

## **Section 7 - 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

<b>A. General</b>	
<b>GCC 1.1 (p)</b>	The Employer is Public Health Engineering Department, Government of Mizoram.
<b>GCC 1.1 (u)</b>	The Intended Completion Date for the whole of the Works shall be <u>31<sup>st</sup> March,2020</u> .
<b>GCC 1.1 (aa)</b>	Engineer-in-Charge is Executive Engineer, Aizawl Water Distribution Division 'South', PHED. Tuikhuahtlang, Aizawl, Mizoram Pin: 896 001 Country: India Telephone: : 09436743197 Email: <a href="mailto:eeawdds@gmail.com">eeawdds@gmail.com</a>
<b>GCC 1.1 (dd)</b>	The Site is Hualtu-Aizawl
<b>GCC 1.1 (ee)</b>	Since the contract is a turnkey contract, survey and design are the scope of the bidders; as such Soil Investigation Report is not appended in the bidding document.
<b>GCC 1.1 (gg)</b>	The Start Date shall be 7 days from issuance of Notice to Proceed.
<b>GCC 1.1 (kk)</b>	The Works consist of construction of <u>Alternate Water Supply Scheme of Aizawl (Gravity) Part-1</u> .
<b>GCC 20.1</b>	The Contractor is advice to visit/investigate the site before preparation of bid and rely on its finding. Since the contract is a turnkey contract, survey and design are the scope of the bidders; as such preparation of Soil Investigation Report and relaying for preparation of bid is the scope of the bidder.
<b>GCC 26.1</b>	The Site Possession Date(s) shall be: 14 days from award of Contract or the actual date when the Employer is handing over the site.
<b>GCC 28.1</b>	Appointing Authority for the Adjudicator Secretary, Public Health Engineering Department, Govt. of Mizoram.
<b>GCC 29.3</b>	The Adjudicator shall be paid by the hour at the rate of Rs 1500.  Reimbursable expenses shall be per diem, cost of travelling in connection to the duty under the contract, local conveyance and cost of preparation of report.
<b>GCC 29.4</b>	Institution whose arbitration procedures shall be used:  Arbitration shall be conducted in accordance with the laws of India  The place of arbitration shall be Aizawl, Mizoram, India.
<b>B. Staff and Labor</b>	
<b>GCC 31.1</b>	The Contractor shall not employ any child to perform any work, including work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. "Child" means a child below the statutory

	minimum age specified under applicable law. Where laws have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.
<b>GCC 32</b>	The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel and to provide a safe work environment. The Contractor shall conduct, at least twice in a year, health and safety programs for workers employed under the project, and to members of the local communities surrounding the Project area, particularly women, and shall include information on the risk of sexually transmitted diseases, including HIV/AIDS in such programs.
<b>GCC 33.1</b>	The Contractor shall comply with all relevant (a) labor laws and regulations applicable to the Contractor's personnel, including staff, consultants, contractors, and agents; and (b) workplace health and safety laws, and incorporate applicable workplace occupational safety norms. The Contractor shall allow freedom of association and effectively recognize the right to collective bargaining.
<b>C. Time Control</b>	
<b>GCC 34.1</b>	The Contractor shall submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance.
<b>GCC 34.3</b>	The period between Program updates is 60 days.  The amount to be withheld for late submission of an updated Program is INR 1 lacs.
<b>D. Quality Control</b>	
<b>GCC 39.1</b>	The Defects Liability Period is 365 days.
<b>E. Cost Control</b>	
<b>GCC 42.1</b>	(i) The rates quoted by the contractor shall be deemed to be inclusive of all the prevailing taxes, cess and duties that the contractor has to pay for performance of this contract. The Employer shall perform such duties in regard to the deduction of such taxes, cess and duties as per statutory deduction requirements at the source of payment as per applicable rules.
<b>GCC 45</b>	The proportion of payments retained is 5%
<b>GCC 46.1</b>	The liquidated damages for the whole of the works are 0.1% per day. The maximum amount of liquidated damage for the whole is 10% of the final contract price.
<b>GCC 47.1</b>	The Advance Payments shall be 10% of the contract price and shall be paid in two installments; 1) First installment of 5% is payable to the contractor after the submission of the required Bank Guarantee. 2) Second installment of 5% is payable after contractor mobilized equipment & personnel at site which has to be certified by Engineer-in-Charge or his

	<p>representatives.</p> <p>Interest of 10% Simple Interest per annum shall be charged on the Advance Payment.</p>
<b>GCC 47.3</b>	Repayment of the Advance Payments from each payment certificate shall be: 10% of the contract price and the whole advance payment should be repaid by the time 80% of total work is completed.
<b>GCC 48.1</b>	The Performance Security amount is 10 % of the Contract Price.
<b>G. Finishing the Contract</b>	
<b>GCC 56.1</b>	<p>The date by which operating and maintenance manual is to be supplied by the Contractor is 28 days from the issue of Completion Certificate.</p> <p>The date by which "as built" drawings are required is 42 days from the issue of Completion Certificate.</p>
<b>GCC 56.2</b>	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 56.1 is 0.5% of the total contract costs.
<b>GCC 59.1</b>	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the works is <u>20%</u>