DRUK HOLDING & INVESTMENTS LTD.

# GROUP STANDARD BIDDING DOCUMENT

## WORKS

NRDCL
a dhi Company

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## Detailed Notice Inviting Tender

**Natural Resources Development Corporation Limited**

Forest Resources Division, NRDCL Head Office

Thimphu, Bhutan

Notice Inviting Tenders (NIT)

(Domestic Competitive Bidding)

For

**Resurfacing (Black Topping) of NRDCL parking area**

NIT No: NRDCL/HO/Engg-Sec/2024/806 Date: 08/07/2024

**Natural Resources Development Corporation Limited**, Employer invites sealed e-Bids from eligible Bidders meeting the qualification requirements for the construction of **Resurfacing (Black Topping) of NRDCL parking area** as per the scope of work mentioned hereinafter.

1.0 **NRDCL** would like to inform the interested contractors to kindly visit the website www.tender.bt for vendor registration and submit the bids online.

2.0 The user manual for vendor registration and bidding process is available on the downloads section of the website **www.tender.bt**

3.0 The brief scope of work is as under:

**i. Resurfacing**
**ii. Tack coating**
**iii. Sealing coating**
**iv. Pothole's repair**

4.0 Detailed specifications, scope of Work and terms and conditions are given in the Bidding Documents, which are available at the address given below as per the following schedule:

| | | |
|---|---|---|
| NIT No and name of the package | : | **NRDCL/HO/Engg-Sec/2024/806 (Resurfacing of NRDCL parking area)** |
| Estimated Cost of Works | : | **Nu. 1,736,000.00** |
| Bidding Documents shall be available from | : | From **08/07/2024** to **19/07/2024** on all working days From **5.00 am** to **17.00 hours** |
| Bid receipt date & time | : | Up to **19/07/24** by **17.00 hours** |
| Pre-bid meeting (if applicable) | : | ***NA*** |
| Bid opening date & time | : | On **22/07/2024** at **2:30 pm** at ***NRDCL HO*** |

| | | |
|---|---|---|
| Bidding Documents shall be available at | : | **www.tender.bt** |

5.0 Interested Bidders may obtain the bidding documents from **www.tender.bt**

6.0 Bidders should register themselves prior to bidding. The vendor registration manual is available at the downloads section of the website.

7.0 Issuance of bidding documents shall not automatically construe that the Bidder fulfils the Qualifying Requirements, which shall be determined during Bid evaluation based on data/documents submitted by the Bidder. Bids shall be submitted at the address given below and shall be opened in the presence of Bidder's representatives who choose to attend.

8.0 All Bids must be accompanied by Bid security for an amount of BTN **50,000** *[Fifty Thousand]* in the form of **Unconditional Bank Guarantee** enforceable by any financial institutions in Bhutan, and valid for **3 months from the bid opening date**. Bids not accompanied with an acceptable Bid security shall be rejected by Employer.

9.0 Qualification Requirement for Bidders shall be as specified in the Bidding Data Sheet (BDS).

10.0 Bidding Documents are not transferrable.

11.0 **Natural Resources Development Corporation Limited** reserves the right to accept or reject any Bid partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no Bidder shall have any claim arising out of such action of Employer.

12.0 The Bidders shall be required to complete the Works within the time for completion as specified in the SCC.

13.0 Address for Communication

(Bishal Subba)

**Civil Engineer**

Engineering and Mechanical Service Section

Forest Resources Division, NRDCL, HO

Email: bishal.subba@nrdcl.bt

WhatsApp/Phone: +97517940403

***For any queries please mail or message me at WhatsApp.**

# SECTION I – INSTRUCTIONS TO BIDDERS

# A. Introduction

## 1. Definitions and Interpretations

1.1. Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in the General Conditions of Contract.

## 2. Scope of Works

2.1. The scope of Works shall be as specified in Section VI, Technical Specifications or BDS. The name and identification number of the Contract is provided in the NIT.

## 3. Fraud and Corruption

3.1. As per the RGoB policy, Employer requires that the Bidders, Contractors and their Subcontractors shall observe the highest standards of ethics during the bidding process and execution of Contracts. The terms "Corrupt practice", "Fraudulent practice", "Collusive practice", "Coercive practice" and "Obstructive practice" shall be as per definition in GCC 1.6. In pursuance of this policy, the Employer:

a) will reject a Bid for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Contract in question;

b) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing contract;

c) will have the right to require that a provision be included in Bidding Documents and in contracts, requiring Bidders, Suppliers, Contractors and their Subcontractors to permit the Employer, any organization or person appointed by the Employer and/or any relevant RGoB agency to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Employer;

d) requires that Bidders, as a condition of admission to eligibility, execute and attach to their bids an Integrity Pact Statement in the form provided in Section III, Bidding Forms. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Bid; and

e) will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anti-Corruption Commission (ACC) of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant Agency.

3.2. Furthermore, the Bidders shall be aware of the provisions stated in GCC 1.6.

## 4. Eligible Bidders

4.1. A Bidder shall be an eligible individual, firm, incorporated legal entity or a Joint Venture of such entities under an existing agreement. A Bidder, and all parties constituting the Bidder, shall have the nationality of any country, subject to the restrictions specified in ITB. 4. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of the proposed subcontractors for any part of the Contract.

4.2. A Bidder shall not have conflict of interest. Any Bidder, found to have a conflict of interest, shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in the same bidding process if they:

a) or any of their affiliates are associated, or have been associated in the past, to provide consulting services for the preparation of the design, specifications and/or other documents to be used for the procurement of the Works to be executed pursuant to these Bidding Documents, or in any other way provided the consulting services in any aspect of the preparatory stages leading up to the issue of these bidding documents or hired/ proposed to be hired by Employer as Project Manager for the Contract implementation;

b) submit more than one Bid in this bidding process either individually or as a partner in the Joint Venture, except for alternative offers permitted under ITB. 15. Participation by a Bidder in more than one Bid shall result in rejection of all Bids in which the Bidder has participated. However, this does not limit the participation of a Bidder as a Subcontractor in another Bid or more than one Bid;

c) employ or otherwise engage, either directly or through any of their Affiliates, a Employer employee, spouse or any of the dependent parent of a Employer employee;

d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of Employer regarding this bidding process; or

e) have the same legal authorized representative for purposes of this Bid.

