STANDARD BIDDING DOCUMENT

Procurement of Small Works

र्ह्रम्प्यया पर्या र्श्वेटः क्षेत्ररः।



NAME OF WORK: Construction of 4unit Student PF Toilet(Girl's) at Mendrelgang Central School

Tender Sale: From 18.02.2019 To 27.02.2019

Date & Time		Place	
Bid Submission	27.02.2019, Before 10.00 AM	Procurement office, Tsirang	
Bid Opening	27.02.2019, at 10.30 AM	Dzongkhag Conference Hall, Tsirang	

	Date	То
Bidding Documents		Available in <u>www.tsirang.gov.bt</u> or
Issued		www.cdb.gov.bt

INVITATION FOR BID (IFB)



MEC' 「ロロ」「ロケロ」 ディー DZONGKHAG ADMINISTRATION TSIRANG



"Towards Quality Infrastructure"

DAT/DES-10/2018-2019/ 260

Date: 15th February 2019

Invitation for Bids

The Dzongkhag Administration, Tsirang invites sealed Bids from eligible and qualified Bidders for the execution of following work;

S.no	Name of Work	Estimate Amount(Mn	Contrac Duration		Categor	y Sale Date
1	Minor maintenance and conversion of Administrative block to Traditional Medicine Unit	Nu.0.497	. 3 Months	(1,14)	W3/S	18-27/2/20
2	Construction of Water Reservoir tank at Shemiong BHU	Nu. 1.32	3 Months	26,500	W1/S	-
3	Construction of 2 unit toilet and Renovation of old MPH at Shemjong Pry School	Nu. 4.378	9 months		W3/M	18-27/2/201
4	Remodeling of cottage (Stone &Mud wall) & Conversion of old Generation House into Staff quater at Damphu Center School	Nu. 2.91	8 months	58,200	W3 /S	18-27/2/201
5	Maintenance works at Dratsang	Nu.0,852		+		
6	Construction of 4 Unit toilet at Tsiringtoed Central School.	140.0,832	1.5 months	17,100	W4/S	18-27/2/2019
7	Construction of 4units PF Toilet at Mendrelgang CS (Boys)	Nu.1.086	3 Months	22,000	W3 /S	18-27/2/2019
	Development of playeround and	Nu 0 480	2 months	9,600	W3/S	18-27/2/2019
8	sergithang PS under Sergithang Gewog	Nu 2.201	3 months			18-27/2/2019
9	Maintenance of RNR staff Quarter drainage system at Sergithang under Sergithang Gewog	Nu.0.349	3 months	44,000	W1/S	18-27/2/2019
0	Site development work at patsaling BHU			7,000	W3/S	
1	Installation of Compound light at DVH	Nu. 0.371	2 months	7,400	W1/S	18-27/2/2019
2	Electrification & Maintenance of Dzong bacho	Nu .0.633	1.5 months	13,000	W4/S	18-27/2/2019
3	Development of playground at Tsholingkhar PS	Nu.0.455	1.5 months	9,100	W4/S	18-27/2/2019
1	Construction of 6 Unit Classroom	Nu 2.68	3 months	54,000	W1/S	18-27/2/2019
1	Electrification & Landscaping of	Nu 12.311	12 months	246,500	W3/M	18/2-19/3/2019
1	Re-electrification and maintenance	Nu. 1.743	3 months	35,000	W4/S	18-27/2/2019
(Quarter Staff	Nu.0.758	3 months	1.7.200		18-27/2/2019
N	Construction of 4units PF Toilet at Mendrelgang CS (Girls)		2 months	13,300	W3/S W3/S	18-27/2/2019

- Bidding will be conducted through the limited Competitive Bidding procedures specified in the RGoB Procurement Manual, and are open to all Bidders from Countries as defined in Section III of the Bidding Documents.
- A complete set of Bidding Documents can be downloaded by interested bidders from the Dzongkhag website www.tsirang.gov.bt and www.cdb.gov.bt w.e.f. 18th February 2019.





TSIRANG "Towards Quality Infrastructure"

- 3. Bids must be delivered to the Procurement section, Dzongkhag Administration, Tsirang on or before 10.00 AM on 27/02/2019. Electronic bidding "shall not" be permitted. Late bids will be rejected. Bids will be opened physically in the presence of the bidders' representatives who choose to attend in person at Dzongkhag Conference hall on 27/02/2019 at 10.30 AM
- All Bids shall be accompanied by a Bid Security of as mentioned above drawn in favors of Dasho Dzongda, Administration, Tsirang and will have to be in any one of the forms as specified in the bidding document and should be valid for 30 days beyond bid validity.

(Pema) DZONGDA

- CDBO, Dzongkhag Adm. Tsirang for information
- Planning Officer, Dzongkhag Adm. Tsirang for information FO, Dzongkhag Adm. Tsirang for information DE, Dzongkhag Adm. Tsirang for information.

 DHO, Dzongkhag Adm. Tsirang for information.

 DOO Dzongkhag Adm. Tsirang for information.

- DCO, Dzongkhag Adm. Tsirang for information.
- ICTO, Dzongkhag Adm. Tsirang for information.

