

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)	<p>The Employer is: The Employer is: Third Small Towns Water Supply and Sanitation Sector Project, Department of Water Supply and Sewerage, Ministry of Water Supply and Sanitation</p> <p>The Authorized Representative is Project Director, Project Management Office, Third Small Towns Water Supply and Sanitation Sector Project, Panipokhari, Maharajgunj, Kathmandu, Nepal</p> <p>Telephone: 0977-1-4422231</p> <p>Facsimile number: 0977-1-4413280</p> <p>Electronic mail address: info@stwsssp.gov.np,</p> <p>The Authorized Representative at site is : Project Director Project Management Office Panipokhari, Kathmandu</p>
GCC 1.1 (w)	<p>The Intended Completion Date for the whole of the Works shall be: Stage 1: 24 months after the signing of the Contract.</p> <p>Stage 2: 12 months after the successful testing and commissioning of the system of stage 1.</p>
GCC 1.1 (cc)	The Project Manager is: Team Leader, Regional Design, Supervision and management Consultant, Eastern Region
GCC 1.1 (ff)	The Site is located at Bidur Town, Nuwakoti District, Bagmati Zone, Central Development Region, Nepal and is defined in the drawing no.1
GCC 1.1 (ii)	The Start Date shall be: 14 days after the day of signing of Contract
GCC 1.1 (mm)	<p>The Works consist of Stage 1 : Construction of Civil Works consisting of :</p> <p style="padding-left: 40px;">Ground Reservoirs; River Intake; Rive Crossing; Transmission main and distribution pipe lines; Electrical and Electromechanical works; Treatment plants and other associated works.</p>

	<p>Stage 2 : Operations and Maintenance of the system :</p> <p>Activities to be accomplished are listed in details in Section 6: Employer's Requirements of this Bidding Document.</p>
GCC 2.2	<p>Sectional Completions are: Stage 1 : Construction of Civil Woks</p> <p>Stage 2 : Operation & Maintenance Works</p>
GCC 2.3(j)	<p>The following documents also form part of the Contract: Resettlement Plan Appendix-1 and The Initial Environmental Examination and the Environmental Assessment and Review Procedures Appendix-2 attached.</p>
GCC 3.1	<p>The language of the contract is English</p> <p>The law that applies to the Contract is the law of Nepal</p>
GCC 11.1	<p>The Project Manager may delegate any of his duties and responsibilities.</p>
GCC 14.1	<p>Schedule of other contractors: None</p>
GCC 19.1	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) for loss or damage to the Works, Plant and Materials: 110% of value of Works, Plant and Materials as per the Contract price deductible: NRs.200,000.00</p> <p>(b) for loss or damage to Equipment: NRs. 1,000,000 deductible: NRs.60,000.00</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract : NRs. 1,000,000 deductible: NRs.60,000.00</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's, Employer's and the Consultant's Employees : NRs. 1,000,000</p> <p>(ii) of other people including labors: NRs. 800,000</p>
GCC 20.1	<p>Site Investigation Reports are: None</p>
GCC 22.2	<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	<p>The following shall be designed by the Contractor: None</p>
GCC 24.2	<p>The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personal and to provide a safe work environment. The Contractor shall conduct health and safety programs for workers employed under the project, and shall include information on the trafficking of women and the risk of sexually transmitted diseases, including HIV/AIDs in such programs.</p>
GCC 26.1	<p>The Site Possession Date(s) shall be: 14 days from the date of signing of</p>

	Contract. All sites will be delivered at the same time.
GCC 27.2	The Contractor shall comply with (i) the measures and requirements relevant to the Contractor which are set forth in the Resettlement Plan (“RP”) or DDR and IEE attached hereto as Appendix-1 and 2, to the extent it concerns impacts on affected people during construction; and (ii) any corrective or preventive actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor implementation of the resettlement plan. The Contractor shall allocate a budget for compliance with these measures, requirements and actions.
GCC 29.1	Appointing Authority for the Adjudicator: President, Nepal Council of Arbitration (NEPCA)
GCC 30.3	The Adjudicator shall be paid by the hour at the rate of: NRs.500.00. The reimbursable expenses are: as agreed upon by Employer, Contractor and Adjudicator during the appointment of Adjudicator.
GCC 30.4	<p>Institution whose arbitration procedures shall be used:</p> <p>(a) Contracts with foreign contractors: International arbitration shall be conducted in accordance with the rules of International Chamber of Commerce (ICC). Arbitration shall be administered by International Chamber of Commerce (ICC). The place of arbitration shall be: Kathmandu, Nepal</p> <p>(b) Contracts with domestic contractors: Arbitration shall be conducted in accordance with the NEPCA procedures following Nepal Arbitration Act 2055. and Place of the Arbitration shall be : Kathmandu, Nepal</p>
C. Time Control	
GCC 35.1	The Contractor shall submit for approval a Program for the Works within 28 days from the date of the Letter of Acceptance.
GCC 35.3	<p>The period between Program updates is 60 days.</p> <p>The amount to be withheld for late submission of an updated Program is NRs.200,000</p>
GCC 40.3	In addition to the foregoing, the Contractor shall provide the Project Manager with a written notice of any unanticipated environmental or resettlement risks or impacts that arise during construction, implementation or operation of the Plant or Permanent Works, which were not considered in the Initial Environmental Examination, the Environmental Management Plan or the Resettlement Plan attached hereto as Appendix 1 & Appendix-2.
D. Quality Control	
GCC 43.1	The Defects Liability Period is: 730 days.

