

Section 4. 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
GCC 1.1(j)	The Contractor is The Name of the Contractor will be inserted after award of the Contract.
GCC 1.1(ff)	The PE is Executive Engineer, Sunamganj O&M Division-1, Bangladesh Water Development Board, Sunamganj.
GCC 1.1(gg)	The Project Manager is Engineer, Sunamganj O&M Division-1, Bangladesh Water Development Board, Sunamganj.
GCC 1.1 (bb)	The original Contract price is <i>[To be inserted after award of the Contract]</i>
GCC 1.1(y)	The Intended Completion Date for the whole of the Works shall be 31/03/2022.
GCC 1.1(kk)	The Site is located at Dharmapasha upazila of Sunamgonj District and is defined in drawings No: <i>[insert numbers]</i>
GCC 1.1(nn)	The Start Date shall be The Start Date shall be after 07 days of signing of contract <i>[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]</i>
GCC 1.1(rr)	<div>The Works consist of</div> <div><div>1.S1:Type B Slope Protection Work from Km 0.000 to Km 0.950=850m at Dharmapasha Ruibeel Submersible Embankment</div><div>2.S2:Type A Slope Protection Work from Km 0.950 to Km 1.000=50m ,Flood Fuse from Km 1.000 to Km 1.030=30m with 80m guide bundh and Type A Protection Work from Km 1.030 to Km 1.080 =80m at dharmapasha Ruibeel Submersible Embankment.</div><div>3.S3:Type B Slope Protection Work from Km 1.080 to Km 2.200=1120m at Dharmapasha Ruibeel Submersible Embankment</div></div>

	<p>4.S4:Type A Slope Protection Work from Km 4.520 to Km 4.540=20m ,Flood Fuse from Km 4.540 to Km 4.555=15m and Type A Protection Work from Km 4.555 to Km 4.575 =20m at dharmapasha Ruibeel Submersible Embankment.</p> <p>5.S5:Resectioning of Embankment in between Km 4.600 to Km 7.800=850m at dharmapasha Ruibeel Submersible Embankment.</p> <p>6.S6:Type B Slope Protection Work from Km 9.200 to Km 10.350=1150m at Dharmapasha Ruibeel Submersible Embankment</p> <p>7.S7: Resectioning of Embankment in between Km 25.200 to Km 36.300=3850m at dharmapasha Ruibeel Submersible Embankment.</p> <p>8. S8:Type A Slope Protection Work from Km 35.030 to Km 35.050=20m ,Flood Fuse from Km 35.050 to Km 35.065=15m and Type A Protection Work from Km 35.065 to Km 35.085 =20m at dharmapasha Ruibeel Submersible Embankment.</p>																		
GCC 2.5	<p>The Sectional Completion Dates are:</p> <table border="1"> <thead> <tr> <th>Section Name</th><th>Completion Date</th></tr> </thead> <tbody> <tr> <td>S1</td><td>31/03/2021</td></tr> <tr> <td>S2</td><td>31/03/2021</td></tr> <tr> <td>S3</td><td>31/03/2021</td></tr> <tr> <td>S4</td><td>31/03/2021</td></tr> <tr> <td>S5</td><td>31/03/2022</td></tr> <tr> <td>S6</td><td>31/03/2022</td></tr> <tr> <td>S7</td><td>31/03/2022</td></tr> <tr> <td>S8</td><td>31/03/2021</td></tr> </tbody> </table>	Section Name	Completion Date	S1	31/03/2021	S2	31/03/2021	S3	31/03/2021	S4	31/03/2021	S5	31/03/2022	S6	31/03/2022	S7	31/03/2022	S8	31/03/2021
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	<p>The PE's address for the purpose of communications under this contract is :</p> <p>Contact person:</p> <p>Address:</p> <p>Tel:</p> <p>Fax:</p> <p>e-mail address:</p>																		

