**View PCC**

**Office of the Executive Engineer, LGED, Joypurhat**

**CW-33/RCIP/JOY**

1. Improvement of Panchbibi GC - Salaipur RHD Road from Ch. 500m-11107m under Panchbibi Upazila, District: Joypurhat. (Road ID:138742001, 2. Improvement of Gopinathpur UP Office Karaitoli - Raikali UP Office Road from Ch.00m-7750m under Akkelpur Upazila, District: Joypurhat (Road ID:138133010). 3. Improvement of Mongalbari hat Rd Dogachi UP Office - Durgadaha Bazar RoadGC from Ch.00m - 6270m under Sadar Upazila, District: Joypurhat (Road ID: 138473005). 4. Improvement of Moushumi Bazar RHD - Rukindipur GC via Sannyashtali Ghat Khetlal portion Road from Ch.2650m - 8220m Under Khetlal Upazila, District: Joypurhat (Road ID:138612010). 5. Improvement of Kalai Cinama hall - Kichok RHD via Gongadashpur Road from Ch.2910m-8787m Under Kalai Upazila, District: Joypurhat (Road ID:138582014).

**Brief :**

02-Jan-2019 12:00

App ID : 138620

**Invitation Reference**

**No. :**

**Opening Date and Time :**

02-Jan-2019 12:00

**Closing Date and**

**Time :**

**Procuring Entity:**

 **: :**

**Tender/Proposal ID :** 254907

**Tender/Proposal Detail**

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| **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** |
|  | (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 isName: MD. MOYENUDDIN (BASHI) & M/S. MASUMA BEGUM – JVAddress: **:** Katnarpara, Bogura Sadar, Bogura.Name of authorized: Md. Masudur Rahman , Pr.: M/S Masuma Begum (Partner of JVCA) |
|  | (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. |
|  | **Intended Completion Date is: 730 (24 months) days from the date of commencement**. |
|  | (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:Original Contract Price is the Contract Price stated in the PEs Notification of Award (Form e-PW3-7)** |
|  | (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 is the financier (partial or full) of this contract, as named in the PCC. |
|  | The PE is the Local Government Engineering Department (LGED) represented by Executive Engineer, LGED, Joypurhat, DistrictFull contact details:The Executive EngineerLocal Government Engineering Department District: Joypurhat Tel: 0571-63559e-mail address: xen.joypurhat@lged.gov.bdThe Development Partner is Asian Development Bank (ADB) |
|  | (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 |

