

Name of STD :	e-PW3
Procurement Type :	Works
Section :	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
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A. General

GCC Clause	1. Definitions
	(j) Contractor means the Person under contract with the PE for the execution of Works under the Rules and the Act as stated in the PCC.
	The Contractor is [Name, address, and name of authorized representative]
	(y) 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 and Physical services 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 PE is [Name, address, and name of authorized representative]
	(bb) Original Contract Price is the Contract Price stated in the PE's Notification of Award (Form e-PW3-7) and further clearly determined in the PCC.
	The original Contract price is [insert the amount in the NOA]
	(ff) PE means a PE 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. (fff) Development Partner means the financier (partial or full) of this contract, as named in the PCC.
	The PE is [Name, address, and name of authorized representative] The Development Partner is <i>[Name of the DP]</i>
	(gg) Project Manager is the person named in the PCC or any other competent person appointed by the PE 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, and name of authorized representative]
	(kk) 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 [location] and is defined in drawings No: [insert numbers]
	(nn) 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 [insert date] [it is the last date when the Contractor shall commence execution of the Works under the Contract reasonably immediately after the Commencement Date; refer to GCC Clause 40]
	(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, 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 [state brief summary, including relationship to other Contracts under the Project]
GCC Clause	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).
	The Sectional Completion Dates are: [state part of the works and the corresponding dates, if applicable]
GCC Clause	3. Communications and Notices
	3.1 Communications between Parties such as 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 PE's address for the purpose of communications under this contract is : Contact person: Address: Tel: Fax: e-mail address: The Contractor's address for the purpose of communications under this contract is : Contact person: Address: Tel: Fax: e-mail address:
GCC Clause	6. 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; [list other documents viz. Schedule of other contractors, Schedule of Key Personnel, Site Investigation Reports, relevant correspondences prior to signing of the Contract agreement etc.]
GCC Clause	9. Eligibility
	9.1 The Contractor and its Subcontractor(s) shall have the nationality of a country other than that specified in the PCC.
	A Contractor or a Subcontractor that is a national of, or registered in, the following countries are not eligible: [state countries, if applicable]
	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.
	Materials, Equipments Plants and supplies shall not have their origin in the following countries: [state countries, if applicable]
GCC Clause	13. Possession of the Site
	13.1 The PE 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 PE 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 69.1(a).
	Possession of the Site or part(s) of the Site, to the Contractor shall be given on the following date(s);

	[state date or dates of possession of site]
GCC Clause	19. Contractor's Personnel
	19.1 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.
	Following Key Personnel to carry out the functions stated in the Schedule shall be employed by the Contractor; [insert name(s)]
GCC Clause	21. Nominated Subcontractor
	21.1 Nominated Subcontractor named in the Contract shall be entitled to execute the specific components of the Works stated in the PCC.
	Nominated Subcontractor(s) named below; _____[insert name(s)]_____ shall be entitled to execute the following specific components of the Works [state none, if not applicable]
GCC Clause	23. Project Manager's Decisions
	23.1 Except where otherwise specifically stated in the PCC, the Project Manager will decide Contractual matters between the PE and the Contractor in its role as representative of the PE.
	The Contractual matters between the PE and the Contractor shall be decided by [state only if other than the Project Manager]
GCC Clause	37. Insurance
	37.1 The Contractor shall provide, in the joint names of the PE and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles specified in the PCC for the following events which are due to the Contractor's risks: (a) loss of or damage to the Works, Plant, and Materials; (b) loss of or damage to Equipment; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and (d) personal injury or death.
	The minimum insurance cover shall be:
	(a) The maximum deductible for insurance of the Works and of Plant and Materials is Tk [state amount] [the Contractor shall provide this amount at the time of Contract signing].
	(b) The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is Tk [state amount]. [the amount could be 110% of the value of the works, plant and materials that may be lost in a worst case scenario].
	(c) The maximum deductible for insurance of Equipment is Tk [state amount]. [the Contractor shall provide this amount at the time of Contract signing].
	(d) The minimum cover for loss or damage to Equipment is Tk [state amount]. [the amount could be 110% of the replacement value of the equipment]
	(e) The maximum deductible for insurance of other property is Tk [state amount]. [the Contractor shall state this amount at the time of Contract signing].

