

Tender/Proposal Detail

Tender/Proposal ID :	746163	Invitation Reference No. :	46.113.410.00.00.A-25.S30.W-9.2022-2023
Closing Date and Time :	27-Nov-2022 12:00	Opening Date and Time :	27-Nov-2022 12:00
Procuring Entity :	Office of the EE, MODS Zone-6, Dhaka WASA		
Brief :	Preventive and post maintenance and repair work at different DMA chamber and sluice valve chamber of DMA 610,611,612 and others under MODS Zone-6. (Frame work) (Lot-4)		

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
 Mohammad Mahbubur Rahman,
 Executive Engineer MODS Zone-6, Dhaka WASA
 Fakirapool Water Tank Compound (1st Floor)
 Motijheel, Dhaka 1000

(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
 Mohammad Mahbubur Rahman,
 Executive Engineer MODS Zone-6, Dhaka WASA

(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 MODS Zone 6 ,Dhaka WASA.

(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.

As Described.

GCC Clause 3. Documents Forming the Contract and Priority of Documents

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

Other documents forming part of the Contract are: N/A

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; 3 days after giving work order or as per direction of EIC

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 : 15/12/2022

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 15/03/2023

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 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 12(twelve) months after total completion of work.

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: none

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 [insert percentage] percent of final Contract price of the uncompleted Works or any part there of it's per day of delay.

[usually the percent-rate of liquidated damages is set at between 0.05 and 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]

Guide to application of GCC Sub Clause 28.1 above

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