

Section 8 - Particular Conditions of Contract

The following Particular Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Particular Conditions of Contract

A. General	
GCC 1.1 (d)	The financing institutions is Asian Development Bank
GCC 1.1 (r)	The Employer is Bangladesh Rural Electrification Board
GCC 1.1 (w)	The Intended Completion Date for the whole of the Works shall be 360 Days
GCC 1.1 (cc)	<p>The Project Managers are as follows-</p> <p>(i) Executive Engineer, BREB, Sirajgonj, Pabna & Natore for sub-package URIDS(W)-CW-01-Lot-01 Contact No.: +8801712162667</p> <p>(ii) Executive Engineer, BREB, Jessore & Kushtia for sub-package URIDS(W)-CW-01-Lot -04 Contact No.: +8801711573585 e-mail: xenkishor@gmail.com</p> <p>(iii) Executive Engineer, BREB, Patuakhali, Bhola & Barisal for sub-package URIDS(W)-CW-01-Lot -05 Contact No.: +8801712954436 e-mail: xenbrebsmg@gmail.com</p> <p>(iv) Executive Engineer, BREB, Khulna for sub-package URIDS(W)-CW-01-Lot -06 Contact No.: 0601-55576 e-mail: xenrebstp@gmail.com</p>
GCC 1.1 (ff)	The Site is located at Sirajgonj PBS-2 HQ complex, Ataikula of Pabna PBS-2, Jhenaidah PBS, Magura PBS, Jhikorgasa of Jessore PBS-1, Kushita PBS, Pastuakhali PBS, Lalmohan of Bhola PBS, Gornodi of Barisal PBS-2, Bauphal of Patuakhali PBS, Shener Bazar of Khulna PBS and Khulna Central warehouse at Khulna and is defined in drawings at Section 6.
GCC 1.1 (ii)	The Start Date shall be within 14 days of signing of contract or possession of site which is later.
GCC 1.1 (mm)	<p>The works consist of construction of :-</p> <p>01. Sub-package no: URIDS-(W)-CW-01-LOT-01</p> <p>(A) Construction of (i) 3-storied Office building with 5-storied foundation (ii) 2-storied Rest house building with 3-storied foundation (iii) 2-storied C-Type building and 3-storied D- type building with 6-storied foundation (iv) 2- storied E- type building and 4-storied F-type building with 6-storied foundation (v) 2- storied Garrage cum Ansar Barack building (vi) Deep tube well with pump house & (vii) Ancillary works (Road, Boundary wall, Gate, Security Post, Master Drains, Sewerage System, Shaded open store yard, Store yard fenching) at Sirajgonj PBS-2 HQ complex</p> <p>(B) Construction of (i) 3-storied Office Building with 5-storied Foundation (ii) 3-storied D-type Building with 5-storied Foundation (iii) 2-storied E & F-Type Building</p>

with 6-storied Foundation (iv) 2-storied Garrage cum Ansar Barack Building (V) Deep Tube Well with Pump House & (vi) Ancillary Works (Road, Boundary Wall, Gate, Security Post, Master Drains, Sewerage System, Shaded Open Store Yard, Store Yard Fenching) at Ataikula zonal Office Complex, Pabna.

(C) Construction of (i) 3-storied Office Building with 5-storied Foundation (ii) 3-storied D-type Building with 5-storied Foundation (iii) 2-storied E & F-Type Building with 6-storied Foundation (iv) 2-storied Garrage cum Ansar Barack Building (V) Deep Tube Well with Pump House & (vi) Ancillary Works (Road, Boundary Wall, Gate, Security Post, Master Drains, Sewerage System, Shaded Open Store Yard, Store Yard Fenching) at Potia zonal Office Complex, Natore.

