

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 (ADB)
GCC 1.1 (r)	The Employer is: Public Works Department, Government of Himachal Pradesh, represented by Chief Engineer, Shimla Zone, Shimla – 171 002
GCC 1.1 (w)	The Intended Completion Date for the whole of the Works shall be 18 months from the Start Date.
GCC 1.1 (cc)	The Project Manager is: Executive Engineer, Nahan Division, HPPWD, Nahan, Himachal Pradesh, INDIA.
GCC 1.1 (ff)	The Sites are located at Pragati Nagar and Chaupal in Shimla and Nahan as defined in drawing.
GCC 1.1 (ii)	The Start Date shall be: 15 days from the date of signing of the contract.
GCC 1.1 (mm)	The Works consist of Construction of Building portion including Civil works, Water supply & Sanitary installation, Septic tank, Rain water harvesting and Site development etc. including all ancillary activities of Rural Livelihood Centre at Pragati Nagar and Chaupal in Shimla and City Livelihood Centre at Nahan in Himachal Pradesh.
GCC 2.2	Sectional Completions are: Not Applicable
GCC 2.3(j)	The following documents also form part of the Contract: <ul style="list-style-type: none"> i) Public Works Depart Specification 1990 published by Public Works Department, Himachal Pradesh; and ii) Environmental Management Plan (Attached as Appendix A), and Initial Environmental Examination Report (Attached as Appendix B).
GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of India
GCC 8.3	Add the following as Sub-clause 8.3: <ul style="list-style-type: none"> (i) The Contractor (or either of the Joint Venture partner) shall be required to possess valid electrical license issued from competent authority for executing electrification works. However, in the event of electrical works being sub-contracted, the sub-contractor should have the said valid electrical license. (ii) The Contractor shall obtain, if necessary, the licenses under the current explosive rules to enable him to manufacture and process the quantity of gunpowder / explosive and perform the blasting as necessary according to prevailing rules.

GCC 8.4	<p>Add the following Sub-clause 8.4:</p> <p>The Contractor shall comply with all applicable National, provincial and local environmental laws and regulation.</p> <p>The Contractor shall:</p> <ul style="list-style-type: none"> (a) establish an operational system for managing environmental impacts, (b) carry out all the monitoring and mitigation measures set forth in the Environmental Management Plan (EMP) of the bidding document and (c) allocate the budget required to ensure that such measures are carried out. <p>The Contractor shall submit quarterly reports on the carrying out of such measures to the Employer.</p>
GCC 11.1	The Project Manager <u>may</u> delegate any of his duties and responsibilities.
GCC 14.1	Schedule of other contractors: <i>Nil</i>
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: INR 10.0 million. (b) for loss or damage to Equipment: INR 2.0 million. (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: INR 5.0 million and unlimited number of occurrences. (d) for personal injury or death: <ul style="list-style-type: none"> (i) of the Contractor's employees: As per governing law but not less than INR 1.0 million and unlimited number of occurrences. (ii) of other people: As per governing law but not less than INR 1.0 million and unlimited number of occurrences.
GCC 20.1	<p>Site Investigation Reports are:</p> <ul style="list-style-type: none"> (a) Topographic Survey, and (b) Soil Investigation Report <p>These Investigation reports are available in the Office of the Employer.</p>
GCC 21.2	<p>Add the following Sub-clause 21.2:</p> <p>The Contractor shall comply with (i) the measures and requirements set forth in the Social Due Diligence Report attached there to as Appendix C, to the extent they concern impacts on affected people during construction; and (ii) any corrective or preventive actions set out in a Safeguards Monitoring Report (SMR) that the Employer will prepare from time to time to monitor compliance with measures set out in the Social Due Diligence Report. The Contractor shall allocate a budget for compliance with these measures, requirements and actions.</p>
GCC 22.1	<p>Add the following para at the end of Sub-Clause 22.1:</p> <p>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.</p>

