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Particular Conditions of Contract

The Contractor shall submit a Programme for the Works within [3] days of signing the Contract.

33.2 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.

The period between Programme updates is [30]

33.3 If the Contractor does not submit an updated Programme of Works at the intervals as stated under GCC Sub Clause 33.2, 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.

The amount to be withheld for late submission of an updated Programme is [0.000]

C. Quality Control

45. Correction of Defects

45.1 The Project Manager shall give notice to the Contractor, with a copy to the Procuring Entity 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 [6] months

D. Cost Control

53. Payments to the Contractor

53.3 Payments due to the Contractor in each certificate shall be made into the Bank Account, in any scheduled Bank of Bangladesh, of the legal 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 : [insert title to whom the Contract awarded] Name of the Bank : [insert name with code, if any] Name of the Branch : [insert branch name with code, if any] Account Number : [insert number] Address : [insert location with district] Tel : e-mail address : [information furnished by the Contractor shall be substantiated by the concerned Bank and authenticated by the Procuring Entity]

54. Compensation Events

54.1 The following shall be Compensation Events:

(i) Other Compensation Events described in the Contract or determined by the Project Manager in the PCC shall apply.

Sl. No	Compensation Events
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1 none

56. Retention Money

56.1 The Procuring Entity 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.

The Procuring Entity shall deduct at the rate of 10.00% percent from each interim payment certificate as Retention Money.
Performance Security : 0.0%

57. Liquidated Damages

57.1 Except as provided under GCC Sub Clause 65, if the Contractor fails to complete the Works within the Intended Completion Date or extended Intended Completion Date of the contract or Intended Sectional Completion Date or extended sectional completion date of any section under the contract, the Procuring Entity shall, as Liquidated Damages, deduct from the Contract Price, a sum at the percent-rate per day of delay as specified in the PCC, of the contract value. The total amount of Liquidated Damages or Delay Damages shall not exceed the amount specified in the PCC. The Procuring Entity may deduct Liquidated Damages from payments due to the Contractor. Payment of Liquidated damages shall not affect the Contractor's liabilities.

Liquidated Damages for the uncompleted Works or any part per day of delay (%)

The maximum amount of Liquidated Damages (%)

0.100

10.000

E. Completion of Contract

64. As-built Drawings

64.1 If 'As Built' Drawings are required, the Contractor shall supply them by the dates stated in the PCC.

'As- built' drawings are required; Or, 'As- built' drawings are not required; [Delete the inapplicable one] The date by which 'as-built' drawings are required is [insert date]

64.2 If the Contractor does not supply the Drawings by the dates specified in GCC Sub Clause 64.1, 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 by the date required is Tk [insert amount] [usually an amount required to produce such drawings]

F. Termination and Settlement of Disputes

74. Payment upon Termination