Tender/Proposal Detail

Tender/Proposal ID :	1283229	**Invitation Reference No. :**	46.113.410.00.00.A75.S108.W019.2025-26
Closing Date and Time :	07-Jun-2026 14:00	**Opening Date and Time :**	07-Jun-2026 14:00
Procuring Entity :	Office of the EE, MODS Zone-6, Dhaka WASA		
Brief :	Emergency removing sewer line blockage and overflow according to consumer complain of different dia sewer line at different area of DMA -615 area under MODS Zone-6.		

Particular Conditions of Contract

PCC Clause
A. General
1. Definitions
(l) Contractor means the Person under contract with the Procuring Entity for the execution of Works under the Rules and the Act as stated in the PCC.
The Contractor is [null]
(z) Intended Completion Date is the date calculated from the Commencement Date as specified in the PCC, on which it is intended that the Contractor shall complete the Works as specified in the Contract and may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
The Intended Completion Date for the whole of the Works shall be [06 Aug 2026]
(cc) Original Contract Price is the Contract Price stated in the Procuring Entity's Notification of Award (Form e-PW2B-6) and further clearly determined in the PCC.
The original Contract price is [null]
(gg) Procuring Entity means a Procuring Entity having administrative and financial powers to undertake procurement of Works using public funds and is as named in the PCC who employs the Contractor to carry out the Works.
The Procuring Entity is [Md Afjal Hossain, Office of the EE, MODS Zone-6, Dhaka WASA,

Address	: Fakirapool Steel tank Compound, Fakirapool
City	: Dhaka
Thana	: Dhaka South City Corporation
District	: Dhaka - 1000
Country	: Bangladesh

] The Development Partner is [None]
(hh) 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 administering the Contract.
The Project Manager is [Name and address]
(ll) 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-6, Dhaka WASA	01

(oo) Start Date is the date given 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 [13 Jun 2026]

(rr) 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 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	Emergency removing sewer line blockage and overflow according to consumer complain of different dia sewer line at different area of DMA -615 area under MODS Zone-6.

2. Interpretation

2.5 Sectional completion If sectional completion is specified in the PCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

Sl. No	Name of the Section	Sectional Completion Dates
1	Emergency removing sewer line blockage and overflow according to consumer complain of different dia sewer line at different area of DMA -615 area under MODS Zone-6.	2026-08-06

3. Communications & Notices

3.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the addresses specified in the PCC.

The Procuring Entity's address for the purpose of communications under this contract is: Contact person: Address: Tel: e-mail address: The Contractor's address for the purpose of communications under this contract is : Contact person: Address: Tel: e-mail address:

6. Documents Forming the Contract and Priority of Documents

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

Sl. No	Other documents forming part of the Contract
1	N/A

9. Eligibility

9.2 All materials, equipment, plant, and supplies used by the Contractor in both permanent and temporary works and services supplied under the Contract shall have their origin in the countries except any specified in the PCC.

Sl. No	Country of origin are not eligible
1	N/A

12. Possession of the Site

12.1 The Procuring Entity shall give possession of the Site or part(s) of the Site, to the Contractor on the date(s) stated in the PCC. If possession of a part of the Site is not given by the date stated in the PCC, the Procuring Entity will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event as stated under GCC Sub Clause 54.1(a). Further delays may lead to fundamental breach of contract as per GCC Sub Clause 70.1(vi).

Sl. No	Name of the Parts of Works	Possession Dates
1	Emergency removing sewer line blockage and overflow according to consumer complain of different dia sewer line at different area of DMA - 615 area under MODS Zone-6.	2026-06-13

18. Contractor's Personnel

18.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the PCC, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager.

The following Key Personnel to carry out the functions stated in the Schedule shall be employed by the Contractor: No. Name of Key Personnel Position

20. Project Manager's Decisions

20.1 Except where otherwise specifically stated in the PCC, the Project Manager will decide Contractual matters between the Procuring Entity and the Contractor in its role as representative of the Procuring Entity.

The Contractual matters between the Procuring Entity and the Contractor shall be decided by [state only if other than the Project Manager]

B. Time Control

31. Commencement of Works

31.1 Except otherwise specified in the PCC, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Project Manager's instruction recording the agreement of both Parties on such fulfilment and instructing to commence the Works is received by the Contractor:
(a) signing of the Contract Agreement by both parties upon approval of the relevant authorities; and
(b) possession of the Site given to the Contractor as required for the commencement of the Works;

Commencement Date of Works:[10 Jun 2026]

Sl. No	Name of the Section	Sectional Commencement Dates
1	Emergency removing sewer line blockage and overflow according to consumer complain of different dia sewer line at different area of DMA - 615 area under MODS Zone-6.	2026-06-13

33. Program of Works

33.1 Within the time stated in the PCC, the Contractor shall submit to the Project Manager for approval a Programme of Works showing the general methods, arrangements, order, and timing for all the activities in the Works. The programme may be in the form of an Implementation Schedule prepared in any software or other form acceptable to the Project Manager.

