DRUK HOLDING & INVESTMENTS LTD.

# GROUP STANDARD BIDDING DOCUMENT

## WORKS

A dhi company

***NIT No. TEN 22050001*** ***Date: May 6, 2022***

**PART I: Notice Inviting Tender**

1. ***Bhutan Telecom Limited*** invites eligible bidders to submit your ***e-bid*** for the Works ***"Relocation of Tower, shelter and fencing work at Paro"***

2. ***Bhutan Telecom Limited*** would like to inform the interested firms to kindly visit the website ***www.tender.bt*** for vendor registration and to submit the proposal online.

3. The user manual for vendor registration and bidding process is available on the website www.tender.bt or else can be downloaded from following links:-***User manual for vendor registration-User manual for Bidding process.***

4. SBD Timeline

| | |
|---|---|
| **NIT No.** | ***TEN 22050001*** |
| **Bid Submission & EMD Submission Date & Time** | **On or before 2nd August 2022 (17:00 hrs)** |
| **Bid Opening Date & Time** | **3rd August 2022 (14:30 hrs)** |
| **RFP shall be available at** | **www.tender.bt** |

## PART II: Terms and Conditions of the Contract

### 1. Scope of Work

1.1. The scope of the Works are earth excavation, concreting and finishing works.

### 2. Clarification to the bidding document

2.1. Further information can be obtained in writing from ***Civil Section, Bhutan Telecom Limited, Western Region, Thimphu*** not later than ***3 days*** from the date of bid submission.

### 3. Documents comprising bid

3.1. The bid must comprise the following documents:

a) Bid Security
b) Valid CDB and Trade license
c) Tax clearance
d) Bill of Quantity
e) Drawings and any other relevant documents

### 4. Bid Price

4.1. All prices shall be quoted in ***Ngultrum.*** The quoted price shall be inclusive of taxes, duties and other levies.

### 5. Bid Validity

5.1. The bid shall be valid for ***90 days*** from the date of submission of the bid. A bid valid for a shorter period shall be considered non-responsive.

5.2. In *exceptional* circumstances, prior to the expiry of the Bid validity period, Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing to all the participating Bidders. A Bidder may refuse the request to extend the validity of its Bid without forfeiting its Bid Security. In such a case, the Bid of the Bidder, refusing to extend the validity of its Bid, shall not be considered for evaluation and award. A Bidder granting the request shall be required to extend the validity of their Bid securities correspondingly but shall not be required or permitted to modify its Bid.

### 6. Bid Security

6.1. The bid shall be accompanied by a bid security of ***Nu. 20,000.00 (Ng: Twenty thousand ) only*** in the form of Cash Warrant/ Unconditional Bank Guarantee/ Banker Cheque/ Demand draft in the name of ***Regional Director***, ***Western Region***, issued by a reputable Financial Institution enforceable in any Banks in Bhutan.

6.2. In case of any exceptional cases where the submission of Bid Security in the above forms are not possible, the Bidders shall be allowed to deposit Bid Security in the form of cash deposit through bank transfers.

6.3. The Bid security shall remain valid for a period of ***30 days*** beyond the validity period of the Bids, as extended, if applicable

6.4. The Bid Security is to be submitted as a part of the Bid to ***Finance & Accounts Division*** or to ***our nearest Branch Office*** within the specified time in Sl. No. 5 under Notice Inviting Tender.

6.5. Any Bid not accompanied by bid security of adequate value and validity shall be rejected by Employer as non-responsive.

6.6. The bid security shall be forfeited in the following cases:

a) If the Bidder withdraws the bid after Bid opening during the period of Bid validity;
b) If the Bidder does not accept the correction of the Bid price;
c) In the case of a successful bidder, if the bidder fails to sign the Contract or furnish Performance Security within the specified time limit.

## 7. Submission of Bids

7.1. The Bid Form and Integrity Pact should be duly filled, signed and sealed and uploaded electronically along with the ***e-bid.***

7.2. Each bidder shall be permitted to submit only one Bid against a particular NIT. In case a Bidder have submitted separate Bids against the same NIT, such bids shall be rejected.

