

SECTION V – SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. *[The Employer shall select and insert the appropriate wording using the sample below or other acceptable wording and delete the text in italics.]*

GCC Clause Ref., if any	Particulars
1.1.1 (xxvii)	The Project Manager shall be: Mr. Pushpa Lal Acharya, Sr. Manager, Electrification Division, DCD, DS, BPC.
1.1.1 (xxix)	The Site is located at DPH – I & II, Changzamtok, Thimphu
1.1.1 (xxxi)	Completion of Works shall be attained within 7 months from the date of Site Handing Taking over.
1.2.6 (a)	The applicable Incoterms edition shall be of: <i>2020 or latest edition.</i>
1.3.2	For notices, the addresses shall be: For the Employer: Attention: Mr. Pushpa Lal Acharya Address: Sr. Manager, Electrification Division, <i>DCD, DS, BPC, Chubachu, Thimphu, Bhutan</i> Telephone: 00975-2-321846 E-mail address: electrificationdiv@bpc.bt
2.3.4	The list of manpower, equipment, raw material etc. to be provided by the Employer: <i>[Not Applicable]</i>
3.1.6	The information board shall be 4 feet by 3 feet of Steel with following details: (i) Name of Work: (ii) Start and Completion Date: (iii) Value of Work: (iv) Name of Contractor: (v) Name of Employer.
3.2.1	The amount of the Performance Security shall be: 10% of the contract Price.
3.2.3	The types of acceptable Performance Securities are: <i>(i) Unconditional bank guarantee issued by a reputable financial institution enforceable in any banks in Bhutan, in the form provided for in the Contract or in any other form acceptable</i> <i>(ii) Cash warrant, or</i> <i>(iii) Demand Draft</i>
3.2.2	<i>For Contracts not deducting retention money, the Contractor shall extend the validity of the performance security until 30 days beyond defect liability period (DLP) before the release of final bill payment.</i>
3.12.1	The temporary utilities to be provided by Employer are: <i>[Not Applicable]</i>
5.1.1	Key Personnel: 1 Electrical Engineer The amount to be deducted for the key personnel not employed by the Contractor for each personnel shall be <i>[insert monthly salary of the personnel as applicable]</i>

5.3.3	The amount to be deducted for the equipment not available at site is <i>as per Employer Hiring Charges or any other applicable rates.</i>																				
8.4.1	The applicable rate for liquidated damages for delay shall be <i>0.15% per day.</i> The maximum amount of liquidated damages shall be: <i>10% of the contract price.</i>																				
9.2.7	Not applicable																				
10.1.1 & 10.3.2	The Defect Liability Period shall be 12 months																				
12.1.2	Not applicable																				
13.1.1	The Contract Price “is not” adjustable.																				
13.2.1 (a)	The Mobilization Advance Payment shall be a maximum of ten percent (10%) of the Contract Price against the submission of unconditional bank guarantee issued by a reputable financial institution and enforceable by any Banks in Bhutan.																				
13.2.2 (a)	The secured advance shall not be more than seventy-five (75%) of the cost of materials delivered at the site of work, which shall be supported by the original invoices/bills. The Contractor shall be entitled to secured advance against the following construction materials: <i>1.....[insert name of the material]</i> <i>2.[insert name of the material]</i> <i>3.[insert name of the material]</i> In exceptional circumstances, secured advance shall be given on account of plants & machineries [<i>Not applicable</i>].																				
13.4.2	The present rate of tax deducted at source (TDS) of the gross value of the invoice is 2% in case of Bhutanese Bidders, and 3% in case of international Bidders.																				
17.1	The nature and content, amounts and deductibles on insurance shall be as follows: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">SN</th> <th style="width: 55%;">Insurance</th> <th style="width: 20%;">Amount Insured</th> <th style="width: 20%;">Deductible</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Loss of or damage to the Works including Employer issued materials, if any</td> <td>110% of the cost of Works</td> <td>Minimum as per insurance policy</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Loss of or damage to the Contractor’s tools and plant</td> <td>110% of the cost of tools and plant</td> <td>Minimum as per insurance policy</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Loss of or damage to the property other than Works including those of third parties</td> <td>As permissible under the policy</td> <td>Not applicable</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Injury or death of personnel belonging to the Contractor, Employer or any other party</td> <td>As permissible under the policy</td> <td>Not applicable</td> </tr> </tbody> </table>	SN	Insurance	Amount Insured	Deductible	1	Loss of or damage to the Works including Employer issued materials, if any	110% of the cost of Works	Minimum as per insurance policy	2	Loss of or damage to the Contractor’s tools and plant	110% of the cost of tools and plant	Minimum as per insurance policy	3	Loss of or damage to the property other than Works including those of third parties	As permissible under the policy	Not applicable	4	Injury or death of personnel belonging to the Contractor, Employer or any other party	As permissible under the policy	Not applicable
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19.2.2	<p>Institution whose arbitration procedures shall be used:</p> <p><u>For Contracts with Bhutanese Contractors</u></p> <p>All disputes arising in connection with the present Contract shall be finally resolved by arbitration in accordance with the rules and procedures of the Alternate Dispute Resolution Act 2013.</p> <p><u>For Contracts with International Contractors</u></p> <p><i>“United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:</i></p> <p><i>Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.”</i></p> <p style="text-align: center;">OR</p> <p><i>“Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC):</i></p> <p><i>Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce as at present in force.”</i></p>
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