4.3. An Employer formed by the merger of two or more companies or divisions of such companies engaged in execution of Works as specified in the Bidding Documents can also participate provided the constituent companies or divisions before merger individually or jointly meet the stipulated qualification requirements fully.

4.4. If so, specified in the BDS, if a foreign/expatriate Bidder, who is currently not doing business within the Kingdom of Bhutan, is awarded the contract, the Bidder may be represented by an agent in the Kingdom of Bhutan. The agent shall be a legal entity, equipped and able to carry out the Contractor's obligations.

4.5. Where an agent is permitted to submit the Bid on behalf of the Foreign Bidder, payment of agency commission, if any, to the Foreign Bidder shall only be made in the local currency. The agent and the Foreign Bidder shall not be permitted to submit separate bids in the same bidding process. On the other hand, an agent shall not be allowed to work with and represent more than one party/Bidder.

4.6. In case of JVs with any of the Bhutanese Bidder the payment to the Bhutanese member of the JV for the services from within Bhutan shall be in local currency.

4.7. The Bidder shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

## 5. Exclusion of Bidders

5.1. A Bidder shall be ineligible for participating in this bidding process under the following circumstances:

a) The Bidders is insolvent or is in receivership or is a bankrupt or is in the process of being wound up; or has entered into an arrangement with the creditors; or

b) The Bidders' affairs are being administered by a court, judicial officer or appointed liquidator; or

c) The Bidder has suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or

d) The Bidder has been found guilty of professional misconduct by any competent authority as per law or any professional body; or

e) The Bidder has not fulfilled his obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which he is established or of the Kingdom of Bhutan; or

f) The Bidder has been declared by Employer or the Anti-Corruption Commission to be ineligible for participation in tenders on account of any fraud and/or corruption in competing or executing a Contract; or

g) The Bidder has been debarred/blacklisted from participation in public procurement by any competent authority as per law; or

h) As a matter of law or official regulation, the Royal Government of Bhutan (RGoB) prohibits commercial relations with the country of the Bidder. Such exception shall be specified in the BDS.

## 6. Joint Venture Bids

6.1. Bids submitted by a joint venture, if so, permitted in the BDS, formed by a number of legal entities as specified in the BDS subject to the condition that the total number of legal entities shall not exceed three (3) entities, shall comply with the following requirements:

a) The Bid shall be signed by an authorized signatory of the joint venture, who has been authorized by all the other members, so that the bid is legally binding on all members;

b) One of the partners shall be designated as leader who shall have the authority to conduct all business for and behalf of any and all members of the joint venture. This authorization shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories of the other members;

c) The leader shall be authorized to receive instructions for and on behalf of any and all members of the Joint Venture and the entire execution of the contract, including payment, shall be done exclusively with the leader;

d) All members of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with its terms; and

e) A copy of the agreement entered into by the joint venture members as per the format provided in the bidding documents shall be submitted with the Bid. In order for JV to qualify, either the lead partner must meet the minimum technical qualification requirements or can be met jointly by the JV partners, as specified in the BDS.

6.2. The financial qualification requirements however may be met jointly by the members of the JV subject to the condition that each member can independently meet at least the minimum financial qualification requirements as specified in the BDS. Failure to comply with this requirement will result in rejection of the Joint Venture's Bid.

6.3. A firm can be a member in only one joint venture; bids submitted by joint ventures including the same firm as member in more than one JV in the same bidding process shall be rejected.

## 7. Responsibility of Bidders

7.1. Employer shall not assume any responsibility regarding information gathered, interpretations or conclusions made by the Bidder or regarding information, interpretations or deductions the Bidder may derive from the data or any report furnished by Employer. Verbal communication or conversation with any employee of Employer either before or after the submission of Bid shall not affect or modify any of the terms or obligations contained herein.

7.2. It shall be the sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the performance of the Contract in the event of award.

# B. The Bidding Documents

## 8. Contents of Bidding Documents

8.1. The bidding documents includes the sections stated below together with any addendum/amendment to be issued in accordance with ITB. 12.

| | |
|---|---|
| Section I | Instructions to Bidders (ITB) |
| Section II | Bid Data Sheet (BDS) |
| Section III | Bidding Forms |
| Section IV | General Conditions of Contract |
| Section V | Special Conditions of Contract |
| Section VI | Technical Specifications |
| Section VII | Contract Forms |

8.2. The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents and shall be deemed to have carefully examined the bidding documents and also to have satisfied himself as to the nature, character and scope of work to be executed. Failure to furnish all information and documents required as per the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder's risk and may result in rejection of his bid.

## 9. Clarifications on Bidding Documents

9.1. The Bidder shall examine the bidding documents thoroughly in all respects and if any conflict, discrepancy, error or omission is observed, the Bidder may request clarification promptly. A prospective Bidder requiring any clarification on the bidding documents may notify Employer in writing by post or e-mail, to the address mentioned in BDS, not later than the date and time specified in BDS.

9.2. Employer shall issue clarification(s) as it may think fit in writing by post or e-mail prior to the deadline/ extended deadline for submission of Bids prescribed by Employer. All such clarifications shall form part of the bidding documents and shall accompany the Bidder's bid.

9.3. For the information of all Bidders, the clarifications shall also be uploaded on the Employer's and/or relevant website. The Bidders are advised to visit the website of the Employer from time to time in their own interest.

9.4. Bidders shall not be allowed to seek any clarification on the bidding documents in person or by telephone or other verbal means. Any queries sent by the Bidders after the date and time notified in the BDS or extended date, if any, shall not be entertained.

9.5. Should Employer deem it necessary to amend the bidding documents as a result of a clarification, it shall do so following the procedure under ITB. 12.

9.6. Any failure on the part of the Bidder to comply with the provisions under ITB 9 shall not excuse him/her for performing the works in accordance with the contract, in case of award.

## 10. Site Visit and Familiarization

10.1. The Bidder is advised to visit and examine the site and its surroundings where the Works are to be executed and obtain for itself on its own responsibility and risk, all information that may be necessary for preparing the Bid and entering into a Contract for execution of the Works. The costs of visiting the site shall be fully borne by the Bidder. Employer shall facilitate the site visit and Bidder is required to furnish advance intimation of his site visit.

