

Particular Conditions of Contract (PCC)

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

GCC 1 General Provisions

GCC 1.1 Definitions

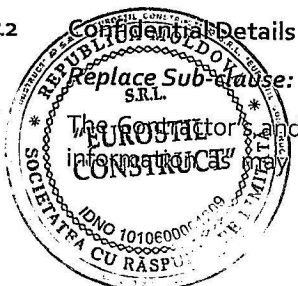
GCC 1.1.2 Parties and Persons

- 1.1.2.11 "Bank" means the financing institution (if any) named in the Appendix To Tender
- 1.1.2.12 "Borrower" means the person (if any) named as the borrower in the Appendix To Tender
- GCC 1.1.6 1.1.6.10 "Notice of Dissatisfaction" means the notice given by either Party to the other under Sub-Clause 20.4 [Obtaining Dispute Adjudication Board's Decision] indicating its dissatisfaction and intention to commence arbitration.
- 1.1.6.11 Enforcement Policy and Procedures means the EBRD's Enforcement Policy and Procedures, as amended from time to time, and any policy or procedures adopted by EBRD, as a successor to or replacement of such policy and procedures".
- 1.1.6.12 "Prohibited Practices" has the meaning as defined in the Enforcement Policy and Procedures October 2017.
- 1.1.6.13 "Enforcement Actions" means such action as defined in the Bank's Enforcement Policy and Procedures.
- 1.1.6.14 "Disclosure Actions" means such action as defined in the Bank's Enforcement Policy and Procedures.
- 1.1.6.15 "Third Party Finding" means a final judgment of a judicial process in a member country of the Bank or a finding by the enforcement (or similar) mechanism of an international organisation, which is not a Mutual Enforcement Institution, that an individual or entity has engaged in a Prohibited Practice or equivalent act of that member country or international organisation.
- 1.1.6.16 "Project Complaint Mechanism" means the accountability mechanism of the Bank as set forth under the Project Complaint Mechanism (PCM) Rules of Procedure dated May 2014, as such rules may be amended, supplemented or replaced from time to time.
- 1.1.6.17 "Mutual Enforcement Institution" means an international organisation that has entered into an agreement with the Bank, pursuant to which such institution and the Bank agree to the mutual enforcement of debarment decisions made by each other, provided that such other institution has given notice to the Bank that it has fulfilled all requirements for the implementation of such agreement and has not subsequently withdrawn from such agreement.

GCC 1.2 Interpretation

In these Conditions, provisions including the expression "Cost plus profit" require this profit to be one-twentieth (5%) of this Cost.

GCC 1.12 Confidential Details

Replace Sub-Clause:

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The Contractor and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance

with the Contract and allow its proper implementation.

Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

GCC 1.4 Law and Language

- a) The Laws of the Republic of Moldova governs the Contract
- b) The ruling language of the Contract will be English
- c) The language for communications will be English (in case if the Contractor is legal entity registered outside of Republic of Moldova and Romania) or Romanian (in case if the Contractor is legal entity registered in the Republic of Moldova or Romania)

GCC 1.15 Inspections and Audit by the Bank

The Contractor shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the Contractor's assets, books, accounts and records relating to the performance of the Contract and to have such assets, books, accounts and records audited by auditors appointed by the Bank if required by the Bank.

The Contractor shall require its officers, directors, employees or agents with knowledge of the Contract to respond to questions from the Bank and to provide to the Bank any information or documents necessary for (i) the investigation of allegations of Prohibited Practices, or (ii) the Bank's monitoring and evaluation of the Contract and to enable the Bank to examine and address any project-related complaints made under the Bank's Project Complaint Mechanism.

The Contractor shall maintain all books, documents and records related to the Contract in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.

The Contractor shall ensure that in any agreements with suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants concerning the execution of the Contract provisions to the effect of this Sub-clause are included.

GCC 1.16 Electronic Formats

All notices and documents required to be submitted by the Contractor shall also be submitted electronically in formats that can be read by:

- Microsoft Word for text
- AutoCAD version for drawings
- Microsoft Project for planning
- Microsoft Excel for numerical information
- Adobe Reader for pdf-file formats

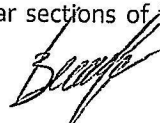
All above listed software shall be in their latest version or in the version currently operated by the Employer, all the above in the English language.

GCC 2 The Employer

GCC 2.1 Right of Access to the Site

Add the words "at the company" of the second paragraph:

in case of difficulties of access to particular sections of the site outside of the Contractor's



control, the Contractor shall immediately inform the Engineer. The Engineer and the Employer will timely take all the necessary measures to remove the obstacles preventing access.