 ICTO, Dzongkhag Adm. Tsirang, for uploading the bidding documents in dzongkhag website Procurement Officer, Dzongkhag Adm, Tsirang for Advertisement in kuensel
- Office Copy

Contents

	VITATIONS FOR BIDS (IFB) Error! Bookmark not def	
	tion 1: Instructions to Bidder (ITB)	
A.	General	
1.	Scope of Tender	
2.	Corrupt Fraudulent Collusive or Coercive Practices	
3.	Eligible Bidders	
_ 4.	Site Visit	
В.	Content of Bidding Document	
5.	Contents of Bidding Documents	
6.	Clarification of Bidding Documents	
7.	Amendment of Bidding Documents	
C.	Preparation of Bids	
8.	One Bid per Bidder	
9.	Bid Preparation Costs	
10.	Language of Bid	
11.	Documents comprising the Bid	
13.	Alternative Bid	
14.	Bid Price and Discount	. 9
15	Currencies of Bid and Payment	10
16	Documents comprising the Technical Proposal	
17	Documents establishing the Qualification of the Bidder	10
18	Bid Validity	
20	Format and Signing of Bid	10
D.	Submission and Opening of Bids	11
21	Sealing and Marking of Bids	
22	Bid Submission Deadline	11
23	Late Bids	11
24	Modification, Substitution or Withdrawal of Bids	
25	Bid Opening	11
E.	Tender Opening and Evaluation	
26	Confidentiality	12
27	Clarification	12
28	Bidder: Contacting the Employer	12
29	Determination of Responsiveness	12
30	Non Conformities, Errors and Omissions	12
31	Evaluation and Comparison of Tenders	
32.	Employer's Right to Accept or Reject any or all	13
F.	Contract Award	
33.	Award Criteria	
34.	Letter of Intent to Award the Contract/ Notification of Award	13
35.0	Complaints	14
	etion 2 - Bidding Data Sheet	
A.	General	
В.	Bidding Documents	
C.	Preparation of Bids	
D.	Submission and Opening of Bids	
F.	Award of Contract	
	tion 3 – Evaluation and Qualification Criteria	
	tion 4: Forms of Bid & Qualification Information	
	ard Form: Form of bid	
	ard Form: Oualification Information	