10.2. The Bidder shall acquaint himself with the adequacy of local conditions and requirements including the approach roads to the site, adequacy of existing culverts, bridges and roads for the expected traffic, water and power supply, nature of ground and sub-soil conditions, water table level, river regime, river water levels and other details, geological and climatic conditions, local terrain, availability of labour and construction material, communication facilities, utility and labour conditions and shall not claim at any time after submission of the Bid or during the execution of the Contract that there was any lack of understanding with regard to the conditions imposed in the Contract or prevailing at the site.

10.3. In their own interest, the Bidders are required to familiarize themselves with the Income Tax Act, prevailing labour laws including laws and regulations governing engagement of labour for employment and deployment at site & other related acts and laws prevalent in the Kingdom of Bhutan. Further, the Bidders are required to comply with these acts/laws and other relevant provisions particularly with reference to the execution of the works.

10.4. Foreign Bidders shall familiarize themselves especially with the rules and regulation applicable to the foreign firms for carrying out business in the Kingdom of Bhutan.

## 11. Pre-Bid Meeting

11.1. A pre-bid meeting shall be conducted only if necessary to clarify doubts and concerns of the Bidders prior to submission of bids. The Bidders who have downloaded the bidding documents from the Employer's /relevant website shall attend pre-bid meeting to be held on the date, time and location specified in BDS.

11.2. Non-attendance at the pre-bid meeting shall not be a cause for disqualification of Bidders but at the same time shall not entitle them to raise any query at a later date.

11.3. Minutes of the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given together with any responses prepared after the meeting, shall be circulated to all Bidders who have downloaded the bidding documents.

11.4. Any modification to the bidding documents that may become necessary as a result of the pre bid meeting shall be made by Employer through the issue of an addendum pursuant to ITB. 12.

## 12. Amendment of Bidding Documents

12.1. At any time prior to the deadline for submission of Bids, Employer may amend the bidding documents by issuing an addendum/ corrigendum. This may be done either on Employer's own initiative or in response to clarification requests from any prospective Bidder.

12.2. The addendum/corrigendum shall be sent in writing either by post/ e-mail to all prospective Bidders. For the information of other Bidders, the addendum/amendments/corrigendum shall also be uploaded on the Employer/relevant website.

12.3. Employer shall assume that the information contained therein have been taken into account by the Bidder in its Bid and shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise by the Bidder.

12.4. Employer may, at its discretion, extend the deadline for submission of Bids pursuant to ITB. 25.2 to allow prospective Bidders reasonable time to take the addendum into account in preparation of their Bids. It would be in the interest of the Bidders to regularly visit the Employer website for information on any amendment or clarification to the bidding documents. Employer shall in no way be responsible for any ignorance of the Bidder about the amendment to the bidding documents.

## C. Preparation and Submission of Bids

### 13. Cost of Bidding

13.1. The Bidder shall bear all costs, direct or indirect associated with the preparation and submission of his bid (including site visits and attending pre-bid meetings) and Employer in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### 14. Language of Bid

14.1. The Bid, and all correspondence and documents related to the Bid shall be in English. Supporting documents and printed literature provided by the Bidder related to the Bid shall also be in English and if in any other language, should be translated to English. The English translation shall prevail on the interpretation.

### 15. Alternative Bids

15.1. Alternative bids shall not be considered, unless specifically allowed in the BDS. If so allowed, ITB. 15.1 and ITB. 15.2 shall govern, and the BDS shall specify which of the following options shall be allowed:

a) Option One: A Bidder may submit alternative bids with his base bid and Employer shall only consider the alternative bids offered by the Bidder whose bid for the base case was determined to be the lowest-evaluated bid, or

b) Option Two: A Bidder may submit an alternative bid with or without a bid for the base case. All bids received for the base case, as well as alternative bids meeting the Technical Specifications pursuant to Section VI, shall be evaluated on their own merits.

15.2. Alternative bids shall provide all information necessary for a complete evaluation of the alternative by Employer, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details.

## 16. Documents Constituting the Bid

16.1. The Bid shall comprise the following documents:

a) Bid submission forms and Bill of Quantities;
b) Bid Security in accordance with ITB. 22;
c) Integrity Pact Statement duly executed by the bidder, as per Form: 2 of Section III;
d) Relevant bidding forms;
e) Power of Attorney;
f) Documentary evidences establishing Bidder's Qualification stipulated in BDS;
g) Deviations sheet in accordance with bidding Form: 5 of Section III. No deviation, whatsoever, shall be permitted by Employer, to the provisions of the Bidding Documents listed in the BDS;
h) Alternative Bids if permitted in the BDS; or
i) Any other documents required in the BDS.

## 17. Bid Submission Forms

17.1. The Bidder shall submit the bid using the Bid Submission 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.

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

## 18. Bid Prices and Discounts

18.1. The Bidder shall fill in unit rates/ prices for all items of the Works described in the BoQ in figures. The unit rates/ prices quoted in the BoQ shall also be deemed to include any incidentals not shown or specified but reasonably implied or necessary for the proper completion and functioning of the whole specified item of the Works in accordance with the Bidding Documents and shall also deem to include the cost of construction of infrastructural facilities required for execution of the Contract and not included in the Works. The Contract shall be for the whole Works based on the unit rates and prices in the Priced BoQ submitted by the Bidder.

18.2. The unit rates/ prices quoted in the BoQ shall be inclusive of all taxes, duties, levies & charges payable in the Kingdom of Bhutan (including those levied on the construction material quarried from land owned by Employer or otherwise), as of thirty (30 days) days prior to the deadline for submission of Bids.

18.3. The total price at the bottom of the Priced BoQ shall be indicated both in figures and words.

18.4. If rebate/discount is offered, the overall discount in percentage shall be brought out in the Priced BoQ. Conditional rebates/discount, if any, offered by any Bidder shall not be considered during Bid evaluation.

18.5. The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Priced BoQ shall conform to the requirements specified below:

a) Items for which no rate or price is entered by the Bidder in the Priced BoQ shall not be paid by Employer when executed and shall be deemed covered by the other rates and prices mentioned in the Priced BoQ.