GCC 2.2 Permits, licenses and approvals
(b)

Add the words at the end of Sub-Clause:

Delays in obtaining such permits, licences or approvals, as required by this Sub-Clause 2.2 (b), shall not be considered as justified reason for an extension of time for completion or an increase of the Contract cost. The Contractor shall comply with the requirements of obtained permits and licences and shall give the issuing Authority full opportunity to inspect and examine the Works to verify compliance, when required.

GCC 2.4 Employer's Financial Arrangements

In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Engineer, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in his notice of the extent to which such funds will be available

GCC 3 The Engineer

GCC 3.1 Engineer's Duties and Authority

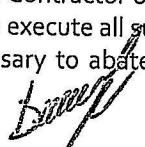
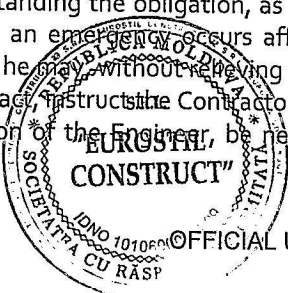
any act by the Engineer in response to a Contractor's request except as otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt

The following provisions shall apply:

The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions:

- (a) Sub-Clause 4.12: Agreeing or determining an extension of time and/or additional cost.
- (b) Sub-Clause 13.1: Instructing a Variation, except;
 - (i) in an emergency situation as determined by the Engineer, or
 - (ii) if such a Variation would increase the Accepted Contract Amount by not more than any percentage specified in the Appendix To Tender.
- (c) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2.
- (d) Sub-Clause 13.4: Specifying the amount payable in each of the applicable currencies.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall



forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

GCC 3.6 Management Meetings

Management meetings will be held on a weekly base and attended by the Engineer's, Contractor's and the Employer's representatives. The Engineer shall keep records of management meetings and supply a copy to all participants.

The Engineer or the Contractor's Representative may require the other to attend a management meeting in order to review the arrangements for future work. Such meetings shall take place on a monthly basis. The Engineer shall record the business of management meetings and supply copies of the record to those attending the meeting and to the Employer, within two working days from the meeting. In the record, responsibilities for any actions to be taken shall be in accordance with the Contract.

The agenda for such meetings shall cover a review of progress attained, a review of schedules and plans for future activities, the status of staffing, engineering, safety, equipment, material supply, payments, current and anticipated difficulties, interface with other Contractors, claims for extras, and other pertinent topics. Time and place of these meetings shall be mutually agreed taking into consideration the subject to be discussed.

GCC 4 The Contractor

GCC 4.2 Performance Security

GCC 4.2 Performance Security is hereby substituted entirely and should be read as follows:

The Performance Security shall be issued by a reputable bank selected by the Contractor, and be acceptable to the Employer, and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Appendix to Tender, or in another form approved by the Employer.

The Contractor shall provide for Engineer's prior review and approval the draft performance security. The Engineer will seek Employer's prior approval on the bank issuing the performance security.

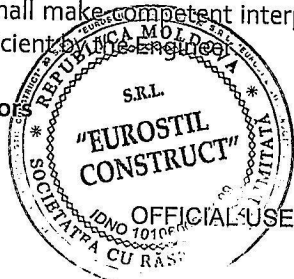
The Employer reserve the right during the implementation of the contract from time to time assess the investment position of the bank issuing the performance security. If, in opinion of the Employer, the bank issuing the Performance Security is losing its investment position, the Employer shall promptly notify the Contractor and the Contractor shall renew, at its own cost, the Performance Security with another bank satisfactory to the Employer.

Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation or as a result of a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Engineer's request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.

GCC 4.3 Contractor's Representative

If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

GCC 4.4 Subcontractors



The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor.

Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors.

Replace paragraph (b) with the following text:

Prior consent of the Engineer shall be obtained to other proposed subcontractors, provided that the value of the subcontract is more than 0.1 percent (0,1%) of the Contract Price, as well as for the replacement of the Subcontractors named in the Contract.

Add the words:

Should the Contractor requested the replacement of a named specialist subcontractor, this must be done with one having equivalent or better experience, financial position and capabilities. Such evidence shall be submitted to the Engineer for review and approval along with the request for replacement.

GCC 4.9 Quality Assurance

After the second paragraph the following new paragraph shall be added:

To ensure the Contractor will be able to comply with his quality assurance obligations under the Contract, the Contractor shall translate into the language(s) used by local personnel, all documents, as deemed necessary, and provide training to ensure local Contractor's Personnel understand the requirements for executing the Works in accordance with the Contract. If so requested, the Contractor shall submit copies of the translated documents to the Engineer for his information and records.

