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.

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| **A. General** | |
| **GCC 1.1 (d)** | The financing institutions is **Asian Development Bank (ADB)** |
| **GCC 1.1 (r)** | The Employer is **Ministry of Social and Family Development (MSFD)** |
| **GCC 1.1 (w)** | The Intended Completion Date for the whole of the Works shall be **314 days** |
| **GCC 1.1 (cc)** | The Project Manager is **Ministry of Social and Family Development (MSFD), Umar Zahir Building, Hulhumale, Maldives.** |
| **GCC 1.1 (ff)** | The Site is located at **S. Hithadhoo, Addu City, Republic of Maldives** and is defined in Employer’s Requirements (Section 6) |
| **GCC 1.1 (ii)** | The Start Date shall be **7 days from signing of the contract agreement** |
| **GCC 1.1 (mm)** | The Works consist of **design and construction of GBV Shelters in Addu City, S. Hithadhoo (refer employer’s requirements for details)** |
| **GCC 2.2** | Sectional Completions are: **Not Applicable** |
| **GCC 2.3 (j)** | The following documents also form part of the Contract:   * + 1. Environmental Management Plan (EMP);     2. Gender Equality and Social Inclusion Action Plan (GESI-AP);     3. Initial Environmental Examination (IEE); and     4. Site Specific Environmental Management Plan (SEMP)     5. Land Acquisition and Resettlement Due Diligence Report. |
| **GCC 3.1** | The language of the contract is English  The law that applies to the Contract is the law of **Republic of Maldives** |
| **GCC 11.1** | The Project Manager **may not** delegate any of his duties and responsibilities. |
| **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: Total Contract Value in MVR  (b) for loss or damage to Equipment: MVR 1,000,000.00  (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract MVR 1,000,000.00  (d) for personal injury or death:   * + - 1. of the Contractor’s employees: MVR 1,000,000.00       2. of other people: MVR 1,000,000.00 |
| **GCC 20.1** | Site Investigation Reports are: Initial Environmental Examinations for Addu Atoll, Hithadhoo Subproject Site, Site-specific information, climate events and hazards,Land Acquisition Due Diligence Report for Hithadhoo Domestic- and Gender-Based Violence Shelter, Addu Atoll (Refer to Supplementary Information- Volume 2) |
| **GCC 23.1** | The following shall be designed by the Contractor: Detailed Design with working drawing for construction of proposed DV/GBV shelter based on the concept design and other reports provided in Section 6. |
| **GCC 24.2**  **GCC 24.3** | **Add GCC 24.2**   1. The Contractor shall comply with all applicable national, provincial, and local environmental laws and regulations. 2. 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. This includes the 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.    * + 1. Within 28 days from the date of the Letter of Acceptance, the Contractor shall submit a detailed Site Specific Environmental Management Plan (SEMP) including Site Specific Health and Safety Management Plan (SHSMP) for the Project Manager’s no objection showing how it intends to comply with environmental, health and safety laws and regulations and other specific requirements prescribed in the Contract, addressing all the monitoring and mitigation measures set forth in the Initial Environmental Examination (“IEE”) and the Environmental Management Plan (“EMP”) of the project as well as related Supplementary Information attached in Section 6- Employer’s Requirements. Work shall not commence on the Site until the no objection of SEMP has been obtained from the Project Manager. Such confirmation of no objection by the Project Manager shall not relieve the Contractor of any of his obligations or responsibilities under the Contract.        2. 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 SEMP. The Contractor should ensure that his Subcontractors comply with the SHSMP and provide all such necessary equipment to their personnel.        3. The Contractor shall (a) establish an operational system for managing environmental, health and safety impacts, (b) comply with the approved SHSMP and the measures relevant to the Contractor set forth in the respective IEE and the EMP, 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 SHSMP, (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 Project Manager and the Employer.        4. Where unanticipated health and safety hazards, or environmental risks or impacts become apparent during the Contract, the Contractor is required to update the SHSMP to outline the potential impacts to site works and associated mitigation measures for the Project Manager’s approval.        5. 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.   **Add Sub-Clause 24.3**  The Contractor shall comply with the Employer’s applicable labor law and regulations and incorporate applicable workplace occupational safety norms.  The Contractor shall disseminate or engage appropriate service providers to disseminate, information on the risks of sexually transmitted diseases, including HIV/AIDS, to its employees and to members of the local communities surrounding the project area, particularly women. |
| **GCC 26.1** | The Site Possession Date(s) shall be: **7 days from the signing of the contract** |
| **GCC 29.1** | Appointing Authority for the Adjudicator: **The parties shall appoint a Dispute Adjudication Board of three members within 28 days after the notification of a dispute by either party.** |
| **GCC 30.3** | The Adjudicator shall be paid by the hour at the rate of: **TBD**  The reimbursable expenses are: **TBD** |
| **GCC 30.4** | Institution whose arbitration procedures shall be used:  Arbitration shall be conducted in accordance with the laws of the Employer's country. |
| **GCC 34.2** | The following sentence shall apply:  **Respectful Work Environment**  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 Engineer at their first written request. |

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| **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** | The period between Program updates is **30 days**.  The amount to be withheld for late submission of an updated Program is **10% from progress payment** |
| **GCC 40.3** | **Add Sub-Clause 40.3**  The Contractor shall 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 respective IEE or the EMP. |
| **D. Quality Control** | |
| **GCC 43.1** | The Defects Liability Period is: **365 days**. |
| **E. Cost Control** | |
| **GCC 53.1** | The currency of the Employer’s country is: **Maldivian Rufiyaa (MVR)** |
| **GCC 54.1** | The Contract **is not**subject to price adjustment in accordance with GCC Clause 54, and the following information regarding coefficients **does not** apply. |
| **GCC 55.1** | The proportion of payments retained is: **5%** |
| **GCC 56.1** | 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 57.1** | Not Applicable |
| **GCC 58.1** | The Advance Payments shall be **15%** and shall be paid to the Contractor no later than within **45 days**. |
| **GCC 58.3** | Repayment of the Advance Payments shall be: **15%** from each payment certificate*.* |
| **GCC 59.1** | The Performance Security amount is **10% of the Contract Price** |
| **G. Finishing the Contract** | |
| **GCC 69.2** | **Add Sub-Clause 69.2**  The Contractor shall fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition upon the completion of the construction. |
| **GCC 72.1** | The date by which operating and maintenance manuals are required is **during taking over date.**  The date by which “as built” drawings are required is **within one month after taking over date** |
| **GCC 72.2** | The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 72.1 is ***Not Applicable*** |
| **GCC 73.2 (h)** | The maximum number of days is: **60 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 **Not Applicable** |
| **GCC 80** | The Contractor shall provide the Employer with quarterly reports of its activities, including each of its obligations under Sub-Clauses 22, 24, 31, 32, 33, 34, 40.3, 69.2, 80. |