## 19. Contract Price Adjustment

19.1. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract or subject to variation, as specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected pursuant to ITB. 31 unless adjustable price quotations are permitted.

19.2. If, in accordance with the BDS, prices quoted by the Bidder are subject to adjustment during the performance of the Contract:

a) The prices quoted by the Bidder shall reflect changes in the cost of labour, material, etc. in accordance with the procedures specified in GCC.12.1

b) A Bid submitted with a fixed price quotation when Bids have been invited with price variation, will not be rejected, but the price adjustment will be treated as zero.

c) The estimated effect of the price adjustment provision applied over the period of execution of the Contract shall not be taken into consideration in Bid evaluation.

d) Employer shall indicate the name, source and origin of indices along with their base values and corresponding coefficients as per SCC.

## 20. Currencies of Bid

20.1. The unit rates and prices shall be quoted by the Bidder in any of the currency (ies) specified in the BDS.

20.2. The reference exchange rate (selling rate) prevailing on the day of Bid opening or the immediate preceding date as posted by the Royal Monetary Authority of the Kingdom of Bhutan shall be used for the conversion of prices.

20.3. The payment to the Contractor shall be made in the currency of Bid and any banking charges related to payment shall be borne by the Contractor.

## 21. Period of Validity of Bids

21.1. Bids shall remain valid till the date specified in the BDS. A Bid valid for a shorter period shall be liable for rejection by Employer as non-responsive.

21.2. 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.

21.3. The provisions of ITB 22 regarding discharge and forfeiture of Bid Security shall continue to apply during the extended period of Bid validity.

## 22. Bid Security

22.1. The Bidder shall furnish, as part of its Bid, a Bid Security in original form, denominated in the currency and the amount specified in the BDS.

22.2. The Bid Security shall at the Bidder's option, be in any forms stipulated in the BDS:

a) An unconditional and irrevocable Bank Guarantee as per the form; or
b) A Banker's Cheque/ Cash Warrant; or
c) A Demand Draft; or
d) Cash deposit in the Employer's bank account, only in case of exceptional circumstances.

22.3. Bid Security shall be issued by a reputable financial institution enforceable in any Banks in Bhutan;

22.4. Bid security shall be in its original form and copies shall not be accepted. Bid Security shall be valid for a period of thirty (30) days beyond the bid validity period, as extended, if applicable, in accordance with ITB. 21.2. Accordingly, the Bid security shall remain valid till the date specified in the BDS;

22.5. Any Bid not accompanied by adequate Bid Security shall be rejected by Employer as non-responsive.

22.6. Return of Bid Security:

a) The Bid Securities of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security pursuant to ITB. 40 and signing the Contract.

b) In case of single stage – two-envelope and two stage mode of tendering, Bid Security of non-responsive Bidders shall be returned immediately after technical evaluation.

22.7. The Bid Security shall be forfeited:

a) if a Bidder withdraws its Bid as a whole or in part during the Bid validity period; or

b) if the Bidder has been found practicing corrupt or fraudulent or collusive or coercive practices during bidding process; or

c) If the successful Bidder fails to:

i. accept the correction of its Bid Price pursuant to ITB. 32;

ii. sign the Contract in accordance with ITB 41; or

iii. furnish a Performance Security in accordance with ITB 40.

22.8. The Bid Security of a JV/C must be in the name of JV/C that submits the Bid.

## 23. Signing of Bids

23.1. The Bidder shall prepare ONE Original of the documents comprising the Bid as described in ITB Clause 18 and clearly mark it "ORIGINAL". In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

23.2. The original and all copies shall be typed or written in indelible ink and shall be signed by a person/persons duly authorized by the Bidder with official seal as per Form: 4 of Section III. However, any published document submitted along with the Bid shall be signed by the authorized signatory (ies) at least on the first page and last page of such document.

23.3. Any interlineations, erasures, overwriting, cutting or alteration shall only be valid if they are initialed by the authorized signatory (ies) to the Bid.

## 24. Submission of Bids

24.1. Each Bidder, including its affiliate, shall be permitted to submit only one Bid against a particular NIT. In case a Bidder and its affiliate have submitted separate Bids against the same NIT, such bids shall be rejected.

24.2. Bids shall be delivered by hand, courier or registered post or electronic means so as to reach Employer at the address specified in BDS on or before the date and time mentioned in BDS. Employer shall not be responsible for any delay in receipt of the bid where sent by post or courier.

24.3. In case of hand delivery, Bids shall be handed over to the Nodal officer at the address as specified in BDS.

24.4. The Bids shall be submitted in envelopes, signed and sealed in the manner stipulated hereunder or as mentioned in the BDS. The outer Envelope shall:

a) be marked "CONFIDENTIAL";
b) be addressed to the Employer provided in the BDS;
c) bear the Tender name and number; and
d) provide a warning not to open before the time and date for Bid Opening.

24.5. Single-Stage Two Envelope Process:

a) The inner Envelope- I shall contain:

i. Technical bids and be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder; and

ii. Be marked "ORIGINAL", "ALTERNATIVE" (if permitted) and "COPY"

b) The inner envelope –II shall contain:

i. Financial bids and be signed across their seals by the person authorized to sign Bid on behalf of the Bidder; and

ii. Be marked "ORIGINAL", "ALTERNATIVE" (if permitted) and "COPY".

24.6. Where bids are invited under the single stage single envelope, both technical and financial bid shall be in one envelope.

24.7. In addition to the identification required in ITB. 24.4, the inner envelopes shall indicate the name and address of the bidder, to enable the bid to be returned unopened in case it is declared late pursuant to ITB. 26.

24.8. If the outer envelope is not sealed and marked as above, the Employer shall assume no responsibility for the misplacement or premature opening of the bid.

24.9. In the two-stage process, bidders shall be advised to submit only the technical bids in the first stage. In the second stage, bidders shall be requested to submit both their technical bids as modified and agreed with the Employer and the financial bids based on the modified technical bids simultaneously in two separate sealed envelopes.

24.10. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the procedures specified in the BDS.

