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Particular Conditions of Contract

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Tender/Proposal Detail

Tender/Proposal ID :	1085820	Invitation Reference No. :	46.05.0000.203.31.002.19/Notice-24
Closing Date and Time :	25-Mar-2025 12:30	Opening Date and Time :	25-Mar-2025 12:30
Procuring Entity :	Office of DS, Common Service Division		
Brief :	Cleaning Works of Jatrabari (MODS Zone-01 & 07, Revenue Zone-01 & 07) office building of Dhaka WASA.		
Tender/Proposal Status :	Contract Awarded		

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Particular Conditions of Contract

PCC Clause

A. General

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 PE is [Shahidul Islam, Office of DS, Common Service Division,

Address	: 2nd Floor, WASA Bhaban 98, Kazi Nazrul Islam Avenue Kawran Bazar, Dhaka
City	: Dhaka
Thana	: Dhaka North City Corporation
District	: Dhaka - 1215
Country	: Bangladesh

] The Development Partner is [None]

(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
[Name, address]

(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.

Site location	Drawings Nos
MODS Zone-01 & 07, Revenue Zone-01 & 07) office building of Dhaka WASA.	N/A

(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.

Sl. No	Works
1	Cleaning Works of Jatrabari (MODS Zone-01 & 07, Revenue Zone-01 & 07) office building of 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	Other documents forming part of the Contract are; a) Detailed capability of using equipment for this work by the Tenderer. b) Details of manpower to be used for this work. c) Details of Dress Code to be followed. d) Details Contract address, Telephone No. Fax, e-mail address of the Tenderer.

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:[13 Apr 2025]

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 Contractor shall commence execution of the Works under the Contract.

The Start Date shall be [18 Apr 2025]

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 [13 Apr 2026]

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] 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 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 [0] months

D. Cost Control

28. Compensation Events

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

Sl. No	Compensation Events
1	N/A

29. Retention Money

29.2 PE shall retain balance Retention Money 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 [5.000] percent.

31. Liquidated Damages

31.1 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.

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

Guide to application of this GCC Sub Clause

Liquidated damages is equivalent to an amount to be determined in accordance with the following formula

$$T_{LD} = V_{UW} \times P \times n$$

Where;

T_{LD} = Total amount of Liquidated Damages

V_{UW} = Value of Uncompleted Works (i.e. works not having been completed as of the expiry of the Intended Completion Date plus the works completed after the expiry of the Intended Completion Date). V_{UW} shall be calculated by deducting the value of the completed works under the Contract from the total Contract price

P = Percent-rate at which the Liquidated Damages shall be imposed for every day of delay

n = No of days of delay for completion of works under the Contract

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

F. Termination

38. Payment upon Termination

38.1 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 PEs additional cost for completing the uncompleted Works, is [20.000] percent.

H. Disputes and Settlement

41. Settlement of Disputes

(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;
[The arbitration shall be conducted in the place mentioned below; [Secretary, Dhaka WASA, Dhaka.]

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