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|  | **The Works consist of civil work for improvement/construction as mentioned below.****A) Road works**:1. Improvement of Panchbibi GC - Salaipur RHD Road from Ch. 500m-11107m under Panchbibi Upazila, District: Joypurhat. (Road ID:138742001 2. Improvement of Gopinathpur UP Office Karaitoli - Raikali UP Office Road from Ch.00m-7750m under Akkelpur Upazila, District: Joypurhat (Road ID:138133010). 3. Improvement of Mongalbari hat Rd Dogachi UP Office - Durgadaha Bazar RoadGC from Ch.00m - 6270m under Sadar Upazila, District: Joypurhat (Road ID: 138473005). 4. Improvement of Moushumi Bazar RHD - Rukindipur GC via Sannyashtali Ghat Khetlal portion Road from Ch.2650m - 8220m Under Khetlal Upazila, District: Joypurhat (Road ID:138612010). 5. Improvement of Kalai Cinama hall - Kichok RHD via Gongadashpur Road from Ch.2910m-8787m Under Kalai Upazila, District: Joypurhat (Road ID:138582014).{General & Site Facilities, Earth Works, Pavement and Surfacing Works, Structural Works, Protective Works, Road Safety Works, Bio Engineering and Environmental Mitigation & Enhancement Works (as per Specification, BOQ and Drawings)} |
|  | (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 Respective Upazila Engineer/Engineers, Upazila: Panchbibi, Akkelpur, Joypurhat Sadar, Khetlal, Kalai, District : Joypurhat |
|  | (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 Panchbibi, Akkelpur, Joypurhat Sadar, Khetlal, Kalai Upazila**1. Improvement of Panchbibi GC - Salaipur RHD Road from Ch. 500m-11107m under Panchbibi Upazila, District: Joypurhat. (Road ID:13874200) 2. Improvement of Gopinathpur UP Office Karaitoli - Raikali UP Office Road from Ch.00m-7750m under Akkelpur Upazila, District: Joypurhat (Road ID:138133010). 3. Improvement of Mongalbari hat Rd Dogachi UP Office - Durgadaha Bazar RoadGC from Ch.00m - 6270m under Sadar Upazila, District: Joypurhat (Road ID: 138473005). 4. Improvement of Moushumi Bazar RHD - Rukindipur GC via Sannyashtali Ghat Khetlal portion Road from Ch.2650m - 8220m Under Khetlal Upazila, District: Joypurhat (Road ID:138612010). 5. Improvement of Kalai Cinama hall - Kichok RHD via Gongadashpur Road from Ch.2910m-8787m Under Kalai Upazila, District: Joypurhat (Road ID:138582014).  |
|  | (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 14 days after signing of contract.** |
| GCCClause | **2. Interpretation** |
|  | 2.5 Sectional completionIf 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: Not Applicable** |
| GCCClause | **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: Name: Executive EngineerLocal Government Engineering Department District: JoypurhatTel: 0571-63559Fax:0571-62844e-mail address: xen.joypurhat@lged.gov.bd**The Contractor’s address for the purpose of communications under this contract is :** Contact person: Mr. Md. Masudur RahmanAddress: **:** Katnarpara, Bogura Sadar, Bogura.Tel:051-65227, Mob: 0711-411030:,**01711-399676**e-mail address: **mmb\_mmbjv@aol.com****,** |
| GCCClause | **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;* Environmental Management and Mitigation Plan (EMP).
* Gender Action Plan (GAP)
 |
| GCCClause | **9. Eligibility** |
|  | 9.1 The Contractor and its Subcontractor(s) shall have the nationality of a country other than that specified in the PCC. |
|  | The Contractor that is a „National of‟, or „Registered in‟ a non-ADB member countries is not eligible. |
|  | 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 non-ADB member countries.  |
|  | Materials, Equipment, Plants and supplies shall have their origin in the following Countries- as attached with this tender document as Appendix-D. |
| GCCClause | **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); Within 07 days from the date of signing the contract** |
| GCCClause | **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. |
|  | 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.A. During ConstructionThe Technical Personnel for construction work are as follows :

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| **Position** | **Minimum qualification** | **Number** | **Experience in Road Works** |
| Construction Project Manager | B.Sc in Civil Engineering | 1 | Minimum 2 years |
| Project Engineer | B.Sc in Civil Engineering | 1 | Minimum 2 years |
| Quality Control Engineer | B.Sc in Civil Engineering | 1 | Minimum 2 years |
| Assistant Project Engineer | B.Sc in Civil Engineering | 2 | Minimum 2 years |
| Field Engineer | Diploma in Civil Engineering | 2 | Minimum 2 years |
| Environmental Officer | Graduate inEnvironmentrelated subject | 1 | Minimum 2 years |

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| GCCClause | **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; N/A** |
| GCCClause | **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 the Project Manager** |
| GCCClause | 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:1. loss of or damage to the Works, Plant, and Materials;
2. loss of or damage to Equipment;
3. loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
4. personal injury or death.
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|  | **The minimum insurance cover shall be**:

