

16. Equipment Capacity

16.1 Tenderers shall own suitable equipment and other physical facilities or have proven access through contractual arrangement to hire or lease such equipment or facilities for the desired period, where necessary or have assured access through lease, hire, or other such method, of the essential equipment, in full working order, as specified in the TDS.

Tenderers shall own or have proven access to hire or lease of the major construction equipment, in full working order as follows:

No	Equipment Type and Characteristics	Minimum Number Required	Source of Availability (owned/hired/leased)

[for Tenders where the package contains more than one (1) lot, this qualification requirement may be necessary for each lot in the package, subject to the nature of the control required over each package]

ITT
Clause

17. Joint Venture (JV)

17.1 Tenderers may participate in the procurement proceedings forming a Joint Venture(JV) by an agreement, without alterations, in the format as specified in the Format e-PW3D-B, executed case by case on a non-judicial stamp of value as specified in the TDS or alternately with the intent to enter into such an agreement supported by a Letter of Intent along with the proposed agreement duly signed by all legally authorised partners of the intended JV and authenticated by a Notary Public, with the declaration that the partners will execute the JV agreement in the event the Tenderer is successful

Tenders are not allowed to form Joint Ventures to participate in this tendering process.

17.2 The figures for each of the partners of a JV shall be added together to determine the Tenderer's compliance with the minimum qualifying criteria; however, for a JV under ITT Sub Clause 17.1, with number of partners as specified in the TDS to qualify, Lead partner and other partners must meet the criteria as specified in the TDS. Failure to comply with these requirements will result in non-responsiveness of the JV Tender.

Maximum number of partners in the JV shall be: N/A

ITT
Clause

18. Subcontractor(s)

18.4 The Procuring Entity may also select in advance Nominated Subcontractor(s) to execute certain specific components of the Works and if so, those will be specified in the TDS.

The Nominated Subcontractor(s) named shall execute the following specific components of the proposed Works:Not applicable

D. Tender Preparation

ITT
Clause

23. Contents of Tender

23.1 (f) The Tenderer shall submit with its Tender the following documents as a proof of fulfilling taxation obligations in accordance with ITT Sub Clause 5.5;

- i. TIN certificate;
- ii. Acknowledgement slip issued by the competent income tax authority as a proof of submission of income tax return for the Assessment Year as mentioned in the TDS; and
- iii. Value Added Tax registration certificate/ Business Identification Number.

Income Tax Assessment Year shall be 2024-2025.

23.1 The Tender prepared by the Tenderers will comprise the following:
(m) any other document as specified in the TDS.

Tenderer shall submit with its Tender, the following additional documents:

1. Valid Trade License. (renewed for Financial Year 2025-2026)
2. Income Tax Clearance Certificate. (Assessment Year 2024-2025)
3. VAT registration certificate. (BIN should be included)
4. Document showing available liquid assets. (Not before IFT Published)
5. Work Completion certificate in support of performing the required works or Specific Work Experience.
6. List & necessary document (i.e. Curriculum Vitae, Agreement, NID, Certificates, Photo) of having necessary manpower.

ITT
Clause

26. Tender Prices, Discounts and Price Adjustment

26.8 If so stated under ITT Sub Clause 26.8, Tenders are being invited with a provision for price adjustments. The unit rates quoted by the Tenderers are subject to adjustment during the performance of the Contract in accordance with the provisions of General Conditions of Contract (GCC) Clause 69 and, in such case the Procuring Entity shall provide the indexes and weightings or coefficients in Appendix to the Tender (Table 1.1 and Table 1.2) for the price adjustment formulae as specified in the Particular Conditions of Contract (PCC).

The prices quoted by the Tenderers shall be fixed for the duration of the Contract: N/A

ITT
Clause

30. Documents Establishing Technical Proposal

30.1 Tenderers shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, risks involved and measures thereagainst and any other information as stipulated in TDS, in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work requirements and the completion time.

The required Technical Proposal shall include the following additional information: N/A

ITT
Clause

31. Documents Establishing the Tenderer's Qualification

31.1 (i) reports on the financial standing of the Tenderer, such as audited profit and loss statements and balance sheet for the past years as specified in the TDS, of the entity(s) participating in the Tender, substantiated by Audit Reports.

The required audit reports on the financial standing, such as profit and loss statements and balance sheet shall be for the past 3(Three) years.

31.1 (e) Current information regarding claims under litigation as specified in the TDS, in which the Tenderer is involved, the parties concerned, and value of claim as stated under ITT Sub Clause 14.1(a) substantiated by statement(s) of the entity(s) participating in the Tender in its letter-head pad;

The required information regarding claims under litigation shall be current or during the last 3(Three) years.

