

The Defects Liability Period is Twelve (12) months to cover at least one complete monsoon season.

D. Cost Control

GCC Clause 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

The following additional events shall also be the Compensation Events: As per instruction of PE

GCC Clause 30. Liquidated Damages

30.1 The Contractor shall be liable to pay Liquidated Damages or in other words the Delay Damages to the PE at the rate per day as specified in the PCC for each day of delay from the Intended Completion Date, for the uncompleted Works or for any part thereof.

The amount of Liquidated Damages or in other words Delay Damages is 0.10 of 1(One) percent of final Contract price of the incomplete Works or any part thereof of its per day of delay.

30.2 The total amount of Liquidated Damages shall not exceed the amount defined in the PCC.

The maximum amount of Liquidated Damages for the incomplete Works or any part thereof is 10 (Ten) percent of the final Contract price of the whole of the Works.

F. Termination

GCC Clause 37. Payment upon Termination

37.1 If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 37.1 by the Contractor, the Project Manager shall issue a certificate for the value of the Works done and Plant and Materials ordered less payments made 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.

The percentage to apply to the contract value of the works not completed, representing the Procuring Entity's additional cost for completing the incomplete Works, is 10 (Ten) percent.

G. Disputes and Settlement

GCC Clause 39. Settlement of Disputes

39.2 Arbitration

- (a) If the parties are unable to reach a settlement as per GCC Clause 40.1 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.
- (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:
Chief Engineer
Dhaka WASA
7th Floor, WASA Bhaban, 98 Kazi Nazrul Islam Avenue
Kawran Bazar, Dhaka-1215

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15.6.23

মোঃ আফজাল হোসেন

সহকারী প্রকৌশলী
মডেল জোন-৭, ঢাকা ওয়াসা