GCC 4.18 Protection of the Environment

Add the words at the end of Sub-Clause:

The Contractor will keep the site clean from construction or domestic waste and restore all damages to the environment around the site caused by his activities.

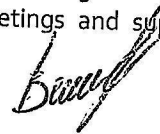
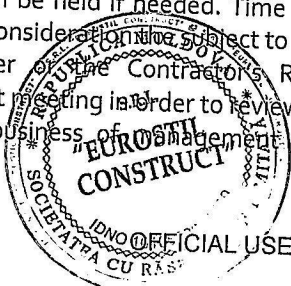
GCC 4.21 Progress Reports

Add a new paragraph (i) as follows:

(i) The Engineer's representative and Contractor shall meet at times scheduled by the Engineer's representative on a monthly basis to discuss the status of Contractor's performance of this Contract. This monthly Progress Meeting shall be attended by the Contractor's representative and other Contractor's relevant personnel. The agenda for such meetings shall cover a review of progress attained, disbursement forecast for the upcoming six months, a review of schedules and plants for future activities, the status of staffing, engineering, safety, equipment, material supply, payments, current and anticipated difficulties, interface with other Contractors, claims for extras, and other pertinent topics. The minutes of the meetings shall be prepared by the Engineer, and shall be issued to the Contractor within 48 hours after the meeting for previous clarifications.

Before the mobilisation of the Site the regular progress meetings shall be held on a monthly basis at the Contractor's office, the Engineer's office, and/or on the Site. Further irregular meetings will be held if needed. Time and place of these meetings shall be mutually agreed taking into consideration the subject to be discussed.

The Engineer or the Contractor's Representative may require the other to attend a management meeting in order to review the arrangements for future work. The Engineer shall record the business of management meetings and supply copies of the record to those



attending the meeting and to the Employer. In the record, responsibilities for any actions to be taken shall be in accordance with the Contract

Three copies of Monthly Progress reports shall be provided by the Contractor in both English and Employer's official languages.

GCC 4.25 Work diary

The Contractor shall draw up a works diary for contemporary records, in a format agreed by the Engineer. The works diary shall be held on Site and the Contractor's Representative shall daily record the following information (as a minimum):

1. Atmospheric conditions, the work breaks due to adverse meteorological conditions, the working hours, the number and the qualification of the personnel working on Site, the supplied materials, the materials incorporated into the works, the equipment out of order, the tests completed, the sent samples, the unforeseen events, as well as verbal orders given to the Contractor.

2. Attachments with detailed data on all elements which are checked on Site and used for the calculation of the payments to the Contractor, such as completed Works, actual quantities, supplies accepted for incorporation into the Works. These attachments are part of the works diaries, but can be signed, if need be, as separate documents.

3. List of any obstructions and other difficulties encountered by the Contractor in the execution of the Works, during the reported period.

At the Engineer's request, the Contractor has to provide all necessary information for the daily completion of the works diary and attachments.

The information provided is noted in the works diary and attachments, signed by the Contractor's Representative and countersigned by the Engineer or his representative. The Contractor shall be responsible to ensure that adequate back-up of this information is provided.

In case of disagreement on a subject noted in the works diary or attachments, the Contractor has to inform in writing the Engineer about his remarks within 14 days from the date when the notice has been recorded in the works diary or attachments.

GCC 4.25 Prevention of Prohibited Practices

The Contractor shall not, and shall not authorise or permit any of its officers, directors, authorised employees, affiliates, agents or representatives to, engage in Prohibited Practices with respect to the procurement, award, or execution of the Contract.

The Bank may declare the Contract to be ineligible for financing, and the Bank may take any of the Enforcement Actions and Disclosure Actions set out in the Enforcement Policy and Procedures, if in accordance with the Enforcement Policy and Procedures the Bank determines that:

- (a) the Contractor, including its suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants have engaged in Prohibited Practices with respect to the procurement, award, or execution of the Contract.
- (b) a Third Party Finding has sufficient relevance and seriousness for the Bank to warrant Enforcement Actions and Disclosure Actions against entities or individuals;

GCC 4.25 Agreements with third parties

The Contractor shall ensure that in any agreements with suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants concerning the execution of the Contract provisions are included:



- (a) stating that the suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants, shall not, and shall not authorise or permit any of their officers, directors, authorised employees, affiliates, agents or representatives to, engage in Prohibited Practices with respect to such agreements and the execution of the Contract; and
- (b) notifying the suppliers, sub-suppliers, sub-contractors, concessionaires, consultants, or sub-consultants, that the Bank has the right to invoke the Enforcement Policy and Procedures, including any Enforcement Action and Disclosure Action set out therein, in respect of allegations of Prohibited Practices with respect to the procurement, award, or execution of the Contract.

