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.

GCC Clause Ref., if any	Particulars
1.1.1 (ii)	The Employer is ***Natural Resources Development Corporation Limited***
1.1.1 (xxvii)	The Project Manager shall be: ***CIVIL ENGINEER NRDCL HO.***
8.1.1	The intended time for completion of works is **2 weeks**
8.1.1	The commencement date shall be ***as per work order***
-	The date of site possession shall be ***as per the work order***
1.4.4	The language of the contract is ***English*** The law that applies to the Contract is the law of the Kingdom of Bhutan
1.1.1 (xxix)	The Site is located at ***NRDCL Head office, Thimphu***
1.1.1 (xxxi)	Completion of Works shall be attained within ***2 Weeks***
-	The following documents also form part of the contract: ***1. contractors commitment letters if any*** ***2. Official correspondences between NRDCL and the Contractor***
-	The scope of the work is ***as per the bill of quantities or activity schedule***
-	Sectional completions are ***not applicable***
4.1	Sub-Contracting ***is not allowed***
1.3.2	For notices, the addresses shall be: For the Employer: Attention: ***Bishal Subba*** Address: ***Engineering and Mechanical Service Section, Forest Resources Division, NRDCL, Head Office, Thimphu*** Telephone: ***+97517940403*** E-mail address: ***bishal.subba@nrdcl.bt***
2.3.4	The list of manpower, equipment, raw material etc. to be provided by the Employer: ***Not Applicable***
3.1.6	The information board shall be ***6X4 feet*** made of Ply wood/aluminium/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** and shall be valid for **30** days beyond the completion period. However,

3.2.3	incase of delays in completion of works, the validity of the contract performance security including additional performance security (if any), submitted by the contractor shall be extended before the expiry of the validity. The performance security shall be submitted in the form of **Unconditional Bank Guarantee** issued/enforceable by any Financial Institutions in Bhutan:
3.2.2	*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.*
3.12.1	The temporary utilities ***will not*** be provided by Employer
5.1.1	Key Personnel: The amount to be deducted for the key personnel not employed by the Contractor for each personnel shall be **1. Tier I = Nu. 30,000.00 per month, 2. Tier II = Nu. 20,000.00 per month, Tier III = Nu. 15,000.00 per month**
5.3.3	The amount to be deducted for the equipment not available at site is **1. Tier I = Nu. 960,000.00 per month i.e Nu.4000/Hr, 2. Tier II = Nu. 120,000.00 per month i.e Nu.4000/day 3. Nu.12,000 per month**
8.4.1	The applicable rate for liquidated damages for delay shall be ***0.15 % of the initial contract price per day*** The maximum amount of liquidated damages shall be: ***10% of the initial contract price.***
9.2.7	The permanent information board shall be ***Not applicable*** (*insert appropriate size of the board*) and of ***Not applicable*** (*specify a durable material example marble, concrete, wood*) with following details: (i) Name of Work: (ii) Completion Year: (iii) Constructed by: (iv) Name of Employer:
10.1.1 10.3.2	The Defect Liability Period shall be ***12 months from the date of taking over of the work***
12.1.2	Fixed component of the Base Contract Price (F) = ***Not applicable*** Variable components of the Base Contract Price: 1. Labour (l) ***Not applicable*** 2. Materials(m)= ***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: ***NA***
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.
17.1	The nature and content amounts and deductibles on insurance shall be as follows: ***The contractor shall be responsible for all the insurances.***
19.2.2	Institution whose arbitration procedures shall be used: 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.
-	Regardless of the length of the road, a maximum of **2** sites will be allocated to the lowest evaluated bidder in multiple tenders published together. The bidder will have the choice to select the sites and must provide their selections in writing within **2** days of receiving the offer letter from the employer. The remaining sites will be given to the second lowest evaluated bidder.
-	Full payment will be made only upon completion of all the works specified in the BoQ/Activity schedule. No compensation will be provided for additional work. Proportional deductions from the departmental estimates will be made for the purpose of payment reduction for any incomplete portions of the work.
-	The maximum number of works in hand a contractor can have is **3**
	The documents forming the Contract shall be interpreted in the following order of priority: ***1. Contract*** ***2. Letter of Acceptance*** ***3. Contractor's Bid*** ***4. Special Conditions of Contract*** ***5. General Conditions of Contract*** ***6. Specifications*** ***7. Drawings*** ***8. Bill of Quantities*** ***9. Any other document listed in the SCC as forming part of the contract***