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B. Time Control	
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>
	40.2 The Contractor shall commence the execution of the Works as soon as is reasonably practicable by the Start Date as specified in the GCC Sub Clause 1.1(nn) after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.
41. Completion of Works	41.1 The Contractor shall carry out the Works in accordance with the Programme of Works submitted by the Contractor and as updated with the approval of the Project Manager as stated under GCC Clause 42 to complete them in all respects by the Intended Completion Date.
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>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>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>42.4 The Project Manager's approval of the Programme of Works shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Project Manager again at any time for approval. A revised Programme shall show the effect of Variations and Compensation Events.</p>
43. Pro Rata Progress	43.1 The Contractor shall maintain Pro Rata progress of the Works. Progress to be achieved shall be pursuant to GCC Clause 42 and shall be determined in terms of the value of the works done.
44. Early Warning	<p>44.1 If at any time during performance of the Contract, the Contractor or its Subcontractors should encounter events, circumstances, conditions that may adversely affect the quality of the work, increase the original Contract Price or delay the execution of the Works, the Contractor shall promptly notify the Project Manager in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Project Manager shall evaluate the situation, and the Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.</p> <p>44.2 The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the original Contract price and Completion Date. The Contractor shall provide the estimate and the Project Manager shall further proceed as soon as reasonably possible.</p>
45. Extension of Intended Completion Date	<p>45.1 The Contractor shall be entitled to an extension of the Intended Completion Date, if and to the extent that completion of the Works or any part thereof is or will be delayed by Compensation Events or a Variation or Extra Work Order.</p> <p>45.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within twenty-one (21) days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the extension of Intended Completion Date.</p> <p>45.3 Except in case of Force Majeure, as provided under GCC Clause 85, a delay by the Contractor in the performance of its Completion obligations shall render the Contractor liable to the imposition of Liquidated Damages pursuant to GCC Clause 73, unless an extension of Intended Completion Date is agreed upon, pursuant to GCC Clause 45.</p>
46. Delays Caused by Authorities	<p>46.1 If the following conditions apply, namely:</p> <p>(a) the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities,</p> <p>(b) these public authorities delay or disrupt the Contractor's work, and</p> <p>(c) the delay or disruption was unforeseeable;</p> <p>then this delay or disruption will be considered as a cause of delay under GCC Sub Clause 45.1.</p> <p>46.2 The Project Manager shall notify the Contractor accordingly keeping the PE posted.</p>
47. Acceleration	<p>47.1 When the PE wants the Contractor to finish the Works before the Intended Completion Date, the Project Manager will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the PE accepts these proposals, the Intended Completion Date will be advanced accordingly and confirmed by both the PE and the Contractor.</p> <p>47.2 If the PE accepts the Contractor's priced proposals for acceleration, they will be incorporated in the Contract Price and treated as a Variation under GCC Clause 62.</p>
48. Delays Ordered by the Project Manager	48.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
49. Suspension of Work	49.1 The Project Manager may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.

50. Consequences of Suspension	<p>50.1 If the Contractor suffers delay and/or incurs Cost from complying with the Project Manager's instructions under GCC Clause 49 and/or from resuming the work, the Contractor shall give notice to the Project Manager and shall be entitled subject to GCC Clause 93 to:</p> <p>(a) an extension of time for any such delay, if Completion is or will be delayed and</p> <p>(b) payment of any such cost, which shall be included in the Contract Price.</p>
	50.2 After receiving this notice, the Project Manager shall proceed to agree or determine these matters.
	50.3 The Contractor shall not be entitled to any extension of time for, or to any payment of the cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with GCC Clause 49.

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