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**
GCC 1.1 (r)	The Employer is **Local Government & Community Development Department, Government of Punjab** **Authorized Representative:** **Program Management Unit, (PMU), Punjab Intermediate Cities Improvement Investment Program (PICIIP), Local Government & Community Development Department, Punjab, Pakistan**
GCC 1.1 (w)	The Intended Completion Date for the whole of the Works shall be: **Lot-3: Five Hundred Forty-Seven (547) days**
GCC 1.1 (cc)	The Project Manager is the Team Leader/Chief Resident Engineer (CRE) nominated by the Project Urban Mobility Design & Supervision (UMDS) Consultant. **Authorized Representative: Resident Engineer**
GCC 1.1 (ff)	The Site is located in **Sialkot.**
GCC 1.1 (ii)	The Start Date shall be **Twenty-One (21) days from the signing of the Contract**
GCC 1.1 (mm)	The Works consist of: **NCB-Works/PICIIP-04; Road Upgradation** **Lot-3:** ➢ **Improvement of Signals and Junctions Sialkot** Which include execution of all the items identified in the Drawings, Specifications, BOQ and Contract documents
GCC 2.2	Sectional Completions are: **Not Applicable**
GCC 2.3 (j)	The following documents also form part of the Contract: **a. Site Specific Environmental Management Plan (SSEMP)** **b. Site Specific Health and Safety Management Plan (SSHSMP)** **c. Details of Personnel** **d. Details of Equipment** **e. Method statement and Implementation Schedule (including mobilization and construction schedule)** **f. COVID-19 Specific Site Health and Safety Management Plan**
GCC 3.1	The language of the contract is **English.** The law that applies to the Contract is the law of the **Islamic Republic of Pakistan**
GCC 10	Add a second paragraph: *"The Project Manager shall provide within 5 working days the following information,*

	as prepared by the Project Manager and/or received from the Contractor, to the Employer's Authorized Representative: *i. Proposal for Extension of the Intended Completion Date prepared under Clause 36;* *ii. Early Warning received from Contractor under Clause 40;* *iii. Changes in the Contract Price determined by the Project Manager under Clause 46;* *iv. Variations Requested by the Project Manager, quotations received from the Contractor and determined by the Project Manger under Clause 47;* *v. Compensation Event determined by the Project Manager under Clause 51;* *vi. Request for issuing the Completion certificate requested by the Contractor under Clause 69"*
GCC 11.1	The Project Manager **may delegate** any of his/her duties and responsibilities subject to prior approval of the Employer.
GCC 14.1	Schedule of other contractors: **Not Applicable**
GCC 19.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: **110% of the contract price** (b) for loss or damage to Equipment: **Full Replacement Value** (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: **100% of the loss occurred** (d) for personal injury or death: (i) of the Contractor's employees: **PKR 500,000/- in case of the injury for each occurrence and PKR 2,000,000/- in case of death for each occurrence. (Occurrences unlimited)** (ii) of other people: **same as above** (iii) The maximum deductible amount shall be "**PKR Five (5) Million"** against event under Para (a) herein above whereas "**Nil"** against events under Para (b), (c) and (d). The insurance will be from the companies rated "A" or higher by Pakistan Credit Rating Agency Limited.
GCC 20.1	Site Investigation Reports are: **Nil**
GCC 22.1	Please add the following at the end Sub-Clause 22.1 *"The Contractor shall adequately record the condition of roads, adjoining land and other infrastructure prior to the start of transporting materials, goods and equipment, and construction."*
GCC 23.1	The following shall be designed by the Contractor: **Not Applicable**
GCC 24.1	*Following shall replace text under Sub-Clause 24.1:* *"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 to both female and male workers.* *The Contractor shall: (a) comply with applicable core labor standards and labor*

