

Section 8 - Particular Conditions of Contract

Part B -Specific Provisions

The Particular Conditions of Contract (PCC) Part B - Specific provisions, is to amend or for additions to the General Conditions of Contract (GCC-Section 7). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

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1. General Provisions

1.1.2 Parties and Persons

Add the following:

1.1.2.13 “State” means the State of Meghalaya.

1.6 Contract Agreement

Replace the phrase “The Contract Agreement shall be based upon the form annexed to the Particular Conditions” by the following;

“The Contract Agreement shall be based upon the form as given in Section 9, Contract Forms”

3. The Engineer

3.4 Replacement of the Engineer

Replace the duration of 21 days with 15 days in first line of the sub clause.

3.6 Management meetings

Insert this Sub-Clause at the end of Clause 3:

The Engineer or the Contractor’s Representative may require the other to attend a management meeting in order to review the progress with reference to the agreed program and arrangements for future work. The Engineer shall record the business of management meetings and supply copies of the record to those attending the meeting and to the Employer. In the record, responsibilities for any actions to be taken shall be in accordance with the Contract.

4. The Contractor

4.18 Protection of the Environment

Add the following at the end of the Sub-Clause:

The Contractor shall (a) comply with the measures relevant to the contractor set forth in the Initial Environmental Examination (IEE), the Environmental Management Plan (EMP) and the Resettlement Plan (RP) (to the extent they concern impacts on affected people during construction), and any corrective or preventative actions set forth in a Safeguards Monitoring Report that the Employer will prepare from time to time to monitor implementation, (b) make available a budget for all such environmental and social measures, (c) provide the Employer with a written notice of any unanticipated environmental or resettlement risks or impacts that arise during construction, implementation or operation of the Project that were not considered in the IEE, the EMP, or the RP, (d) adequately record the condition of roads, agricultural land and other infrastructure prior to starting to transport materials and construction, (e) reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition upon the completion of construction, and (f) submit to Employer monthly monitoring report on EMP implementation. The IEE (including EMP) and RP are attached hereto as Appendices 1 and 2.

- 4.21 Progress Report** Add the following paragraph as para (i);
Monitoring of the obligations in Sub-Clauses 4.18, 6.1, 6.4, 6.7, 6.20 and 6.21.

6. Staff and Labour

- 6.1 Engagement of Staff and Labor** Delete last paragraph and substitute:
The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the State.

- 6.4 Labour laws** **Add the following as third para;**
The Contractor shall provide equal wages and benefits to men and women for work of equal value or type.

- 6.7 Health and Safety** **Add the following as last para;**
The Contractor shall conduct health and safety programs for workers employed Pursuant to the Contract and shall include and disseminate information on the risk of sexually transmitted diseases, including HIV/AIDS in such programs.

- 6.21 Child Labour** **Add the following:**
“Child” means a child below the statutory minimum age specified under applicable national, state or local law of India.

13. Variations and Adjustments

- 13.8 Adjustment for changes in Cost** Period ‘n’ shall be considered as 3 months.
The adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out based on Increase or decrease in the cost indices of Labour, Equipment and materials shall be calculated quarterly.
For the purpose of reckoning the work done during any period, the bills prepared during the period shall be considered. The dates of recording measurements in the Measurement Book by the Engineer’s Representative shall be the guiding factor to decide the bills relevant to any period. The date of completion, as finally recorded by the Engineer’s Representative in the Measurement Book, shall be the criterion.

14. Contract Price and Payment

- 14.1 The Contract Price** Insert following subparagraphs after para (d):
(e) notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not exported from the Country on completion of the Contract. A

copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare parts to be exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to be exported; and (b) on the initial imported value that Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.

- (f) EA will issue essentiality certificate under Government of India notification No. 108/95 and 84/97 which will assist the Contractor to obtain any lawful exemptions from payment of Excise Duty or Import Duty on Plant and Materials, which are to be incorporated as a part of the Permanent Works. The Certificate will be issued in the format indicated in Section 9, which certifies the estimated quantities of materials that are to be incorporated into the permanent works. The responsibility for obtaining any such exemptions from Competent Authority will remain with the supplier/ Contractor and the EA shall not in any way be responsible for admissibility of the claims or eligibility of the supplier/ Contractor.

14.5 Plant & Materials

The materials and Plants shall not be removed from the site without the approval of the Engineer; otherwise it will be considered as breach of Contract which shall permit the Engineer to claim the cost under the Performance Security or as decided.