## 25. Deadline for Submission of Bids

25.1. Bids must be received by Employer in accordance with ITB. 24. In the event of the specified date for submission of Bids being declared a holiday for Employer, the Bids shall be received up to the specified time on the next working day. Such postponement of date shall not have any impact on the other dates specified in the Bidding Documents (i.e., bid validity and validity of bid security).

25.2. Employer may, at its discretion, extend the deadline for the submission of Bids/ opening of Bids by issuing an addendum and hosting the same on the website, in which case all rights and obligations of Employer and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

25.3. In the event of the deadline for submission of Bid extended by Employer, the Bidders who have already submitted their Bids within the original deadline of submission shall have the option to submit their revised Bid in substitution either in full or in part of earlier Bid. In the absence of a revised Bid, the original Bid shall be considered for opening and subsequent evaluation if otherwise in order. Wherever, the Bidder has submitted the revised Bid in modification of earlier Bid, the earlier Bid shall be returned unopened to the Bidder.

## 26. Late Bids

26.1. Any Bid received by Employer after the bid submission deadline shall be declared late, rejected and returned unopened to the Bidder.

## 27. Withdrawal, Substitution or Modification of Bids

27.1. 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.

27.2. The substitution or modification of the Bid must accompany the respective written notice and must be:

a) Submitted in accordance with ITB. 26 and, in addition, the respective cover envelopes shall be clearly marked "SUBSTITUTION" or "MODIFICATION;" and

b) Received by Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB. 24.

27.3. 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 in the BDS or any extension there of pursuant to 21.2.

27.4. Withdrawal, substitution or modification of a Bid between the deadline for submission of Bids and expiry of the period of bid validity (or any extension thereto) shall result in the forfeiture of the bid security pursuant to ITB.24.5.

27.5. If the lowest evaluated Bidder withdraws his Bid between the periods specified pursuant to ITB.29.4, the bid security of the Bidder shall be forfeited.

## D. Bid Opening, Evaluation and Comparison

### 28. Bid Opening

28.1. Employer shall conduct the bid opening at the address, date and time specified in the BDS. Any specific electronic bid opening procedures required if electronic bidding is permitted shall be as specified in the BDS.

28.2. Bidders or their authorized representatives (not more than two) shall be allowed to attend the bid opening. Bidders who chose to attend shall sign the attendance sheet provided in the record of Bid opening with their name, designation, firm name and phone number or any other particulars as may be required. Bidders who chose to attend the opening shall not be allowed to speak on matters related to the Bid until and unless required by the committee members or by seeking permission from the Chairperson by raising hand. Bidders who have any complaint with regard to the Bid opening shall write in the complaint sheet and duly sign the sheet.

28.3. The written withdrawal notices duly signed by an authorized representative of the Bidder for withdrawal of Bids, if any, shall be opened first and read out and such Bids shall be returned to the Bidder unopened.

28.4. The written substitution/ modification notices duly signed by an authorized representative of the Bidder in accordance with ITB. 27.1 shall be opened and read out and the corresponding cover envelopes, which are marked "SUBSTITUTION"/ "MODIFICATION" shall be opened and exchanged with the corresponding Bids being substituted/modified. The substituted/modified bids shall not be opened, but returned to the Bidder.

28.5. Cover envelopes of all other Bids shall be opened one at a time. Bids not accompanied by requisite Bid Security, or other documents and information as detailed in ITB. 16 shall be rejected and returned to the Bidder.

28.6. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's representatives' signature on the record shall not invalidate the contents and effect of the record.

28.7. In the case of Single Stage Two Envelope Bids, the technical bid shall be opened on the bid opening date. The date for opening the Financial Bid shall be intimated to the Bidders whose Bid is found responsive in the techno-commercial evaluation.

## 29. Confidentiality

29.1. Information relating to the examination, evaluation, comparison of Bids, and recommendation of Contract Award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.

29.2. Any effort by a Bidder to influence the Employer in the examination, evaluation, comparison and post qualification of the Bids or Contract Award decisions may result in the rejection of its Bid.

29.3. Notwithstanding ITB 29, 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.

## 30. Clarification of Bids

30.1. To assist in the examination, evaluation, comparison and post-qualification of the Bids, Employer may, at its discretion, ask any Bidder for a clarification on its Bid including justification and breakup of the rates and prices quoted. Any clarification submitted by a Bidder that is not in response to a request by Employer shall not be considered. Employer's request for clarification and the response thereto shall be in writing and shall be delivered by email/post/hand delivery.

30.2. No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by Employer in the evaluation of the Bids, in accordance with ITB. 32.

## 31. Preliminary examinations of Bids and determination of responsiveness

31.1. The Employer shall examine the Bids to confirm that all documents and information requested in ITB 16 have been provided, and to determine the completeness of each document submitted.

31.2. Prior to the detailed evaluation of bids, the Employer shall determine whether each bid (a) meets the eligibility criteria defined in ITB 4; (b) has been properly signed; (c) is accompanied by the Bid Security; and (d) is substantially responsive to the requirements of the bidding documents.

31.3. A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

31.4. If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## 32. Correction of Arithmetical Errors in Price Bid

32.1. 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.

32.2. 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.

32.3. 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.

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

32.5. 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.

32.6. 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.

## 33. Detail Evaluation and Comparison of Bids

33.1. The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive. To evaluate a Bid, the Employer shall only use the factors, methodologies and criteria defined in ITB 33. No other criteria or methodology shall be permitted.

33.2. To evaluate and compare Bids, Employer shall consider the following:

a) the final bid price, as quoted in accordance with ITB. 18 in the priced BoQ;

b) price adjustment for correction of arithmetic errors in accordance with ITB. 32;

c) price adjustment due to discounts offered in accordance with ITB. 18;

d) the cost of withdrawal of declared deviations as per Form: 5 of Section III and in accordance with ITB. 33.4;

e) adjustments due to the application of the evaluation criteria specified in the BDS or those set out in the Evaluation and Qualification Criteria uploaded in the Employer's/relevant website; and

f) adjustment due to the application of a margin of preference, in accordance with ITB 34, if applicable.

33.3. Employer's evaluation of a bid shall exclude and not take into account any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.

