

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. Dorji Kinley, Sr. Manager, Contract Management Section, Construction Division, Construction and Procurement Department, BPC, Thimphu
1.1.1 (xxix)	The Site is located at Pelrithang, ESD, Gelephu and Sarpang Tar, Sarpang (ESSD, Sarpang)
1.1.1 (xxxii)	Completion of Works shall be attained within 10 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: Attention: Mr. Dorji Kinley Address: Sr. Manager, Contract Management Section, Construction Division, Construction and Procurement Department, BPC, Thimphu. Telephone: 00975-2-322046 E-mail address: dorjikinley@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</i>

	<i>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	If the Contractor does not complete the Works as per completion period stated in the Contract Agreement, then the damages for delay shall become payable by the Contractor. The Liquidated Damages shall be levied @ 0.1% for every day of delay of each packages subjected to a maximum of 10% of Contract Price.
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> .
13.3	Payment for supply of equipment will be made as under: a) 10 % advance pursuant to Sub Clause 13.2.1. b) 80% Payment against delivery of equipment/materials as covered in Bill of Quantities of the Contract. The invoice for claiming 80% payment should be accompanied by the following documents. i. Contractor’s detailed invoice giving full particulars of the

	<p>equipment/material, status of supplies, payment received (format shall be obtained from ED).</p> <p>ii. Detailed packing list.</p> <p>iii. Inspection reports and Test Certificates.</p> <p>iv. Physical verification and certification by Engineer</p> <p>v. Submission of Monthly Progress report</p> <p>vi. Three copies of invoices and above document shall be submitted for the claims.</p>																								
	<p>c) Balance 10% Payment: After the “Taking over” of the Works and issue of Performance Certificate by the Employer’s representative and submission of Bank Guarantee by the Contractor of equivalent amount to cover defect liability period.</p>																								
13.4.1	<p>The Contractor shall be responsible for payment of all levies, royalty, taxes, etc. as applicable in Bhutan. Bhutan Sales Tax and Custom Duty are applicable at the entry check post.</p> <p>It is the responsibility of the bidders to make themselves conversant with the relevant rules and regulations on taxation policy of Bhutan from the RRCO (Regional Revenue and Customs Office at Thimphu or Phuentsholing). As far as possible, the Contractor shall procure the materials required for the construction works such as cement, steel rods, etc. within Bhutan.</p>																								
13.4.2	<p>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.</p>																								
17.1	<p>The nature and content, amounts and deductibles on insurance shall be as follows:</p> <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> <tr> <td></td> <td></td> <td></td> <td></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>																								

For Contracts with Bhutanese Contractors

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.

For Contracts with International Contractors

“United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:

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.”

OR

“Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC):

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.”