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| (a) | The maximum deductible for insurance of the Works and of Plant and Materials is Tk 0.3% of the contract price. |
| (b) | The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor’s faulty design is 110% of Contract Amount. |
| (c) | The maximum deductible for insurance of Equipment is Tk 82,00,000.00 (Taka Eighty Two Lac Only) |
| (d) | The minimum cover for loss or damage to Equipment is Tk 2,75,00000.00 (Taka Two Crore Seventy Five Lac Only) |
| (e) | The maximum deductible for insurance of other property is Tk 0.3% of contract amount. |
| (f) | The minimum cover for insurance of other property is 10% of contract amount |
| (g) | **The minimum cover for personal injury or death insurance:**1. for the Contractor’s employees is as per the law and common practice in Bangladesh.
2. and for third parties is as per the law and common practice in Bangladesh.
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| **B. Time Control** |
| GCCClause | **40. Commencement of Works** |
|  | 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 fulfillment and instructing to commence the Works is received by the Contractor:(a) Signing of the Contract Agreement by both parties upon approval of the by relevant authorities;(b) possession of the Site given to the Contractor as required for the commencement of the Works; and© 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. |

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|  | 40.1(a) Commencement Date of Works shall be as follows; 14 days after the date signing of the Contract. 40.1(b) Possession of the Site or part(s) of the Site, to the Contractor shall be given on the following date: within 7 days after signing of the contract40.1(c) Advanced Payment: 10% of the accepted contract amount (Recovery of advance payment shall be @15% from each payment certificate after the advance payment is paid to the contractor; entire recovery of advance must be ensured before 80% of contract amount is paid) Tk. **3,61,41,137.00 (Taka Three Crore Sixty One Lac Forty One Hundred and Thirty Seven only)** |
| GCCClause | **42. Program of Works** |
|  | 42.1 Within the time stated in the PCC, the Contractor shall submit to the Project Manager for approval a Program of Works showing the general methods, arrangements, order, and timing for all the activities in the Works. The program 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 Program for the Works within fifteen (15) days of signing the Contract.** |
|  | 42.2 The Contractor shall submit to the Project Manager for approval of an updated Program at intervals no longer than the period stated in the PCC. An update of the Program shall be a Program 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 Program updates is 60 days.** |
|  | 42.3 If the Contractor does not submit an updated Program 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 Program of Works has been submitted. |
|  | **The amount to be withheld for late submission of an updated Program is Tk. 500,000.00** |
| **C. Quality Control** |
| GCCClause | **57. Correction of Defects** |
|  | 57.1 The Project Manager hall 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. |
|  | **The Defects Liability Period is (12) months** |
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| **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. |
|  | **The particulars of the Bank Account nominated are as follows :** **Title of the Account:** **MD. MOYENUDDIN (BASHI) & M/S. MASUMA BEGUM - JV** **Name of the Bank : United Commercial Bank Ltd.****Name of the Branch : Bogura Branch** **Account Number : 0072101000005587****Address : Bogura****Tel : (051) 65467, 63630, 69527.****Cell :01711-881066****e-mail address :bgr@ucb.com.bd** |
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| **GCC****Clause** | **69. Compensation Events** |
|  | (m) 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: none** |
| GCCClause | **71. Price Adjustment** |
|  | 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 appliesP= A B (Im/Io)WhereP is the adjustment factor A and B are Coefficients specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the Contract; and IM is the Index during the month the work has been executed and Io is the Index prevailing twenty eight (28) days prior to the deadline for submission of Tender.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.**The prices quoted by the Tenderer shall be adjustable as follows:**[In Tables below, the Procuring Entity shall indicate the source and base values with dates of Indexes, unless otherwise instructed to be quoted by the Tenderers, for the different Cost Components and mention its Weightings or Coefficients]Note: [ ITT Sub Clause 27.10: To be provided by the Procuring Entity]Table 1.1: Price Adjustment Data