Standard Form: Letter of Acceptance 21 Bank Guarantee for Bid Security 22 Section 5. General Conditions of Contract 23 1. Definitions 23 2. Interpretation & Documents forming the Contract 23 3. Corrupt, Fraudulent, Collusive or Coercive Practices 24 4. Governing Language and Law 24 5. Engineer's Decision 24 6. Delegation 24 7. Communications and Notices 25 8. Sub-Contracting 25 9. Contractor's Personnel 25 10. Welfare of Labourers & Child Labour 25 11. Safety, Security and Protection of the Environment 25 12. Access to the Site 25 13. Documents, Information 25 14. Property 25 15. Insurance 25 16. Possession of the Site 25 17. Commencement of Works 25 18. Completion of Works 26 20. Early Warning 26 21. Compensation Events 26 22. Non-Scheduled Items of Works 26	Standard Form: Letter of Intent			
Bank Guarantee for Bid Security. 22 Section 5. General Conditions of Contract	Standar	rd Form: Letter of Acceptance	21	
1. Definitions 23 2. Interpretation & Documents forming the Contract. 23 3. Corrupt, Fraudulent, Collusive or Coercive Practices 24 4. Governing Language and Law 24 5. Engineer's Decision. 24 6. Delegation. 24 7. Communications and Notices. 25 8. Sub- Contracting. 25 9. Contractor's Personnel 25 10. Welfare of Labourers & Child Labour 25 11. Safety, Security and Protection of the Environment 25 12. Access to the Site. 25 12. Access to the Site. 25 13. Documents, Information. 25 14. Property. 25 15. Insurance 25 16. Possession of the Site. 25 17. Commencement of Works 25 18. Completion of Works 26 20. Early Warning 26 21. Compensation Events 26 22.				
2. Interpretation & Documents forming the Contract. 23 3. Corrupt, Fraudulent, Collusive or Coercive Practices 24 4. Governing Language and Law 24 5. Engineer's Decision. 24 6. Delegation. 24 7. Communications and Notices. 25 8. Sub- Contracting. 25 9. Contractor's Personnel. 25 10. Welfare of Labourers & Child Labour 25 11. Safety, Security and Protection of the Environment 25 12. Access to the Site 25 13. Documents, Information. 25 14. Property 25 15. Insurance. 25 16. Possession of the Site 25 17. Commencement of Works 25 18. Completion of Works 25 19. Programme of Works 26 20. Early Warning. 26 21. Compensation Events 26 22. Non-Scheduled Items of Works. 26 2	Sect	ion 5. General Conditions of Contract	22	
3. Corrupt, Fraudulent, Collusive or Coercive Practices 24 4. Governing Language and Law 24 5. Engineer's Decision 24 6. Delegation 24 7. Communications and Notices. 25 8. Sub- Contractory 25 9. Contractor's Personnel 25 10. Welfare of Labourers & Child Labour 25 11. Safety, Security and Protection of the Environment 25 12. Access to the Site 25 13. Documents, Information 25 14. Property 25 15. Insurance 25 16. Possession of the Site 25 17. Commencement of Works 25 18. Completion of Works 26 20. Early Warning 26 21. Compensation Events 26 22. Non-Scheduled Items of Works 26 23. Schedule of Works 26 24.	1.	Definitions	23	
3. Corrupt, Fraudulent, Collusive or Coercive Practices 24 4. Governing Language and Law 24 5. Engineer's Decision 24 6. Delegation 24 7. Communications and Notices. 25 8. Sub- Contractory 25 9. Contractor's Personnel 25 10. Welfare of Labourers & Child Labour 25 11. Safety, Security and Protection of the Environment 25 12. Access to the Site 25 13. Documents, Information 25 14. Property 25 15. Insurance 25 16. Possession of the Site 25 17. Commencement of Works 25 18. Completion of Works 26 20. Early Warning 26 21. Compensation Events 26 22. Non-Scheduled Items of Works 26 23. Schedule of Works 26 24.	2.	Interpretation & Documents forming the Contract	23	
5. Engineer's Decision. 24 6. Delegation. 24 7. Communications and Notices. 25 8. Sub- Contracting. 25 9. Contractor's Personnel. 25 10. Welfare of Laboueres & Child Labour. 25 11. Safety, Security and Protection of the Environment 25 12. Access to the Site. 25 13. Documents, Information. 25 14. Property. 25 15. Insurance. 25 16. Possession of the Site 25 17. Commencement of Works. 25 18. Completion of Works. 26 20. Early Warning. 26 20. Early Warning. 26 21. Compensation Events 26 22. Non-Scheduled Items of Works. 26 23. Schedule of Works. 26 24. Payment Certificates. 26 25. Payments and Currency 26 26. Retention. 27	3.			
6. Delegation. 24 7. Communications and Notices. 25 8. Sub- Contractor's Personnel. 25 9. Contractor's Personnel. 25 10. Welfare of Labourers & Child Labour. 25 11. Safety, Security and Protection of the Environment. 25 12. Access to the Site. 25 13. Documents, Information. 25 14. Property 25 15. Insurance. 25 16. Possession of the Site. 25 17. Commencement of Works. 25 18. Completion of Works. 25 18. Completion of Works. 26 20. Early Warning. 26 21. Compensation Events. 26 22. Non-Scheduled Items of Works. 26 23. Schedule of Works. 26 24. Payment Certificates. 26 25. Payments and Currency. 26 26. Retention. 27 27. Liquidated Damages. <t< td=""><td>4.</td><td>Governing Language and Law</td><td>24</td></t<>	4.	Governing Language and Law	24	
7. Communications and Notices 25 8. Sub- Contracting 25 9. Contractor's Personnel 25 10. Welfare of Labourers & Child Labour 25 11. Safety, Security and Protection of the Environment 25 12. Access to the Site 25 13. Documents, Information 25 14. Property 25 15. Insurance 25 16. Possession of the Site 25 17. Commencement of Works 25 18. Completion of Works 26 19. Programme of Works 26 20. Early Warning 26 21. Compensation Events 26 22. Non-Scheduled Items of Works 26 23. Schedule of Works 26 24. Payment Certificates 26 25. Payments and Currency 26 26. Retention 27 27. Liquidated Damages	5.	Engineer's Decision	24	
8. Sub- Contractor's Personnel 25 9. Contractor's Personnel 25 10. Welfare of Labourers & Child Labour 25 11. Safety, Security and Protection of the Environment 25 12. Access to the Site 25 13. Documents, Information 25 14. Property 25 15. Insurance 25 16. Possession of the Site 25 17. Commencement of Works 25 18. Completion of Works 26 19. Programme of Works 26 20. Early Warning 26 21. Compensation Events 26 22. Non-Scheduled Items of Works 26 23. Schedule of Works 26 24. Payment Certificates 26 25. Payment and Currency 26 26. Retention 27 27. Liquidated Damages 27 28. Performance Security 27 29. Price Adjustment 27	6.	Delegation	24	
9. Contractor's Personnel 25 10. Welfare of Labourers & Child Labour 25 11. Safety, Security and Protection of the Environment 25 12. Access to the Site 25 13. Documents, Information 25 14. Property 25 15. Insurance 25 16. Possession of the Site 25 17. Commencement of Works 25 18. Completion of Works 26 19. Programme of Works 26 20. Early Warning 26 21. Compensation Events 26 22. Non-Scheduled Items of Works 26 23. Schedule of Works 26 24. Payment Certificates 26 25. Payments and Currency 26 26. Retention 27 27. Liquidated Damages 27 28. Performance Security 27 29. Price Adjustment 27 30. Completion 27 <	7.	Communications and Notices	25	
