

Section 8 – Particular Conditions of Contract

Particular Conditions of Contract (PCC)

The following Particular Conditions of Contract (PCC) shall complement the General Conditions of Contract (GCC). In case of discrepancies, the terms laid out in this section shall supersede those outlined in General Conditions of the Contract.

A. General	
GCC 1.1 (q)	The Employer is “Qishloq Qurilish Invest”, located at [redacted] [address], acting as an agent of [redacted] Hokimyat .
GCC 1.1 (u)	Intended Completion Date for the whole of the works shall be: 9 months from Start Date. Payment to the contractor will be made based on completion of milestone activities as per time schedule presented below: Milestone 1: Completion of Foundation Level of all 10 Houses - 2 months from Start Date. Milestone 2: Completion of Lintel Level of all 10 Houses - 4 months from Start Date. Milestone 3: Completion of Roofs of all 10 Houses - 6 months from Start Date. Milestone 4: Completion of Interior Finishing of all 10 Houses - 8 months from Start Date. Milestone 5: Completion of Exterior Finishing of all 10 Houses - 9 months from Start Date.
GCC 1.1 (aa) and 4.1	The Employer’s appointed Project Manager is [redacted]
GCC 1.1 (cc)	The Site is located in [redacted] Massif, [redacted] Village/Town, [redacted] District, [redacted] Province
GCC 1.1 (ff)	The Start Date is 10 working days from the date of signing of the contract.
GCC 1.1 (jj)	The Works consist of construction of 10 individual houses.
GCC 2.2	Not Applicable
GCC 2.3 (i)	The following documents also form part of the Contract: Nil
GCC 3.1	Language of the Contract is Russian . The law that applies to the Contract is the law of the Republic of Uzbekistan.
GCC 8.1	Schedule of other contractors: None It is expected that the overall site, where the package site under this contract is situated, will be shared with other contractors, public authorities, utilities, and the Employer. The Contractor is to coordinate with them directly or request the Employer’s assistance for coordination.

<p>GCC 13.1</p>	<p>The Contractor shall be insured in accordance with Decree No. 532 of the Cabinet of Ministers of the Republic of Uzbekistan <i>On Mandatory Insurance of Construction Risks during Erection of Buildings at the Expense of Government Funds and Loans under Government Guarantee</i>, as of 20 December 1999.</p> <p>Under Decree No.532 the minimum insurance amounts and deductibles shall be detailed by the Provincial Tender Commission. The suggested amounts:</p> <p>a) for Works, Plant, and Materials is <u>not less than UZS 50 million:</u> UZS _____</p> <p>b) for loss or damage to Equipment is <u>not less than UZS 50 million:</u> UZS _____</p> <p>c) for loss or damage to property (except Works, Plant, and Materials, and Equipment) in connection with the Contract is <u>not less than UZS 50 million:</u> UZS _____</p> <p>d) for personal injury or death:</p> <p>i) of the Contractor’s Employees is <u>not less than UZS 50 million:</u> UZS _____</p> <p>ii) of other people is <u>not less than UZS 50 million:</u> UZS _____</p>
<p>GCC 14.1</p>	<p>Site Investigation Reports are:</p> <p>i) Survey Report 1: : _____;</p> <p>ii) Survey Report 2: : _____; and</p> <p>iii) Survey Report 3: : _____</p>
<p>GCC 17.1</p>	<p>The following shall be designed by the Contractor: Not Applicable</p> <p>The Contractor is responsible for ensuring compliance with detailed designs and documentation prepared by _____ [regional design institute], in accordance with national design standards and documentation prepared by Qishloq Qurilish Loyiha.</p>
<p>GCC 18.2</p>	<p>The Contractor shall submit an Action Plan for Safety, Health and Environment Protection for the approval of the Project Manager before starting any construction activities.</p> <p>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.</p> <p>The Contractor shall conduct health and safety programs for workers employed under the project, and shall include information on the risk of sexually transmitted diseases, including HIV/AIDs in such programs.</p>

GCC 19	Any found item that contains historical or other interest, or is of significant value, discovered on the Site shall be the property of the Republic of Uzbekistan.
GCC 20.1	The Site Possession Date for Package No. [REDACTED], in [REDACTED] Massif shall be: No later than 10 days after the Contractor is issued a letter on acceptance of its proposal by the Employer.
GCC 23.1	Appointing Authority for the Adjudicator: [REDACTED]
GCC 24.3	The Adjudicator shall be paid by the hour at the rate of UZS 50,000 excluding taxes. The reimbursable expense items are 1. Transport costs 2. Accommodations
GCC 24.4	a) In case of dispute involving contracts with domestic contractors, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Employer's country. The place of arbitration shall be: [REDACTED], Uzbekistan b) In case of dispute involving contracts with foreign contractors, the dispute shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present force. The place of arbitration shall be: Hague, Netherlands.
B. Time Control	
GCC 25.1	The Contractor shall submit for approval an Activity Schedule within 28 days after the date of the Letter of Acceptance .
GCC 25.3	The period between updates of the Program for the Works is 30 days. The amount to be withheld for late submission of an updated Program is UZS five million (5,000,000) .
C. Quality Control	