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| Index Descriptions | Base Value | Sources of Index |
| Labor (L) | 735.33 | BBS |
| Bitumen (BI) | 10875 | BBS |
| Cement (CE) | 546 | BBS |
| Reinforcing Steel (RS) | 3478 | BBS |
| Stone (ST) | 232 | BBS |
| Bricks (BR) | 10200 | BBS |
| Sand (SA) | 2325 | BBS |
| Fuel (FU) | 600 | BBS |
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|  | **Sources of Indices**The sources of indices shall be as follows:Local labor (LL): The price indices of construction labor (in Tables for Rajshahi Division or as applicable (ref. monthly artistically Bulletin of Bangladesh as updated from time to time published by the Bangladesh Bureau Of statistics (BBS), Ministry of Planning, government of Bangladesh. Fuel (FU): The authorized dealer of the Eastern Refineries of high speed Diesel (HSD) at the fuel depot at Chittagong. Reinforced Deformed Steel Bar (RS): The average whole sale price of Iron bars (10mm or 3 suta) at Rajshahi or as applicable for the project area and as published by BBS (ref: MonthlyStatistical Bulletin of Bangladesh,) as updated from time to time . The indices of iron bars of different diameter shall be taken the same as that of 10mm diameter bars.Stone (ST): The average whole sale price of stone /boulders at Chattak published by BBS (Chattak) ref: Monthly Statistical Bulletin of Bangladesh, as updated from time to time. The indices for stone/boulder 75mm – 200 mm diameter shall be taken for all stone sizes. If the indices for other areas are not published, the indices for (Chattak) shall prevail.Sand (SA): The average wholesale price of sand (Coarse) for project area as published by BBS (Rajshahi or as applicable) ref: Monthly Statistical Bulletin of Bangladesh, as updated from time to time shall be used.Cement (CE): The average wholesale price of local cement as applicable to project site published by BBS ref: Monthly statistical Buletin of Bangladesh, as updated from time to time or as published by appropriate authority for import of cement from any WB member country.Bricks (BR): The average wholesale price of bricks (first class) for relevant project area as published by BBS Rajshahi or as applicable (ref: Monthly Statistical Bulletin of Bangladesh) as updated from time to time.Bitumen (BI): The average wholesale price of bitumen (60/70 grade or as appropriate) for relevant project area as published by BBS Rajshahi or as applicable (ref: Monthly Statistical Bulletin of Bangladesh) as updated from time to time. Base Current and Provisional IndicesThe Base Cost indices or prices shall be those ruling in the calendar month for the submission of tender. Current indices prices shall be those ruling iin the month 49 days prior to the last day of period to which a particular Interim Payment certificate is related. If at any time the current officially published or relevant indices/prices are not available, the interim payment will be made based on the Engineer’s assessment of price increases/decreases. When the relevant indices become available, the final price adjustments shall be effected.**The Adjustable Amount**The adjustable amount of each Interim Payment Certificate shall be the difference between (i) the amount which, in the opinion of the Engineer, shall be due to the Contractor (before deducting retention) including the amount at base rates and prices of the value of materials on site, and (ii) the amount as calculated in (i) above and included in the last preceding Interim Payment certificate issued by the Engineer. The adjustable amount shall exclude payments to nominated Sub-Contractor‟s and any other amounts based upon actual cost of current prices.**The Adjusted Amount**The adjusted amount of each Payment Certificate shall be determined by applying the Price Adjustment Factor to the adjustable amount, and shall become payable to the Contractor subject to any deductions there from for retention money, liquidated damages and any other amount due to the Employer from the Contractor including the recovery of advance mobilization Loan, if any.**Adjustment after completion**If the Contractor shall fail to complete the works within the time for completion, adjustment of prices thereafter until the date of completion of the works shall be made using either the indices or prices, relating to the prescribed time for completion, or the current indices or prices whichever is more favorable to the Employer, provided that if an extension of time is granted, the above provision shall apply only adjustments made after the expiry of such extension of time.The following items are not to be included in the price adjustment calculation:1. Delay damages
2. retention with-held and released
3. Advance payments in the form of loans and their repayments
4. The value of any additional or varied work valued at current price
5. Payment to “nominated‟ Sub-Contractor‟s included as „provisional sums” or prime cost items in the general cost.
 |
|  | **The Price Adjustment Shall be applicable after 18(Eighteen) Month from the Date of Commen-cement of the work.** |
|  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. |
|  | **No retention money from the running bills will be deducted**. |
| **GCC****Clause** | **73. Liquidated Damages** |
|  | 1. The liquidated damages for the whole of the Works are Zero point zero seven five percent (0. 075%) of the final contract price per day.
2. The maximum amount of Liquidated Damages for the whole of the Works or any part thereof is Ten percent (10 %) of the final Contract price of Works.