10. Welfare of Labourers & Child Labour 25 11. Safety, Security and Protection of the Environment 25 12. Access to the Site 25 13. Documents, Information 25 14. Property 25 15. Insurance 25 16. Possession of the Site 25 17. Commencement of Works 25 18. Completion of Works 26 19. Programme of Works 26 20. Early Warning 26 21. Compensation Events 26 22. Non-Scheduled Items of Works 26 23. Schedule of Works 26 24. Payment Certificates 26 25. Payments and Currency 26 26. Retention 27 27. Liquidated Damages 27 28. Performance Security 27 29. Price Adjustment 27 30. Completion 27 31. Correction of Defects 27 <	8.	Sub- Contracting	25	
11. Safety, Security and Protection of the Environment 25 12. Access to the Site 25 13. Documents, Information 25 14. Property 25 15. Insurance 25 16. Possession of the Site 25 17. Commencement of Works 25 18. Completion of Works 26 19. Programme of Works 26 20. Early Warning 26 21. Compensation Events 26 22. Non-Scheduled Items of Works 26 23. Schedule of Works 26 24. Payment Certificates 26 25. Payments and Currency 26 26. Retention 27 27. Liquidated Damages 27 28. Performance Security 27 29. Price Adjustment 27 30. Completion 27 31. Correction of Defects 27 32. Taking Over 27 33. Pa	9.	Contractor's Personnel	25	
12. Access to the Site	10.	Welfare of Labourers & Child Labour	25	
13. Documents, Information 25 14. Property 25 15. Insurance 25 16. Possession of the Site 25 17. Commencement of Works 25 18. Completion of Works 26 19. Programme of Works 26 20. Early Warning 26 21. Compensation Events 26 22. Non-Scheduled Items of Works 26 23. Schedule of Works 26 24. Payment Certificates 26 25. Payments and Currency 26 26. Retention 27 27. Liquidated Damages 27 28. Performance Security 27 29. Price Adjustment 27 30. Completion 27 31. Correction of Defects 27 32. Taking Over 27 33. Final Account 27 34. Termination 28 36. Release from Performance 28 <td>11.</td> <td>Safety, Security and Protection of the Environment</td> <td>25</td>	11.	Safety, Security and Protection of the Environment	25	
14. Property 25 15. Insurance 25 16. Possession of the Site 25 17. Commencement of Works 25 18. Completion of Works 26 19. Programme of Works 26 20. Early Warning 26 21. Compensation Events 26 22. Non-Scheduled Items of Works 26 23. Schedule of Works 26 24. Payment Certificates 26 25. Payments and Currency 26 26. Retention 27 27. Liquidated Damages 27 28. Performance Security 27 29. Price Adjustment 27 30. Completion 27 31. Correction of Defects 27 32. Taking Over 27 33. Final Account 27 34. Termination 27 35. Payment upon Termination 28 36. Release from Performance 28 37. Force Majeure 28 38. Settlement of Disputes 29 Section 6. Special Conditions of Contract 30 Section 7 - Contract Forms 32	12.	Access to the Site	25	
15. Insurance	13.	Documents, Information.	25	
16. Possession of the Site 25 17. Commencement of Works 25 18. Completion of Works 26 19. Programme of Works 26 20. Early Warning 26 21. Compensation Events 26 22. Non-Scheduled Items of Works 26 23. Schedule of Works 26 24. Payment Certificates 26 25. Payments and Currency 26 26. Retention 27 27. Liquidated Damages 27 28. Performance Security 27 29. Price Adjustment 27 30. Completion 27 31. Correction of Defects 27 32. Taking Over 27 33. Final Account 27 34. Termination 27 35. Payment upon Termination 28 36. Release from Performance 28 37. Force Majeure 28 38. Settlement of Disputes 29 Section 6. Special Conditions of Contract 30 Section 7 - Contract Forms 32 Form-1 33 Form-2 33 Ban	14.	Property	25	
17. Commencement of Works 25 18. Completion of Works 26 19. Programme of Works 26 20. Early Warning 26 21. Compensation Events 26 22. Non-Scheduled Items of Works 26 23. Schedule of Works 26 24. Payment Certificates 26 25. Payments and Currency 26 26. Retention 27 27. Liquidated Damages 27 28. Performance Security 27 29. Price Adjustment 27 30. Completion 27 31. Correction of Defects 27 32. Taking Over 27 33. Final Account 27 34. Termination 27 35. Payment upon Termination 28 36. Release from Performance 28 37. Force Majeure 28 38. Settlement of Disputes 29 Section 6. Special Conditions of Contract 30 Section 7 - Contract Forms 32 Form-1 33 Form-2 33 Contract Agreement 34 Form-3	15.	Insurance	25	
18. Completion of Works 26 19. Programme of Works 26 20. Early Warning 26 21. Compensation Events 26 22. Non-Scheduled Items of Works 26 23. Schedule of Works 26 24. Payment Certificates 26 25. Payments and Currency 26 26. Retention 27 27. Liquidated Damages 27 28. Performance Security 27 29. Price Adjustment 27 30. Completion 27 31. Correction of Defects 27 32. Taking Over 27 33. Final Account 27 34. Termination 27 35. Payment upon Termination 28 36. Release from Performance 28 37. Force Majeure 28 38. Settlement of Disputes 29 Section 6. Special Conditions of Contract 30 Section 7 - Contract Forms 32 Form-1 33 Form-2 33 Contract Agreement 34 Form-3 35 Bank Guarantee for Performance	16.	Possession of the Site	25	
19. Programme of Works 26 20. Early Warning 26 21. Compensation Events 26 22. Non-Scheduled Items of Works 26 23. Schedule of Works 26 24. Payment Certificates 26 25. Payments and Currency 26 26. Retention 27 27. Liquidated Damages 27 28. Performance Security 27 29. Price Adjustment 27 30. Completion 27 31. Correction of Defects 27 32. Taking Over 27 33. Final Account 27 34. Termination 27 35. Payment upon Termination 28 36. Release from Performance 28 37. Force Majeure 28 38. Settlement of Disputes 29 Section 6. Special Conditions of Contract 30 Section 7 - Contract Forms 32 Form-1 33 Form-2 33 Contract Agreement 34 Form-3 35 Bank Guarantee for Performance Security 35	17.	Commencement of Works	25	
20. Early Warning 26 21. Compensation Events 26 22. Non-Scheduled Items of Works 26 23. Schedule of Works 26 24. Payment Certificates 26 25. Payments and Currency 26 26. Retention 27 27. Liquidated Damages 27 28. Performance Security 27 29. Price Adjustment 27 30. Completion 27 31. Correction of Defects 27 32. Taking Over 27 33. Final Account 27 34. Termination 27 35. Payment upon Termination 28 36. Release from Performance 28 37. Force Majeure 28 38. Settlement of Disputes 29 Section 7 - Contract Forms 32 Form-1 33 Form-2 33 Contract Agreement 34 Form-3 35 Bank Guarantee for Performance Security 35	18.	Completion of Works	26	
21. Compensation Events 26 22. Non-Scheduled Items of Works 26 23. Schedule of Works 26 24. Payment Certificates 26 25. Payments and Currency 26 26. Retention 27 27. Liquidated Damages 27 28. Performance Security 27 29. Price Adjustment 27 30. Completion 27 31. Correction of Defects 27 32. Taking Over 27 33. Final Account 27 34. Termination 27 35. Payment upon Termination 28 36. Release from Performance 28 37. Force Majeure 28 38. Settlement of Disputes 29 Section 6. Special Conditions of Contract 30 Section 7 - Contract Forms 32 Form-1 33 Form-2 33 Contract Agreement 34 Form-3 35 Bank Guarantee for Performance Security 35	19.	Programme of Works	26	