(f)	<p>The minimum cover for insurance of other property is Tk [state amount].</p> <p>[it is the responsibility of the Contractor to obtain adequate insurance cover for such risks – recommended value 10% of contract price].</p>
(g)	<p>The minimum cover for personal injury or death insurance:</p> <p>(i) for the Contractor's employees is as per the law and common practice in Bangladesh.</p> <p>(ii) and for third parties is as per the law and common practice in Bangladesh.</p>

B. Time Control

GCC Clause	40. Commencement of Works
	<p>40.1 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:</p> <p>(a) signing of the Contract Agreement by both parties upon approval of the by relevant authorities;</p> <p>(b) possession of the Site given to the Contractor as required for the commencement of the Works; and</p> <p>(c) receipt by the Contractor of the Advance Payment under GCC Clause 75 provided that the corresponding Bank Guarantee has been delivered by the Contractor, if any.</p>
	<p>Commencement Date of Works shall be as follows;</p> <p>[insert different commencement dates for different parts of the Works, if deemed appropriate]</p>
GCC Clause	42. Programme of Works
	<p>42.1 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.</p>
	<p>The Contractor shall submit a Programme for the Works within [insert days] days of signing the Contract.</p> <p>[usually fifteen (15) days]</p>
	<p>42.2 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.</p>
	<p>The period between Programme updates is [state interval]</p> <p>[usually bi-monthly or quarterly depending on the nature of the Works]</p>
	<p>42.3 If the Contractor does not submit an updated Programme of Works at the intervals as stated under GCC Sub Clause 42.2 , 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.</p>
	<p>The amount to be withheld for late submission of an updated Programme is [state amount].</p>

C. Quality Control

GCC Clause	57. Correction of Defects
	<p>57.1 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 shall be extended for as long as Defects remain to be corrected.</p>
	<p>The Defects Liability Period is [state months]</p> <p>[usually Defect Liability Period is twelve (12) months to cover at least one complete monsoon season].</p>

D. Cost Control

GCC Clause	66. Payments to the Contractor
	66.3 Payments due to the Contractor in each certificate shall be made into the Bank Account in any scheduled Bank of Bangladesh of the title of the Contract specified in the PCC, nominated by the Contractor in the currency specified in the Contract.
	<p>The particulars of the Bank Account nominated are as follows :</p> <p>Title of the Account : [insert title to whom the Contract awarded]</p> <p>Name of the Bank : [insert name with code, if any]</p> <p>Name of the Branch : [insert branch name with code ,if any]</p> <p>Account Number : [insert number]</p> <p>Address : [insert location with district]</p> <p>Tel :</p> <p>Fax :</p> <p>e-mail address :</p> <p>[information furnished by the Contractor shall be substantiated by the concerned Bank and authenticated by the PE]</p>
GCC Clause	69. Compensation Events
	(m) Other Compensation Events described in the Contract or determined by the Project Manager in the PCC shall apply.
	<p>The following additional events shall also be the Compensation Events:</p> <p>[list events or state none]</p>
GCC Clause	71. Price Adjustment
	<p>71.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. If so provided, the amounts as certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amount. The formula indicated below applies:</p> <p>$P = A B (I_m/I_o)$</p> <p>where:</p> <p>P is the adjustment factor</p> <p>A and B are Coefficients specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the Contract; and</p> <p>I_m is the Index during the month the work has been executed and I_o is the Index prevailing twenty eight (28) days prior to the deadline for submission of Tender.</p> <p>The Indexes to be used is as published by the Bangladesh Bureau of Statistics (BBS) on a monthly basis. In case not available, then other countries or authorities of the sources mentioned in Appendix to the Tender may be used.</p>
	<p>The Contract is not subject to price adjustment.</p> <p>OR</p> <p>The Contract is subject to price adjustment, the weightings or coefficients for adjustment are:</p> <p>[Price Adjustment Formulae to be applicable if stated under ITT Sub Clause 27.10 shall be specified here]</p> <p>Example:</p> <p>$P = A + a (L_m/L_o) + b (B_m/B_o) + c (C_m/C_o) + d (R_m/R_o) + e (S_m/S_o) + f (B_r_m/B_r_o) + g (M_m/M_o) + h (F_u_m/F_u_o) + \text{etc}$</p> <p>where;</p> <p>L= Labor, BI=Bitumen, CE=Cement, RS=Reinforcing Steel, ST=Stone, BR=Bricks, MI=Miscellaneous, FU= Fuel]</p> <p>Weighting or Coefficient A equals between 0.10 and 0.15 and, B (a+b+c+d+e+f+g+h+etc) equals between 0.90 and 0.85.</p> <p>[insert figure] non-adjustable component (coefficient A)</p> <p>[insert figure] adjustable component (coefficient B)</p> <p>[The sum of A+B shall equal ONE (1). It is usual to have value of A between 0.10 and 0.15 and that of B between 0.90 and 0.85. Breakdown of B shall be provided in Appendix to the Tender.]</p> <p>[delete as appropriate]</p> <p>[price adjustment clauses are usually only permitted for Works Contracts, execution of which will take more than eighteen (18) months from Start Date to Completion Date. The PE must consider each Contract on its individual merit; approval of HOPE required for Contracts of less than eighteen (18) months]</p>