7.3. The Bidder shall submit the bid using the Bid Form prescribed under ***Form 6 of Section III.*** This form must be completed without any alterations to its text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

7.4. A bid in which the Bid Form is not duly filled, signed and sealed by the bidder shall be rejected.

## 8. Submission Deadline

8.1. The deadline for receipt of bid(s) by the Employer is ***22nd August 2022 at 17.00 hours***.

## 9. Withdrawal, Substitution or Modification of Bids

8.2. A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written withdrawal/ substitution/ modification notice prior to the deadline for submission of Bids, duly signed by an authorized representative, including a copy of the authorization, Power of Attorney as per ***Form 4 of Section III***. The bid requested to be withdrawn shall be returned unopened to the Bidder.

8.3. No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of bid validity specified under Clause No. 5.1 or any extension there of pursuant to Clause No. 5.2

8.4. If the lowest evaluated Bidder withdraws his Bid between the periods specified pursuant to Clause No. 8.2, the bid security of the Bidder shall be forfeited.

## 9. Bid Opening

9.1. The bid(s) will be opened in the presence of bidders or their representatives who choose to attend on ***3/08/2022 at 14.30 hours***. In case due date of the opening of the bid falls on non-working day, the opening of the bid shall be the next working day at the same time.

## 10. Evaluation of Bid

10.1. Bids determined to be substantially responsive to the technical specifications and commercial conditions will be evaluated by comparison of their quoted prices. In evaluating the bids, the Employer will determine for each bids the evaluated price by adjusting the priced bid by making any correction for any arithmetical errors as follows:

i. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
ii. where there is discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.

10.2. To assist in the evaluation, comparison of the Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered.

10.3. From the time of Bid Opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing

## 11. Correction of Arithmetical Errors in Price Bid

11.1. Arithmetical errors shall be corrected at the time of evaluation of Price Bid and the corrected figure shall be considered for the purpose of evaluated bid price. The corrections in the bid price shall be done as per the provisions of this clause and shall be binding on the Bidder. If the Bidder does not accept the correction of errors as per the provisions of this clause, the bid shall be rejected and the bid security shall be forfeited.

11.2. If there is a discrepancy between the product of unit price & quantity and the total price for such item, the product of unit price and quantity shall prevail and the total price shall be corrected unless in the opinion of Employer, there is an obviously gross misplacement of decimal point in the unit rate, in which case, the total of line item as quoted shall prevail and unit rate shall be corrected accordingly.

11.3. If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail, and the total price shall be corrected

11.4. If there is a discrepancy between words and figure, wherever the bid document requires the figures(rate) to be written in words and figures, the amount in words shall prevail unless the amount expressed in word has an arithmetic error.

11.5. In case the Bidder has not quoted unit price against any item, Employer shall treat the price of unquoted items as zero for the purpose of evaluation, comparison and award, with the assumption that the costs have been absorbed elsewhere in the Price Bid. If such a Bidder emerges as the successful Bidder, he shall be awarded the contract without any price/rate for the concerned items.

11.6. In case prices for some items are given by a Bidder as lump sum where unit rates are required, Employer reserves the right to arrive at unit rate on the basis of dividing the entered lump sum amount by the specified quantity.

## 12. Abnormally Low or High Bid/Seriously Unbalance Bids

**13.1** If the lowest evaluated Bid appears abnormally low and/or seriously unbalanced, Employer may require the Bidder to produce written explanations of justifications and detailed price analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

**13.2.** Abnormally low Bid may or may not be accepted. If Employer decides to

accept the abnormally low Bid /or the Bid with seriously unbalanced rates after considering the above, the Bidder shall be required to provide additional differential security in addition to the performance security, an equivalent to the difference between the estimated and quoted price to a maximum of (ten percent) 10% of the quoted price, to protect Employer against any financial loss in the event of default of the successful Bidder under the Contract.

13.3. If the lowest evaluated Bid is abnormally high in the discretion of the Employer, then the Employer may seek justification for the high rates and if necessary, negotiate with the lowest evaluated Bidder and may reject the bid if considered to be abnormally higher than the estimate.

## 13. Subcontracting

13.1. Unless otherwise mentioned, Employer does not intend to execute any specific elements of the Works by subcontractors.

