

Section 4. Particular Conditions of Contract

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
GCC 1.1(h)	The Contractor is [Name and address]
GCC 1.1(z)	<i>The Procuring Entity is: Executive Engineer, MODS ZONE-9, Dhaka WASA.</i> <i>Address:</i> <i>Office of the Executive Engineer, MODS ZONE-9, Dhaka WASA.</i> <i>Plot-19, Road-Shahajalal Avenue, Sector-6, Uttara, Dhaka-1230, Dhaka.</i>
GCC 1.1(aa)	<i>The Project Manager is: Executive Engineer, MODS ZONE-9, Dhaka WASA.</i> <i>Authorized Representative: SDE/AE/SAE of MODS ZONE-9, Dhaka WASA.</i> <i>Address: Office of the Executive Engineer, MODS ZONE-9, Dhaka WASA.</i> <i>Plot-19, Road-Shahajalal Avenue, Sector-6, Uttara, Dhaka-1230, Dhaka.</i>
GCC 1.1(cc)	<i>The Site is located at Nikunja-1 and Nikunja-2 under MODS Zone-9, Dhaka WASA</i>
GCC 1.1(hh)	<i>The Works consist of Repair maintenance of pump house, chlorine room, Toilet and boundary wall at Nikunja-1 and Nikunja-2 under MODS Zone-9, Dhaka WASA.</i>
GCC 5.1 (j)	<i>Other documents forming part of the Contract are N/A</i>
GCC 10.1	<i>Possession of the Site to the Contractor shall be given on the following date: 07 (Seven) Days from Signing of Contract or as per direction of the Project Manager.</i>
GCC 14.1	The following Key Personnel to carry out the functions stated in the Schedule shall be employed by the Contractor:
GCC 18.1	<i>The Start Date shall be 07 (Seven) Days from the Possession of the Site or As per Direction of the Project Manager.</i>
GCC 19.1	<i>The Intended Completion Date for the whole of the Works shall be 30 (Thirty) days from the start Date or As per direction of the Project Manager.</i>
GCC 21.1	<i>The Contractor shall submit a Programmed for the Works within 7 (Seven) days of signing the Contract or as per direction of the Project Manager.</i>
GCC 29.1	<i>The Defects Liability Period is 6 (Six) Month.</i>
GCC 37.3	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 : Fax : e-mail address :
GCC 38.1(e)	<i>The following additional events shall also be the 'Compensation Events':</i> <i>i. Damage of existing electricity supply, gas, water supply, sewerages etc.</i> <i>ii. Damage of any part of civil structure.</i> <i>iii. Damage of human life/lives working in the existing part of the building or passer-by.</i> <i>iv. Damage of motor cars, vehicles, transport, motor cycles etc parked in the parking area or surrounding the construction area.</i>
GCC 39.1	<i>The amount of Performance Security shall be 5(Five) percent of the Contract Price.</i>
GCC 40.1	<i>The amount of Liquidated Damages or in other words Delay Damages is 0.10 of ONE (1) percent of final Contract price of the uncompleted Works or any part there of it's per day of delay.</i> <u>[Guide to application of GCC Sub Clause 40.1 above]</u> <i>[Liquidated damages is equivalent to an amount to be determined in accordance with the following formulae</i> $T = V \times P \times n$ <i>Where;</i> $T = \text{Total amount of Liquidated Damages}$ $V = \text{Contract Value of Uncompleted Works, completed after the expiry of the Intended Completion Date or extended Intended Completion Date, as applicable}$ $P = \text{Percent-rate at which the Liquidated Damages shall be imposed per day of delay}$ $n = \text{No of days delayed for completion of uncompleted works or part thereof after the expiry of the Intended Completion Date or extended Intended Completion Date, as applicable.]}$ <i>The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is ten (10) percent of the final Contract price of the whole of the Works.</i>
GCC 47.1	<i>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 ten (20) percent.</i>
GCC 49.2(b)	<i>The arbitration shall be conducted in the place mentioned below: Office of the Superintending Engineer, MODS Circle-2, WASA Bhaban (9th floor), Kawran Bazar, Dhaka-1215.</i>

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