

Section 8 - Particular Conditions of Contract

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

Particular Conditions of Contract

A. General	
GCC 1.1 (d)	The financing institutions is Asian Development Bank (ADB)
GCC 1.1 (r)	The Employer is Ministry of Information and Communications, acting through the Department of Air Transport, Paro, Bhutan, in turn acting through Project Director/ Director Mr. Karma Wangchuk,
GCC 1.1 (w)	The Intended Completion Date for the whole of the Works shall be Twenty four (24) months from the start of the project.
GCC 1.1 (cc)	The Project Manager is Mr. Ugyen Dorji, Officiating Chief Engineer, Airport Development Division, Department of Air Transport, Paro, Bhutan.
GCC 1.1 (ff)	The Site is located at Bumthang Domestic Airport, Bumthang and is defined in drawings No. 12246B-80-01
GCC 1.1 (ii)	The Start Date shall be the date of issuance of the Notice to Proceed (NTP)
GCC 1.1 (mm)	The Works consist of Construction of Terminal Building at Bumthang Domestic Airport, and as specified in the Specifications, Bill of Quantities (BOQ) and in the drawings.
GCC 2.2	Sectional Completions are: None
GCC 2.3 (j)	The following documents also form part of the Contract: ➤ The Initial Environmental Examination Appendix (A) and Environmental Management Plan (Appendix B)
GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of Kingdom of Bhutan
GCC 11.1	The Project Manager may delegate any of his duties and responsibilities.
GCC 14.1	Schedule of other contractors: Not Applicable
GCC 19.1	Insurance coverage shall be for all the risks and not limited to the following: 1) Fire including firefighting operation, lightening, explosion.

	<p>2) Accidental damage during storage.</p> <p>3) Riot, strike and malicious damage.</p> <p>4) Flood, inundation and subsidence.</p> <p>5) Storm, tempest, cyclone, hurricane</p> <p>6) Earthquake, landslide and rockslide.</p> <p>7) Theft and burglary and</p> <p>8) Accidental damage during the course of construction</p> <p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) for loss or damage to the Works, Plant and Materials: Nu. 500,000</p> <p>(b) for loss or damage to Equipment: Nu. 300,000</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract Nu. 200,000</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: Nu. 200,000</p> <p>(ii) of other people: Nu. 150,000</p>
GCC 20.1	Site Investigation Reports are: None
GCC 23.1	The following shall be designed by the Contractor: None
GCC 26.1	The Site Possession Date(s) shall be: 10 Days from the date of Signing of Contract Agreement or such other date as may be specified.
GCC 29.1	Appointing Authority for the Adjudicator: Construction Development Board, Bhutan
GCC 30.3	<p>The Adjudicator shall be paid by the hour at the rate of: Nu. 1,350/Hour</p> <p>The reimbursable expenses are: Not Applicable</p>
GCC 30.4	<p>Institution whose arbitration procedures shall be used:</p> <p>(a) Contracts with foreign contractors:</p> <p>International arbitration shall be conducted in accordance with the rules of Singapore International Arbitration Centre (SIAC)</p> <p>Arbitration shall be administered by SIAC.</p> <p>The place of arbitration shall be: the place of the institution administering the arbitration.</p>

	<p>(b) Contracts with domestic contractors: _____</p> <p>Arbitration shall be conducted in accordance with the laws of the Employer's country.</p>
C. Time Control	
GCC 35.1	The Contractor shall submit for approval a Program for the Works within fourteen (14) days from the date of issuance of the Letter of Acceptance
GCC 35.3	<p>The period between Program updates is thirty (30) days.</p> <p>The amount to be withheld for late submission of an updated Program is Nu 60,000.00 (Ngultrum sixty thousand)</p>
D. Quality Control	
GCC 43.1	The Defects Liability Period is: 18 Months
E. Cost Control	
GCC 53.1	The currency of the Employer's country is: Ngultrum (Nu.)
GCC 54.1	<p>The Contract is subject to price adjustment in accordance with GCC Clause 54, and the following information regarding coefficients does apply.</p> <p>The coefficients and indexes for adjustment of prices in local and international currencies shall be as specified in the Table(s) of Adjustment Data submitted together with the Letter of Bid.</p>
GCC 55.1	The proportion of payments retained is: Ten percent (10%)
GCC 56.1	<p>The liquidated damages for the whole of the Works are zero point one percent (0.1%) per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is ten percent (10%) of the final Contract Price.</p>
GCC 57.1	The Bonus for the whole of the Works is not applicable .
GCC 58.1	The Advance Payments shall be ten percent (10%) and shall be paid to the Contractor no later than ten (10) days from the signing of the contract .
GCC 58.3	Repayment of the Advance Payments shall be: twelve and half percent (12.5%) from each payment certificate.
GCC 59.1	<p>The Performance Security amount is ten percent (10%) of the Contract Price.</p> <p>If the institution issuing the guarantee is located outside the Kingdom of Bhutan, it shall have a correspondent bank or financial institution located in the Kingdom of Bhutan to make the guarantee enforceable.</p>