## 14. Employer's Right to Accept Any Bid, and Reject any or All Bids

14.1. The Employer is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.

## 15. Award of Contract

15.1. The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid. The Employer shall issue Notification of Award to the successful Bidder. Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

## 16. Performance Security

16.1. The contractor shall be required to furnish performance security of 10% of the quoted price in the form of cash warrant, demand draft or unconditional Bank Guarantee in the name of ***Chief Executive Officer, Bhutan Telecom Limited*** issued by a reputable financial institution enforceable in any Banks in Bhutan, which shall be furnished within 10 working days upon issuance of notification of the award. Performance Security shall be valid till the handing-taking over of the works.

16.2. Failure of the successful Bidder to comply with the requirements of Clause No. 17.1 and shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. In such an event, the Company may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined to be qualified to perform the contract satisfactorily or call for fresh bids.

## 17. Advance

17.1. The Employer shall make advance payment to the Contractor (mobilization and secured advances), against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

17.2. The Mobilization Advance Payment shall be **ten percent 10%** of the Contract Price and shall be paid to the Contractor no later than 30 days after receipt by the Employer of an acceptable Advance Payment Guarantee.

17.3. The secured advance shall be paid to the contractor on the following conditions:

a. The materials shall be in accordance with the specifications and shall not be in excess of the requirements;
b. The materials shall be delivered at the site of the works, properly stored and protected against loss, damage or deterioration;
c. A declaration shall be given by the contractor passing on the lien on the rights of the materials to the Procuring Agency.
d. The amount of the secured advance shall not be more than seventy five percent (75%) of the cost of materials delivered at the site of works which shall be supported by the original invoices/bills from the suppliers. All materials imported from other countries shall be supported by Bhutan Sales Tax Receipts or Customs Clearance.

## 18. Variation

### 18.1. Introducing a Change

18.1.1. Employer shall have the right to propose, and subsequently require, that the Project Manager order the Contractor from time to time during the performance of the Contract to make any change, modification, addition/alteration or deletion to, in or from the Works in the form, quantity or quality of the Works or any part thereof (hereinafter called "Change"), provided that such Change falls within the general scope of the Works and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Works and the technical compatibility of the Change envisaged with the nature of the Works as specified in the Contract. Such changes shall include but not limited to the following:

a. increase or decrease in the quantity of any work included in the Contract;
b. omission or substitution of any work;
c. change the drawings, designs specifications, character or quality or kind of any work;
d. change the levels, lines, positions and dimensions of any part of the Works;
e. execution of additional work of any kind necessary for the completion of the Works;

f. change in any specified sequence, method or timing of construction of any part of the Works.

18.1.2. No such changes shall in any way vitiate or invalidate the Contract. The Contractor shall be bound to carry out the works in accordance with such instructions as may be given to him in writing by the Project Manager. However, the value, if any, of all such Change shall be taken into account in ascertaining the amount of the Contract Price.

18.1.3. The Contractor may from time to time during its performance of the Contract propose to Employer (with a copy to the Project Manager) any Change that the Contractor considers necessary or desirable to improve the quality, efficiency or safety of the Works. Employer may at its discretion approve or reject any Change proposed by the Contractor.

18.1.4. Notwithstanding **Error! Reference source not found.** and 18.1.3, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

18.1.5. The Contractor shall be under obligation to agree for the Changes as may be required during the execution of the Contract as per directions of the Project Manager and execute such changes at the same rates included in the Contract, provided the total effect of such changes does not exceed the limit of plus/minus twenty percent (+-20%) of the Contract Price. Such ceiling will however be applicable only for items of work/supply for which rates are provided in the Contract. Notwithstanding the aforesaid provision, the quantities for individual items, if specified in the Contract, can vary to any extent. No claim for revision of rates for any individual item in the Bill of Quantities shall be admissible irrespective of the extent to which the ordered quantity may get revised (+) or (-) during the actual execution of the Works. For change beyond twenty percent (20%) of the Contract Price, the adjustment in the rates for Bill of Quantity items shall be made as per the variation slab hereunder:

| Variation in value of work | Increase in payment for minus variation | Decrease in payment for plus variation |
|---|---|---|
| Up to 20% | Nil | Nil |
| Above 20% & up to 35% | 6.00% | 3.00% |
| Above 35% & up to 60% | 8.00% | 4.00% |
| Above 60% & up to 100% | 10.00% | 5.00% |
| Above 100% | - | 5.00% |

18.1.6. While working out the value of work for the purpose of variation, the extra items for which new rates have been paid and payment towards price adjustment; and the adjustment towards statutory variations shall not be considered.

