View PCC

Tender/Proposal Detail			
Tender/Proposal ID :	911694	**Invitation Reference No. :**	46.05.0000.414.99.106.23/2023-24/e-IFT-36
Closing Date and Time :	13-Dec-2023 13:20	**Opening Date and Time :**	13-Dec-2023 13:20
Procuring Entity :	Office of the EE, MODS Zone-9, Dhaka WASA		
Brief :	***Sand filling and rising work of pump compound and boundary wall at Gawir Madrasa Pump under MODS Zone-9, Dhaka WASA.***		

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: Executive Engineer, MODS ZONE-9, Dhaka WASA. ***Address:*** ***Office of the Executive Engineer, MODS ZONE-9, Dhaka WASA.*** ***Plot-19, Road-Shahajalal Avenue, Sector-6, Uttara, Dhaka-1230, Dhaka.***
	(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: Executive Engineer, MODS ZONE-9, Dhaka WASA. ***Authorized Representative: SDE/AE/SAE of MODS ZONE-9, Dhaka WASA.*** ***Address: Office of the Executive Engineer, MODS ZONE-9, Dhaka WASA.*** ***Plot-19, Road-Shahajalal Avenue, Sector-6, Uttara, Dhaka-1230, Dhaka.***
	(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 Sand filling and rising work of pump compound and boundary wall at Gawir Madrasa Pump under MODS Zone-9, 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.
	The Works consist of Sand filling and rising work of pump compound and boundary wall at Gawir Madrasa Pump under MODS Zone-9, Dhaka WASA.
GCC Clause	3. Documents Forming the Contract and Priority of Documents
	(j) any other document listed in the PCC forming part of the Contract.
	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: 07 (Seven) Days from Signing of Contract or as per direction of the Project Manager.
B. Time Control	
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 07 (Seven) Days from the Possession of the Site or As per Direction of the Project Manager.
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 60 (Sixty) days from the start Date or As per direction of the Project Manager.
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 Programmed for the Works within 7 (Seven) days of signing the Contract or as per direction of the Project Manager.
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 6(six) Months.
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: ***i. Damage of existing electricity supply, gas, water supply, sewerages etc.*** ***ii. Damage of any part of civil structure.*** ***iii. Damage of human life/lives working in the existing part of the building or passer-by.*** ***iv. Damage of motor cars, vehicles, transport, motor cycles etc parked in the parking area or surrounding the construction area.***

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 is0.10 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*** ***T LD = VUW x P x n*** ***Where;*** ***T LD = Total amount of Liquidated Damages*** ***VUW = 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). VUW 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 of the final Contract price of the uncompleted Works or any part there of.*** ***n = No of days of delay for completion of works under the Contract]***
	30.2 The total amount of Liquidated Damages shall not exceed the amount defined in the PCC.
	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.
F. Termination	
GCC Clause	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 Procuring Entity's additional cost for completing the uncompleted Works, is ten (10) percent.
G. Disputes and Settlement	
GCC Clause	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: ***Office of the Superintending Engineer, MODS Circle-2, WASA Bhaban (9th floor), Kawran Bazar, Dhaka-1215.***