

Section – VIII

Particular Conditions of Contract

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 (q)	The Employer is the Urban Affairs Department, Government of Meghalaya, represented by the Project Director, State Investment Project Management & Implementation Unit, NERCCDIP, Shillong
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be 12 months from the date of signing the Agreement.
GCCs 1.1 (aa) & 4.1	The Project Manager is: Solid Waste Management Specialist, State Investment Project Management & Implementation Unit, NERCCDIP, Shillong.
GCC 1.1 (cc)	The Site is located at Marten, Shillong and is defined in drawings in Section 6 at MMD-260652-C-DR-00-SWM-0001.
GCC 1.1 (ff)	The Start Date shall be 7 days from the date of signing the Agreement.
GCC 1.1 (jj)	The Works consist of Development of Landfill Site and Associated Works (Balance Works) under Tranche-I at Marten, Shillong.
GCC 2.2	Sectional Completions are: Not Applicable
GCC 2.3(i)	The following documents also form part of the Contract: Revised Initial Environment Examination Report (Appendix 1).
GCC 3.1	The language of the contract is English. The law that applies to the Contract is the law of Union of India and State of Meghalaya. Where there is a conflict between the two, the laws of The Union of India shall prevail.
GCC 8.1	Schedule of other contractors: Nil.
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for the Works, Plant and Materials: Full replacement cost. (b) For loss or damage to Equipment: Full replacement / repair cost (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract Full replacement / repair cost (d) for personal injury or death: (i) of the Contractor's employees: (ii) of other people: The minimum insurance cover for Third Party Liability Insurance Injury and death is INR 0.5 Million per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.
GCC 17.1	The following shall be designed by the Contractor: Nil
GCC 20.1	The Site Possession Date(s) shall be: 75% of the site free from encroachment and impediment shall be handed over to the contractor within 3 days from the date of issue of instruction of work commencement.

GCC 23.1	Appointing Authority for the Adjudicator: Principal Secretary to Government of Meghalaya, Urban Affairs Department.
GCC 24.3	The Adjudicator shall be at the rate of: INR 5000/- (Rupees Five Thousand) per day.
GCC 24.4	Any dispute between the Employer and the Contractor arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Employer's country. The place of arbitration shall be: Shillong, Meghalaya.
B. Time Control	
GCC 25.1	The Contractor shall submit for approval a Program for the Works within 15 days from the date of the Letter of Acceptance.
GCC 25.3	The period between Program updates is 10 days. The amount to be withheld for late submission of an updated Program is INR 50,000.00
C. Quality Control	
GCC 33.1	The Defects Liability Period is: 365 days.
D. Cost Control	
GCC 43.1	The currency of the Employer's country is: INR.
GCC 44.1	The Contract shall not be subject to price adjustment in accordance with GCC Clause 44.
GCC 45.1	The proportion of payments retained is: 5%.
GCC 46.1	The liquidated damages for the whole of the Works are 0.05 % per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
GCC 47.1	The Bonus for the whole of the Works: Not Applicable.
GCC 48.1	The Advance Payments shall be: 10% of the Contract Price and shall be paid to the Contractor no later than 30 days of receipt of performance security.
GCC 49.1	The Performance Security amount is 10% of Contract Price.
E. Finishing the Contract	
GCC 55.1	The date by which operating and maintenance manuals are required is on or before the day of handing over of complete work. The date by which "as built" drawings are required is on or before the day of handing over of complete work.
GCC 55.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 55.1 is INR 0.3 Million.
GCC 56.2 (g)	The maximum number of days is: 100 days.

GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is <i>20% limited to 10% of the Contract Price</i> .
	<p>The Contractor shall comply with all applicable national and local environmental laws and regulations.</p> <p>The Contractor shall (a) establish an operational system for managing environmental impacts; (b) carry out all the monitoring and mitigating measures set forth in the Project's Environmental Management Plan (EMP), attached hereto as Appendix 1 (the actual cost for the implementation of such measures shall be reimbursed by the Employer from the provisional Sums). The Contractor shall submit to the Employer quarterly report on the carrying out of such measures.</p>
	The Contractor Shall: (a) comply with all applicable labor laws, and (b) provide equal pay for men and women for work of equal value or type.
	The Contractor shall not employ child labor, as defined in national legislation for construction and maintenance activities.
	The Contractor shall give priority to the employment of local people, who meet the job and efficiency requirements, for the Contract works.
	The Contractor shall obtain the local trading licenses as applicable in the State.
	The Contractor shall not employ for the contract works (a) any person that has relationship with any of the officials of the Contractor (i.e., spouses or first blood relations), and (b) any person who retired, within the last two years, as a gazetted officer from any department of the concerned Government of Meghalaya.