## 19. Work Completion

19.1. The works and related services shall be completed within **2(Two) months** from the date of issuance of Work Order/signing of the contract

## 20. Extension of Time for Completion

20.1. The time for completion shall be extended, if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract for reasons not attributable to the Contractor. The extension shall be for such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.

## 21. Force Majeure

21.1. "Force Majeure" shall mean any unavoidable event beyond the reasonable control of Employer or of the Contractor, as the case may be, and which has impeded the progress of work unreasonably and shall include, without limitation to the following:

a) War, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war;

b) Rebellion, terrorism, revolution, sabotage by persons other than the Contractor's personnel, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts;

c) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's personnel;

d) Munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity;

e) Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any government authority;

f) Embargo, import restriction, port congestion, , industrial dispute, shipwreck, shortage or restriction of power supply, epidemics/pandemic, quarantine and plague;

g) Natural catastrophes such as earthquake, hurricane, typhoon, volcanic activity, fire, landslide or flood;

h) The physical conditions or artificial obstructions on the Site.

21.2. In the event that the Contractor is delayed in performing any of their respective obligations under the Contract, and such delay is caused by force majeure, such delay may be and the period of such delay may be added to the time of performance of the obligation delayed.

## 22. Liquidated Damage

22.1. If the Ccontractor fails to complete the work within the period specified in the Contract, the Employer shall deduct liquidated damages at the rate of ***0.1% per day*** for each day of delay to a maximum of 10% of the actual work value.

## 23. Payment Terms

23.1. At the time of release of payment, tax shall be deducted at source (TDS) from the gross amount of bills as per the Income Tax Act of the Bhutan. The Employer shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.

## 24. Defect liability Period

24.1. The defects liability period shall be a period of minimum **6 months**. During this period the Contractor must not only complete such outstanding items of work as are listed in the Taking Over Certificate but also remedy any defects, which may appear, at his/her own cost.

24.2. If the contractor fails to remedy any reported defects within the Defect Liability period, the Employer shall withhold an amount from the retention money which would represent the cost of the defects to be remedied as per the opinion of the Employer.

## 25. Retention Money

25.1. Company shall retain 10% (ten percent) of the value of each running bill due to a Contractor and retain till the issuance of the No Defect Liability certificate.

Commented [DC1]: From large SBD for works

Commented [SD2R1]:

25.2. After completion of the work, the retention money may be returned to the contractor against his submission of a bank guarantee issued/enforceable by any financial institution in Bhutan. Such bank guarantee shall be valid until the issuance of a No Defect Liability Certificate.

## 26. Vendor Performance Management System

26.1. The performance of the Contractor shall be assessed as per the Vendor Performance Management System (VPMS) available in the Employer's website or relevant website for the purpose of assessing the performance of the Contractor.

26.2. The winning bidder is required to sign the VPMS Acceptance Form attached as ***Form 5 of Section VII*** during signing of agreement. In case the bidder does not agree to sign the VPMS Acceptance Form, the bidder shall be liable for rejection.

## 27. Termination

27.1. The Employer or the Contractor by giving thirty (30) days written notice of default to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of Contract.

27.2. if the Contractor fails to perform any other terms and conditions specified with the Purchase Order/ Contract, or exceeds the maximum amount of Liquidated Damages; and

27.3. if the Contractor fails to perform any other obligation(s) under the Purchase Order / Contract, and if the Contractor does not take any remedial action within a period of **specified time** after receipt of a notice of default from the Employer specifying the nature of the default(s)

## 28. Suspension

28.1. Project Manager at any time may, by notice to the Contractor, order the Contractor to suspend performance of any or all of its obligations under the Contract. The Contractor shall thereupon suspend performance of such obligation until ordered in writing to resume such performance by the Project Manager. During the period of suspension, the Contractor shall not remove from the site any equipment, material or any part of the works or any Contractor's Equipment, without the prior written consent of Employer.