	laws, and incorporate applicable workforce occupational safety norms; (b) comply with the applicable provisions of the Gender Action Plan, including equal pay to men and women for the same type of work and enabling working conditions for female workers; (c) to the extent possible, maximize employment of local poor and disadvantaged persons for project construction purposes, provided that the requirement for job and efficiency are adequately met; and (d) provide safe working conditions. *The Contractor shall disseminate information (in local languages) on the risks of sexually-transmitted diseases, including HIV/AIDs, in health and safety program for all construction works at campsites. Compliance to the foregoing will be strictly monitored by the Employer.* *In particular, the Contractor is responsible for providing site workers with safe and healthy working conditions and establish an operating system to prevent accidents, injuries, and disease.*
GCC 24.2	*Please add the following as Sub-Clause 24.2:* *"The Contractor is responsible for establishment of preventive and emergency preparedness and response measures to avoid, and where avoidance is not possible, to minimize, adverse impacts and risks of the construction site work to the health and safety of local communities.* *Within 14 days of the Start Date the Contractor shall submit a detailed Site-Specific Health and Safety Management Plan (SSHSMP) for the Project Manager's no objection showing how he/she intends to comply with the local Health and Safety laws and regulations and other specific requirements prescribed in the Contract, taking into account the Supplementary Information in Section 6- Employer's Requirements. Work shall not commence on the Site until the confirmation of no objection of the SSHSMP has been obtained from the Project Manager and is being implemented. Such confirmation of no objection by the Project Manager shall not relive the Contractor of any of his/her obligations or responsibilities under the Contract.* *Where unanticipated health and safety hazards or risks become apparent during the Contract, the Contractor is required to update the SSHSMP to outline the potential impacts to site works and associated mitigation measures for the Project Manager's no objection.* *The Contractor shall comply with the approved SSHSMP and any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor the implementation of the project EMP through the SSHSMP.* *In particular, the Contractor is required to provide all personnel on site including Employer's Personnel and visitors with personal protective equipment, including protection for feet (safety boots), head, eyes, ears (safety helmets) and hands, etc. in accordance with the Contractor's SSHSMP. The Contractor should ensure that his Subcontractors comply with the SSHSMP and provide all such necessary equipment to their personnel.* *The Contractor shall bear the costs to ensure that such measures, requirements and actions are carried out.* *The Contractor shall submit semi-annual reports on the compliance of such measures to the Employer.* *In the event of a significant injury involving medical treatment or hospitalization and fatal accident the Contractor shall notify the Project Manager immediately by verbal*

	communication and submit a formal report as soon as practicable after its occurrence. For all accidents, whether fatal or not, the Contractor shall also notify the appropriate local authorities in accordance with the Laws of the Country."
GCC 26.1	The Site Possession Date(s) shall be: within **Fourteen (14)** days from signing of the Contract. The Contractor shall sign and handover the site possession certificate to the Employer within **Five (5)** days of information by the Employer that site is ready to be taken over.
GCC 27.2	Please add the following as Sub-Clause 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"), 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: **Pakistan Engineering Council, Islamabad**
GCC 30.3	The Adjudicator shall be paid by the hour at the rate of: **PKR 2,000 (two thousand)** The reimbursable expenses are: **Actual transportation expenses incurred. Transportation expenses should be by economy class travel whether by air or land. Adjudicator shall be entitled to a per diem of PKR Ten thousand (10,000) per day.**
GCC 30.4	Institution whose arbitration procedures shall be used: Arbitration shall be carried out in accordance with the rules and provision of **Arbitration Act 1940 of Islamic Republic of Pakistan**. The place of arbitration shall be "Lahore, Punjab, Islamic Republic of Pakistan".
GCC 32.1	Please add the following at the end of Sub-Clause 32.1: *"'Child' means a child below the statutory minimum age of 14 under applicable national, provincial or law of Pakistan."*
GCC 34.2	Following new sub clause is added as Sub-Clause 34.2: The Contractor shall (i) comply with Pakistan's (a) labour laws and regulations applicable to the Contractors Personnel, including male and female staff, consultants, contractors, and agents; and (b) incorporate workplace occupational safety norms; and (ii) allow freedom of association and effectively recognize the right to collective bargaining. Employment opportunities shall be offered to women, as skilled or unskilled workers. The Contractor shall offer incentives to attract women as unskilled workers under cash-for work program to the extent possible. These incentives could include widely announcing employment opportunities and recruitment notices through the most appropriate communication means to target local women. Equal pay for equal work and basic facilities (separate toilets, clean water) are provided for women." The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination,

	misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified. The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up-to-date record of its employees and Subcontractors who have attended and completed such training programs and provide such records to the Employer or the Project Manager at their first written request.
C. Time Control	
GCC 35.1	The Contractor shall submit for approval a Program for the Works within **Twenty-Eight (28) days** from the date of the Letter of Acceptance. The program shall be submitted in the form of MS Project or other similar software (3 Nos. hard and soft copies) by allocating the equipment and other resources, moreover, the critical activities shall be identified. The program shall include information on equipment for the Contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail as advised and approved by the Project Manager. The Contractor shall include as part of its program submitted, a detail forecasted cash flow in a format acceptable to the Project Manager.
GCC 35.3	The period between Program updates is **Fourteen (14) days**. If the progress of works is slow, or an acceleration of work is required, or unforeseeable circumstances warrant/require an increase in progress then the Project Manager may also instruct the Contractor to submit the update within a period of **Seven (7) days.** The amount to be withheld for late submission of an updated Program is **PKR Five Hundred Thousand (500,000).** **Following is added:** The Contractor shall provide the Employer with quarterly reports of its activities, including each of its obligations under Sub-Clauses 8, 24, and 34.
D. Quality Control	
GCC 40.1	Following text is added; *"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 on both women and men that arise during construction, implementation or operation of the Permanent Works, which were not considered in the Initial Environmental Examination, the Environmental Management Plan or the Resettlement Plan"*
GCC 43.1	The Defects Liability Period ***from the Completion Date*** is: Three Hundred and Sixty Five **(365)** days
E. Cost Control	