G. Finishing the Contract	
GCC 72.1	The date by which operating and maintenance manuals are required is not applicable . The date by which “as built” drawings are required is prior to final Handing over/completion date .
GCC 72.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 72.1 is Ngultrum One Hundred Twenty thousand (Nu. 120,000.00) .
GCC 73.2 (h)	The maximum number of days is: Hundred (100) days .
GCC 75.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is Twenty percent (20%) .

GCC 80	<p>Environment:</p> <p>The Contractor shall ensure that the preparation, design, construction, implementation, operation and decommissioning of the Project and all Project facilities comply with</p> <ul style="list-style-type: none"> (a) all applicable laws and regulations of the Employer relating to environment, health and safety; (b) the Environmental Safeguards; and (c) all measures and requirements set forth in the IEE, the EMP, and any corrective or preventive actions set forth in the Safeguards Monitoring Report
GCC 81	<p>Land Acquisition and involuntary Resettlement of Indigenous Peoples:</p> <p>The Contractor shall ensure that the Project does not have any Indigenous Peoples Safeguards and Involuntary Resettlement Safeguards impacts. In the event that the Project does not have any such impact, the Contractor shall take all steps required to ensure that the project complies with the applicable laws and regulations of the Employer and with ADB’s Safeguard Policy Statement.</p>
GCC 82	<p>Human and Financial Resources to Implement Safeguards Requirements:</p> <p>The Contractor shall make available necessary budgetary and human resources to fully implement the EMP, any resettlement plan and any indigenous peoples’ plan.</p>
GCC 83	<p>Safeguards Monitoring and Reporting:</p> <ul style="list-style-type: none"> (a) The Contractor shall provide the Employer with a written notice of any unanticipated environmental, resettlement or indigenous peoples risks or impacts that arise during construction, implementation or operation of the Project that were not considered in the IEE, the EMP, any resettlement plan and any indigenous peoples’ plan;

	<p>(b) Adequately record the condition of roads, agricultural land and other infrastructure prior to starting to transport materials and construction; and</p> <p>(c) Reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition upon the completion of construction.</p>
GCC 84	<p>Labour Standards:</p> <p>The Contractor shall</p> <ul style="list-style-type: none"> (a) comply with all applicable labor laws and regulations and incorporate applicable workplace occupational safety norms; (b) not use child labor; (c) not discriminate among workers in respect of employment and occupation; (d) not use forced labor; (e) allow freedom of association and effectively recognize the right to collective bargaining; (f) provide equal pay to men and women for work of equal value; and (g) provide enabling working conditions for women workers. "Child" means a child below the statutory minimum age specified under applicable national law.
GCC 85	<p>Health:</p> <p>The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel and to provide a safe work environment.</p> <p>The Contractor shall disseminate, or engage appropriate service providers to disseminate, information on the risks of sexually transmitted infections, including HIV, to the employees of contractors engaged under the Project and to members of the local communities surrounding the Project area, particularly women.</p>
GCC 86	<p>Governance and Anti-corruption:</p> <p>The Contractor shall</p> <ul style="list-style-type: none"> (a) Comply with ADB's Anti-corruption Policy (1998, as amended to date) and acknowledge that ADB reserves the right to investigate directly, or through its agents, any alleged corrupt, fraudulent, collusive or coercive practice relating to Project; and (b) Cooperate with any such investigation and extend all necessary assistance for satisfactory completion of such investigation.
GCC 87	<p>The Contractor shall provide the Employer with quarterly reports of its activities, including each of its obligations in Sub-Clauses 2.3, 31, 32, 80, 83, 84 and 85.</p>