	<p>The Contractor's address for the purpose of communications under this contract is :</p> <p>Contact person:Executive Engineer, Sunamganj O&M Division-1, Bangladesh Water Development Board, Sunamganj.</p> <p>Address:Shologhar, Sunamganj Sadar.</p> <p>Tel:0871-61528</p> <p>Fax: 0871-63484</p> <p>e-mail address: xen.bwdb.sunamgonj1@gmail.com.</p>																														
GCC 6.1 (j)	<p>Other documents forming part of the Contract are;</p> <p>Environmental Management Plan (EMP) of "Haor Flood Management and Livelihood Improvement Project (BWDB Part)". The document will be provided later.</p> <p><i>[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.]</i></p>																														
GCC 9.1	<p>A Contractor or a Subcontractor that is a national of, or registered in, the following countries are not eligible:Israel</p>																														
GCC 9.2	<p>Materials, Equipments Plants and supplies shall not have their origin in the following countries: Israel</p>																														
GCC 13.1	<p>Possession of the Site or part(s) of the Site, to the Contractor shall be given on the following date(s):</p> <p>Within (Three) days of signing the contract.</p>																														
GCC 19.1	<p>Following Key Personnel to carry out the functions stated in the Schedule shall be employed by the Contractor;</p> <table><tr><th>SL.</th><th>Position & Educational Qualification</th><th>No</th><th>Total Works Experience</th><th>In Similar Works Experience</th></tr><tr><td>1</td><td>Project Manager (Bsc in Civil Engg)</td><td>1</td><td>10</td><td>5</td></tr><tr><td>2</td><td>Junior Engineer, Civil Bsc in Civil Engg)</td><td>3</td><td>5</td><td>5</td></tr><tr><td>3</td><td>Site Engineer. (Diploma in Civil Engineering)</td><td>6</td><td>5</td><td>3</td></tr><tr><td>4</td><td>Surveyor (Diploma in Civil Engineering specialized in survey work using Total station, Theodolite, GPS etc)</td><td>3</td><td>5</td><td>3</td></tr><tr><td>5</td><td>Work supervisor</td><td>5</td><td>5</td><td>3</td></tr></table>	SL.	Position & Educational Qualification	No	Total Works Experience	In Similar Works Experience	1	Project Manager (Bsc in Civil Engg)	1	10	5	2	Junior Engineer, Civil Bsc in Civil Engg)	3	5	5	3	Site Engineer. (Diploma in Civil Engineering)	6	5	3	4	Surveyor (Diploma in Civil Engineering specialized in survey work using Total station, Theodolite, GPS etc)	3	5	3	5	Work supervisor	5	5	3
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GCC 21.1	Nominated Subcontractor(s) named below; <u> <i>[insert name(s)]</i> </u> shall be entitled to execute the following specific components of the Works [state none ,if not applicable]												
GCC 23.1	The Contractual matters between the PE and the Contractor shall be decided by :The Contractual matters between the PE and the Contractor shall be decided by The Project Director, Haor Flood Management and Livelihood Improvement Project (BWDB Part), BWDB,Dhaka.												
	<table><tr><td colspan="2">The minimum insurance cover shall be:</td></tr><tr><td>(a)</td><td>The maximum deductible for insurance of the Works and of Plant and Materials is Tk <i>[state amount]</i> <i>[the Contractor shall provide this amount at the time of Contract signing].</i></td></tr><tr><td>(b)</td><td>The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor’s faulty design is Tk <i>[state amount]</i>. <i>[the amount could be 110% of the value of the works, plant and materials that may be lost in a worst case scenario].</i></td></tr><tr><td>(c)</td><td>The maximum deductible for insurance of Equipment is Tk <i>[state amount]</i>. <i>[the Contractor shall provide this amount at the time of Contract signing].</i></td></tr><tr><td>(d)</td><td>The minimum cover for loss or damage to Equipment is Tk <i>[state amount]</i>. <i>[the amount could be 110% of the replacement value of the equipment]</i></td></tr><tr><td>(e)</td><td>The maximum deductible for insurance of other property is Tk <i>[state amount]</i>. <i>[the Contractor shall state this amount at the time of Contract signing].</i></td></tr></table>	The minimum insurance cover shall be:		(a)	The maximum deductible for insurance of the Works and of Plant and Materials is Tk <i>[state amount]</i> <i>[the Contractor shall provide this amount at the time of Contract signing].</i>	(b)	The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor’s faulty design is Tk <i>[state amount]</i> . <i>[the amount could be 110% of the value of the works, plant and materials that may be lost in a worst case scenario].</i>	(c)	The maximum deductible for insurance of Equipment is Tk <i>[state amount]</i> . <i>[the Contractor shall provide this amount at the time of Contract signing].</i>	(d)	The minimum cover for loss or damage to Equipment is Tk <i>[state amount]</i> . <i>[the amount could be 110% of the replacement value of the equipment]</i>	(e)	The maximum deductible for insurance of other property is Tk <i>[state amount]</i> . <i>[the Contractor shall state this amount at the time of Contract signing].</i>
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	<p>(f) The minimum cover for insurance of other property is Tk <i>[state amount]</i>. <i>[it is the responsibility of the Contractor to obtain adequate insurance cover for such risks – recommended value 10% of contract price]</i>.</p> <p>(g) The minimum cover for personal injury or death insurance: (i) for the Contractor's employees is as per the law and common practice in Bangladesh. (ii) and for third parties is as per the law and common practice in Bangladesh.</p>																		
GCC 40.1	<p>Commencement Date of Works shall be as follows;</p> <table> <tr> <th>Section Name</th><th>Commencement Data</th></tr> <tr> <td>S1</td><td>15/12/2020</td></tr> <tr> <td>S2</td><td>15/12/2020</td></tr> <tr> <td>S3</td><td>15/12/2020</td></tr> <tr> <td>S4</td><td>15/12/2020</td></tr> <tr> <td>S5</td><td>15/12/2021</td></tr> <tr> <td>S6</td><td>15/12/2021</td></tr> <tr> <td>S7</td><td>15/12/2021</td></tr> <tr> <td>S8</td><td>15/12/2020</td></tr> </table>	Section Name	Commencement Data	S1	15/12/2020	S2	15/12/2020	S3	15/12/2020	S4	15/12/2020	S5	15/12/2021	S6	15/12/2021	S7	15/12/2021	S8	15/12/2020
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GCC 42.1	The Contractor shall submit a Programme for the Works within <i>[insert days]</i> days of signing the Contract.:7 days from Date of Signing of the contract																		
GCC 42.2	The period between Programme updates is 15 days																		
GCC 42.3	The amount to be withheld for late submission of an updated Programme is <i>BDT 3.0 Lakh</i>																		
GCC 57.1	The Defects Liability Period is The Defects Liability Period is twelve (12) months.																		
GCC 66.3	The particulars of the Bank Account nominated are as follows :																		