33.4. The evaluation shall be based on the evaluated cost of fulfilling the Contract in compliance with all commercial, contractual and technical obligations under the Bidding Documents. In arriving at the evaluated cost, the price for withdrawal of deviations shown in Form: 5 of Section III of the bid shall be used. Where necessary, if cost of withdrawal of any deviation is not given in Form: 5 of Section III, the Employer shall make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of Bids.

33.5. For the purpose of comparison, the total price offered by Bidders shall be calculated based on ITB. 33. Employer shall compare the total price offered by all substantially responsive bids of qualified Bidders to determine the lowest evaluated Bid.

33.6. 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. 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. 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.

33.7. Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for Employer shall not be taken into account in Bid evaluation.

## 34. Margin of preference

34.1. If specified in the BDS, domestic Contractors may receive a margin of preference in during evaluation, for which this clause shall apply.

34.2. A domestic Bidder shall provide all evidence necessary to prove that it meets the following criteria to be eligible for a margin of preference in the comparison of its Bid with those Bidders who do not qualify for the preference. A domestic Bidder shall:

a) be registered within Bhutan, constituted under and governed by the civil, commercial or public law of Bhutan, and have its statutory office, central administration or principal place of business there;
b) have majority ownership by nationals of Bhutan;
c) not subcontract more than twenty percent (20%) of the initial Contract Price, excluding provisional sums, to foreign contractors, suppliers and/or

consultants.

34.3. Joint Ventures, Consortia and Associations of domestic firms may be eligible for the margin of preference provided that:

a) the individual partners satisfy the criteria of eligibility of ITB 34.2 (a) and (b);

b) the JV/C/A is registered in Bhutan;

c) the JV/C/A does not subcontract more than ten percent (10%) of the initial Contract Price, excluding provisional sums, to foreign firms; and

d) the JV/C/A satisfies any other criteria specified for the purpose of domestic preference eligibility, as specified in the BDS.

34.4. The procedure used to apply the margin of preference shall be as stipulated in the BDS.

## 35. Subcontracting

35.1. Unless otherwise stated in the BDS, Employer does not intend to execute any specific elements of the Works by subcontractors. If permitted, Bidders may propose subcontracting for part of works as specified in the BDS.

## 36. Employer's Right to Accept Any Bid and to Reject Any or All Bids

36.1. Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders or any obligation to inform the affected Bidders of the grounds for such action of the Employer.

# E. Award of Contract

## 37. Award Criteria

37.1. Employer shall award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated Bid, further provided that the Bidder is determined to be eligible and qualified and has the capacity and capability to fulfil the contract in accordance with relevant provisions of the bidding document.

## 38. Notification of Award

38.1. Prior to the expiry of the period of bid validity, Employer shall notify the successful Bidder, through a Notification of Award (NoA) as per Form: 1 of Section VII in writing, that its bid has been accepted indicating the award price. The successful bidder shall return a copy of the Notification of Award to Employer after duly recording "Accepted Unconditionally" under the signature of the authorized signatory within seven (7) days of the date of notification of award.

38.2. Until a formal contract is prepared and executed, the NoA shall constitute a binding contract between the successful Bidder and Employer.

38.3. Upon the furnishing of performance security pursuant to ITB.40 by the successful Bidder, Employer shall:

a) Promptly notify each unsuccessful Bidder and return their bid security; and
b) Publish a notification of award on its website.

## 39. Debriefing by Employer

39.1. On receipt of Notification of Award, an unsuccessful Bidder has three (3) working days to make a written request to Employer for a debriefing. Employer shall provide a debriefing to all unsuccessful Bidders whose request has been received within this deadline.

39.2. Where a request for debriefing has been received within the deadline, Employer shall provide a debriefing within five (5) working days.

39.3. Employer shall discuss only such Bid and not the bids of other competitors. The debriefing shall not include:

a. point-by-point comparisons with another Bid; and

b. information that is confidential or commercially sensitive to other Bidders.

39.4. The purpose of debriefing is to inform the aggrieved Bidder of the reasons for lack of success, pointing out the specific shortcomings in its bid without disclosing contents of other bids.

## 40. Performance Security

40.1. Within thirty days (30) days after receipt of the Notification of Award the successful Bidder shall submit Performance Security equal to 10% of the Contract Price and in the form stipulated in the BDS, denominated in the type and proportions of currencies in the Notification of Award.

40.2. Failure of the successful Bidder to comply with the requirements of ITB. 40.1 and shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

40.3. Upon the successful Bidder's signing of the Contract and furnishing of the Performance Security pursuant to ITB 41.1, the Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and shall discharge the Bid Securities of the unsuccessful Bidders.

## 41. Signing of Contract

41.1. Upon accepting the Notification of Award (NoA), the successful Bidder shall submit the Performance Security and sign the Contract within thirty (30) days as per form 3 Section VII.

41.2. Where the Contract is not signed by both parties in person:

a) The Employer shall send to the successful Bidder a duly signed copy comprising of complete Contract documents and the NoA. These documents shall be signed by the successful Bidder or its duly authorized representative, together with the date of signature, in order for the Contract to be effective;

b) The NoA shall indicate the deadline within which the successful Bidder shall sign these documents with the date of signature and return a copy to the Employer, in accordance with the mode of delivery including electronic mode (e.g. scanned copy with electronic signature, etc.) as may be specified by the Employer in the NoA;

c) The Contract shall become effective from the date of signing these documents;

d) Failure of the successful Bidder to accept the award/ sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

## 42. Vendor Performance Management System (VPMS)

42.1. The performance of the Contractor shall be assessed as per the VPMS available in the Employer's website for the purpose of assessing the performance of the Contractor. In addition to this, any other Contractor performance rating system may apply, as applicable.

## 43. Complaint and Review

43.1. If the Bidder has or is likely to suffer, loss or injury due to breach of a duty imposed on the Employer by the provisions of this bidding document, the Bidder shall submit the complaint in writing to the Employer within five (5) days from the date of Notification of Award.

