

- j) We have read the SBD and the activity Schedule, sought clarifications and are aware of the scope of the works.
- k) We have inspected the site and are fully familiar with the conditions, including soil and rock characteristics, availability of raw materials, and labor. We will not raise any claims or objections related to these aspects.

AUTHORIZED SIGNATURE: _____ (AFFIX LEGAL STAMP)

Name and title of signatory: _____

Name of Bidder: _____

Address: _____

FORM 7: BILL OF QUANTITIES

*[The objectives of the Bill of Quantities are:]*¹

- a) To provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and*
- b) When a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.*

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances, which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Employer of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a) A list of the various classes of labour, materials and Constructional Plant for which basic Daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor shall be paid for work executed on a Daywork basis.*
- b) Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision and other charges.*

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's) they shall be used.]

¹ In lump sum contracts the Bill of Quantities is prepared only for information and is not contractual. In such cases, the contractual document prepared by the Bidder shall be a Schedule of Activities.

FORM 8: PRICE ADJUSTMENT DATA

NIT No:

To,

[Name, Designation and address of Employer]

Dear Sir,

We hereby furnish the relevant details pertaining to the price adjustment provisions in your specifications and documents.

Sl No.	Variables	Name of published index and its origin	Value of indices as on 30 days prior to date set for Opening of bids.
	Material		
	Labour		

Date:

Signature.....

Place:

Name.....

Designation.....

Seal.....

Note:

- Bidders shall note that it is mandatory to furnish the values of various indices and name, source & origin of the published indices, wherever called for in the bidding document. Bidders are also required to mention whether the indices are monthly average, weekly average or as applicable.*

** Continuation sheets of like size & format shall be used, if required, in case number of currencies is more than one.*

*** Continuation sheets of like size and format may be used, if countries of origin of expatriate labour are more than one.*

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: The Regional Manager, Jakar Regional Office and/or the Engineers from NRDCL HO wherever applicable
8.1.1	The intended time for completion of works is 8 months
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 Tang, Bumthang and is defined in the KML file attached
1.1.1 (xxxi)	Completion of Works shall be attained within 8 months from the commencement of the works
-	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	<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 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	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.
13.4.2	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: <i>The contractor shall be responsible for all the insurances.</i>
19.2.2	Institution whose arbitration procedures shall be used: <u>For Contracts with Bhutanese Contractors</u> 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.
-	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