E. Cost Control	
GCC 50	Add Sub-Clause 50.5: The Contractor shall get the 75% payment of the water supply component and 85% payment of the sanitation component of each and every Interim Payment Certificate from the PMO and the remaining 25% payment of the water supply component and 15% payment of the sanitation component from the concern WUSCs/LBs. Brief details of project funding mechanism is provided in Section 6: Employer's Requirements.
GCC 53.1	The currency of the Employer's country is: Nepalese Rupees (NRs.)
GCC 54.1	<p>The Contract is subject to price adjustment in accordance with GCC Clause 54 and the following information regarding coefficients does apply.</p> <p>The non-adjustable and adjustable coefficients are as follows:</p> <p>Ac = 0.15</p> <p>Bc = 0.85</p> <p>Index shall be: National Wholesale Price Index (Construction Materials) published by Nepal Rastra Bank.</p>
GCC 55.1	The proportion of payments retained is: 5 % of Contract Price
GCC 56.1	The liquidated damages for the whole of the Works are 0.05% of the final contract price per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
GCC 57.1	The Bonus for the whole of the Works is 0.05% of the final contract price per day. The maximum amount of Bonus for the whole of the Works is 10% of the final Contract Price.
GCC 58.1	<p>The Employer shall make an advance payment, as an interest free loan for mobilization and cash flow support, when the contractor submits a guarantee in accordance with this sub clause.</p> <p>(i) Total advance payment shall be 15% (excluding Provisional Sums, VAT and Contingencies) of the Accepted Contract Amount in the currencies and proportions in which the Accepted Contract Amount is payable. 10% of the advance shall be paid within a month of contract signing and then additional 5% after submission of program pursuant to GCC 35.1, mobilization of manpower and submission of satisfactory evidence that the first installment of advance payment amount has been used for the construction material, resources, capital goods and installation expense.</p> <p>(ii) Payment of such advance payment will be paid under separate certification by the Engineer after , (a) provision by the Contractor of an unconditional and irrevocable bank guarantee as per the format attached in amounts equal to the advance payment (b) provision by the Contractor of the performance security and (c) Submission of Work Program</p> <p>(iii) The bank guarantee referred in item (ii) above shall be obtained from a reputed bank acceptable to the Employer.</p>

GCC 58.3	<p>Repayment of the Advance Payments shall be:</p> <p>Deduction from payment certificates will commence in the first certificate in which the value of works executed exceeds 30% of the contract value and the deduction will be at the rate of 25% of the respective Interim Payment Certificate. Total amount of deduction from each Interim Payment Certificate shall be carried out by PMO. Advance payment shall be completely paid back by the time the Interim Payment Certificate reaches 90% of the contract value.</p>
GCC 58.4	<p>The Contractor is entitled to get the advance payment against the material (for DI/GI/HDPE/PE pipes and DI fittings only) at site subject to furnishing required documents to the Project Manager and verification of material at site and certification to that effect by the Project Manager. The payment will be made in at 60% of the cost material at the site (based on quoted price with the multiplication of coefficient stated in the Preamble of BoQ) and shall be deducted in corresponding items.</p>
GCC 59.1	<p>The Performance Security amount is 10% of the Contract price of corresponding currency</p>
<p>G. Finishing the Contract</p>	
GCC 69.1	<p>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.</p>
GCC 72.1	<p>The date by which operating and maintenance manuals are required is 30 days prior to issue of the Certificate of construction completion.</p> <p>The date by which “as built” drawings are required is within 30 days after the Project Manager issues the Certificate of construction completion.</p>
GCC 72.2	<p>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 : NRs. 500,000</p>
GCC 73.2 (h)	<p>The maximum number of days is: 200</p>
GCC 75.1	<p>The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 20%.</p>
GCC 80	<p>The Contractor shall comply with all applicable national, provincial, and local environmental laws and regulations.</p> <p>The Contractor shall (a) establish an operational system for managing environmental impacts, (b) carry out all of the monitoring and mitigation measures set forth in the Initial Environmental Examination (“IEE”), Environmental Management Plan (“EMP”), Environmental Assessment and Review Framework (“EARF”), (c) allocate the budget required to ensure that such measures are carried out, and (d) comply with any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor implementation of the initial environmental examination and the environmental management plan. The Contractor shall submit quarterly reports on the carrying out of such measures to the Employer.</p>

GCC 81	The Contractor shall provide the Employer with quarterly reports of its activities, including each of its obligations in Sub-Clauses 22.2, 24.2, 80, 82, 83 and 84.
GCC 82	<p>The Contractor shall comply with all relevant (a) labour laws and regulations applicable to the Contractors personnel, including staff, consultants, contractors, and agents; and (b) workplace health and safety laws.</p> <p>The Contractor shall not make employment decisions based upon personal characteristics unrelated to job requirements. The Contractor shall base the employment relationship upon equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment or retirement, and discipline.</p>
GCC 83	The Contractor shall not employ “forced or compulsory labour” in any form. “Forced or compulsory labour” consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.
GCC 84	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 of 15 specified under applicable national law.