M/S EXCELLENT ENGINEERING & TECHNOLOGY
এক্সিলেন্ট ইঞ্জিনিয়ারিং এন্ড টেকনোলজী
Engineers & Builders
Civil, Electrical, 1st Class Govt. Contrectors & Suppliers

Ref :

Date : 20-09-23

২৬১৯/FMD-2
20/৯/২৩

AE/SAE
20/৯/২৩

বরাবর,
নির্বাহী প্রকৌশলী
এফ এম বিভাগ-২, ঢাকা ওয়াসা।

বিষয়ঃ- Repair-maintenance of electric sub stations of different pump station under MODS Zone-5, DWASA কাজের ওয়্যারেন্টি প্রদান প্রসঙ্গে।

সুত্রঃ স্বারক নংঃ- ৪৬.০৫.০০০০.৪২৪.৩৭.০৭০.২৩.০৭.১৩.১৩, তাং-৩০/০৮/২০২৩ইং ।

উর্পযুক্ত বিষয় ও সুত্রের প্রেক্ষিতে আলোচ্য কাজটি ভারপ্রাপ্ত প্রকৌশলীর নির্দেশ ও পরামর্শ মোতাবেক যথাযথভাবে সম্পন্ন করেছি। আলাচ্য কাজের সিডিউল অনুসারে নির্দিষ্ট সময়ের ওয়্যারেন্টি প্রদান করছি। উক্ত সময়ের মধ্যে মালামালের কোন প্রকার ত্রুটি পরিলক্ষিত হলে তা মেরামত অথবা যথাযথ ব্যবস্থা গ্রহন করব।

এমতাবস্থায়, আলোচ্য কাজটির চুড়ান্ত বিল প্রদানের জন্য অনুরোধ করছি।

বিনীত নিবেদক

M/s. Excellent Engineering & Technology
Proprietor

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View PCC

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Tender/Proposal Detail

Tender/Proposal ID :	856338	**Invitation Reference No. :**	46.05.0000.424.37.070.23.07
Closing Date and Time :	17-Aug-2023 14:25	**Opening Date and Time :**	17-Aug-2023 14:25
Procuring Entity :	Office of the EE, Field Maintenance Division-2, Dhaka WASA		
Brief :	Repair-Maintenance of electric sub stations of different pump station under MODS Zone-5, DWASA.		
Tender/Proposal Status :	**Contract Awarded**		View Notice

Instructions for completing the Particular Conditions of Contract are provided in italics in parenthesis for the relevant GCC Clauses.	
GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General	
GCC Clause	1. Definitions
	(r) Procuring Entity means a Procuring Entity 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.
	The Procuring Entity is Sujon Chandra Barman., Executive Engineer, F.M Division-2, Dhaka WASA Address: Darus Salam Road, Mirpur, Dhaka-1216 Telephone: +880-2-9001740 Fax No.: +8802-9009648 e-mail address: ee_fmd2@yahoo.com.
	(y) 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.
	The work consists of Repair-Maintenance of electric sub stations of different pump station under MODS Zone-5, DWASA.
	(s) 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 Physical services and administering the Contract.
	The Project Manager is Sujon Chandra Barman., Executive Engineer, F.M Division-2, Dhaka WASA Address: Darus Salam Road, Mirpur, Dhaka-1216 Telephone: +880-2-9001740 Fax No.: +8802-9009648 e-mail address: ee_fmd2@yahoo.com.
	(t) 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.
	The Site is located at different pump station under MODS Zone 5, DWASA.
GCC Clause	3. Documents Forming the Contract and Priority of Documents
	(j) any other document listed in the PCC forming part of the Contract.
	Not Applicable.
GCC Clause	5.Possession of the Site
	5.1 PE shall give possession of the to the Contractor on the date stated in the PCC.
	Possession of the Site to the Contractor shall be given on the following date : Within 14 (fourteen) days after signing contract agreement.
B. Time Control	
GCC Clause	10. Start Date
	10.1 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 3 September 2023.
GCC Clause	11. Intended Completion Date

	11.1 Intended Completion Date is the date calculated from the start 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.
	The Intended Completion Date for the whole of the Works shall be 18 October 2023.
GCC Clause	12. Programme of Works
	12.1 Within the time stated in the PCC, the Contractor shall submit to the Project Manager, for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works.
	The Contractor shall submit a Programme for the Works within 7 (seven) days of signing the Contract.
C. Quality Control	
GCC Clause	19. Correction of Defects
	19.1 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 is 6 (six) months from the final acceptance.
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 direction of Engineer in Charge as required during work.
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 1 (One) percent of final Contract price of the uncompleted Works or any part there of it's 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 uncompleted 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 uncompleted Works, is 20 (twenty) 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; Office of the DMD (O & M) , DWASA, WASA Bhaban, Kawran Bazar Dhaka.

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