22. Non-Scheduled Items of Works 26 23. Schedule of Works 26 24. Payment Certificates 26 25. Payments and Currency 26 26. Retention 27 27. Liquidated Damages 27 28. Performance Security 27 29. Price Adjustment 27 30. Completion 27 31. Correction of Defects 27 32. Taking Over 27 33. Final Account 27 34. Termination 27 35. Payment upon Termination 28 36. Release from Performance 28 37. Force Majeure 28 38. Settlement of Disputes 29 Section 6. Special Conditions of Contract 30 Section 7 - Contract Forms 32 Form-1 33 Form-2 33 Contract Agreement 34 Form-3 35 Bank Guarantee for Performance Security 35	20.	Early Warning	26	
23. Schedule of Works 26 24. Payment Certificates 26 25. Payments and Currency 26 26. Retention 27 27. Liquidated Damages 27 28. Performance Security 27 29. Price Adjustment 27 30. Completion 27 31. Correction of Defects 27 32. Taking Over 27 33. Final Account 27 34. Termination 27 35. Payment upon Termination 28 36. Release from Performance 28 37. Force Majeure 28 38. Settlement of Disputes 29 Section 6. Special Conditions of Contract 30 Section 7 - Contract Forms 32 Form-1 33 Form-2 33 Contract Agreement 34 Form-3 35 Bank Guarantee for Performance Security 35	21.	Compensation Events	26	
24. Payment Certificates 26 25. Payments and Currency 26 26. Retention 27 27. Liquidated Damages 27 28. Performance Security 27 29. Price Adjustment 27 30. Completion 27 31. Correction of Defects 27 32. Taking Over 27 33. Final Account 27 34. Termination 27 35. Payment upon Termination 28 36. Release from Performance 28 37. Force Majeure 28 38. Settlement of Disputes 29 Section 6. Special Conditions of Contract 30 Section 7 - Contract Forms 32 Form-1 33 Form-2 33 Contract Agreement 34 Form-3 35 Bank Guarantee for Performance Security 35	22.	Non-Scheduled Items of Works	26	
25. Payments and Currency 26 26. Retention 27 27. Liquidated Damages 27 28. Performance Security 27 29. Price Adjustment 27 30. Completion 27 31. Correction of Defects 27 32. Taking Over 27 33. Final Account 27 34. Termination 27 35. Payment upon Termination 28 36. Release from Performance 28 37. Force Majeure 28 38. Settlement of Disputes 29 Section 6. Special Conditions of Contract 30 Section 7 - Contract Forms 32 Form-1 33 Form-2 33 Contract Agreement 34 Form-3 35 Bank Guarantee for Performance Security 35	23.	Schedule of Works	26	
26. Retention 27 27. Liquidated Damages 27 28. Performance Security 27 29. Price Adjustment 27 30. Completion 27 31. Correction of Defects 27 32. Taking Over 27 33. Final Account 27 34. Termination 27 35. Payment upon Termination 28 36. Release from Performance 28 37. Force Majeure 28 38. Settlement of Disputes 29 Section 6. Special Conditions of Contract 30 Section 7 - Contract Forms 32 Form-1 33 Form-2 33 Contract Agreement 34 Form-3 35 Bank Guarantee for Performance Security 35	24.	Payment Certificates	26	
27. Liquidated Damages 27 28. Performance Security 27 29. Price Adjustment 27 30. Completion 27 31. Correction of Defects 27 32. Taking Over 27 33. Final Account 27 34. Termination 27 35. Payment upon Termination 28 36. Release from Performance 28 37. Force Majeure 28 38. Settlement of Disputes 29 Section 6. Special Conditions of Contract 30 Section 7 - Contract Forms 32 Form-1 33 Form-2 33 Contract Agreement 34 Form-3 35 Bank Guarantee for Performance Security 35	25.	Payments and Currency	26	
28. Performance Security 27 29. Price Adjustment 27 30. Completion 27 31. Correction of Defects 27 32. Taking Over 27 33. Final Account 27 34. Termination 27 35. Payment upon Termination 28 36. Release from Performance 28 37. Force Majeure 28 38. Settlement of Disputes 29 Section 6. Special Conditions of Contract 30 Section 7 - Contract Forms 32 Form-1 33 Form-2 33 Contract Agreement 34 Form-3 35 Bank Guarantee for Performance Security 35	26.	Retention	27	
29. Price Adjustment 27 30. Completion 27 31. Correction of Defects 27 32. Taking Over 27 33. Final Account 27 34. Termination 27 35. Payment upon Termination 28 36. Release from Performance 28 37. Force Majeure 28 38. Settlement of Disputes 29 Section 6. Special Conditions of Contract 30 Section 7 - Contract Forms 32 Form-1 33 Form-2 33 Contract Agreement 34 Form-3 35 Bank Guarantee for Performance Security 35	27.	Liquidated Damages	27	
30. Completion 27 31. Correction of Defects 27 32. Taking Over 27 33. Final Account 27 34. Termination 27 35. Payment upon Termination 28 36. Release from Performance 28 37. Force Majeure 28 38. Settlement of Disputes 29 Section 6. Special Conditions of Contract 30 Section 7 – Contract Forms 32 Form-1 33 Form-2 33 Contract Agreement 34 Form-3 35 Bank Guarantee for Performance Security 35	28.	•	27	
31. Correction of Defects. 27 32. Taking Over. 27 33. Final Account. 27 34. Termination. 27 35. Payment upon Termination. 28 36. Release from Performance. 28 37. Force Majeure. 28 38. Settlement of Disputes. 29 Section 6. Special Conditions of Contract. 30 Section 7 - Contract Forms. 32 Form-1. 33 Contract Agreement. 34 Form-3. 35 Bank Guarantee for Performance Security. 35	29.	Price Adjustment	27	
32. Taking Over				
33. Final Account 27 34. Termination 27 35. Payment upon Termination 28 36. Release from Performance 28 37. Force Majeure 28 38. Settlement of Disputes 29 Section 6. Special Conditions of Contract 30 Section 7 - Contract Forms 32 Form-1 33 Form-2 33 Contract Agreement 34 Form-3 35 Bank Guarantee for Performance Security 35				
34. Termination 27 35. Payment upon Termination 28 36. Release from Performance 28 37. Force Majeure 28 38. Settlement of Disputes 29 Section 6. Special Conditions of Contract 30 Section 7 - Contract Forms 32 Form-1 33 Contract Agreement 34 Form-3 35 Bank Guarantee for Performance Security 35				
35. Payment upon Termination 28 36. Release from Performance 28 37. Force Majeure 28 38. Settlement of Disputes 29 Section 6. Special Conditions of Contract 30 Section 7 – Contract Forms 32 Form-1 33 Contract Agreement 34 Form-3 35 Bank Guarantee for Performance Security 35				
36. Release from Performance				
37. Force Majeure 28 38. Settlement of Disputes 29 Section 6. Special Conditions of Contract 30 Section 7 – Contract Forms 32 Form-1 33 Form-2 33 Contract Agreement 34 Form-3 35 Bank Guarantee for Performance Security 35		· · · · · · · · · · · · · · · · · · ·		
38. Settlement of Disputes				
Section 6. Special Conditions of Contract				
Section 7 – Contract Forms 32 Form-1 33 Form-2 33 Contract Agreement 34 Form-3 35 Bank Guarantee for Performance Security 35				
Form-1 33 Form-2 33 Contract Agreement 34 Form-3 35 Bank Guarantee for Performance Security 35				
Form-2				
Contract Agreement				
Form-3				
Bank Guarantee for Performance Security				

