

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

A. General	
GCC 1.1 (o)	The Employer is <i>Director General,</i> <i>Department of Air Transport,</i> <i>Paro International Airport, Ministry of Information and Communications</i>
GCC 1.1 (r)	The Intended Completion Date for the whole of the Works shall be 6 months after the Contract start Date mentioned in the Work Order
GCC 1.1 (v)	The Project Manager is <i>Mr. Tashi Gyeltshen, Chief Engineer</i> <i>Department of Air Transport,</i> <i>Paro International Airport,</i> <i>Ministry of Information and Communications</i> <i>Phone no: +975-1-7846082</i>
GCC 1.1 (y)	The Site is located at Bumthang Domestic Airport, Batpalathang.
GCC 1.1 (bb)	The Start Date shall be <i>as mentioned in the work order</i>
GCC 1.1 (ff)	The Works consist of Resurfacing of Runway, Taxiway, Apron, extension of runway, construction of new apron, service road, gabion wall, fencing and drain
GCC 2.2	Sectional Completions are: <i>NOT APPLICABLE</i>
GCC 2.3 (9)	The following documents also form part of the Contract: - <i>Section 6: Employer's requirements</i> - <i>Schedule of Key personnel(GCC 10)</i> - <i>Schedule of equipments(GCC 10)</i> - <i>The Contractor's proposal and any other documents forming part of The Contract.</i>
GCC 3.1	The language of the contract is <i>ENGLISH.</i> The law that applies to the Contract is the law of the Kingdom of Bhutan.
GCC 9.1	Schedule of other contractors: <i>NOT APPLICABLE</i>

GCC 10.1	<p>Key Personnel:</p> <p>The amount to be deducted for the key personnel not employed by the contractor for each personnel is as follows:</p> <ol style="list-style-type: none"> 1. Project Engineer- Nu. 10,000.00 per day 2. Civil Engineer- Nu. 4,000.00 per day 3. Material Engineer- Nu. 4,000.00 per day 4. Surveyor – Nu. 4,000.00 per day <p>The amount to be deducted for the equipment not available at site is as follows.</p> <table border="1" data-bbox="430 649 1356 2112"> <thead> <tr> <th data-bbox="430 649 526 705">No.</th> <th data-bbox="526 649 1085 705">Equipment Type and Characteristics</th> <th data-bbox="1085 649 1356 705">Penalty, Nu.</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Computerized Bitumen Hot Weigh Batch mix plant</td> <td>1,20,000 per day</td> </tr> <tr> <td>2.</td> <td>Electronic Operated Sensor paver</td> <td>16,000 per day</td> </tr> <tr> <td>3.</td> <td>Mechanical Paver</td> <td>10,000 per day</td> </tr> <tr> <td>4.</td> <td>Vibratory Roller (8 – 10 T)</td> <td>8,000 per day</td> </tr> <tr> <td>5.</td> <td>Pneumatic Roller (12-15T with tier Pressure of 0.56 MPa)</td> <td>8,000 per day</td> </tr> <tr> <td>6.</td> <td>Tippers / Dumpers 16cu.m capacity</td> <td>10,000 per day</td> </tr> <tr> <td>7.</td> <td>Truck mounted Mechanical Bitumen sprayer</td> <td>8,000 per day</td> </tr> <tr> <td>8.</td> <td>Front end Loader of bucket capacity of approx. 1 cum</td> <td>8,000 per day</td> </tr> <tr> <td>9.</td> <td>Concrete Joint cutting machine</td> <td>10,000 per day</td> </tr> <tr> <td>10.</td> <td>Excavator</td> <td>20,000 per day</td> </tr> <tr> <td>11.</td> <td></td> <td></td> </tr> <tr> <td>12.</td> <td>Water tanker (10,000 Ltr. capacity)</td> <td>8,000 per day</td> </tr> <tr> <td>13.</td> <td>Road marking/Painting machine</td> <td>5,000 per day</td> </tr> <tr> <td>14.</td> <td>Computerized concrete Weigh Batch mix plant</td> <td>5,000 per day</td> </tr> <tr> <td>15.</td> <td>Tractor mounted sweeper</td> <td>2,000 per day</td> </tr> <tr> <td>16.</td> <td>Air-compressor</td> <td>8,000 per day</td> </tr> <tr> <td>17.</td> <td>Breaker</td> <td>2,000 per day</td> </tr> <tr> <td>18.</td> <td></td> <td></td> </tr> </tbody> </table>	No.	Equipment Type and Characteristics	Penalty, Nu.	1.	Computerized Bitumen Hot Weigh Batch mix plant	1,20,000 per day	2.	Electronic Operated Sensor paver	16,000 per day	3.	Mechanical Paver	10,000 per day	4.	Vibratory Roller (8 – 10 T)	8,000 per day	5.	Pneumatic Roller (12-15T with tier Pressure of 0.56 MPa)	8,000 per day	6.	Tippers / Dumpers 16cu.m capacity	10,000 per day	7.	Truck mounted Mechanical Bitumen sprayer	8,000 per day	8.	Front end Loader of bucket capacity of approx. 1 cum	8,000 per day	9.	Concrete Joint cutting machine	10,000 per day	10.	Excavator	20,000 per day	11.			12.	Water tanker (10,000 Ltr. capacity)	8,000 per day	13.	Road marking/Painting machine	5,000 per day	14.	Computerized concrete Weigh Batch mix plant	5,000 per day	15.	Tractor mounted sweeper	2,000 per day	16.	Air-compressor	8,000 per day	17.	Breaker	2,000 per day	18.		
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	In the event of failure to provide laboratory equipment/Survey Instrument as mentioned in Section 6 Employer's Requirement, Nu.200 will be deducted per day for each equipment.
GCC 14.1	The minimum insurance amounts and deductibles shall be: -Contractor's All Risk Insurance Policy (a) for loss or damage to the Works, Plant and Materials: Works on pro rata and Plants & materials on actual costs; (b) for loss or damage to Equipment: as per the Labour Compensation Act in force, Royal Government of Bhutan; (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: as per the insurance policies and related laws in force of the Royal Government of Bhutan; (d) for personal injury or death: (i) of the Contractor's employees: As per existing Labour Act of the Kingdom of Bhutan. (ii) of other people: three times the annual salary based on the minimum wage.
GCC 15.1	Queries. <i>If any on SCC , Contact the Project Manager</i>
GCC 21.1	The Site Possession Date(s) shall be: <i>[insert location(s) and date(s)]</i>
GCC 21.2	The information board shall be 2mts x 1mts of <i>wood or MS sheets or aluminium</i> with following details: (i) Name of Work: (ii) Start and Completion Date: (iii) Value of Work: (iv) Name of Contractor: (v) Name of Employer:
GCC 25.2	Fees and types of reimbursable expenses to be paid to the Adjudicator: Nu 1500 per hour
GCC 25.3	Institution whose arbitration procedures shall be used: Bhutan Alternative Dispute Resolution Centre (BADRC); GCC Sub-Clause 24.3—All disputes arising in connection with the present Contract shall be for finally resolved by arbitration in accordance with the rules and procedures of the Bhutan Alternative Dispute Resolution Centre (BADRC). The arbitration award shall be final on the parties who shall be deemed to have accepted to carry out the resulting award without delay and to have waived their right to any form of appeal insofar as such waiver can validly be made. The place of arbitration shall be: <i>Thimphu; Bhutan</i>
GCC 26.1	Appointing Authority for the Adjudicator: <i>Bhutan Alternative Dispute Resolution Centre.</i>
B. Time Control	