SCC 49.7	Please add following as the new Sub-Clause 49.7: " *(a) The Contractor shall be entitled to receive from the Employer an amount for Materials as "Secured Advance" against an indemnity bond acceptable to the Employer (Form provided in Section 9) of such sum as the Project Manager may consider proper in respect of the Materials (listed in the Schedules for payment and) delivered to the Site but not yet incorporated in the Permanent Works provided that:* *i. The Materials are in accordance with the Specifications for the Works;* *ii. Such Materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Project Manager but at the risk and cost of the Contractor;* *iii. The Contractor's records of the requirements, orders, receipts and use of Materials are kept in a form approved by the Project Manager, and such records shall be available for inspection by the Project Manager;* *iv. The Contractor shall submit with his monthly statement the estimated value of the Materials on Site together with such documents as may be required by the Project Manager for the purpose of valuation of Materials and providing evidence of ownership and payment therefore;* *v. Ownership of such Materials shall be deemed to vest in the Employer and these Materials shall not be removed from the Site or otherwise disposed off without written permission of the Employer; and* *vi. The sum payable for such Materials on Site shall not exceed 80% of the (i) landed cost of imported Materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced Materials, or (iii) market price of other Materials, also keeping in view value of the Materials under the Contract taking into account the unit rates of the corresponding items of payment in the Bills of Quantity.* *(b) The "Secured Advance" paid to the Contractor under the above provisions shall be recovered through deductions from the monthly payments on actual consumption basis.* "
GCC 53.1	The currency of the Employer's country is: **Pakistani Rupees (PKR)**.
GCC 54.1	The Contract is subject to price adjustment in accordance with GCC Clause 54, and the following information regarding coefficients shall apply. The coefficients and indexes for adjustment of prices in local currencies shall be as specified in the Table of Adjustment Data submitted together with the Letter of Bid.
GCC 55.1	The proportion of payments retained is: **Five Percent (5%)**.
GCC 56.1	The liquidated damages for the whole of the Works are **0.1%** per day of the Final Contract Price. The maximum amount of liquidated damages for the whole of the Works is **Ten Percent (10%)** of the final Contract Price.
GCC 57.1	The Bonus for the whole of the Works **is Not Applicable.**

GCC 58.1	The Advance Payments shall be **Fifteen Percent (15%)** of the Accepted Contract amount and shall be paid to the Contractor no later than Twenty-Eight (28) days from the date the corresponding bank guarantee delivered by the Contractor and has been verified by the Employer from the issuing bank. The bifurcation of Fifteen Percent (**15%**) advance payment is as follows; 10% After Signing of Contract and remaining 5% could be paid after confirmation of Mobilization of Contractors resources, Machinery, Human Resource at sites by the Project Manager.
GCC 58.3	Repayment of the Advance Payments shall be: **Twenty Percent (20%)** from each payment certificate.
GCC 59.1	The Performance Security amount is **Ten Percent (10%)** of the accepted contract amount. In case of Joint Venture, the performance security must be in the name of Joint Venture. The Performance Security shall be issued either (a) By a reputable bank, which may include scheduled banks, located in the Country, or (b) by a reputable foreign bank, selected by the Contractor and acceptable to the Employer. If the bank issuing the Performance Security furnished by the Contractor is outside the Country, the issuer shall have a correspondent bank in the Country to make it enforceable in the Country. The Performance Security shall be in the form annexed to the Bidding Document.
G. Finishing the Contract	
GCC 69.2	Please add the following as Sub-Clause 69.2: *"Upon the completion of construction, the Contractor shall fully reinstate pathways, other local infrastructure to at least their pre-project condition as recorded by the Contractor in consonance with its obligation in Clause 22."*
GCC 71.1	Add the following at the end of this sub-clause: On expiry of the Defects Liability Period, the Employer / Employer's representative shall constitute a committee comprising of Project Manager / Project Manager's representative, Employer / Employer's representative and the Contractor / Contractor's representative. The committee shall conduct a detailed inspection of the Works to ascertain the completion of any outstanding Work stated in Completion Certificate and remedying of defects to ascertain to the Project Manager for issuance of Defects Liability Certificate or otherwise.
GCC 72.1	The date by which operating and maintenance manuals are required is **Twenty Eight (28) days** after issuance of the Completion Certificate. The date by which **"as built"** drawings are required is within **Twenty Eight (28) days** after issuance of the Completion Certificate.
GCC 72.2	The amount to be withheld for failing to produce **"as built" drawings** by the date required in GCC 72.1 is **PKR Five Hundred Thousand (500,000).**
GCC 73.2 (h)	The maximum number of days is: **One Hundred (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 **Fifteen Percent (15%) of the final Contract Price.**