Section 1: Instructions to Bidder (ITB)

A. General

Scope of Tender

- 1.1 The Employer, as **indicated in the BDS** issues this Bidding Document for the procurement of Works as specified in Section 6 (Employer's requirement): The name, identification and identification of this bidding are **provided in the BDS**.
- 1.2 The successful Bidder will be required to complete the Works within the Time for Completion stated in the Special Conditions of Contract (SCC).
- 1.3 Throughout this Bidding Documents;
 - (a) The term "in writing means communicated in written form with proof of receipt;
 - (b) If the context so requires, singular means plural and vice versa; and
 - (c) "day" means calendar day.

2. Corrupt Fraudulent Collusive or Coercive Practices

- 2.1 The Royal Government of Bhutan requires that Employers and the Bidders shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.
- 2.2 In pursuance of this requirement, the Employer shall
 - (a) exclude the bidder from participation in the procurement proceeding concerned or reject a proposal for award; and
 - (b) declare a bidder ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds;
- 2.3 If it, at any time, determines that the bidder has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under the public funds.
- 2.4 The Government defines, for the purposes of this provision, the terms set forth below as follows :
 - a) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party:
 - b) "fraudulent practice" is any intentional act or omission including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefits or to avoid an obligation;
 - c) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

¹ 'Another party' refers to a public official acting in relation to the procurement process or contract execution.

² A 'party' refers to a public official; the term 'benefit' and 'obligation' relate to the procurement process or contract execution; and the 'act or omission' is intended to influence the procurement process or contract execution.

³ 'parties' refers to participations in the procurement process including public officials attempting to establish bid prices at artificial, non competitive levels.

- d) "coercive practice" is impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- 2.5 The bidder shall be aware of the provisions on fraud and corruption stated in GCC Clause 3 and GCC Sub-Clause 34.2(d).
- 2.6 The RGoB requires that the Employer's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.
- Eligible Bidders
- 3.1 Bidders of the categories **specified in the BDS** are eligible to participate in this bidding process.
- 3.2 The Employer shall invite Bids using the Open Tendering Method (National Competitive Bidding) or limited tender as applicable.
- 3.3 The bidder shall meet the qualification requirement stated in the BDS
- 4. Site Visit
- 4.1 The Bidders, at their own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the bid and entering into a Contract for performance of the Works. The costs of visiting the Site shall be at the bidder's own expense.

B. Content of Bidding Document

5. Contents of Bidding Documents

5.1 The sections comprising the Bidding Document are listed below and should be read in conjunction with any Amendment issued in accordance with ITB Clause 7:

PART 1 Bidding Procedures

- Section 1: Instructions to Bidders (ITB)
- Section 2: Bidding Data Sheet (BDS)
- Section 3: Evaluation and Qualification Criteria
- Section 4: Bidding forms
- Section 5: General Conditions of Contract (GCC)
- Section 6: Special Conditions of Contract (SCC)
- Section 7: Contract Forms
- Section 8: Bill of Quantities & Specifications
- Section 9: Drawings
- 5.2 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 5.3 The Bidder is expected to examine all instructions, forms terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 6. Clarification of Bidding Documents
- 6.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS**.
- 7. Amendment of Bidding Documents
- 7.1 At any time prior to the deadline for submission of Bid, the Employer may amend the Bidding Document by issuing addenda and extend the deadline for the submission of bids at its discretion. Any amendment issued shall become an integral part of the Bidding Document and shall be communicated in writing to all those who have purchased the Bidding Document.

⁴ A 'party' refers to a participant in the procurement in the procurement process or contract execution.

