# Section 4. Particular Conditions of Contract

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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** | |
| **GCC 1.1(j)** | The Contractor is  *[Name, address, and name of authorized representative]* | |
| **GCC 1.1(ff)** | The PE is  *[Name, address, and name of authorized representative]* | |
| **GCC 1.1(gg)** | The Project Manager is  *[Name, address, and name of authorized representative]* | |
| **GCC 1.1 (bb)** | The original Contract price is *[insert the amount in the NOA]* | |
| **GCC 1.1(y)** | The Intended Completion Date for the whole of the Works shall be *[insert date]*  *[to be calculated from the Commencement Date]* | |
| **GCC 1.1(kk)** | The Site is located at *[location]* and is defined in drawings No:  *[insert numbers]* | |
| **GCC 1.1(nn)** | The Start Date shall be *[insert date ]*  *[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]* | |
| **GCC 1.1(rr)** | The Works consist of  *[state brief summary, including relationship to other Contracts under the Project]* | |
| **GCC 2.5** | The Sectional Completion Dates are:  *[state part of the works and the corresponding dates, if applicable]* | |
| **GCC 3.1** | The PE’s address for the purpose of communications under this contract is :  Contact person:  Address:  Tel:  Fax:  e-mail address: | |
| The Contractor’s address for the purpose of communications under this contract is :  Contact person:  Address:  Tel:  Fax:  e-mail address: | |
| **GCC 6.1 (j)** | Other documents forming part of the Contract are;  *[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.]* | |
| **GCC 9.1** | A Contractor or a Subcontractor that is a national of, or registered in, the following countries are not eligible:  *[state countries, if applicable]* | |
| **GCC 9.2** | Materials, Equipments Plants and supplies shall not have their origin in the following countries:  *[state countries, if applicable]* | |
| **GCC 13.1** | Possession of the Site or part(s) of the Site, to the Contractor shall be given on the following date(s);  *[state date or dates of possession of site]* | |
| **GCC 19.1** | Following Key Personnel to carry out the functions stated in the Schedule shall be employed by the Contractor;  *[insert name(s)]* | |
| **GCC 21.1** | Nominated Subcontractor(s) named below;  *\_\_\_\_[insert name(s)]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  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  *[state only if other than the Project Manager]* | |
| **GCC 37.1** | The minimum insurance cover shall be: | |
| (a) | The maximum deductible for insurance of the Works and of Plant and Materials is Tk *[state amount]*  *[the Contractor shall provide this amount at the time of Contract signing].* |
| (b) | The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor’s faulty design is Tk *[state amount]*.  *[the amount could be 110% of the value of the works, plant and materials that may be lost in a worst case scenario].* |
| (c) | The maximum deductible for insurance of Equipment is Tk *[state amount]*.  *[the Contractor shall provide this amount at the time of Contract signing].* |
| (d) | The minimum cover for loss or damage to Equipment is Tk *[state amount]*.  *[the amount could be 110% of the replacement value of the equipment]* |
| (e) | The maximum deductible for insurance of other property is Tk *[state amount]*.  *[the Contractor shall state this amount at the time of Contract signing].* |
| (f) | The minimum cover for insurance of other property is Tk *[state amount].*  *[it is the responsibility of the Contractor to obtain adequate insurance cover for such risks – recommended value 10% of contract price].* |
| (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. |
| **GCC 40.1** | Commencement Date of Works shall be as follows;  *[insert different commencement dates for different parts of the Works, if deemed appropriate]* | |
| **GCC 42.1** | The Contractor shall submit a Programme for the Works within *[insert days]* days of signing the Contract.  *[usually fifteen (15) days]* | |
| **GCC 42.2** | The period between Programme updates is *[state interval]*  *[usually bi-monthly or quarterly depending on the nature of the Works]* | |
| **GCC 42.3** | The amount to be withheld for late submission of an updated Programme is *[state amount]*. | |
| **GCC 57.1** | The Defects Liability Period is *[state months]*  *[usually Defect Liability Period is twelve (12) months to cover at least one complete monsoon season].* | |