02. Sub-package no: URIDS-(W)-CW-01-LOT-04

(A) Vertical extension of Office Building (1 floor) at Jhenaidah PBS HQ Complex

(B) Construction of 2-storied Rest House Building at Magura PBS HQ Complex

(C) Construction of (i) 3-storied Office Building with 5-storied Foundation (ii) 3-storied D-type Building with 5-storied Foundation (iii) 2-storied E & F-Type Building with 6-storied Foundation (iv) 2-storied Garage cum Ansar Barrack Building (V) Deep Tube Well with Pump House & (vi) Ancillary Works (Road, Boundary Wall, Gate, Sentry Post, Master Drains, Sewerage System, Shaded Open Store Yard, Store Yard Fencing) at Jhikorgasa zonal Office Complex, Jessore.

(D) Construction of 2-storied Office building at Kushtia PBS HQ Complex

03. Sub-package no: URIDS-(E)-CW-01-LOT-05

(A) Vertical extension of (1) Office building (2nd floor) & (2) C-type, D-type and E-type (1 floor) at Patuakhali PBS HQ Complex

(B) Construction of (i) 3-storied Office Building with 5-storied Foundation (ii) 3-storied D-type Building with 5-storied Foundation (iii) 2-storied E & F-Type Building with 6-storied Foundation (iv) 2-storied Garage cum Ansar Barrack Building (V) Deep Tube Well with Pump House & (vi) Ancillary Works (Road, Boundary Wall, Gate, Sentry Post, Master Drains, Sewerage System, Shaded Open Store Yard, Store Yard Fencing) at Lalmohan zonal Office Complex, Bhola

(C) Construction of (i) 3-storied Office Building with 5-storied Foundation (ii) 3-storied D-type Building with 5-storied Foundation (iii) 2-storied E & F-Type Building with 6-storied Foundation (iv) 2-storied Garage cum Ansar Barrack Building (V) Deep Tube Well with Pump House & (vi) Ancillary Works (Road, Boundary Wall, Gate, Sentry Post, Master Drains, Sewerage System, Shaded Open Store Yard, Store Yard Fencing) at Gornodi zonal Office Complex, Barisal

(D) Construction of (i) 3-storied Office Building with 5-storied Foundation (ii) 3-storied D-type Building with 5-storied Foundation (iii) 2-storied E & F-Type Building with 6-storied Foundation (iv) 2-storied Garage cum Ansar Barrack Building (V) Deep Tube Well with Pump House & (vi) Ancillary Works (Road, Boundary Wall, Gate, Sentry Post, Master Drains, Sewerage System, Shaded Open Store Yard, Store Yard Fencing) at Bauphal zonal Office Complex, Patuakhali

04. Sub-package no: URIDS-(W)-CW-01-LOT-06

(A) Construction of (i) 3-storied Office Building with 5-storied Foundation (ii) 3-storied D-type Building with 5-storied Foundation (iii) 2-storied E & F-Type Building with 6-storied Foundation (iv) 2-storied Garage cum Ansar Barrack Building (V)

	<p>Deep Tube Well with Pump House & (vi) Ancillary Works (Road, Boundary Wall, Gate, Sentry Post, Master Drains, Sewerage System, Shaded Open Store Yard, Store Yard Fencing) at Shener Bazar zonal Office Complex, Khulna.</p> <p>(B) Repair and renovation of Khulna Central warehouse, Khulna</p>
GCC 2.2	The Sectional Completion Dates are: N.A
GCC 2.3(i)	<p>The following documents also form part of the Contract:</p> <ul style="list-style-type: none"> -Initial Environmental Examination (IEE), -Environmental Management Plan (EMP)
GCC 3.1	<p>The language of the contract is English</p> <p>The law that applies to the Contract is the law of The People's Republic of Bangladesh</p>
GCC 11.1	The Project Manager may delegate any of his duties and responsibilities.
GCC 14.1	Schedule of other contractors: None
GCC 18.1	<p>The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel and to provide a safe work environment.</p> <p>The Contractor shall conduct health and safety programs for workers employed under the project and disseminate, or engage appropriate service providers to disseminate information on the risks of sexually transmitted diseases, including HIV/AIDS, to its employees engaged under the Project and to members of the local communities surrounding the Project area, particularly women.</p>
GCC 19.1	<p>The minimum insurance amounts and deductibles shall be:</p> <ul style="list-style-type: none"> (a) for loss or damage to the Works, Plant and Materials: N/A (b) for loss or damage to Equipment: N/A (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract:N/A (d) for personal injury or death: <ul style="list-style-type: none"> (i) of the Contractor's employees: As per the law and common practice in Bangladesh (ii) of other people: As per the law and common practice in Bangladesh
GCC 20.1	Site Investigation Reports are: N.A
GCC 21.1	The Contractor shall adequately record the condition of roads, agricultural land and other infrastructure prior to the start of transporting materials, goods and equipment, and construction.
GCC 23.1	The following shall be designed by the Contractor:Work Program by MS project, Working Drawing before starting any work as required, Plumbing procedure etc.
GCC 26.1	The Site Possession Date(s) shall be within 07 days of signing of contract