GCC Clause	72. Retention Money
	72.1 The PE 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.
	<p>The proportion of payments to be retained is [insert percent] percent.</p> <p>[state “none” if not applicable. If applicable then the proportion of Retention Money shall be equal to the percentage-shortfall of ten (10) percent of Performance Security determined at the time of signing the Contract. Again in case of unbalanced Tender or because of front loading, provision for Retention Money shall not be applicable]</p>
GCC Clause	73. Liquidated Damages
	73.1 The Contractor shall pay liquidated damages to the PE at the rate per day stated in the PCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the PCC. The PE may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.
	<p>The amount of Liquidated Damages or in other words Delay Damages for the uncompleted Works or any part thereof is [insert percentage] percent of its Contract price 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 its Contract price per day of delay] Guide to application of GCC Sub Clause 76.1 above [Liquidated damages is equivalent to an amount to be determined in accordance with the following formula $TLD = VUW \times P \times n$ Where; TLD = 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 n = No of days of delay for completion of works under the Contract]</p> <p>The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is [insert percentage] percent of the final Contract price of the whole of the Works.</p> <p>[usually the total amount of liquidated damages shall not exceed ten (10) percent of the final Contract price for the whole of the Works]</p>
GCC Clause	74. Bonus
	74.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day if stated in the PCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion of the whole of the Works is earlier than the Intended Completion Date. The Project Manager shall require certifying that the Works are complete, although they may not have fallen due to being complete as per approved updated Programme of Works.
	<p>The Bonus for the whole of the Works is [insert percentage] percent of the final Contract price per day. The maximum amount of Bonus for the whole of the Works is [insert percentage] percent of the final Contract price. [if early completion would provide benefits to the PE, this clause should remain, otherwise state “Not Applicable”. The bonus is usually numerically equal to the Liquidated Damages]</p>
GCC Clause	75. Advance Payment
	75.1 If so specified in the PCC, the PE shall make advance payment to the Contractor of the amounts and by the dates stated in the PCC against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the PE in an amount equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.
	The Advance Payment shall be Tk [insert amount] and shall be paid to the Contractor not later than [insert date].

	[for 100 percent GoB funded procurement, advance payments are not recommended unless otherwise specifically decided by the Government. An advance payment, if admissible, shall be made for mobilisation, considering the nature of the works. The recommended maximum advance payment is ten (10) percent of the original Contract price against an unconditional Bank Guarantee (Form e-PW3-10.) On the contrary, advance payments may be applicable for procurements under aided projects]
GCC Clause	77. Provisional Sums
	77.2 Plants, Materials or Services to be purchased by the Contractor under the provisions of GCC Sub Clause 77.1 from Nominated Subcontractor(s) or for meeting the other expenditures under the Contract, and for which there shall be included in the Contract price, the actual amounts paid or due to be paid by the Contractor, and a sum for VAT, profit and overhead charges, as applicable, calculated as a percentage of these actual amounts by applying the relevant percentage rate stated in the PCC.
	The percentage for adjustment of Provisional Sums is _____% (_____percent) [state none, if not applicable. Usually covers the VAT, profit and overhead costs]
E. Completion of the Contract	
GCC Clause	84. As-built Drawings and Manuals
	84.1 If “As Built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PCC.
	The date by which “as-built” drawings are required is [insert date] The date by which operating and maintenance manuals are required is [insert date]
	84.2 If the Contractor does not supply the Drawings and/or Manuals by the dates specified in GCC Sub Clause 84.1, 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 [insert amount] [usually a very nominal amount]
F. Termination and Settlement of Disputes	
GCC Clause	90. Payment upon Termination
	90.1 If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 89.1 by the Contractor, the Project Manager shall issue a certificate for the value of the Works done and Plant and Materials ordered less advance payments received 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. If the total amount due to the PE exceeds any payment due to the Contractor, the difference shall be a debt payable to the PE.
	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 [state percentage] percent. [usually between ten (10) to twenty (20) percent depending on the nature of the Works]
G. Claims, Disputes and Arbitration	
GCC Clause	94. Settlement of Disputes
	94.2 Adjudication (a) If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within fourteen (14) days of notification of the Project Manager’s decision in writing. (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.

	<p>(c) The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it.</p> <p>(d) The Contractor shall make all payments (fees and reimbursable expenses) to the Adjudicator, and the PE shall reimburse half of these fees through the regular progress payments.</p> <p>(e) Should the Adjudicator resign or die, or should the PE and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the PE and the Contractor. In case of disagreement between the PE and the Contractor the Adjudicator shall be designated by the Appointing Authority within fourteen (14) days of receipt of a request from either party as stated under GCC Sub Clause 94.2 (b)</p>
	<p>The Adjudicator jointly appointed by the parties is:</p> <p>Name:</p> <p>Address:</p> <p>Tel No:</p> <p>Fax No:</p> <p>e-mail address:</p> <p>In case of disagreement between the parties, the Appointing Authority for the Adjudicator is the President of the Institution of Project Managers, Bangladesh.</p>
	<p>94.3 Arbitration</p> <p>(a) If the parties are unable to reach a settlement as per GCC Clauses 94.1 and 94.2 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 in accordance with GCC Sub Clause 94.3(b).</p> <p>(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.</p>
	<p>The arbitration shall be conducted in the place mentioned below;</p> <p>[state name of place with location and district]</p>