GCC 27.1	<p>The Contractor shall sign the resource based work program (milestone contract) for the Works within 10(<i>ten</i>) days from the date of the Letter of Acceptance.</p> <p>The resource based work program is attached in Annexure VI.</p> <p>The Program shall include, but not be limited to, the following elements under the conditions stipulated:</p> <p>(a) Quality Assurance Plan (QAP) The Quality Assurance Plan shall specify the work methodology, quality control tests and intervals for such tests in accordance with the work specifications for each item of the Works. If in the opinion of the Project Manager the QAP submitted by the Contractor does not fully represent the spirit of the General Conditions of Contract or the Specifications he may seek further clarification from the Contractor before his approval. The Contractor shall strictly follow the QAP in the execution of the Works. If the Contractor does not comply with the QAP, he shall not be allowed to proceed further with the Works. Details of all procedures and compliance documents shall be submitted to the Project Manager for information before each execution stage is commenced. Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the contract.</p> <p>(b) Milestone Contract:</p> <p>After finalizing the resource based work program with the Project Manager, the Contractor shall ensure milestone based program. It would be a fundamental breach of contract warranting termination of contract if the Contractor fails to achieve the milestone contract or its deliverables as specified in program schedule.</p> <p>i) If the Contractor fails to achieve all the three milestone consecutively or;</p> <p>ii) If the Contractor fails to achieve minimum of 50% of the deliverables specified in the three milestone in the event the Contractor achieve at least one milestone.</p>
GCC 27.3	The period between Program updates is <i>as per the milestones set out in the program and</i> review meeting will be conducted to review progress. If any shortfall found Contractor shall increase resources accordingly.

C. Quality Control

GCC 36.1	The Defects Liability Period is: 365(<i>three sixty five</i>) days.
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D. Cost Control

GCC 45.1 (h)	Other Compensation Events are: NONE
GCC 46.1	In case of certain Tax exemptions, such as in foreign assistance projects, this specific exemption(s) should be clearly specified in this clause. None
GCC 48.1	<p>The Contract "<i>is not</i>" subject to price adjustment in accordance with GCC Clause 48 except for the followings:</p> <ol style="list-style-type: none"> 1. Change in Bitumen Content(JMF) as specified in particular specifications 2. Change in Bitumen price(the reference in price to be adopted for this adjustment will be Nu. 54,467.66 per tonne at Bumthang base)

GCC 49.1	The proportion of payments retained is: <i>10%(TEN PERCENT)</i>
GCC 50.1	The liquidated damages for the whole of the Works are <i>0.1% per day</i> . The maximum amount of liquidated damages for the whole of the Works is <i>10%</i> of the initial Contract Price.
GCC 51.1	The Mobilization Advance Payment shall be twenty percent <i>(20%) of the Contract Price</i> and shall be paid to the Contractor no later than 30 days after receipt by the Employer of an acceptable Advance Payment Guarantee. Same shall be recovered from running bills at same rate (20%).
GCC 51.2	The secured advance is <i>75%(SEVENTY FIVE PERCENT)</i>
GCC 52.1	The Performance Security amount is <i>shall be ten percent (10%) of the Contract Price.</i>
D. Finishing the Contract	
GCC 58.1	The date by which operating and maintenance manuals are required is <i>NOT APPLICABLE</i> The date by which "as built" drawings are required is <i>NOT APPLICABLE</i>
GCC 58.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC Sub-Clause 58.1, or failing to obtain the Project Manager's approval of them by the said date, is <i>NOT APPLICABLE.</i>
GCC 59.2 (i)	The maximum number of days is: <i>100</i>
GCC 59.2 (k)	Failure to execute contract in accordance with <i>agreed work plan.</i>
GCC 61.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is <i>20% of balance works up to a maximum of 10% of the initial contract price]</i>