GCC 6 Staff and Labour

GCC 6.1 Engagement of Staff and Labour

The Contractor shall establish Human Resource policies in accordance with the governing Law. The Contractor shall document and communicate to all workers their working conditions and terms of employment, including their entitlement to wages, hours of work, overtime arrangements and overtime compensation, and any benefits (such as leave for illness, maternity/paternity or holiday).

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Borrower's Country.

GCC 6.2 Rates of Wages and Conditions of Labour

Where the Contractor is party to a collective agreement or is otherwise bound by it, the Contractor shall comply with its terms and conditions.

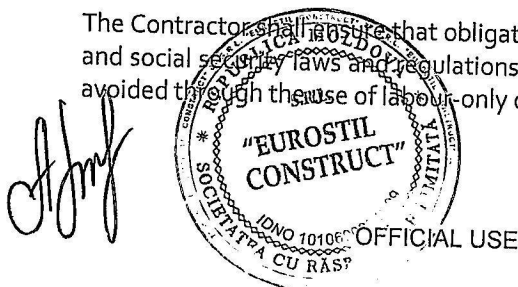
Deductions from wages for disciplinary measures shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. Deductions must never lead to an employee receiving less than the applicable minimum wage.

All workers shall be provided with clearly understandable verbal and written information about the conditions in respect of wages before they enter employment and of the particulars of their wages for the pay period concerned each time that they are paid. Wages shall be paid in legal tender in full, on time and directly to the workers concerned. The Contractor shall maintain records of all payments and deductions made.

The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

GCC 6.4 Labour Laws

The Contractor shall ensure that obligations to staff and labour under labour, health and safety and social security laws and regulations arising from the employment relationship shall not be avoided through the use of labour-only contracting arrangements.



GCC 6.5 Working Hours

Hours of work shall comply with applicable laws, collective agreements, and industry standards. Overtime shall be voluntary wherever possible, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

GCC 6.6 Facilities for Staff and Labour

Where the Contractor provides living accommodation for workers, the accommodation shall be appropriate for its location and be clean, safe and, at a minimum, meet the basic needs of workers. The accommodation shall comply with national legislation and, where possible, follow international good practice as set out in the IFC/The Bank's Public Guidance

The Contractor shall ensure that workers' freedom of movement to and from the accommodation is not unduly restricted.

GCC 6.7 Health and Safety

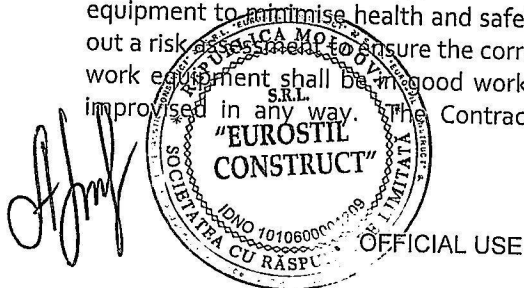
The Contractor shall provide the Employer with a written Health and Safety Policy and a project-specific Health and Safety Plan (the Plan) before the commencement of work. The Plan shall identify all risks specific and relevant to the project and shall provide information explaining how the identified risks will be managed by the Contractor. The Plan shall include details of the Contractor's OHS management system, including the Contractor's plans to manage and monitor the health and safety risks associated with all construction work under its control. The Plan shall be made available to the Bank(s) prior to the start of Construction.

Every Contractor shall plan, manage and monitor construction work carried out by him or under his control in a way which ensures that, so far as is reasonably practicable, it is carried out without risks to health and safety. In instances where the Contractor is a joint venture, consortium or a similar entity, the Contractor shall coordinate its planning, management and monitoring activities in a manner that will ensure that any overlap does not create any potential risks to third parties.

All work-related tasks shall be risk assessed before any work is undertaken. All significant hazards shall be identified and control measures introduced to reduce foreseeable risks of injury and ill health, so far as is reasonable practicable. High regard shall be given in particular to assess and control the following specific activities and these shall be documented in the Health and Safety Plan;

- Working at Heights;
- Lifting Operations;
- Movement of vehicles and mobile work equipment;
- Ground disturbance and excavations; and,
- Working with and around live electrical conductors.

The Contractor shall ensure that a safe and healthy working environment is provided and that good international occupational health and safety practice is promoted. The Contractor shall take steps to prevent accidents, injury and disease arising in the course of work by identifying and controlling risks to workers, third parties and affected communities, so as far as is reasonably practicable. The Contractor shall ensure that all staff, labourers and persons entitled to be on site receive the necessary supervision, information, instruction and training to do their jobs in a manner that does not place themselves or third parties at risk. With regard to any unauthorised site visitors, the Contractor shall familiarise itself with, and comply with, any relevant provisions of the Applicable Law. Where appropriate, the Contractor shall provide equipment to minimise health and safety risks and enforce its use. The Contractor shall carry out a risk assessment to ensure the correct selection of equipment is made for every task. The work equipment shall be in good working condition, designed for the specific task and not improvised in any way. The Contractor shall put in place arrangements for emergency



prevention, preparedness and response.