ITT
Clause

32. Validity Period of Tender

32.1 Tenders shall remain valid for the period as specified in the TDS after the date of Tender submission deadline. A Tender valid for a period shorter than that specified will be considered, non-responsive.

The Tender Validity period shall be 120 (one Hundred Twenty) days.

ITT
Clause

34. Tender Security

34.1 e-Tender security will be prepared by the bank registered with e-GP system in favour of the Procuring Entity upon such request from the Tenderer. e-Tender security amount, as specified in the TDS, shall be kept in custody of the bank and transaction information will be updated in the e-GP system.

The amount of the Tender Security shall be TK 10,000/- (Ten Thousand Taka)

G. Contract Award

ITT
Clause

63. Performance Security

63.1 Performance Security shall be provided by the successful Tenderer in BDT currency, as mentioned in the TDS.

Performance Security shall not be required.

ITT
Clause

64. Form and Time Limit for Furnishing of Performance Security

64.2 Within the timeline mentioned in the TDS from the issuance of the NOA but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security for the due performance of the Contract in the amount as stated under ITT Sub Clauses 63.1 or 63.2.

The successful Tenderer shall furnish the Performance Security for the due performance of the Contract within [mention number of working days as per Rule 123(7) of the PPR 2025: 7/10/14] working days of issuance of the Notification of Award (NoA).

[• Within seven (7) working days, where the estimated cost does not exceed BDT 50 million (Taka five crore);

• Within ten (10) working days, where the estimated cost exceeds BDT 50 million (Taka five crore) but does not exceed BDT 250 million (Taka twenty-five crore);

• Within fourteen (14) working days, where the estimated cost exceeds BDT 250 million (Taka twenty-five crore).]

ITT
Clause

67. Retention Money and Contractual Security

67.1 Until the completion of all Works, the Procuring Entity shall deduct from each interim payment certificate, a retention amount at the percentage rate as mentioned in TDS. Such retained amounts shall be withheld from the sums otherwise payable to the Contractor.

If no frontloading or unbalanced is found in the Tenderer's price, the Procuring Entity shall deduct at the rate of (10) percent] from each interim payment certificate as Retention Money.

67.3 The Contractual Security against the contract shall not go beyond the amount mentioned in the TDS unless it is recommended by the TEC to extend as mentioned in ITT Sub Clause 67.4.

The Contractual Security against the contract shall not go beyond ten (10) percent of the contract price.

ITT
Clause

68. Contract Signing

68.2 Within the timeline mentioned in the TDS from the issuance of the NOA but not later than the date specified therein, the successful Tenderer and the Procuring Entity shall sign the contract. In the event the successful Tenderer is a JV, all partners of that JV must sign.

The successful Tenderer shall sign the contract with the Procuring Entity within [mention number of days as per Rule 123(9) of the PPR 2025: 14/21/28] days of issuance of the Notification of Award (NoA).

[• Within seven (7) working days, where the estimated cost does not exceed BDT 50 million (Taka

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

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

The Contractor is [null]

(bb) 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 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 [24 Apr 2026]

(ee) Original Contract Price is the Contract Price stated in the Procuring Entity's Notification of Award (Form e-PW3D-10) and further clearly determined in the PCC.

The original Contract price is [null]

(ii) Procuring Entity means a Procuring Entity having administrative and financial powers to undertake procurement of Works using public funds and is as named in the PCC who employs the Contractor to carry out the Works.

(jj) Development Partner means the international agency(ies) or country(ies) which provide(s) financial (full or partial) and/ or technical assistance for the contract as named in the PCC.

The PE is [Md. Shahin Hassan, Office of the EE, MODS Zone-5, Dhaka WASA,

Address	: 2nd Floor, TB Gate, Mohakhali
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City	: Dhaka
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Thana	: Dhaka North City Corporation
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District	: Dhaka - 1213
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Country	: Bangladesh
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] The Development Partner is [None]

(kk) 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 administering the Contract.

The Project Manager is
[Name, address, and name of authorized representative]

(pp) 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
-	-

(ss) Start Date is the date given 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 [30 Mar 2026]

(ww) 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 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	As per Boq

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).

Sectional Completion Dates are:

Sl. No.	Name of the Section	Sectional Completion Date

[state part of the works and the corresponding dates, if applicable]

3. Communications & Notices

3.1 Communications between Parties (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 Procuring Entity's address for the purpose of communications under this contract is :

Contact person:

Address:

Tel:

e-mail address:

The Contractor's address for the purpose of communications under this contract is :

Contact person:

Address:

Tel:

e-mail address:

6. Documents Forming the Contract and Priority of Documents

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

Sl. No	Other documents forming part of the Contract
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9. Eligibility

9.1 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

1 -

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

1 -

13. Possession of the Site

13.1 The Procuring Entity 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 Procuring Entity 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 67.1(a). Further delays may lead to fundamental breach of contract as per GCC Sub Clause 88.1(vi).