[ Liquidated damages is equivalent to an amount to be determined in accordance with the following formulaT LD = VUW x Px nWhere;T LD = Total amount of Liquidated DamagesVUW = Value of Uncompleted Works (i.e. works not having been completed as of the expiry of the IntendedCompletion Date plus the works completed after the expiry of the Intended Completion Date). VUW shall becalculated by deducting the value of the completed works under the Contract from the total Contract priceP = 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] |

 Note:

1. The sources of Indexes and its values with dates shall be Bangladesh Bureau of Statistics

(BBS) unless otherwise mentioned by the Procuring Entity.

2. The Base Value of the Indexes shall be those prevailing twenty-eight (28) days prior to the

Deadline for submission of the Tenders.

 Table 1.2: Price Adjustment Data:

[ GCC Clause 69: To be provided by the Procuring Entity]

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|  Item Group | Bill No. if applicable | Index Descr iptions  | Coefficients or Weightings fornon- adjustable Cost Component (A) | Coefficients or Weightings for adjustable Cost Components (B)

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| a | b | c | d | e | f | g | h |  |
| 0.14 | 0.13 | 0.05 | 0.05 | 0.05 | 0.13 | 0.10 | 0.05 |  |

 | Total |
|  |  |  | 0.30 |  | 1 |

B= a+b+c+d+e+f+g+h=0.70

Note:

The Weightings or Coefficients of the Cost Components shall be mentioned by the Procuring Entity based on the proportion of components involved in the work items caused to be impacted by rise and fall in its prices.

P= A + a (Lm/Lo)+ b (BIm/BIo)+ c (CEm/CEo)+ d (RSm/RSo)+ e (STm/STo)+ f (BRm/BRo)+g (SAm/SAo) + h (FUm/FUo)

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| GCCClause | **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 Program of work |
|  | **The Bonus for the whole of the Works is: Not applicable** |

where; L= Labor, BI=Bitumen, CE=Cement, RS=Reinforcing Steel, ST=Stone, BR=Bricks, SA=Sand, FU= Fuel,

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| GCCClause |  **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.  |
|  | Advanced Payment: 10% of the accepted contract amount (Recovery of advance payment shall be @15% from each payment certificate after the advance payment is paid to the contractor; entire recovery of advance must be ensured before 80% of contract amount is paid) Tk. **3,61,41,137.00 (Taka Three Crore Sixty One Lac Forty One Hundred and Thirty Seven only)** |
| GCCClause | **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 : None** |
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|  **E. Completion of the Contract** |
| GCCClause | 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 07 (seven) days before the Issuance of Completion Certificate. |
|  | 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 date by which operating and maintenance manuals are required is : N/A** |
| **F. Termination and Settlement of Disputes** |
| GCCClause | **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 10 [Ten ] percent.** |
| **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.(c) The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute beingReferred to it.(d) The Contractor shall make all payments (fees and reimbursable expenses) to the Adjudicator, and the PE shallReimburse half of these fees through the regular progress payments. (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 bedesignated 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) |
|  |  **The Adjudicator shall be jointly determined and appointed by the parties prior to contract signing.** |
|  | **94.3 Arbitration**(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).(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. |
|  |  **Venue shall be determined in accordance with the arbitration rules.** |
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