## 29. Governing Law

29.1. The Contract/Purchase Order shall be governed by and interpreted in accordance with the Laws of Bhutan.

29.2. Any terms and conditions not covered herein shall be governed by the latest Financial (DHI Group Procurement) manual.

## 30. Dispute Resolution

30.1. If the contractor believes the decision taken by the project manager was eithr outside the authority to the Project Manager by the contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator or arbitrator within 14 days of the notification of the project manager's decision.

30.2. All disputes arising in connection with the present Contract shall be resolved through arbitration in accordance with the rules and procedures of the Alternate Dispute Resolution Act 2013.

## *SECTION III – BIDDING FORMS*

(Form No. 1 to Form No. 8)

*Applicable forms from this section shall be submitted by the Bidder along with the Bid*

### *Form 1: Bid Security (Bank Guarantee)*

Bank Guarantee No. .....

Date.....

To

[Employer's Name and Address]

Dear Sir/ Madam,

In accordance with NIT No. ....., M/s ..... having its Registered/Head Office at ..... (Here-in-after called the 'Bidder') wish to participate in the said Tender for .....*[Name of Package]* .....

As an unconditional and irrevocable bank guarantee against Bid Security for an amount of .....[*insert currency and amount in words and figures*]* ..... valid up to.....*[insert date@]* .....is required to be submitted by the Bidder as a condition precedent to participating in the said Tender which amount is liable to be forfeited on the happening of any of the events mentioned in the Bidding Document.

We, the ..... *[Name & address of the Bank]* ..... having our Head Office at ..... (#) ..... guarantee and undertake to pay immediately on demand by the Employer or its authorized representative, the amount of .....*[insert currency and amount in words and figures*]* ..... without any reservation, protest, demand and recourse. Any such demand made by Employer shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to .....(@) ..... If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s..... *[Bidder's Name]* ..... on whose behalf this guarantee is issued.

All rights of Employer under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by Employer under this Guarantee against the Bank within thirty (30) days from the above-mentioned expiry date of validity or, from that of the extended date.

In witness where of the Bank, through its authorized officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESSES: SIGNATURE OF AUTHORIZED SIGNATORY OF THE BANK

| | |
|---|---|
| 1. | 1. |
| …… | …… |
| (Signature) | (Signature) |

| | |
|---|---|
| …… | …… |
| (Name) | (Name) |
| …… | …… |
| (Official Address) | (Designation) |
| | Authorized vide |
| | Power of Attorney No……. |
| | Date……. |
| 2. | 2. |
| …… | …… |
| (Signature) | (Signature) |
| …… | …… |
| (Name) | (Name) |
| …… | …… |
| (Official Address) | (Designation) |
| | Authorized vide |
| | Power of Attorney No…….. |
| | Date……. |

Note: *(*) Shall be as specified in the BDS.*

*(@) The Bid security shall be valid till the date as specified in BDS.*

*(#) Complete mailing address of the Head Office and issuing branch of the Bank to be given with fax no./telephone no. of the contact person*

### *Form 2: Integrity Pact Statement*

*This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of the employing agency/or his authorized representative should be the signing authority. For the Bidders, the Bidder himself or his authorized representative must sign the integrity pact (IP). If the winning Bidder had not signed during the submission of the bid; the tender shall be rejected/cancelled.*

### *Form 3: Bidder's Information Form*

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: .....*[insert date of Bid submission]* .....

NIT No.: .....

| | |
|---|---|
| 1. | Bidder's Legal Name: |
| 2. | In the case of a Joint Venture (JV) legal name of each member of the Joint Venture: |
| 3. | Bidder's or each member of JV's Country of Registration: |
| 4. | Bidder's or Each member of JV's Year of Registration: |
| 5. | Bidder's or Each member of JV's Legal Address in Country of Registration: |
| 6. | Bidder's or Lead member of JV's Local Address in Bhutan (if any): |
| 7. | Bidder's or Each member of JV's Website Address: |
| 8. | Bidder's or Each member of JV's Business Activities: |
| 9. | Bidder's or Lead member of JV's Authorized Representative<br>Name:<br>Designation:<br>Address:<br>Telephone:<br>E-mail Address: |
| 10. | Bidder's or Lead member of JV's Authorized Representative in Bhutan (if any)<br>Name of the Employer or firm: |