PCC 80	Please add the following as new sub-paragraph 80: *"The Contractor shall provide the Employer with quarterly reports of its activities, including each of its obligations in Sub-Clauses 22, 24, 27,34, 69 and 81.*
PCC 81	Please add the following as new Sub-Clause 81: ***"Protection of the Environment:*** *The Contractor shall comply with all applicable national, provincial, and local environmental laws and regulations.* *The Contractor shall also comply with all reasonable requests of the national and local authorities responsible for enforcing environmental controls. Within 14 days of the Start Date the Contractor shall submit a detailed Site Specific Environmental Management Plan (SSEMP) for the Project Manager's no objection showing how he/she intends to comply with environmental laws and regulations and other specific requirements prescribed in the Contract, addressing all the monitoring and mitigation measures set forth in the Environmental Impact Assessment ("EIA") or Initial Environmental Examination ("IEE") and the Environmental Management Plan ("EMP") of the project attached in Section 6- Employer's Requirements. Work shall not commence on the Site until the no objection of SSEMP has been obtained from the Project Manager and is being implemented. Such acceptance by the Project Manager shall not relive the Contractor of any of his obligations or responsibilities under the Contract.* *The Contractor shall (a) establish an operational system for managing environmental impacts, (b) comply with the approved SSEMP and any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor the implementation of the project EMP through the SSEMP, (c) allocate the budget required to ensure that such measures, requirements and actions are carried out, (d) submit semi-annual reports on the compliance of such measures to the Employer.* *Where unanticipated environmental risks or impacts become apparent during the Contract, the Contractor is required to update the SSEMP to outline the potential impacts to site works and associated mitigation measures for the Project Manager's approval"*
PCC 82	Please add following as the new Sub-Clause 82: ***"Labor Laws:*** *The Contractor, its Personnel, and subcontractors shall comply with the following at all times during the period of the Contract (together, the Labor Requirements):* *(a) all the relevant Laws in force, in Pakistan, which are applicable to the Contractor and its Personnel, including but not limited to, Laws applying to their employment, health, safety, welfare, immigration and emigration, and shall allow them the exercise of all their legal rights, and Laws concerning the prevention of sexual harassment, abuse, assault and sexual exploitation of, or by, the Contractor's Personnel at or in the vicinity of the Site, or any accommodation, amenities and facilities provided under the Contract;* *(b) (i) the Standard Operating Procedures as may be issued by the Employer (SOPs) to the Contractor with respect to the conditions of the place of employment, health and safety measures to be taken to protect the health, safety and welfare of the Contractor's Personnel; and (ii) the core labor standards which prohibits the use child labor, discrimination of workers in respect of employment and occupation, the*

	use of forced or compulsory labor, and allows the freedom of association and effectively recognizes the right to collective bargaining (CLS); and *(c) the requirements on health and safety set out in Clause 24.* *If the Contractor or any of its Personnel or sub-contractors becomes aware of any breach, or suspected breach, of the Labor Requirements by the Contractor or any of its Personnel or sub-contractors (the Labor Requirements Non-Compliance), it shall immediately report it to the Employer's Representative in writing, giving details of the nature of the breach and the time-frame within which such Labor Requirements Non-Compliance will be rectified. If the Employer becomes aware of any Labor Requirements Non- Compliance, the Employer's Representative (or any other person nominated by the Employer) shall deliver a written notice to the Contractor's Representative (Employer's Notice of Non-Compliance), giving details of the nature of the breach and the time-frame within which such breach must be rectified by the Contractor. The notice shall also require the Contractor to explain in writing its response to the alleged finding of a Labor Requirements Non-Compliance. The Contractor shall be given 7 calendar days to submit its written response to the Employer's Notice of Breach of Labor Requirements. If the Contractor fails to rectify the Labor Requirements Non-Compliance within the prescribed period, and if the Employer determines that the breach is of such materiality and gravity that in the opinion of the Employer (acting reasonably), it merits a stoppage of Works (as specified in the Schedule), the Employer shall be entitled to declare a stoppage of Works for a period of time to be determined by the Employer. The Contractor shall not be entitled to an extension of time for, or payment or reimbursement for any costs incurred in, rectifying the Labor Requirements Non-Compliance. The Contractor shall be solely responsible and liable for all consequences and liabilities arising from such stoppage of Works and the Labor Requirements Non-Compliance. Any action taken by the Employer pursuant to an Employer's Notice of Non-Compliance shall be without prejudice to the Employer's rights under the Contract, including without limitation the Employer's rights to terminate the Contract under GCC 73."*