འབྲུག་མི་སེར་ཆུ་ཞོན་གཞི་བཟུང་ཚད།

DRUK HOLDING & INVESTMENTS LTD.

GROUP STANDARD BIDDING DOCUMENT

WORKS

A dhi company

NIT No. TEN23010005 ***Date: 10th Jan 2022***

PART I: Notice Inviting Tender

1. ***Bhutan Telecom Limited*** invites eligible bidders to submit your ***e-bid*** for the Works ***Relocation of Monopole from Pamtso to Toorsa(WFMC).***

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 the following links:-***User manual for vendor registration-User manual for Bidding process.***

4. SBD Timeline

NIT No.	TEN23010005
Bid Submission & EMD Submission Date & Time	**On or before 17th Jan 2023 (12:00 hrs)** **Bid should be submitted before EMD submission**
Bid Opening Date & Time	**17th Jan 2023 (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 ***Regional Director, South Western Region, Phuentsholing*** 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 if applicable as per DHI procurement manual-Works
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. In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses shall be made in writing. A bid valid for a shorter period shall be considered non-responsive.

6. Bid Security

6.1. The bid shall be accompanied by a bid security of ***Nu. 0*** in the form of Cash Warrant/ Unconditional Bank Guarantee/ Banker Cheque/ Demand draft in the name of ***Chief Executive Officer***, ***Bhutan Telecom Limited***, ***Thimphu***, 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. The banking charges of the refund of the Bid Security shall be borne by the Company.

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

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

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

6.5 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 including all documents should be duly filled, signed and submitted electronically as ***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 Submission Form prescribed under Form: 1 of Part 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 Submission Form is not duly filled, signed and/or sealed by the bidder shall be rejected.

8. Submission deadline

8.1. The deadline for receipt of bid(s) by the Employer is **17th Jan 2023** ***at 12.00 hours***.

9. Bid Opening

9.1. The bid(s) will be opened in the presence of bidders or their representatives who choose to attend on ***17/1/2023 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.

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

11.1. 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.

12. Award of Contract

12.1. 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.

13. Performance Security

13.1. 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 upon issuance of notification of the award. Performance Security shall be valid till the handing-taking over of the works.

14. Variation

14.1. Introducing a Change

14.1.1. 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.

14.1.2. 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.

14.1.3. 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.

14.1.4. Notwithstanding **Error! Reference source not found.** and 14.1.3, no change made n ecessary 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.

14.1.5. 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%

14.1.6. 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.

15. Work Completion

15.1. The works and related services shall be completed within **3(three) months** from the date of issuance of Work Order/signing of the contract

16. Extension of time for Completion

16.1. 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.

17. Force Majeure

17.1. "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.

17.2. 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.

18. Liquidated Damage

18.1. 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 Contract price.

19. Payment Terms

19.1. 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.

20. Defect liability Period

20.1. The defects liability period shall be a period of minimum 6 months.

21. Vendor Performance Management System – NOT APPLICABLE

21.1. 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.

21.2. The bidders are required to sign the VPMS Acceptance Form attached as **Form 6** along with the bid. In case the bidder does not agree to sign the VPMS Acceptance Form, the bidder shall be liable for rejection.

22. Termination

22.1. 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.

22.2. 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

22.3. 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)

23. Suspension

23.1. 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.F

24. Governing Law

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

25. Dispute Resolution

25.1. 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.

PART III- FORMS

Form 1: Bid Submission Form

Date:

NIT No. ……..…….... and Title of Contract……...

To:

……..,

……..…….,

Employer

[*Address*]

We, the undersigned, declare that:

a) Having examined all the Bidding Documents (with reference ITB 10), including addenda *[insert list]*, we offer to execute the (*name and title of the contract/work*) in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of *BTN……. (In figures), Ngultrums……. (In words).*

b) This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

c) We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the Bidding Documents and specified in the Bidding Data Sheet.

d) We, including any subcontractors for any part of the Contract, have nationalities from eligible countries in accordance with ITB Clause 7;

e) We have no conflict of interest in accordance with ITB sub clause 5.2;

f) Our firm, its affiliates or subsidiaries—including any subcontractors for any part of the Contract—has not been declared ineligible under the laws or official regulations of Bhutan, in accordance with ITB Clause 6 and other relevant clauses.

g) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name & address of agent	Amount & Currency	Purpose of commission or gratuity

** If none, please state none*

h) Our duly executed Integrity Pact Statement is attached herewith.

j) We accept the vendor performance management system.

