

COMPILATION OF PPP TERMS AND CONDITIONS OF CONTRACT

PUBLIC SECTOR VERSION

CLAUSE 6: PROGRAMME

DBFOM CONTRACT

CONCESSION CONTRACT

DBFM CONTRACT

DBF CONTRACT

DBOM CONTRACT

DBM CONTRACT

INTRODUCTION

The Contractor will have a detailed programme drawn up which will set out all of the construction activities and the dates upon which they are scheduled to take place. This clause, regarding the provision of this programme to the Authority, will give the Authority advanced notice of any potential delays to completion.

CORE CONTRACT DRAFTING

6. PROGRAMME

6.1 Programme

The Programme sets out the timetable in which the PPP Co shall carry out the Works including, without limitation, surveys, investigations, design, construction, commissioning, testing and related works appearing in the User Requirements.

6.2 Programme submitted at Commencement Date

Where the Authority's Representative is of the opinion (acting reasonably) that the Programme does not comply with Good Industry Practice or is not sufficiently detailed so as to enable the Authority's Representative to plan and allocate its resources appropriately, the PPP Co shall, within [●] ([●]) Working Days of being so required by the Authority's Representative, submit a revised Programme.

6.3 Variations to Programme

Should it appear to the Authority's Representative (acting reasonably) or the PPP Co (acting reasonably) at any time that the actual or likely progress of the Works does not or will not conform with the Programme in any material respect then, within [●] ([●]) Working Days of being so required by the Authority's Representative or (if earlier) becoming aware of the same, the PPP Co shall:

- (a) submit to the Authority's Representative a report identifying the reasons for such non-conformity; and
- (b) at the same time as submitting the report in accordance with Clause 6.3 (a) submit to the Authority's Representative, a revised Programme which shall provide for the Works to be pursued diligently in such manner as to achieve Completion as soon as practicable and provide for the Works to be commenced and pursued diligently in accordance with Clause 6.5 (Achievement of Completion).

6.4 Revised Programme

Each revised Programme submitted in accordance with Clause 6.2 (Programme) and/or 6.3 (Variations to Programme) shall:

- (a) be in accordance with Good Industry Practice;
- (b) be in sufficient detail so as to enable the Authority's Representative to plan and allocate its resources appropriately;
- (c) provide for the Works to be commenced and pursued in accordance with Clause 6.5 (Achievement of Completion); and
- (d) except with the prior Approval of the Authority's Representative, such Approval not to be unreasonably withheld, not require access to be granted to any part of the Site [or Off-Site Area] in advance of the date specified for such access in the Programme as at the Commencement Date.

6.5 Achievement of Completion

- (a) The PPP Co shall commence the Works promptly following the Effective Date and shall thereafter diligently pursue the Works to such standard as would require the issue of the Services Commencement Certificate and shall use reasonable endeavours to procure that they are carried out in all material respects in accordance with the Programme.
- (b) The PPP Co shall achieve the Service Commencement Date by a date no later than the Longstop Date.

6.6 No relief for PPP Co

No report as referred to in Clause 6.3 (Variations to Programme) or Approval, review or comment of the Authority in respect of the Programme shall relieve PPP Co of any of its obligations under this Agreement.

NRA MODEL CONTRACT DRAFTING

[•] The PPP Co shall commence the Works promptly following the Commencement Date and shall thereafter diligently pursue the Works and shall procure that they are completed in accordance with the Programme to such standard as would require the issue of the Completion Certificate.

Comment: Under the NRA Model Contract drafting, the obligation to comply with the programme is more stringent.

CROSS REFERENCES

This clause is referred to in the following clause of the Compendium:

- Clause 28 (Land)

There are no references to this clause in the Risk Matrix.