| **GCC 66.3** | 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 :  Fax :  e-mail address :  *[information furnished by the Contractor shall be substantiated by the concerned Bank and authenticated by the PE]* | |
| **GCC 69.1(m)** | The following additional events shall also be the Compensation Events:  *[list events or state none ]* | |
| **GCC 71.1** | The Contract is not subject to price adjustment.  OR  The Contract is subject to price adjustment, the weightings or coefficients for adjustment are:  [*Price Adjustment Formulae to be applicable if stated under ITT Sub Clause 27.10 shall be specified here]*  ***Example:***  **P= A + a (Lm/Lo)+ b (BIm/BIo)+ c (CEm/CEo)+ d (RSm/RSo)+ e (STm/STo)+ f (BRm/BRo)+g (MIm/MIo) + h (FUm/FUo)+ etc**  where;  **L= Labor, BI=Bitumen, CE=Cement, RS=Reinforcing Steel, ST=Stone, BR=Bricks, MI=Miscellaneous, FU= Fuel ]**  **Weighting or Coefficient A equals between 0.10 and 0.15 and, B (a+b+c+d+e+f+g+h+etc) equals between 0.90 and 0.85.**  [insert figure] non-adjustable component (**coefficient A**)  [insert figure] adjustable component (**coefficient B**)  *[The sum of* ***A+B*** *shall equal* ***ONE*** *(1). It is usual to have value of* ***A*** *between 0.10 and 0.15 and that of* ***B*** *between 0.90 and 0.85. Breakdown of* ***B*** *shall be provided in* ***Appendix to the Tender.]***  *[delete as appropriate]*  *[price adjustment clauses are usually only permitted for Works Contracts, execution of which will take more than eighteen (18) months from Start Date to Completion Date. The PE must consider each Contract on its individual merit; approval of HOPE required for Contracts of less than eighteen (18) months]* | |
| **GCC 72.1** | The proportion of payments to be retained is *[insert percent]* percent.  *[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 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]* | |
| **GCC 73.1** | The amount of Liquidated Damages or in other words Delay Damages for the uncompleted Works or any part thereof is [insert percentage] percent of its Contract price per day of delay.  ***[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]***  **Guide to application of GCC Sub Clause 76.1 above**  ***[ Liquidated damages is equivalent to an amount to be determined in accordance with the following formula***  T***LD =*** V***UW*** xPx n  ***Where;***  T***LD = Total amount of Liquidated Damages***  V***UW = 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). VUW shall be calculated by deducting the value of the completed works under the Contract from the total Contract price***  P  ***= 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]*** | |
| **GCC 73.1** | The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is [insert percentage] percent of the final Contract price of the whole of the Works.  ***[ usually the total amount of liquidated damages shall not exceed ten (10) percent of the final Contract price for the whole of the Works]*** | |
| **GCC 74.1** | The Bonus for the whole of the Works is *[insert percentage]* percent of the final Contract price per day. | |
| The maximum amount of Bonus for the whole of the Works is *[insert percentage]* percent of the final Contract price.  *[if early completion would provide benefits to the PE, this clause should remain, otherwise state “Not Applicable”. The bonus is usually numerically equal to the Liquidated Damages]* | |
| **GCC 75.1** | The Advance Payment shall be Tk [insert amount] and shall be paid to the Contractor not later than [insert date].  *[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 Guarantee (****Form e-PW3-10.****) On the contrary, advance payments may be applicable for procurements under aided projects]* | |
| **GCC 77.2** | The percentage for adjustment of Provisional Sums is  \_\_\_\_% (\_\_\_\_\_\_\_\_\_percent)  [*state none, if not applicable. Usually covers the VAT, profit and overhead costs]* | |
| **GCC 84.1** | The date by which “**as-built**” drawings are required is *[insert date]* | |
|  | The date by which operating and maintenance manuals are required is *[insert date]* | |
| **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 *[insert amount]*  *[usually a very nominal amount]* | |
| **GCC 90.1** | 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 *[state percentage]* percent.  *[ usually between ten (10) to twenty (20) percent depending on the nature of the Works]* | |
| **GCC 94.2 (b)** | The Adjudicator jointly appointed by the parties is:  Name:  Address:  Tel No:  Fax No:  e-mail address: | |
| **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)** | The arbitration shall be conducted in the place mentioned below;  [state name of place with location and district ] | |