43.2. The Head of Procuring Agency shall, within 5 days after the submission of the complaint, issue a written decision.

# SECTION II – BID DATA SHEET

## BID DATA SHEET

Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

| ITB | Particulars |
|---|---|
| 4.4 | The Bidder ***is not*** required to be represented by an agent in Bhutan. |
| 5.1(h) | Insert names of the countries from which contracting of works or any payments to persons or entities in that country are prohibited.<br>Name of the countries: ***Nil*** |
| 6.2 and 6.12 | Joint Venture/Consortium (JV/C) Bids are permitted: ***No*** |
| 9.1, 9.4 and 12.1 | For Bid clarification purposes, the Employer's address is:<br>(Bishal Subba)<br>Civil Engineer, Engineering and Mechanical Service Section, Forest Resources Division, NRDCL head Office.<br>Phone number: +97517940403<br>Electronic mail: bishal.subba@nrdcl.bt<br><br>Bid clarification request will be received on or before:<br>Time: ***9.00 am to 17.00 hours***<br>Date: ***15/07/2024*** |
| 11.1 | A pre-bid meeting ***shall not*** take place at the following: |
| 15.1 | Alternative Bids ***shall not be*** permitted. |
| 16.1 (i) | The Bidder shall submit with its Bid the following additional documents:<br>a*) Valid Trade License;*<br>*b) Latest Tax Clearance Certificate;*<br>*c) Valid CDB registration certificate;*<br>*d) Integrity Pact*<br>*e) Bid Submission form.* |
| 16.1 (g) | Deviation to any of these clauses anywhere in the Bid shall not be permitted:<br>i. GCC 1.4: Governing Laws<br>ii. GCC 19: Settlement of Disputes<br>iii. GCC 13: Contract Price<br>iv. GCC 3.2: Performance Security<br>v. GCC 15.4: Patent Indemnity<br>vi. GCC 10.3: Defect Liability |

| | |
|---|---|
| | vii. GCC 15.5: Limitations of Liability<br>viii. GCC 8.1: Time for Commencement and Completion |
| 19.2 | The prices quoted by the Bidder ***shall not*** be adjustable. |
| 20.1 | The Currencies of Bid shall be: ***Bhutanese Ngultrum*** |
| 21.1 | The Bid validity period shall be ***ninety (90)*** days from the last date of bid submission i.e., up to **15th Oct 2024.** |
| 22.1 | The Bidder shall furnish a bid security in the amount of ***Nu.50,000 (Fifty Thousand)*** |
| 22.2 | The Bid Security shall be provided in an **Unconditional and irrevocable Bank Guarantee** issued/enforceable by any Financial Institutions in Bhutan: |
| 22.4 | The Bid Security shall be valid till **15th *October 2024*** |
| 23.1 | In addition to the original Bid, the number of copies is: ***0 (zero)*** |
| 24.3 | For the purpose of bid submission only, the Employer's address is*:*<br>***Bishal Subba***<br>***Civil Engineer***<br>***EMSS, Forest Resources Division***<br>***NRDCL, Head Office***<br>***+97517940403***<br>***bishal.subba@nrdcl.bt*** |
| 24.4 | The mode of tendering is<br>1. Single Stage Single Envelope<br>The bids shall be submitted via www.tender.bt as per the bidding manual at the downloads section of the website. |
| 24.10 | The bids shall be submitted at www.tender.bt |
| 28.1 | The Bid Opening shall take place at:<br>Venue: ***Medium Conference Hall***<br>Date: **16th July 2024**<br>Time (BST): ***2:30 pm BST*** |
| 33 | The bid evaluation will be **100% financial** |
| 34.1 | Margin of domestic preference of ten percent (10%) ***shall not*** apply |
| 34.4 | |
| 35.1 | The ceiling for sub-Contractor's participation and conditions are: ***sub-contracting is not allowed*** |
| 40.1 | The Performance Security shall be provided in **Unconditional Bank Guarantee** issued by a reputable Financial Institution and enforceable in any Banks in Bhutan: |

# 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) |

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

### INTEGRITY PACT

1: General

Whereas the **General Manager, Forest Resources Division, NRDCL** 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 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:<br>Name of the contact person:<br>Designation:<br>Address:<br>Telephone:<br>E-mail Address: |

| | |
|---|---|
| | 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:

Place:

(Signature).....

(Name).....

(Designation).....

(Seal).....

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

## FORM 6: 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 7: BILL OF QUANTITIES

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

a) *To provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and*

b) *When a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.*

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

*Daywork Schedule*

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

a) *A list of the various classes of labour, materials and Constructional Plant for which basic Daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor shall be paid for work executed on a Daywork basis.*

b) *Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision and other charges.*

*Provisional Sums*

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

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

## FORM 8: PRICE ADJUSTMENT DATA

NIT No: ……

To,

[Name, Designation and address of Employer]

Dear Sir,

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

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

Date: Signature.....

Place: Name.....

Designation.....

Seal.....

Note:

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 than one.*

# SECTION V – SPECIAL CONDITIONS OF CONTRACT

## Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

| GCC Clause Ref., if any | Particulars |
|---|---|
| 1.1.1 (ii) | The Employer is ***Natural Resources Development Corporation Limited*** |
| 1.1.1 (xxvii) | The Project Manager shall be: ***CIVIL ENGINEER NRDCL HO.*** |
| 8.1.1 | The intended time for completion of works is **2 weeks** |
| 8.1.1 | The commencement date shall be ***as per work order*** |
| - | The date of site possession shall be ***as per the work order*** |
| 1.4.4 | The language of the contract is ***English***<br>The law that applies to the Contract is the law of the Kingdom of Bhutan |
| 1.1.1 (xxix) | The Site is located at ***NRDCL Head office, Thimphu*** |
| 1.1.1 (xxxi) | Completion of Works shall be attained within ***2 Weeks*** |
| - | The following documents also form part of the contract:<br>***1. contractors commitment letters if any***<br>***2. Official correspondences between NRDCL and the Contractor*** |
| - | The scope of the work is ***as per the bill of quantities or activity schedule*** |
| - | Sectional completions are ***not applicable*** |
| 4.1 | Sub-Contracting ***is not allowed*** |
| 1.3.2 | For notices, the addresses shall be:<br>For the Employer:<br>Attention: ***Bishal Subba***<br>Address: ***Engineering and Mechanical Service Section, Forest Resources Division, NRDCL, Head Office, Thimphu***<br>Telephone: ***+97517940403***<br>E-mail address: ***bishal.subba@nrdcl.bt*** |
| 2.3.4 | The list of manpower, equipment, raw material etc. to be provided by the Employer: ***Not Applicable*** |
| 3.1.6 | The information board shall be ***6X4 feet*** made of Ply wood/aluminium/steel with following details: (i) Name of Work: (ii) Start and Completion Date: (iii) Value of Work: (iv) Name of Contractor: (v) Name of Employer. |
| 3.2.1 | The amount of the Performance Security shall be: **10% of the contract price** and shall be valid for **30** days beyond the completion period. However, |