GCC 6.7.1 Personal Protective Equipment

The Contractor shall provide, at no cost to its workers, Personal Protective Equipment (PPE) to control residual risks. The PPE shall be suitable for the relevant hazards workers are exposed to and replaced at no cost to the worker, when it becomes damaged or worn. As a minimum, PPE shall be protective toe cap safety footwear, head protection and an item of high visibility clothing.

GCC 6.7.2 Workers Welfare Accommodation

The Contractor shall provide a suitable seating area for workers to use during breaks. This area shall be clean, located where food will not become contaminated and provide reasonable thermal comfort during high and low temperatures. The Contractor shall also provide adequate access to toilets and wash basins for their workers.

GCC 6.7.3 Contractor's Personnel

The Contractor shall ensure that all personnel employed to carry out work are competent and fit to carry out the work they are employed to do. All Contractor personnel shall receive a site safety induction before they start work which should identify the hazards, the risk to their health and safety and the control measures that shall be implemented. Any worker who fails to cooperate with the Contractor or fails to take reasonable care of themselves or others and placing them at risk of injury or ill health, shall be removed from the Site.

GCC 6.7.4 First Aid

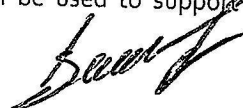
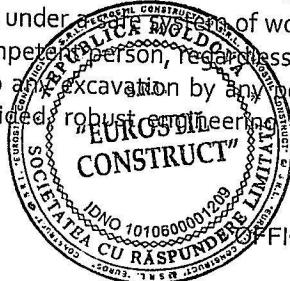
Prior to the start of work the Contractor shall carry out a first aid needs assessment to determine the provisions necessary to preserve life and provide immediate first aid to a casualty. The assessment shall consider the degree of hazards, potential risks and the number of employees at the Site. In addition consideration shall be made to risks created in the course of work in particular hot works causing burns and hazardous liquids splashing into the face. The Contractor shall ensure competent first aid trained personnel are available in convenient locations on site to ensure prompt response to administer immediate first aid.

GCC 6.7.5 Working at Heights

The Contractor shall introduce a procedure that requires all working at heights to be avoided where possible. Where working at heights cannot be avoided, the Contractor shall assess all working at heights to satisfy themselves that suitable fall prevention measures are in place before any work activity commences. Where the risk of a fall may still exist, the Contractor shall introduce measures to mitigate a fall, in the event of one occurring. The Contractor shall undertake periodical monitoring of the working platforms and fall prevention measures to ensure they remain adequate and in a good working order.

GCC 6.7.6 Ground Disturbance and Excavations

The Contractor shall ensure all ground disturbance and excavation activities are to be carried out under the supervision of work which includes a comprehensive assessment of the risks by a competent person, regardless of depth, to ensure it is safe and adequately supported. Entry into an excavation by any person is to be avoided where possible. Where entry cannot be avoided, robust engineering methods shall be used to support excavations to prevent any



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worker being trapped or suffering injury or ill health. At no point shall any worker enter an unsupported excavation.

GCC 6.7.7 Live Electrical Services

The Contractor is to familiarise themselves with all electrical services within the designated Site, this shall include all above and below ground services. All live conductors are to be securely covered and be inaccessible to unauthorised personnel. Where there is a risk of contact, either by a worker or any operated equipment, the Contractor shall arrange for the service to be temporary isolated or rerouted prior to the start of work. At any time no worker or third party shall be exposed to any live conductors unless they are authorised and competent to work on or around these services.

**GCC
6.7.8**

Movement of Vehicles and Mobile Work Equipment

The Contractor shall minimise the movement of traffic and mobile work equipment and continually assess the on and off site effects. Where possible, one way systems shall be introduced to avoid vehicles coming into contact with each other. Reversing of vehicles and mobile work equipment shall be avoided on site, where this is not possible an effective system must be in place to control reversing so there is no risk of injury or damage to property. All moving vehicles and mobile work equipment on the Site shall have a fitted flashing amber warning beacon which must be in use while in operation. The Contractor shall ensure any vehicles or mobile work equipment entering the Site shall be checked and confirmed suitable for site conditions with specialist consideration to lights, brakes, steering, mirrors and restraints/seatbelts. Fitted restraints/seatbelts shall be worn at all time when the vehicles or mobile plant is in operation.