GCC 31.2	A work register shall be kept by the Contractor at his site office for access by the Project Manager or Project Manager's Representative. The work register shall be used to record at minimum the following information: a) the weather conditions, interruptions of work owing to inclement weather, hours of work, number and type of workmen employed on the site, materials supplied, equipment in use, equipment not in working order, tests carried out in situ, samples dispatched, unforeseen circumstances, as well as orders given to the Contractor; b) Detailed statements of all the quantitative and qualitative elements of the work done and the supplies delivered and used, capable of being checked on the site and relevant in calculating payments to be made to the Contractor. c) Entries made in the work register as work progresses shall be signed by the Project Manager or Project Manager's representative and countersigned by the Contractor or his representative.
GCC 33.1	The Defects Liability Period is: 365 days.
D. Cost Control	

<p>GCC 42</p>	<p>The Contract will be subject to provisions and instruction of the Decree of the Ministry of Finance and the State Tax Committee of the Republic of Uzbekistan No. 26 and No. 2002-2004 as of 28 January 2001, wherein paragraph III on “Value Added Tax Payment Privileges” states:</p> <p><i>“In accordance with applicable law, the following shall be exempt from payment of the value added tax:</i></p> <ul style="list-style-type: none"> • <i>works and services imported by legal entities including non-residents of Uzbekistan at the expense of loans and grants provided by international and foreign government financial and economic organizations under agreements (contracts) signed with the Republic of Uzbekistan</i> • <i>works and services imported into the territory of the Republic of Uzbekistan at the expense of budgetary appropriations granted according to the order of budgetary organizations.’</i> <p>In accordance with this instruction, prices entered by the Contractor in the Bill of Quantities shall not include VAT payable to the Republic of Uzbekistan. If the contractor is unable to be exempted from VAT payable to the Republic of Uzbekistan for equipment, materials and any other resources used in performing the contract (including fuel and VAT of subcontractors), the Employer shall indemnify the Contractor for the amount of the local VAT paid after filing acceptable documentary evidence that VAT has been paid during the execution of the contract. As specified in Section 6, the Bill of Quantities shall include a provisional amount for the VAT refund by the Customer in cases where the Contractor is unable to become exempt from this tax.</p> <p>The Contract shall also be subject to Decree No. 494 of the Cabinet of Ministers of the Republic of Uzbekistan as of 20 October 2004, wherein “equipment and materials (purchased outside the country) and work (services) imported into the Republic of Uzbekistan are exempt from customs duties (for excluding registration fees) for the period of the project.”</p> <p>The Contract shall also be subject to the Decree “on taxation of goods (works, services) imported and purchased in the Republic of Uzbekistan at the expense of funds attracted and guaranteed by the Republic of Uzbekistan under investment projects with participation of international financial institutions and foreign state financial organizations” approved by the Ministry of Finance, State Tax Committee, State Customs Committee and registered with the Ministry of Justice of the Republic of Uzbekistan, Reg. No. 1366 on 24 May 2004.</p>
<p>GCC 43.1</p>	<p>The currency of the Employer’s country is Uzbek Soums (UZS)</p>
<p>GCC 44.1</p>	<p>The Contract shall NOT be subject to price adjustment in accordance with GCC 44.</p>
<p>GCC 45.1</p>	<p>The proportion of payments retained is: five (5) percent</p>
<p>GCC 46.1</p>	<p>The liquidated damages for the whole of the Works are 0.1 percent per day. The maximum amount of liquidated damages for the whole of the Works is ten (10) percent of the final contract price.</p>

GCC 48.1	The Employer shall make an advance payment of twenty-five (25) percent of the contract price against provision by the Contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Employer. The advance payment shall be paid to the Contractor not later than 28 days after submission of the Work Programme, the Plan for Ensuring Quality of Works, and the Action Plan for Safety, Health and Environment Protection.
GCC 49.1	The Performance Security amount is ten (10) percent of the Contract Price.
E. Finishing the Contract	
GCC 55.1	The “ as-built drawings ” and operation and maintenance manual shall be provided within 30 days upon signing the Act on the Completion of Works.
GCC 55.2	The amount to be withheld for failure to produce the “as-built drawings” and/or operation and maintenance manual by the date indicated in GCC 55.1 is UZS five million (5,000,000).
GCC 56.2 (g)	The maximum number of days is 100 days.
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional costs for completing the Works is ten (10) percent.

PCC 63	<p>The Contractor shall comply with all applicable national, provincial, and local environmental laws and regulations.</p> <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> <p>The Contractor shall provide equal wages and benefits to men and women for work of equal value or type.</p> <p>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.</p> <p>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 specified under applicable national, provincial or local law.</p> <p>The Contractor shall provide the Employer with quarterly reports of all of its activities, including each of the obligations under GCC 18.2 and this PCC (63).</p>
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