

Section 8 - Particular Conditions of Contract

The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Part A - Contract Data

Conditions	Ref. GCC	Data
Employer's name and address	1.1.2.2 & 1.3	J&K Economic Reconstruction Agency, Jammu represented by Chief Executive Officer
Engineer's name and address	1.1.2.4 & 1.3	Team leader, Design and Supervision Consultant for the project-2 of JKUSDIP
Bank's name	1.1.2.11	Asian Development Bank (ADB)
Borrower's name	1.1.2.12	India
Time for Completion	1.1.3.3	36 months
Defects Notification Period	1.1.3.7	365 days
Electronic transmission systems	1.3	Facsimile
Governing Law	1.4	Jammu and Kashmir State, India
Ruling language	1.4	English
Language for communications	1.4	English
Time for access to the Site	2.1	7 days after issue of Notice to commence
Engineer's Duties and Authority	3.1(b)(ii)	Any Variations to the Accepted Contract shall require approval of the Employer.
Performance Security	4.2	The performance security will be in the form of an unconditional bank guarantee in the amount(s) of Ten (10) percent of the accepted Contract Price.
Normal working hours	6.5	8.00 AM to 6.00 PM, late working with prior approval of Engineer.
Delay damages for the Works	8.7 & 14.15(b)	0.05% of the final Contract Price per day, in the currencies and proportions in which the Contract Price is payable.
Maximum amount of delay damages	8.7	10% of the final Contract Price.
Provisional Sums	13.5.(b)(ii)	12.5%
Adjustments for Changes in Cost; Table(s) of Adjustment Data	13.8	Bid price quoted by bidder is subject to adjustment as stated in Part B - Specific provisions of Section 8, Particular Condition of Contract.
Total advance payment	14.2	10% of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable.
Repayment amortization of advance payment	14.2(b)	40%
Percentage of Retention	14.3	5 % from each claim bill
Limit of Retention Money	14.3	5 % of the Contract Amount
Plant and Materials	14.5	Payment terms for plants and material if applicable shall be as indicated in Part B- Specific provisions of Section 8, Particular condition of contract.
Minimum Amount of Interim Payment Certificates	14.6	2% of the Accepted Contract Amount.

Maximum total liability of the Contractor to the Employer	17.6	The product of 0.50 times the Accepted Contract Amount.
Periods for submission of insurance: a. evidence of insurance b. relevant policies	18.1	14 days from the date of commencement 28 days from the date of commencement
Maximum amount of deductibles for Insurance of the Employer's risks	18.2(d)	Nil
Minimum amount of third party Insurance	18.3	Indian Rupees 1 million with no limit on the number of occurrence
Date by which the DB shall be appointed	20.2	Within 28 days of receipt of notice by either party
The DB shall be comprised of	20.2	One Member
List of potential DB sole members	20.2	To be informed in due course
Appointment (if not agreed) to be made by	20.3	Chairman of The Institute of Engineers (India), Jammu Center