AUTHORIZED SIGNATURE: _____ (AFFIX LEGAL STAMP)

Name and title of signatory: .....

Name of Bidder: _____

Address: .....

Form 2: 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 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 (#) Complete mailing address of the Head Office of the Bank to be given

Form 4: 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.

INTEGRITY PACT

1: General

Whereas the (*name and designation of the official at Employer*) here in after referred to as the Employer one part, and (Mr.…… representing the (*name of person, the firm/construction Employer*) on the other part (hereafter referred to as the Bidder) here by execute this agreement as follows:

2. Objectives

Now, therefore, the employer and the Bidder agree to enter into this pre-contract agreement, here in after referred to as integrity pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into, with a view to:

2.1. Enable the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

2.2 Enable Bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors shall also refrain from bribing and other corrupt practices and the Employer shall commit to prevent corruption, in any form by their officials by following transparent procedures.

3. Commitments of the Employer

The Employer commits itself to the following:

3.1. The Employer hereby under takes that no official of the Employer, connected directly or indirectly with the Contract, shall demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the Contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

3.2. The Employer further confirms that its officials have not favored any prospective Bidder in any form that could afford an undue advantage to that particular Bidder during the tendering stage, and shall further treat all Bidders alike.

3.3 All the officials of the Employer shall report to the Chief Executive Officer, Employer, any attempted/completed violation of clauses 3.1 and 3.2.

3.4 Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the Contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the Contract would not be stalled.

4. Commitments of Bidders

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the Contract or in furtherance to secure it and in particular commits himself to the following:

4.1 The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, commission, fees, brokerage, any materials or immaterial benefit to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

4.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, commission, fees, brokerage, any material or immaterial benefit to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Employer for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other contract with the Employer.

4.3 The Bidder shall not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer of their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5 The Bidder shall not enter into any monetary dealings or transaction, directly, with any tender committee member, and if he does so, the Employer shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

5. Sanctions for Violation

The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offence by the Bidder, or any one, employed by him, or acting on his behalf,

shall be dealt with as per the provisions of the Penal Code of Bhutan, 2004, and the Anti – Corruption Act, 2006.

In the event of a breach, the Employer shall also take all or any one of the following actions, wherever required:

5.1 Immediately call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

5.2 Immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.

5.3 Forfeit the Earnest Money/security deposited with the Employer.

5.4 Recover all sums already paid to the Bidder.

5.5 Encash the advance bank guarantee and performance bond /warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Employer, along with interest.

5.6 Cancel all or any other Contracts with the Bidder.

5.7 Debar the Bidder from entering into any bid from the Employer as per the Debarment Rule.

6. Examination of Books of Accounts

6.1 In case of any allegation of violation of any provisions of this integrity pact or payment of commission, the Employer/authorized persons or relevant agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents and shall extend all possible help for the purpose of such examination.

7. Monitoring and Arbitration

7.1 The Employer shall be responsible for monitoring and arbitration of IP as per the procurement rules.

8 Legal Actions

8.1 The actions stipulated in this integrity pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceeding as.

9. Validity

9.1 The validity of this integrity pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the employer and the Bidder.

9.2 Should one or any provision of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties shall strive to come to an agreement to their original intentions.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it. Further, the information provided in this agreement is true and correct to the best of our knowledge and belief.

The parties here by sign this Integrity pact at (*name and location of place*) on (*dd/mm/yy*).

…….. …….

EMPLOYER BIDDER

Witness

1……... 1…….

Form 5: 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 6- Vendor Performance Management System (VPMS) Acceptance Form –NOT APPLICABLE

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 18 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