	<p> Title of the Account : To be inserted after award of the contract Name of the Bank : To be inserted after award of the contract Name of the Branch : To be inserted after award of the contract Account Number : To be inserted after award of the contract Address : To be inserted after award of the contract Tel : Fax : To be inserted after award of the contract e-mail address : </p> <p><i>[information furnished by the Contractor shall be substantiated by the concerned Bank and authenticated by the PE]</i></p>
GCC 69.1(m)	The following additional events shall also be the Compensation Events:None
GCC 71.1	The Contract is not subject to price adjustment.
GCC 72.1	<p>The proportion of payments to be retained is five (05) percent.</p> <p><i>[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</i></p>

	<i>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]</i>
GCC 73.1	<p>The amount of Liquidated Damages or in other words Delay Damages for the uncompleted Works or any part thereof is 0.1 of One (1) percent of its Contract price per day of delay.</p> <p><i>[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]</i></p> <p><u>Guide to application of GCC Sub Clause 76.1 above</u></p> <p><i>[Liquidated damages is equivalent to an amount to be determined in accordance with the following formula</i></p> <p>$T_{LD} = V_{UW} \times P \times n$ <p><i>Where;</i></p> <p>$T_{LD} = \text{Total amount of Liquidated Damages}$ <p>$V_{UW} = \text{Value of Uncompleted Works (i.e. works not having been completed as of the expiry of the Intended Completion Date plus the works completed after the expiry of the Intended Completion Date). } V_{UW} \text{ shall be calculated by deducting the value of the completed works under the Contract from the total Contract price}$ <p>$P = \text{Percent-rate at which the Liquidated Damages shall be imposed for every day of delay}$ <p>$n = \text{No of days of delay for completion of works under the Contract}]$</p> </p></p></p></p>
GCC 73.1	<p>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.</p> <p><i>[usually the total amount of liquidated damages shall not exceed ten (10) percent of the final Contract price for the whole of the Works]</i></p>
	<p>The Bonus for the whole of the Works is <i>[insert percentage]</i> percent of the final Contract price per day. :Not Applicable.</p>
GCC 75.1	<p>The Advance Payment shall be Tk <i>[insert amount]</i> and shall be paid to the Contractor not later than <i>[insert date]</i>.:Not Applicable.</p> <p><i>[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</i></p>

	<i>Guarantee (Form e-PW3-10.) On the contrary, advance payments may be applicable for procurements under aided projects]</i>
GCC 77.2	<p>The percentage for adjustment of Provisional Sums is None</p> <p>_____% (_____percent)</p> <p><i>[state none, if not applicable. Usually covers the VAT, profit and overhead costs]</i></p>
GCC 84.1	<p>The date by which “as-built” drawings are required is one (01) month after completion of work.</p> <p>The date by which operating and maintenance manuals are required is one (01) month after completion of work.</p>
GCC 84.2	The amount to be withheld for failing to produce “ as-built ” drawings and/or operating and maintenance manuals by the date required is Tk .05 Lakh for Each Section of Work.
GCC 90.1	<p>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 Twenty (20) percent.</p> <p><i>[usually between ten (10) to twenty (20) percent depending on the nature of the Works]</i></p>
GCC 94.2 (b)	<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>
GCC 94.2(b)	In case of disagreement between the parties, the Appointing Authority for the Adjudicator is the President of the Institution of Project Managers, Bangladesh.
GCC 94.3 (b)	<p>The arbitration shall be conducted in the place mentioned below:</p> <p>To be notified later if needed</p>