Sl. No

Name of the Parts of Works

Possession Dates

1

-

2026-03-25

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)]

20. Subcontracting

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

Nominated Subcontractor(s) named below;
[insert name(s)]

shall be entitled to execute the following specific components of the Works
[state none, if not applicable]

22. Project Manager's Decisions

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

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

26.1 The Contractor shall throughout the execution and completion of the Works and the remedying of any defects therein:

c. prepare and submit to the Project Manager for approval an ES risk management plan as mentioned in the PCC in compliance with the ES Specifications within fifteen (15) days of commencement of work;

Sl. No	ES management plan	Requirement
1	i. Occupational health and Safety (OHS) plan	Not Required
2	ii. Air, water and noise pollution prevention plan and resource efficiency measures	Not Required
3	iii. Community Health and Safety (CHS) plan	Not Required
4	iv. Traffic Management Plan	Not Required
5	v. Emergency Response Plan	Not Required

28. Welfare of Labourers

28.4 In addition to complying with the labour welfare provisions as per applicable national laws and regulations, the Contractor shall also comply with the labour and working conditions as required in PCC and ES Specifications.

Sl. No	Description of Document/Action	Requirement
1	i. The Contractor shall have a grievance redress mechanism for Contractor's Personnel to raise workplace concerns.	Not Required

36. Insurance

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

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

The insurance cover shall be:

- (a) The minimum cover for the Works and of Plant and Materials is Tk [state amount].
[the Procuring Entity shall state the amount at the time of preparing PCC. Amount could be 110% of the value of the works, plant and materials]
- (b) The maximum deductible for insurance of the Works and of Plant and Materials is [state amount].
[the Contractor shall state this amount at the time of Contract signing. Amount could be 3-5% of the sum insured]
- (c) The minimum cover for loss or damage to Equipment is Tk [state amount].
[the Procuring Entity shall state the amount at the time of preparing PCC. Amount could be 110% of the replacement value of the equipment]
- (d) The maximum deductible for insurance of

Equipment is [state amount].

[the Contractor shall state this amount at the time of Contract signing. Amount could be 3-5% of the sum insured].

- (e) The minimum cover for other property is [state amount].
[the Procuring Entity shall state the amount at the time of preparing PCC. Amount could be 10% of the Contract Price]
- (f) The maximum deductible for insurance of other property is [state amount].
[the Contractor shall state this amount at the time of Contract signing. Amount could be 3-5% of sum insured]
- (g) The minimum cover for personal injury or death:
(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

39. Commencement of Works

39.1 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 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 73 provided that the corresponding Bank Guarantee has been delivered by the Contractor, if any.
- (d) Preparation and approval of ES risk management plans as mentioned in the PCC.

Commencement Date of Works:[25 Mar 2026]

41. Programme of Works

41.1 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 [5] days of signing the Contract.

41.2 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 [5]

41.3 If the Contractor does not submit an updated Programme of Works at the intervals as stated under GCC Sub Clause 41.2, 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 [10.000]

C. Quality Control

56. Correction of Defects

56.1 The Project Manager shall give notice to the Contractor, with a copy to the Procuring Entity 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

64. Certification for Payment

64.4 However, before issuing the payment certificate the Project Manager shall verify if the Contractor is in breach of ES obligations as mentioned in GCC Clauses 26-29 and Sub Clause 37.3 and Section 9: ES specification. In case the Contractor fails to comply with any ES obligations under the Contract, an amount as specified in the PCC, due to take remedial actions against that failure as directed by the Project Manager within the specified timeframe, may be withheld until the work or obligation has been performed. If the contractor ultimately fails to comply with the ES Specifications, the withheld amount shall be forfeited as penalty.

The amount of payment withheld of forfeited amount due to failure in compliance with any obligations under ES Specifications or reporting arrangement shall be [0.100]

64.5 The maximum total amount withheld or forfeited due to failure in compliance with ES Specifications as mentioned in GCC Sub Clause 64.4 shall not exceed the amount as specified in the PCC.

The maximum amount of payment withheld of forfeited due to failure in compliance with ES Specifications is [2.000] percent of the final Contract Price of the whole of the Works.

65. Payments to the Contractor

65.3 Payments due to the Contractor in each certificate shall be made into the Bank Account, in any scheduled Bank of Bangladesh, of the legal title of the Contract specified in the PCC, nominated by the Contractor and issue an Interim Payment certificate (IPC).

