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 Finance and Planning |
| **GCC 1.1 (w)** | The Intended Completion Date for the whole of the Works shall be 720 days |
| **GCC 1.1 (cc)** | The Project Manager is Design Link Associates Pvt Ltd |
| **GCC 1.1 (ff)** | The Site is located at Hulhumale, island and is defined in drawings no. (attached) |
| **GCC 1.1 (ii)** | The intended Start Date shall be 30th November 2025 |
| **GCC 1.1 (mm)** | *The Works consist of:*   |  |  | | --- | --- | | **Name of Health Center** | **Details of Work (Brief Summary)** | | Central level cold chain facility and complex at Hulhumale’ island | **Key Construction Activities:**   * Construction and completion of a central level cold chain facility and complex at Hulhumale’ island   **Major Construction Works:**   * Excavation and Earthworks * Concrete Work * Masonry work * Waterproofing and Thermal Insulation works * Floor, Wall and Ceiling Finishes * Painting * Roof Covering/ Roof Plumbing * Structural Steel works (In Roof Frame) * Electrical Installations * Solar Panel Installation * Fire protection Systems and Other Installations * Plumbing and Sanitary Installations * Mechanical Installations * ELV Installations * Air Conditioning and Ventilation Systems * Miscellaneous works | |
| **GCC 2.2** | Sectional Completions are: Completion Date, and the Intended Completion Date apply to any Section of the Works |
| **GCC 2.3 (j)** | The following documents also form part of the Contract:   1. Contract Clarification issued by Employer to the bidders, 2. Supplementary information submitted as part of Section 6 of the Bidding Documents, 3. Any Bid Addenda issued by the Employer to the bidders, 4. Environmental Health and Safety Management Plan (EHSMP) 5. Initial Environmental Examination (IEE) report. 6. Detail design and drawings 7. Bill of quantities and any other document listed in the **PCC** as forming part of the Contract. |
| **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, delegate any of his duties and responsibilities. |
| **GCC 14.1** | Schedule of other contractors: None |
| **GCC 19.1** | The minimum insurance amounts and deductibles shall be:  (a) for loss or damage to the Works, Plant and Materials: 100% value of the Contract with maximum 25% deductibles.  (b) for loss or damage to Equipment: 100% value of the Contract with maximum 25% deductibles.  (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract 100%  (d) for personal injury or death:   * + - 1. of the Contractor’s employees: MVR 1 million per occurrence without limitation to the number of occurrences per year, with 25% maximum deductibles.   of other people: MVR 1 million per occurrence without limitation to the number of occurrences per year, with 25% maximum deductibles |
| **GCC 20.1** | Site Investigation Reports are: None |
| **GCC 23.1** | The following shall be designed by the Contractor: None |
| **GCC 26.1** | The Site Possession Date(s) shall be: **07 Days** from the date of issue of the Letter of Acceptance by the Employer |
| **GCC 29.1** | Appointing Authority for the Adjudicator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **GCC 30.3** | The Adjudicator shall be paid as proposed and agreed between parties and on a particular dispute. |
| **GCC 30.4** | Institution whose arbitration procedures shall be used: *[select from below]*  (a) **Contracts with foreign contractors:**  International arbitration shall be conducted in accordance with the rules of Singapore International Arbitration Centre (SIAC).  Arbitration shall be administered by SIAC.  The place of arbitration shall be: the place of the institution administering the arbitration.  (b) **Contracts with domestic contractors:**  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 14 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 MVR 15,000.00 |
| **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 notsubject to price adjustment  The coefficients and indexes for adjustment of prices in local and foreign currencies shall be as specified in the Table(s) of Adjustment Data submitted together with the Letter of Bid. |
| **GCC 55.1** | The proportion of payments retained is: The retention from each payment shall be 10% of the certified **value of work executed**.  The limit of retention shall be 5% of the **Initial Contract Price**. |
| **GCC 56.1** | The liquidated damages for the whole of the Works are *0.25%* per day.  The maximum amount of liquidated damages for the whole of the Works is 15% 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 **15%** of the accepted contract price (Excluding Provisional Sums and Contingencies) and shall be paid to the Contractor no later than 28 days from signing of the Contract, provided that necessary bonds are provided by the contractor. |
| **GCC 58.3** | Repayment of the Advance Payment shall be: **17%** from each payment certificate. however, when the total certified value of work reached to **90%** of the Initial Contract Price, full amount of Advance Payment shall be recovered. |
| **GCC 59.1** | The Performance Security amount is 10% of the accepted contract price and shall be denominated in contracted currency. |
| **G. Finishing the Contract** | |
| **GCC 72.1** | The date by which operating and maintenance manuals are required is 14 Days from the date of issuing the Certificate of completion of the Works.  The date by which “as built” drawings are required is 14 days from the date of issuing the Certificate of completion of the Works. |
| **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 **shall be 1% of the contract sum.** |
| **GCC 73.2 (h)** | The maximum number of days is: 200 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 25% |