| | |
|---|---|
| | Name of the contact person:<br>Designation:<br>Address:<br>Telephone:<br>E-mail Address:<br>Services to be provided by the local representative: |
| 11. | Status of the Bidder (check the box as applicable):<br>● Bidding Company<br>● Lead Member of the Joint Venture<br>● Agent of the Foreign Bidder |
| 12. | Attached are copies of the following original documents: *[check the box(es) of the attached original documents]*<br>● Tax Clearance Certificate of Bidder named in 1or 2 above (applicable for Bhutanese Bidders)<br>● Trade License of Bidder named in 1or 2 above (applicable for Bhutanese Bidders)<br>● Certificate of Incorporation or Registration of Bidder named in 1or 2 above<br>● Any other certificate to support the legal entity of the Bidder named in 1or 2 above |

Date: Signature.....

Place: Name.....

Designation.....

Seal.....

***Form 4: Power of Attorney***

KNOW ALL MEN BY THESE PRESENTS THAT WE, …… *[insert name of the Bidder]* ……. an Employer incorporated under the ……. *[insert relevant statute of the country of incorporation]* ……. and having its registered office at …… *[insert address]* ……. (Hereinafter referred to as the "Bidder") having been authorized by the Board of Directors of the Employer, inter alia, to execute contracts in the name of and for and on behalf of the Employer. I ……. *[insert name of the person giving the power of attorney]* ……. presently holding the position of ……... *[insert designation of the person giving the power of attorney]* …… in the Employer do hereby constitute, appoint and authorize Mr.…… [*insert name, designation and residential address of the person to whom the power of attorney is being given]* …… as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental to submission of our Bid against NIT No. ……..., floated by Employer. I hereby further authorize the above attorney for signing and submission of the Bid and all other documents, information related to the Bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the Bid and such documents related to the Bid, and providing responses and representing us in all the matters before Employer in connection with the Bid for the said NIT till the completion of the bidding process.

I accordingly hereby nominate, constitute and appoint above named …… severally, as my lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

WE do hereby agree and undertake to ratify and confirm whatever the said Attorney shall lawfully do or cause to be done under and by virtue of this power of Attorney and the Acts of Attorney to all intents and purposes are done as if I had done the same on behalf of the Employer if these presents had not been made.

IN WITNESS whereof I, ……... have executed these presents this the ……. day of ……at ……...

EXECUTANT

Signature……...……

Name: .....

Designation…….……..……...

ACCEPTED:

Signature of Attorney...…….

Name: .....……

Designation…….....……...

Signature of the Attorney Attested

….……

EXECUTANT

Name…….

Designation……..…

Office Seal……

Note: *The Power of Attorney should be notarized as per applicable legal provisions in the country of the Bidder*

***Form 5: Deviation Schedule (if applicable)***

NIT No: _____

To:

[Employer's relevant official, name and address]

Sir/Madam,

The following are the deviations and variations from and exceptions to the terms, conditions and specifications of the Bidding Documents for procurement of…....*[insert brief description of works]* ……... These deviations and variations are exhaustive. We are furnishing below the cost of withdrawal for the deviations and variations stated in this Form. We shall withdraw the deviations proposed by us in this Form at the cost of withdrawal indicated herein, failing which our Bid may be rejected and bid security forfeited.

We confirm that except for the deviations and variations stated in this Form to our Bid, the entire work shall be performed as per specifications and conditions of the Bidding Documents without any extra cost to Employer, irrespective of any mention to the contrary anywhere else in the Bid, failing which our Bid may be rejected and Bid security forfeited.

Further, we agree that additional condition, deviation, if any, found in the Bidding Documents other than those stated in this Form, save those pertaining to any rebates offered, shall not be given effect to.

| Section / Clause No | Page No. | Statement of Deviations | Cost of withdrawal |
|---|---|---|---|

Date: (Signature).....

Place: (Name).....

(Designation).....

(Seal).....