The particulars of the Bank Account nominated are as follows:

Title of the Account : [insert title to whom the Contract awarded]

Name of the Bank : [insert name with code, if any]

Name of the Branch : [insert branch name with code ,if any]

Account Number : [insert number]

Address : [insert location with district]

Tel :

e-mail address :

[information furnished by the Contractor shall be substantiated by the concerned Bank and authenticated by the Procuring Entity]

66. Delayed Payment

66.1 If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment at the rate as specified in the PCC. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made.

The rate of interest shall be:[0.000] percent

67. Compensation Events

67.1 The following shall be Compensation Events:

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

Sl.
No

Compensation Events

69. Price Adjustment

69.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. If so provided, the adjustment will be applicable after twelve (12) months from the commencement of the Contract and 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 formulae 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

70. Retention Money

70.1 The Procuring Entity 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 10.00% percent.

Performance Security : 0.0%

71. Liquidated Damages

71.1 Except as provided under GCC Sub Clause 83, if the Contractor fails to complete the Works within the Intended Completion Date or extended Intended Completion Date of the contract or Intended Sectional Completion Date or extended sectional completion date of any section under the contract, the Procuring Entity shall, as Liquidated Damages, deduct from the Contract Price, a sum at the percent-rate per day of delay as specified in the PCC, of the contract value of the uncompleted works or part thereof completed after the Intended Completion Date or extended Intended Completion Date, as applicable. The total amount of Liquidated Damages or Delay Damages shall not exceed the amount specified in the PCC. The Procuring Entity 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 (%)
0.005	10.000

72. Bonus

72.1 The Contractor shall be paid a Bonus calculated at the percent-rate per 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 is [insert between 0.03 and 0.05] percent of the final Contract Price per day of early completion.

The maximum amount of Bonus for the whole of the Works is [insert ≤ ten (10)] percent of the final Contract Price

[if early completion would provide benefits to the Procuring Entity, this clause should remain, otherwise state "Not Applicable". The bonus is usually numerically equal to the Liquidated Damages]

73. Advance Payment

73.1 The Procuring Entity shall make advance payment, if so specified in the PCC, to the Contractor in the amounts and by the dates specified in the PCC against an irrevocable unconditional Bank Guarantee issued by any scheduled Bank of Bangladesh in the format as specified (Form e-PW3D-13), without alteration, and acceptable to the Procuring Entity of an amount equal to the advance payment. The Guarantee shall remain effective until the advance payment has been amortized, but the amount of the Guarantee shall be progressively reduced by the amounts amortized by the Contractor. Interest will not be charged on the advance payment.

Advance Amount	Advance Payment Due Date
0.000	

73.3 The advance payment shall be amortized by deducting at proportionate rate from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works as specified in the PCC. No account shall be taken of the advance payment or its amortization in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

The percentage is [20.000]%

75. Provisional Sums

75.2 Plants, Materials or Services to be purchased by the Contractor under the provisions of GCC Sub Clause 75.1 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 profit, overhead and VAT, as applicable, calculated as a percentage of these actual amounts by applying the relevant percentage rate as specified in the PCC.

The percentage for adjustment of Provisional Sums is

..... % (.....percent)

[state none, if not applicable. Usually covers the profit, overhead and VAT costs]

E. Completion of the Contract

82. As-built Drawings and Manuals

82.1 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 is [insert date]

The date by which operating and maintenance manuals are required is [insert date]

82.2 If the Contractor does not supply the Drawings and/or Manuals by the dates specified in GCC Sub Clause 82.1, 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 [insert amount]
[usually a very nominal amount]

F. Termination and Settlement of Disputes

92. Payment upon Termination

92.1 If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 88.1 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, further deduct the amount of compensation for the works not completed, as indicated in the PCC. This amount can be realised from the payable amount to be received by the contractor, if any or from Performance Security. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity which may be realised from other contractual dues to the Contractor.

if the works not completed, representing the PE's additional

cost for completing the uncompleted Works, is [15.000] percent.

G. Claims, Disputes and Arbitration

96. Settlement of Disputes

96.2 Adjudication

(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.

Adjudicator Name	Adjudicator Address	Telephone No	Fax No	e-mail Address
MD. SALEKUR RAHMAN Deputy Chief Accounts Officer Accounts Division-01, Dhaka WASA	Accounts Division-01, Dhaka WASA. 12th Floor, WASA Bhaban, 98, Kazi Nazrul Islam Avenue, Kawranbazar, Dhaka-1215.	+8801712340359		

In case of disagreement between the parties, the Appointing Authority for the Adjudicator is the President of the Institution of Engineers, Bangladesh (IEB).

96.3 Arbitration

(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;
[Office of the Chief Engineer, Dhaka WASA. 7th Floor, WASA Bhaban, 98, Kazi Nazrul Islam Avenue, Kawranbazar, Dhaka-1215]