GCC 23.1	The following shall be designed by the Contractor: Not Applicable
GCC 24.2	Add the following Sub-clause 24.2: The Contractor shall comply with all safety measures as required by rules and regulations and applicable law.
GCC 26.1	The Site Possession Date(s) shall be: Same as the Start Date.
GCC 29.1	Appointing Authority for the Adjudicator: Concerned Secretary of Administrative Department can appoint Adjudicator from a panel to be drawn or as existing in the Institution of Engineers (India), Shimla Chapter, Himachal Pradesh.
GCC 30.3	The Adjudicator shall be paid by the hour at the rate of: INR 10,000 per work day The reimbursable expenses are: Travel Expenses
GCC 30.4	Institution whose arbitration procedures shall be used: (a) Contracts with foreign contractors: International arbitration shall be conducted in accordance with the rules of the Singapore International Arbitration Centre (SIAC). Arbitration shall be administered by the Singapore International Arbitration Centre (SIAC). The place of arbitration shall be: the place of the institution administering the arbitration. (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 15 days from the date of the Letter of Acceptance.
GCC 35.3	The period between Program updates is 45 days. The amount to be withheld for late submission of an updated Program is INR 1.0 million
D. Quality Control	
GCC 43.1	The Defects Liability Period is: 365 days.
E. Cost Control	
GCC 50.1	Text “.....The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate.....” stands replaced with: “.....The Employer shall pay the Contractor the amounts certified by the

	Project Manager within 45 days of the date of each certificate.....”
GCC 51.5	<p>Add the following Sub-clause 51.5:</p> <p>Notwithstanding above the Contractor shall bear the cost of any impact on structure or land due to movement of machinery during construction and all temporary use of lands outside ROW to be through written approval of Land owner.</p>
GCC 53.1	The currency of the Employer’s country is: Indian National Rupee (INR)
GCC 54.1	<p>The Contract <i>shall</i> subject to price adjustment in accordance with GCC Clause 54,</p> <p>The amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts as indicated below:</p> $P = 0.2 + 0.15 (I_{Ln} / I_{Lo}) + 0.65 (I_{Mn} / I_{Mo})$ <p>where:</p> <p>“P” is the adjustment factor for the portion of the Contract Price payable.</p> <p>“I_{Ln}” is the “minimum wage of an unskilled mazdoor notified by the Department of Finance, Government of Himachal Pradesh” at the end of the month being invoiced.</p> <p>“I_{Lo}” is the “minimum wage of an unskilled mazdoor notified by the Department of Finance, Government of Himachal Pradesh” applicable at the end of the month in which the Letter of Award is issued.</p> <p>“I_{Mn}” is the “All India Wholesale Price Index for all commodities published by the Economic Advisor to Government of India, Ministry of Industry and Commerce” at the end of the month being invoiced.</p> <p>I_{Mo} is the “All India Wholesale Price Index for all commodities published by the Economic Advisor to Government of India, Ministry of Industry and Commerce” applicable at the end of the month in which the Letter of Award is issued.</p>
GCC 54.3	<p>Add the following as Sub-clause 54.3:</p> <p>Notwithstanding provisions in Sub-clause 54.1 and Sub-clause 54.2, in the event of Contractor’s failure to complete the works on or before Intended Completion Date, adjustment for prices after Intended Completion Date shall be made using either (i) each index or price applicable on the date of Intended Completion Date, or (ii) the current index or price: whichever is more favorable to the Employer.</p>
GCC 55.1	The proportion of payments retained is: 5%
GCC 56.1	<p>The liquidated damages for the whole of the Works are 0.1% per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.</p>
GCC 57.1	The Bonus for the whole of the Works is Nil per day. The maximum amount of Bonus for the whole of the Works is Nil.
GCC 58.1	The Advance Payments shall be 10% (ten percent) and shall be paid to the Contractor no later than 60 days of receipt of corresponding unconditional Bank

	Guarantee.
GCC 58.3	Repayment of the Advance Payments shall be at a rate of 15% (fifteen percent) from each payment certificate.
GCC 59.1	The Performance Security amount is 5% of the Initial Contract Price.
G. Finishing the Contract	
GCC 69.2	Add the following as Sub-clause 69.2: "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 22.
GCC 72.1	The date by which operating and maintenance manuals are required is: <i>Not Applicable</i> The date by which "as built" drawings are required is: <i>Not Applicable</i>
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: <i>Not Applicable</i>
GCC 73.2 (h)	The maximum number of days is: 100 days
GCC 75.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 30%
GCC 80.1	Add the following as Sub-clause 80.1: The Contractor shall provide the Employer with quarterly reports of its activities, including each of its obligations in Sub-Clause 8.4, 21.2, 22, 24.2 and 40.3.