C. Preparation of Bids

- 8. One Bid per Bidder
- 8.1 A Bidder shall submit only one (1) Bid. A Bidder who submits or participates in more than one (1) Bid shall cause all the proposals with the Bidder's participation to be disqualified.
- 9. Bid Preparation Costs
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bids, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 10. Language of Bid
- 10.1 All documents relating to the Bid shall be in the language specified in the BDS.
- 11. Documents comprising the Bid
- 11.1 The original and copy(ies) of Bid submitted by the Bidder shall comprise the following:
 - (a) The Bid form (in the format indicated in Section IV Forms of Bid, Qualification Information, Letter of Acceptance, and Contract);
 - (b) License and certificate
 - (c) Bid Security in accordance with Clause 19;
 - (d) Priced Bill of Quantities;
 - (e) and any other materials required to be completed and submitted by Bidders, as specified in the BDS.
 - 11.2 The Instruction to Bidders, Bidding Data Sheet, General Conditions of Contract, Special Conditions of Contract, Specifications and drawings are for the information of the bidders and is not required to be submitted by the bidder,
- 12 Letter of Bid and Schedule
- 12.1 The letter of Bid, Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section 4 (Bidding Forms), if so provided in BDS. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bid 13.1 Alternative Bid shall not be considered in small works.
- 14. Bid Price and Discount
- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall confirm to the requirements specified below;
- 14.2 The bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section 4, Bidding Forms. In case of admeasurements contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The Bid price shall take into account the cost of materials, transportation, labour, taxes, levies, overheads and profit and any other cost. The Bid price shall be fixed for the duration of performance of the Contract and shall not be subject to any adjustment on any account. The Bid price shall be applicable for the whole works described in the Drawings, Specifications and Schedule of Works.

- 15 Currencies of Bid and Payment
- 15.1 All prices shall be quoted in Bhutanese Ngultrum (BTN) and shall be paid in BTN.
- 16 Documents comprising the Technical Proposal
- 16.1 The bidder shall furnish a work plan in simple bar chart and other information if provided in BDS, to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 17 Documents
 establishing
 the
 Qualification
 of the Bidder
- 17.1 To establish its qualification to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms)
- 18 Bid Validity
- 18.1 Bids shall remain valid for the period **specified in the BDS**. Any Bids which does not meet the validity requirement as per the BDS shall be rejected by the Employer as non-responsive.
- 19 Bid Security
- 19.1 The Bidder shall at their option furnish, as part of the Bid, a Bid Security as **specified in the BDS** issued by any reputed Financial Institutions in Bhutan and shall be valid thirty (30) days beyond the Bid validity period.
 - a) Unconditional Bank Guarantee;
 - b) A demand Draft; or
 - c) Cash Warrant
- 19.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may solicit the Bidder's consent to an extension of the Bid validity period. The request and responses shall be made in writing. The validity of Bid Security shall be suitably extended promptly.
- 19.3 The Bid Security may be forfeited:
 - (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity. Further the bidder may be excluded from future participation for a period of two years.
 - (b) if the Bidder does not accept the correction of the Bid price, pursuant to clause 31; or
 - (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to sign the Agreement; or furnish the required Performance Security.
- 20 Format and Signing of Bid
- 20.1 The Bidder shall prepare one (1) original of the documents comprising the Bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall prepare the number of copies of the Bid, as specified in the BDS and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and each copy of the Bid shall be typed or written in indelible ink and shall be signed by the person duly authorized to sign on behalf of the Bidder.
- 20.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person(s) signing the Bid.

D. Submission and Opening of Bids

21 Sealing and Marking of Bids

- 21.1 The Bidder shall enclose the original in one (1) envelope and all the copies of the bid in another envelope, duly marking the envelopes as "ORIGINAL" and "COPY." These two (2) envelopes shall then be enclosed in one (1) single outer envelope.
- 21.2 The inner envelopes shall:
 - (a) Be signed across the seals by the person authorised to sign the Bid on behalf of the Bidder;
 - (b) Be marked "ORIGINAL" and "COPY" and
 - (c) Bear the name and address of the Bidder.
- 21.3 The outer envelope shall;
 - (a) Be sealed with adhesive or other sealant to prevent reopening;
- 21.4 be addressed to the Employer at the address specified in the BDS; bear a statement "DO NOT OPEN BEFORE......" the time and date for Bid opening as specified in the BDS.
- 21.5 If all or any envelopes are not sealed and marked as required by ITB Sub-Clause 21, the Employer shall not reject the bids but assume no responsibility for the misplacement or premature opening of the Bid.

22 Bid Submission Deadline

- 22.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS.**
- 22.2 Bids may be hand delivered, posted by registered mail or sent by courier.
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause 7, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the new deadline as extended.
- 23 Late Bids
- 23.1 Late bids shall not be considered and shall be returned unopened
- 24 Modification, Substitution or Withdrawal of Bids
- 24.1 A Bidder may modify, substitute or withdraw their Bids after it has been submitted by sending a written notice before the deadline for submission of Bids.

