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Particular Conditions of Contract

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Tender/Proposal Detail

Tender/Proposal ID :	1121256	Invitation Reference No. :	46.113.444.00.00.050.2024-25/eIFT-050
Closing Date and Time :	19-Jun-2025 12:00	Opening Date and Time :	19-Jun-2025 12:00
Procuring Entity :	Office of the EE, Civil Construction Division, Dhaka WASA		
Brief :	Construction of security grill in warehouse tin shade at store division, 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 [S.M. Toufiquir Rahman, Office of the EE, Civil Construction Division, Dhaka WASA,

Address	: 9th Floor, WASA Bhaban, 98, Kazi Nazrul Islam Avenue, Karwan Bazar
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
store division, 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	Construction of security grill in warehouse tin shade at store division, 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	As Per Instruction of PE

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:[16 Jul 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 [23 Jul 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 [14 Sep 2025]

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 [10] 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 [12] months

D. Cost Control

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

Sl. No	Compensation Events
1	N/A

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.

30.2 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 (%)
1.000	10.000

F. Termination

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

G. Disputes and Settlement

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;

[The arbitration shall be conducted in the place mentioned below; Office of the Superintending Engineer, SMWC Circle, WASA Bhaban (6th floor), Kawran Bazar, Dhaka-1215]

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Payment Details

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View Notice

Notice	Document	Pre Tend. Meeting	Corrigendum/Amendment	Payment	Opening	Evaluation	NOA	Private Forum	Contract Signing
Complaint Mgmt									
Package No. :A2-R-33/24-25 Package Description :Construction of security grill in warehouse tin shade at store division, Dhaka WASA Lot No. :Single Lot Description :Construction of security grill in warehouse tin shade at store division, Dhaka WASA View reference document Print									
Payment Status :Paid Email ID :mskajolinternational@gmail.com Bank Name :Uttara Bank Limited Branch Name :Peelkhana Branch (UBL) Branch Maker :A.N.M.Mahidur Rahman Payment For :Performance Security Currency :BDT Amount :Taka 118053.4100 Mode of Payment :Pay Order Instrument No. :1591425 Issuing Bank :UBPLC Issuing Bank Branch :PEELKHANA Issuance Date :02-Jul-2025 Validity Date :02-Jul-2026 Date and Time of Payment :02-Jul-2025 11:33 Remarks :PG A/C-232									

UB PO-MA 1591425

উত্তরা ব্যাংক পিএলসি.
Uttara Bank PLC.
Peelkhana Branch
(250275269)

Payment Order

Date: 02/07/2025

Messrs: Shaka Class

We beg to enclose our Payment Order

for Take Tk=118100/- on

account of AC-232

10-11-2025

The present order must be endorsed by the payee before payment. If presented at this branch for cash, proper identification will be required.

Authorized Signature

Authorized Signature

উত্তরা ব্যাংক পিএলসি.
Uttara Bank PLC.
Peelkhana Branch (250275269)

PAYMENT ORDER

NOT OVER TK=

UB PO-MA 1591425



6769.4658

DATE 02/07/2025

Pay To

Shaka Class

Or Order

The Sum of Taka

One lac eighteen thousand

can hundred only

A/C No. 00000000230200

Authorized Signature

Please Sign Above This Line

For UTTARA BANK PLC.

TK=118100/-

Shekhar Kavsar
Relationship Manager
Uttara Bank Branch
Peelkhana No.1073 (1)
Signature

UB PO-MA 1591425 250275269 00000000230200 19