GCC 29.1	Appointing Authority for the Adjudicator: President, Institute of Engineers, Bangladesh
GCC 30.3	The Adjudicator shall be paid by the hour at the rate of: TK.2500/= The reimbursable expenses are: TK.75,000/=
GCC 30.4	Institution whose arbitration procedures shall be used: <i>[select from below]</i> (a) Contracts with foreign contractors: N.A (b) Contracts with domestic contractors: Arbitration shall be conducted in accordance with the laws of the Employer's country.
C. Time Control	
GCC 35.1	The Contractor shall submit for approval a Program for the Works within 07 days from signing of contract.
GCC 35.3	The period between Program updates is 19 days. The amount to be withheld for late submission of an updated Program is TK.2,000/=
D. Quality Control	
GCC 43.1	The Defects Liability Period is: 360 days.
E. Cost Control	
GCC 53.1	The currency of the Employer's country is: Bangladeshi Taka
GCC 54.1	The Contract is not subject to price adjustment in accordance with GCC Clause 54.
GCC 55.1	The proportion of payments retained is: 10% _____
GCC 56.1	The liquidated damages for the whole of the Works are 0.05 % per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
GCC 57.1	N.A
GCC 58.1	The Advance Payments shall be 10% of the contract price
GCC 58.3	Repayment of the Advance Payments shall be: 15% from each payment certificate start from 1 st interim payment certificate.
GCC 59.1	The Performance Security amount is 10% of contract amount _____
GCC 69.1	Upon the completion of construction, the Contractor shall fully reinstate pathways, other local infrastructure, and agricultural land to at least their

	pre-project condition as recorded by the Contractor in consonance with its obligation in Clause 21.
G. Finishing the Contract	
GCC 72.1	The date by which operating and maintenance manuals are required is 15 days The date by which “as built” drawings are required is 15 days
GCC 72.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 72.1 is TK.40,000/=
GCC 73.2 (h)	The maximum number of days is:200
GCC 75.1	The percentage to apply to the contract value of the work not completed, representing the Employer’s additional cost for completing the uncompleted Works, is twenty percent (20%)
GCC 80.1	The Contractor shall comply with all applicable national, provincial, and local environmental laws and regulations. The Contractor shall (a) establish an operational system for managing environmental impacts, (b) carry out all of the monitoring and mitigation measures set forth in the Initial Environmental Examination (“IEE”), Environmental Management Plan (“EMP”) and any corrective or preventative actions set forth in a Safeguards Monitoring Report (c) allocate the budget required to ensure that such measures are carried out, and (d) comply with any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor implementation of the initial environmental examination and the environmental management plan. The Contractor shall submit quarterly reports on the carrying out of such measures to the Employer.
GCC 81.1	The Contractor shall provide the Employer with quarterly reports of its activities, including each of its obligations in Sub-Clauses 18, 21, 24, 40, 69, and 80.