The Contractor shall submit a Programme for the Works within [3] days of signing the Contract.

33.2 The Contractor shall submit to the Project Manager for approval of an updated Programme at intervals no longer than the period stated in the PCC. An update of the Programme shall be a Programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

The period between Programme updates is [2]

33.3 If the Contractor does not submit an updated Programme of Works at the intervals as stated under GCC Sub Clause 33.2, the Project Manager may withhold an amount as stated in the PCC from the next payment certificate and continue to withhold this amount until the next due payment after the date on which the overdue Programme of Works has been submitted.

The amount to be withheld for late submission of an updated Programme is [15000.000]

C. Quality Control

45. Correction of Defects

45.1 The Project Manager shall give notice to the Contractor, with a copy to the Procuring Entity 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 shall be extended for as long as Defects remain to be corrected.

The Defects Liability Period is [12] months

D. Cost Control

53. Payments to the Contractor

53.3 Payments due to the Contractor in each certificate shall be made into the Bank Account, in any scheduled Bank of Bangladesh, of the legal title of the Contract specified in the PCC, nominated by the Contractor in the currency specified in the Contract.

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 : e-mail address : [information furnished by the Contractor shall be substantiated by the concerned Bank and authenticated by the Procuring Entity]

54. Compensation Events

54.1 The following shall be Compensation Events:
(i) 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

56. Retention Money

56.1 The Procuring Entity may retain 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 Procuring Entity shall deduct at the rate of 10.00% percent from each interim payment certificate as Retention Money.
Performance Security : 0.0%

57. Liquidated Damages

57.1 Except as provided under GCC Sub Clause 65, if the Contractor fails to complete the Works within the Intended Completion Date or extended Intended Completion Date of the contract or Intended Sectional Completion Date or extended sectional completion date of any section under the contract, the Procuring Entity shall, as Liquidated Damages, deduct from the Contract Price, a sum at the percent-rate per day of delay as specified in the PCC, of the contract value. The total amount of Liquidated Damages or Delay Damages shall not exceed the amount specified in the PCC. The Procuring Entity may deduct Liquidated Damages from payments due to the Contractor. Payment of Liquidated damages shall not affect the Contractor's liabilities.

Liquidated Damages for the uncompleted Works or any part per day of delay (%)	The maximum amount of Liquidated Damages (%)
0.040	10.000

E. Completion of Contract

64. As-built Drawings

64.1 If 'As Built' Drawings are required, the Contractor shall supply them by the dates stated in the PCC.

The date by which "as-built" drawings are required	The date by which operating and maintenance manuals are required
2026-08-13	2026-08-13

64.2 If the Contractor does not supply the Drawings by the dates specified in GCC Sub Clause 64.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold a nominal amount specified in the PCC from payments due to the Contractor.

The amount to be withheld for failing to produce 'as-built' drawings and/or operating and maintenance manuals by the date required is Tk [10000.000]

F. Termination and Settlement of Disputes

74. Payment upon Termination

74.1 If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 70.1 by the Contractor, the Project Manager shall issue a certificate for the value of the Works done and Plant and Materials ordered to the date of the issue of the certificate and, further deduct the amount of compensation for the works not completed, as indicated in the PCC. This amount can be realised from the payable amount to be received by the contractor, if any or from Performance Security. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity which may be realised from other contractual dues to the Contractor.

The percentage to apply to the contract value of the works not completed, representing the PE's additional cost for completing the uncompleted Works, is [20.000] percent.

G. Claims, Disputes and Arbitration

77. Settlement of Disputes

77.2 Adjudication
(b) The Adjudicator named in the PCC is jointly appointed by the parties. In case of disagreement between the parties, the Appointing Authority designated in the PCC shall appoint the Adjudicator within fourteen (14) days of receipt of a request from either party.

Adjudicator Name	Adjudicator Address	Telephone No	Fax No	e-mail Address
Chief Engineer	Office of CE, Dhaka WASA. WASA Bhaban , 98 Kazi Nazrul Islam Avenue, Dhaka.	01716237875		
In case of disagreement between the parties, the Appointing Authority for the Adjudicator is the President of the Institution of Engineers, Bangladesh (IEB).				

77.3 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;
[Superintending Engineer Office of SE, MODS Circle-1, Dhaka WASA. WASA Bhaban , 98 Kazi Nazrul Islam Avenue, Dhaka. 01712684334]