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6.7.9**

Confined Space Working

The Contractor shall identify all areas which are, or could become a confined space, and prevent entry into these areas. If no method of working is possible without entry, the Contractor shall carry out a risk assessment and introduce a system of work to eliminate or control hazards and foreseeable risks and prevent a risk of injury or ill health to workers. At all times the Contractor shall ensure that the worker entering the confined space is provided with, as a minimum, uncontaminated breathable air, a method to detect unhealthy and flammable atmospheres, clear access to and egress from the confined space and emergency arrangements to remove the worker if self-rescue is not possible.

**GCC
6.7.10**

Preventative Measures

The Contractor shall develop and maintain throughout the execution of the Contract preventative measures relating to worker health concerns, including providing inoculations or other preventative treatments for disease that are either global in nature or endemic in the project area. The Contractor shall undertake appropriate measures to reduce the risk of transfer of STDs and HIV/AIDS among the Contractor's Personnel and the local community including providing condoms and information for raising awareness among employees of sexually transmitted disease and HIV/AIDS.

GCC 6.8 Contractor's Superintendence

The Contractor shall ensure that a grievance mechanism is available to all workers and their organisation to use without fear of intimidation or retaliation. The Contractor will ensure that employees are informed about the grievance mechanism and that this is part of the training for new employees and information is posted in relevant areas on Site.



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The Contractor shall ensure that the grievance mechanism involves an appropriate level of management and addresses concerns promptly, using an understandable and transparent process that provides feedback to those concerned without any retribution.

GCC 6.9 Contractor's Personnel

The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:

- (a) persists in any misconduct or lack of care,
- (b) carries out duties incompetently or negligently,
- (c) fails to conform with any provisions of the Contract,
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment, or
- (e) based on reasonable evidence, has engaged in a Prohibited Practice during the execution of the works.

If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

GCC 6.12 Foreign Personnel

The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use his best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, and national or government permission required for bringing in the Contractor's personnel.

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

Where the Contractor requires repayment of travel costs of foreign personnel initially borne by the Contractor, the terms of repayment shall be reasonable, made clear to the worker, and documented, prior to the worker leaving their country of origin. The worker shall signify agreement with the terms of the loan and its repayment, and shall be entitled to resign under the terms of national labour legislation and elect to repay the outstanding debt.

GCC 6.13 Supply of Foodstuffs

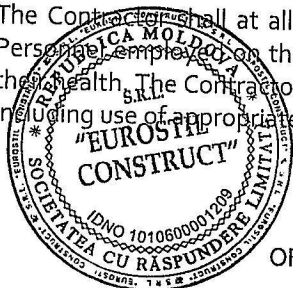
The Contractor shall arrange for the provision of a sufficient supply of suitable, culturally appropriate food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

GCC 6.14 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of potable drinking and other water for the use of the Contractor's Personnel. The Contractor shall not levy, or permit to be levied on any of their personnel, a charge for the access to potable drinking water.

GCC 6.15 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.



GCC 6.16 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereof by Contractor's Personnel. The Contractor shall make all reasonable efforts to ensure no worker on the site under his control brings or consumes any alcohol or illicit drugs onto the site. The Contractor shall also immediately remove any Contractor's Personnel that it suspects or has confirmed is under any influence of alcohol or illicit drugs, from site.

GCC 6.17 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

GCC 6.18 Festivals and Religious Customs

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

GCC 6.19 Funeral Arrangements

The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works.

GCC 6.20 Forced Labour

The Contractor shall not employ forced labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as involuntary prison labour, indentured labour, bonded labour or similar labour contracting arrangements.

GCC 6.21 Child Labour

The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, 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. Where the relevant labour laws of the Country have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. The Contractor shall put in place a procedure to verify the ages of young workers. Children below the age of 18 years shall not be employed in dangerous work.

GCC 6.22 Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer, and these records shall be available for inspection by the Bank's auditors during normal working hours. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

GCC 6.23 Workers' Organisations

In countries where the relevant labour laws recognize workers' rights to form and to join workers' organisations of their choosing without interference and to bargain collectively, the Contractor shall comply with such laws. Where the relevant labour laws substantially restrict workers' organisations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and



terms of employment. In either case described above, and where the relevant labour laws are silent, the Contractor shall not discourage the Contractor's Personnel from forming or joining workers' organisations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and bargain collectively. The Contractor shall engage with such workers' representatives. Workers' organisations are expected to fairly represent the workers in the workforce. The Contractor shall ensure that workers' representatives have access to all workplaces necessary to enable them to carry out their representative functions.