| | |
|---|---|
| 3.2.3 | incase of delays in completion of works, the validity of the contract performance security including additional performance security (if any), submitted by the contractor shall be extended before the expiry of the validity.<br>The performance security shall be submitted in the form of **Unconditional Bank Guarantee** issued/enforceable by any Financial Institutions in Bhutan: |
| 3.2.2 | *For Contracts not deducting retention money, the Contractor shall extend the validity of the performance security until 30 days beyond defect liability period (DLP) before the release of final bill payment.* |
| 3.12.1 | The temporary utilities ***will not*** be provided by Employer |
| 5.1.1 | Key Personnel:<br>The amount to be deducted for the key personnel not employed by the Contractor for each personnel shall be<br>**1. Tier I = Nu. 30,000.00 per month, 2. Tier II = Nu. 20,000.00 per month, Tier III = Nu. 15,000.00 per month** |
| 5.3.3 | The amount to be deducted for the equipment not available at site is<br>**1. Tier I = Nu. 960,000.00 per month i.e Nu.4000/Hr, 2. Tier II = Nu. 120,000.00 per month i.e Nu.4000/day 3. Nu.12,000 per month** |
| 8.4.1 | The applicable rate for liquidated damages for delay shall be ***0.15 % of the initial contract price per day***<br>The maximum amount of liquidated damages shall be: ***10% of the initial contract price.*** |
| 9.2.7 | The permanent information board shall be ***Not applicable*** (*insert appropriate size of the board*) and of ***Not applicable*** (*specify a durable material example marble, concrete, wood*) with following details:<br>(i) Name of Work:<br>(ii) Completion Year:<br>(iii) Constructed by:<br>(iv) Name of Employer: |
| 10.1.1<br><br>10.3.2 | The Defect Liability Period shall be ***12 months from the date of taking over of the work*** |
| 12.1.2 | Fixed component of the Base Contract Price (F) = ***Not applicable***<br>Variable components of the Base Contract Price:<br>1. Labour (l) ***Not applicable***<br>2. Materials(m)= ***Not applicable*** |
| 13.1.1 | The Contract Price ***is not*** adjustable. |
| 13.2.1 (a) | The Mobilization Advance Payment shall be a maximum of ten percent (**10%**) of the Contract Price against the submission of **Unconditional Bank Guarantee** issued by a reputable financial institution and enforceable by any Banks in Bhutan. |

| | |
|---|---|
| 13.2.2 (a) | The secured advance shall not be more than seventy-five (**75%**) of the cost of materials delivered at the site of work, which shall be supported by the original invoices/bills.<br>The Contractor shall be entitled to secured advance against the following construction materials:<br>***NA*** |
| 13.4.2 | The present rate of tax deducted at source (TDS) of the gross value of the invoice is ***2%*** in case of Bhutanese Bidders. |
| 17.1 | The nature and content amounts and deductibles on insurance shall be as follows:<br>***The contractor shall be responsible for all the insurances.*** |
| 19.2.2 | Institution whose arbitration procedures shall be used:<br>For Contracts with Bhutanese Contractors<br>All disputes arising in connection with the present Contract shall be finally resolved by arbitration in accordance with the rules and procedures of the Alternate Dispute Resolution Act 2013. |
| - | Regardless of the length of the road, a maximum of **2** sites will be allocated to the lowest evaluated bidder in multiple tenders published together. The bidder will have the choice to select the sites and must provide their selections in writing within **2** days of receiving the offer letter from the employer. The remaining sites will be given to the second lowest evaluated bidder. |
| - | Full payment will be made only upon completion of all the works specified in the BoQ/Activity schedule. No compensation will be provided for additional work. Proportional deductions from the departmental estimates will be made for the purpose of payment reduction for any incomplete portions of the work. |
| - | The maximum number of works in hand a contractor can have is **3** |
| | The documents forming the Contract shall be interpreted in the following order of priority:<br>***1. Contract***<br>***2. Letter of Acceptance***<br>***3. Contractor's Bid***<br>***4. Special Conditions of Contract***<br>***5. General Conditions of Contract***<br>***6. Specifications***<br>***7. Drawings***<br>***8. Bill of Quantities***<br>***9. Any other document listed in the SCC as forming part of the contract*** |

# SECTION VI – TECHNICAL SPECIFICATIONS

## 1. SCOPE OF WORKS

a) *Construction of 3.00km Forest Road at Rodhungla FMU, Tang, Bumthang*
b) *Formation Cutting, levelling, earthen side drain, providing and laying Geotextile fabric of minimum 150gsm, edging and hand-packed soling, surface binding with earth and roller.*
c) *Completion time = 9 months*
d) *The site is located at Tang, Bumthang (refer kml file attached)*

## 2. TECHNICAL SPECIFICATIONS AND GUARANTEED TECHNICAL PARTICULARS

*All the works have to be carried out as per the specifications in Bhutan Schedule or rates (latest version), Labour and Material Coefficients (latest version) and Specifications for Building and Road Works (latest version).*

## 3. DRAWINGS

*1. Cross-section of Road with Geotextile*

*2. Road alignment*

*3. Hume pipe drawings at different side slopes*

*4. Gabion Wall*

*5. Design of passing place*

*6. Design of hair-pin bend*

*7. KML file with details*

# SECTION VII - CONTRACT FORMS

(Form No. 1 to Form No. 4)

*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:

| | |
|---|---|
| ……<br>(Signature) | ……<br>(Signature) |
| ……<br>(Name) | ……<br>(Name) |
| ……<br>(Official Address) | ……<br>(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>(#) 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. |