*Note: Continuation sheets of like size and format may be used and annexed to this Form if required.*

***Form 6: Bid Form***

## *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*

[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.

*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.]*

***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:

1. *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*

# *SECTION VII - CONTRACT FORMS*

(Form No. 1 to Form No. 5)

*Applicable Forms from this Contract Forms section shall either be submitted by the successful Bidder or by Employer, post award of Contract.*

## *Form 1: Notification of Award*

*[Insert date]*

To: *[name and address of the Contractor]*

*Sub: Notification of Award for*

Ref: Our NIT No: (*insert number and reference of the NIT*)

Dear Sir or Madam,

With reference to your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number, as given in the SCC]* for the Contract Price of the equivalent of *[insert amount in numbers and words] [insert name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

*[Insert one of the following (x) or (y) options if applicable]*

(x) We accept that *[insert name proposed by Bidder]* be appointed as the Adjudicator.

(y) We do not accept that *[insert name proposed by Bidder] be* appointed as Arbitrator, and by sending a copy of this Notification of Award to *[insert name of the Appointing Authority] we* are hereby requesting *[insert name]*, the Appointing Authority, to appoint the Arbitrator in accordance with SCC 7.

The Contract in duplicate is attached hereto. Kindly be advised of the following:

a) Please confirm your acceptance of this Notification of Award by signing and dating both copies of it, and returning one copy to us no later than 15 days from the date hereof;

b) Please report to this office to sign the formal Contract Agreement within 15 (fifteen) days of the date of this Notification of Award.

c) Prior to the signing of Contract Agreement, you are required to submit performance security in the form of a Bank Guarantee/demand draft/cash warrant as per ITB clause 42 and GCC clause 17. The performance security may be submitted in advance or at the time of signing the contract agreement. The bank guarantee/demand draft/cash warrant should be in favour of (*insert appropriate name and designation*).

d) The stipulated commencement of the work shall be reckoned from the date of Contract signing. Kindly acknowledge the receipt of this letter.

Yours sincerely,

[ xyz]

## *Form 2: Contract Agreement*

This agreement is made the *[insert day]* day of *[insert month]*, *[insert year]* between *[insert name and address of Employer]* (hereinafter called "the Employer"), of the one part, and *[insert name and address of Contractor]* (hereinafter called "the Contractor") of the other part.

Whereas the Employer desires that the Contractor execute *[name and identification number of Contract]* (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

a) In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the contract documents referred to.

b) The following documents shall be deemed to form and be read and construed as part of this Agreement:

i. The Notification of Award
ii. The Bid Submission Form
iii. The addenda Nos. (*insert addenda number if any*)
iv. The General Conditions of Contract
v. The Special Conditions of Contract
vi. The Technical Specifications
vii. The Drawings
viii. The Schedules

c) In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

d) The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

e) This Agreement shall prevail over all other Contract documents.

In Witness whereof the parties thereto have caused this Agreement to be executed on the day, month and year indicated above.

Sign & Seal of Contractor _____

Sign & Seal of witness of Contractor: _____

Sign & seal of Employer authorized representative:

Binding signature of Employer's representative's signature:

## *Form 3: Bank Guarantee for Contract Performance Security*

*[To be provided on the relevant legal document, as per applicable law, in the country of execution]*

Bank Guarantee No. .....

Date.....

To

[Employer's Address]

Dear Sir/Madam,

In consideration of Employer's name (hereinafter referred to as Employer which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s …… with its Registered/Head Office at ……(hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Letter of Award No…….. dated ……... valued at .....*[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]* ....., for …….. *(Insert Scope of Contract)* …… and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ten percent (10%) of the said value of the Contract to Employer.

We …….. *(insert Name and Address of the bank issuing the Guarantee)* ……. having its Head Office at …….. hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay Employer, on demand any and all monies payable by the Contractor to the extent of ……. *[insert amount of the Bank Guarantee and its currency]* …….. at any time up to ……@.....(day/month/year) without any demur, reservation, contest recourse or protest and or without any reference to the Contractor. Any such demand made by Employer on the Bank shall be conclusive and binding notwithstanding any difference between Employer and the Contractor or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without prior consent of Employer.

Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Contractor. Employer, shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in Employer or of any right which they might have against the Contractor and

to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between Employer and the Contractor or any other course of remedy or security available to Employer. The Bank shall not be released of its obligations under these presents by any exercise by Employer of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of Employer or any other indulgence shown by Employer or by any other matter or thing whatsoever which under the law would but for these provisions have the effect of relieving the Bank.

The Bank also agrees that Employer at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above, our liability under this guarantee is restricted to …… and shall remain in force up to and including …… and shall be extended from time to time for such period, as may be desired by M/s ……. on whose behalf this guarantee has been given.

All rights of Employer under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities after the above-mentioned date or from the extended date.

Dated this ……day of ……..20 …… at …….

Witness:

| | |
|---|---|
| …… | …… |
| (Signature) | (Signature) |
| …… | …… |
| (Name) | (Name) |
| …… | …… |
| (Official Address) | (Official Address) |

Authorized vide

Power of Attorney No…….

Date…….

| | |
|---|---|
| Note: | (@) This date shall be ninety (90) days beyond the scheduled end of Defect Liability Period of the last equipment covered under the Contract<br><br>(#) Complete mailing address of the Head Office of the Bank to be given |

## *Form 4: Bank Guarantee for Advance Payment*

*[To be provided on the relevant legal document, as per applicable law, in the country of execution]*

Bank Guarantee No. .....

Date.....

To

[Employer's address]

Dear Sir/Madam,

In consideration of the Employeral Corporation Ltd (hereinafter referred to as Employer) which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns having awarded to M/s..... with its registered/Head Office at ..... (Here-in-after referred to as the Contractor) which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns, a Contract by issue of Employer 's Notification of Award No. ……. dated ……. and the same having been unequivocally accepted by the Contractor resulting in a 'Contract', dated …… valued at …….....*[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]* ……. for …… *(insert Scope of Contract)* ……. (Hereinafter called the Contract) and Employer having agreed to make advance payment to the Contractor for performance of the above Contract amounting to .....*[insert currency and amount of the advance]* ....., as an advance against Bank Guarantee to be furnished by the Contractor.

We, ……. *[Insert name and address of the bank issuing Branch]* ……... having its Head Office at ……... (Hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay Employer immediately on demand any or all monies payable by the Contractor to the extent of ……. *[insert currency and amount of the advance]*…….at any time up to …….@……... without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by Employer on the Bank shall be conclusive and binding not withstanding any difference between Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. Employer shall have the fullest liberty, without affecting this guarantee to postpone from time to

time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants contained or implied in the Contract between the Employer and the Contractor or any other course or remedy or security available to Employer. The Bank shall not be released of its obligations under these presents by any exercise by Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of Employer or any other indulgence shown by Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to…… *[insert currency and amount of the advance]*…… and it shall remain in force up to and including …… and shall be extended from time to time for such period as may be desired by M/s …… on whose behalf this guarantee has been given.

All rights of Employer under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities after the above-mentioned date or from the extended date.

Dated this ……day of ……..20 …… at …….

Witness:

| | |
|---|---|
| …… | …… |
| (Signature) | (Signature) |
| …… | …… |
| (Name) | (Name) |
| …… | …… |
| (Official Address) | (Official Address) |

Attorney as per

Power of Attorney No: …….

Date…….

| | |
|---|---|
| Note: | (@) This date shall be ninety (90) days beyond the schedule date of Completion of the last Facility covered under the Contract. |

## *Form 5- Vendor Performance Management System (VPMS) Acceptance Form*

***(Applicable only for the winning bidder)***

To
[Employer's Name and Address]

Dear Sir/Madam,

With reference to our Bid dated.....for the work .....*[insert brief scope of Work]* .....against NIT No....., we hereby conform that we have read the provisions in Clause 27 regarding the VPMS and we hereby agree to abide by the provisions in the VPMS or do affirm as follows:

1. If our bid is accepted, we agree to be assessed as per the VPMS methodology adopted by Employer.

2. We accept the rating of VPMS depending on our performance and any action hereof.

3. We shall be liable for any breach of this undertaking and non- compliance to the provisions of VPMS.

**Sealed and signed**

## *Bill of Quantities (BoQ)*

*[Refer tender.bt for details]*

*Drawings*