GCC 6.24 Non-Discrimination and Equal Opportunity

The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of 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, access to training, promotion, termination of employment or retirement, and discipline. The Contractor shall ensure equal remuneration for men and women for work of equal value. In countries where the relevant labour laws provide for non-discrimination in employment, the Contractor shall comply with such laws. When the relevant labour laws are silent on non-discrimination in employment, the Contractor shall meet this Sub-Clause's requirements. Special measures of protection or assistance to remedy past discrimination or promote local employment opportunities or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

GCC 6.25 Social Security

The Contractor shall ensure that obligations to staff and labour under labour or social security laws and regulations arising from the employment relationship shall be respected, and that such obligations shall not be avoided through the use of labour-only contracting arrangements.

GCC 8 Commencement, Delays and Suspension

GCC 8.1 Commencement of Works

Clause 8.1 Commencement of Works is hereby modified and should be read as follows: The Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Engineer's notification recording the agreement of both Parties on such fulfilment and instructing to commence the Works is received by the Contractor:

- (a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities in the Country;
- (b) delivery to the Contractor of reasonable evidence of the Employer's Financial arrangements (under Sub-Clause 2.4 [Employer's Financial Arrangements]);
- (c) possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works.

If the above said Engineer's instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 16.2 [Termination by Contractor]. The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.

GCC
8.3

Programme

At the end of Paragraph (ii) add the words:



A cash flow estimate for the project, consistent with the submitted programme. The

Contractor shall subsequently supply revised cash flow estimates at quarterly intervals if required to do so by Engineer.

(iv) Details of the revised Traffic Management Plan consistent with the submitted programme.

(v) Details of the updated Environmental Management Plan

Add the words after the bullet (d) of Sub Clause:

e) In the preparation of the working programme the Contractor shall take into account the specific legislation in the Employer's country that restricts the works in adverse weather conditions, especially during winter season. Any restriction imposed by the Employer during this period will not form bases of any claim for an extension of time for the completion of the Works.

f) The revised programme and detailed cash flow estimate shall be submitted within 14 days. If the Contractor fails to submit the revised programme and supporting information within 14 days, twenty percent (20%) of the Contractor's next interim payment certificate will be withheld and will continue to be withheld from interim payments until the Contractor has submitted the required documents, at which time the withheld amount will be reimbursed.

GCC
8.7

Delay Damages

For every day which shall elapse between the relevant Time for Completion and the date stated in the Taking-Over Certificate, Contractor shall pay to the Employer delay damages in the amount equivalent 0.1% (one tenth per cent) of Contract Price per day, but not exceeding 10% of the Contract Price.

GCC
12

Tests after Completion

GCC 12.1 Procedure for Tests after Completion

The first sentence is replaced with the following 'Test after Completion shall apply and be performed during the first heating season after Take-Over of the respective Section of Works. Test after Completion shall demonstrate how the declared by the Contactor level of Energy Performance to be achieved. The Contractor is responsible for items (a) and (b) below. Tests after Completion should be done as per Requirements annexed thereof'.

GCC 12.4 Failure to Pass Tests after Completion

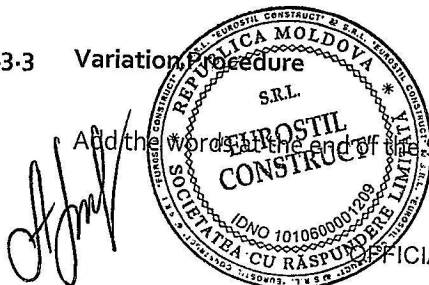
Notwithstanding the provisions of General Conditions of Contract GCC 12.4, non-performance damages are defined as 0.5% per cent of the Contract Price per each per cent of the performance below the requirements set out in the Employer's Requirements (Chapter II, Energy Performance Requirements) or as stated in Contractor's Tender (if higher than the Employer's Requirements). Any non-performance below 80 per cent of the requirements set out in the Employer's Requirements or as stated in Contractor's Tender (if higher than the Employer's Requirements) should be remedied by the Contractor, and the Delay Damages will still apply as per GCC 8.7 above.

GCC
13

Variations and Adjustments

GCC 13.3 Variation Procedure

Add the words at the end of the Sub-Clause:



Any modifications to the commercial conditions of contract (such: modification of the GCC or PCC, change in the structure of the JVCA, assignment of the contract, etc) or any major modification in scope or duration of the contract shall only be introduced through the means of an Addendum/Amendment to the contract to be signed by the parties.

Any modification of the contract (including variations, claims or addenda/amendments) shall be sent, via ECEPP, to the Bank for no objection. Before starting the works, an explanation with indicative value of the works for the modification occurred shall be submitted to the Bank for agreement in principle. The Employer is obliged to subsequently submit variations, claims and addenda/amendments to the Bank for no objection.

GCC 13.7 Adjustments for Changes in Legislation

Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [Adjustments for Changes in Cost].

GCC 14 Contract Price and Payment

GCC 14.2 Advance Payment

GCC 14.2 Advance Payment is hereby substituted entirely and should be read as follows:

The advance payment guarantee shall be issued by a reputable bank selected by the Contractor, and be acceptable to the Employer, and shall be in the form annexed to the Particular Conditions or in another form approved by the Employer.

Add the words at the end of the paragraph:

The Contractor shall provide for Engineer's prior review and approval the draft advance payment security. The Engineer will seek Employer's prior approval on the bank issuing the advance payment security.

The Employer reserve the right during the implementation of the contract from time to time assess the investment position of the bank issuing the advance payment security. If, in opinion of the Employer, the bank issuing the advance payment security is losing its investment position, the Employer shall promptly notify the Contractor and the Contractor shall renew, at its own cost, the advance payment security with another bank satisfactory to the Employer.

GCC 14.4 Schedule of Payments

The Schedule of payments is as specified below:

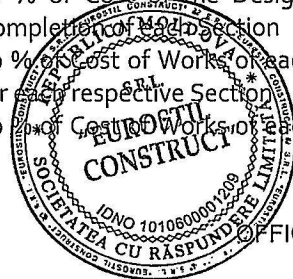
40 % of Cost of the Design of each Section is paid upon Engineer's preliminary acceptance of the Design

30 % of Cost of the Design of each Section is paid upon Engineer's and relevant state bodies' final acceptance of the Design

10 % of Cost of the Design of each Section is paid upon successful pass of Tests on Completion of each Section

20 % of Cost of Works of each Section is paid upon achievement of rate of progress of 30% for each respective Section

20 % of Cost of Works of each Section is paid upon achievement of rate of progress of 50%

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for each respective Section

20 % of Cost of Works of each Section is paid upon achievement of rate of progress of 70% for each respective Section

10 % of Cost of Works of each Section is paid upon successful pass of Tests on Completion of each Section of Works

10% of Cost of Works of each Section is paid upon successful pass of Tests after Completion of each Section of Works

GCC 14.7 Payment

- (b) the amount certified in each Interim Payment Certificate within 56 days after the Engineer receives the Statement and supporting documents or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and
- (c) the amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2.

The Contractor shall notify to the Employer, prior to any payment under the Contract, details of the bank account(s) nominated by the Contractor for payments for the currency or currencies specified in the Contract. All payments of the amounts due to the Contractor may only be made to the Contractor's bank account(s) explicitly detailed in the Contract Agreement.

GCC 14.9 Payment of Retention Money

When the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to these Particular Conditions or in another form approved by the Employer and provided by an entity approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release under the second paragraph of this Sub-Clause. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

If the Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under it when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security.



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GCC **Currencies of Payment**
14.15

GCC Sub-clause 14.15 is inapplicable. The Contract Price shall be paid in *Euro*
14.15

GCC **Termination by Employer**
15

Termination in case of Prohibited Practices

If the Employer determines, based on reasonable evidence, that the Contractor has engaged in Prohibited Practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such termination had been made under Sub-Clause 15.2.

GCC **Suspension and Termination by Contractor**
16

Termination by Contractor

- (h) In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 above, or (ii) terminate under the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice, or
- (i) the Contractor does not receive the Engineer's instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].

GCC **Risk and Responsibility**
17

GCC 17.7 Use of Employer's Accommodation/Facilities

The Contractor shall take full responsibility for the care of the Employer provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).

If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.

GCC 20.5 Amicable Settlement

Where a Notice of Dissatisfaction has been given under Sub-Clause 20.4 above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration.



Secrecy

However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 20.4 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

GCC 20.6 Arbitration

Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.5 above and in respect of which the Dispute Adjudication Board (DAB)'s decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted as follows:

- (a) if the Contract is with foreign contractors, international arbitration (i) with proceedings administered by the arbitration institution designated in the Appendix to Tender, and conducted under the rules of arbitration of such institution; or, if so specified in the Appendix to Tender, (ii) international arbitration in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or (iii) if neither an arbitration institution nor UNCITRAL arbitration rules be specified in the Appendix to Tender, with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.
- (b) The place of arbitration shall be the neutral location specified in the Appendix to Tender, and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language]
- (c) if the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country.

The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DAB, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DAB to obtain its decision, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction. Any decision of the DAB shall be admissible in evidence in the arbitration.

Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer and the DAB shall not be altered by reason of any arbitration being conducted during the progress of the Works.

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