25 Bid Opening

- 25.1 The Employer shall open the Bids in the presence of the bidders who is attending the bid opening, including modifications or substitutions made pursuant to ITB Clause 24. Bidders or their representatives shall be allowed to attend and witness the bid opening and shall sign a register evidencing their attendance.
- 25.2 The name of the Bidder, Bid modifications, substitutions or withdrawals, total amount of each Bid, number of corrections, discounts, and the presence or absence of requisite Bid Security, and such other details as the Employer, at its discretion, may consider appropriate, shall be read out aloud and recorded.
- 25.3 The Employer shall prepare minutes of the Bid opening. The minutes shall include, as a minimum, the name of the Bidders and whether there has been a withdrawal, substitution or modification; the Bid Price including any discounts and the presence or absence of a Bid Security, if one was required.
- 25.4 Bids not opened and read out at the Bid opening shall not be considered, irrespective of the circumstances, and shall be returned unopened to the

E. Tender Opening and Evaluation

- 26 Confidentiality 26.1 After the opening of Bids, information relating to the examination, clarification, and evaluation of Bids and recommendations for award shall not be disclosed to Bidders or other persons not officially concerned with the evaluation process until after the award of the Contract is announced.
- 27.1 The Employer may ask Bidders for clarification of their Bids in order to facilitate the examination and evaluation of Bids. The request for clarification and the response shall be in writing, and any changes in the prices or substance of the Bid shall not be sought, offered or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB Clause 31.
- 28 Bidder: 28.1 Following the opening of Bids and until the Contract is signed no Bidder shall make any unsolicited communication to the Employer or try in any way to influence the Employer's examination and evaluation of Bids which may result in the rejection of bids. If any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing
- 29 Determination of Determination of Determination of Security: and (a) meets the eligibility criteria defined in ITB clause 3; (b) has Deen properly signed; (c) is accompanied by the Did security; and (d) is substantially responsive to the requirements of the Didding documents.
 - 29.2 A substantially responsive Bid is one that conforms in all respects to the requirements of the Bidding Document without material deviation, reservation or omission. A material deviation, reservation or omission is one that:
 - (a) affects in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (b) limits in any substantial way, or is inconsistent with the Bid Document, the Employer's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
 - 29.3 If a Bid is not substantially responsive to the Bidding Document it shall be rejected by the Employer and shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.
 - 29.4 There shall be no requirement as to the minimum number of responsive Bids.
- 30 Non Conformities, Errors and Conformities,

Omissions

without affecting the substance of the Bid.

- 31 Evaluation and Comparison of Tenders
- 31.1 The Employer shall evaluate and compare only those Bids determined to be substantially responsive to the requirements of the Bidding Document. Substantially responsive Bids are those which fulfil the requirements of ITB Clauses 11 and 12.
- 31.2 The evaluation will take into account corrected Bid Price and discounts (if any).
- 31.3 The Employer will check substantially responsive Bids for any arithmetical errors. Where there is a discrepancy between the amounts in figures and words, the amount in words will govern. If a Bidder refuses to accept the correction, its Bids shall be rejected. The Employer shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the line item total, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price, as quoted, shall govern and the unit price shall be corrected; and
- 32. Employer's Right to Accept or Reject any or all
- 32.1 The Employer reserves the right to accept any Bid, to annul the Bid proceedings, or to reject any or all Bids, at any time prior to Contract award, without thereby incurring any liability to Bidders, or any obligation to inform Bidders of the grounds for the Employer's actions.

F. Contract Award

- 33. Award Criteria
- 33.1 The Employer shall award the Contract to the Bidders whose offer is substantially responsive to the Bidding Document and that has been determined to be the lowest evaluated Bid, provided that the Bidder is determined to be qualified to perform the Contract satisfactorily
- 34. Letter of Intent to Award the Contract/ Notification of Award
- 34.1 The Employer shall notify the concerned Bidder whose bid has been selected in accordance with ITB 33.1 in writing (in the format in Section 4-hereafter called the "Letter of Intent to Award) that the Employer has intention to accept its bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid. Such notification should be communicated in writing, including by cable, facsimile, telex or electronic mail to all the bidders on the same day of dispatch. The Employer shall ensure that the same information is uploaded on their website on the same day of dispatch.
- 34.2 If no bidder submits an application pursuant to ITB 35 within a period of ten (10) days of the notice provided under ITB 34.1, Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Bidder, in writing that its Bid has been accepted. Until a formal contract is prepared and executed, the Notification of Award shall constitute a binding Contract.
- 34.3 Within fifteen (15) working days of the receipt of the Notification of Award from the Employer, the successful Bidder shall furnish the Performance Security, in the amount specified in the BDS.
- 34.4 The proceeds of the performance security shall be payable to the Employer unconditionally upon first written demand as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract
- 34.5 Within fifteen (15) working days of receipt of the notification of award, the

successful Bidder shall sign, date and return it to the Employer.

35.Complaints

- 35.1 The Bidder shall submit the complaint in writing within ten (10) days from the date of letter of intent to award the contract pursuant to ITB 34.1 to the Employer.
- 35.2 The Bidder may appeal to the Independent Review Body only if the Employer has not delivered the decision within the specified time, or the complainant is not satisfied with the decision of the Employer in accordance with rules and procedures of Independent Review Body.

Section	n 2 - Bidding Data Sheet
	s for completing the Bidding Data Sheet are provided, as needed, in the notes in italics I for the relevant ITB Clauses
ITB Clause	Amendment of, and Supplements to, Clauses in the Instructions to Bidders
	A. General
ITB 1.1	The Employer is [Dzongda, Dzongkhag Administration Tsirang]
	The Name and Identification of the Contract is/are [Construction of 4 unit's student PF (Girl's)Toilet at Mendrelgang CS]
	The Works are :-Const of toilet, retaining wall and electrical wiring
ITB 3.2	[Choose option A or B, whichever is applicable, and delete the other option].
	Option A: Limited Bidding method:
	All Bidders regardless of whether enlisted or not enlisted with the Dzongkhag may submit Bids provided they otherwise qualify.
ITB 3.3	The evaluation shall be based on the lowest price of the responsive bidder and the work will award to the lowest responsive bidder. [Generally the selection is based on the lowest price. If there is a specific project need basic minimum technical qualification requirement should specified here]
	B. Bidding Documents
ITB 7.1	For <u>clarification of Tenders purposes</u> only, the Employer's address is:
	Attention: Offtg Dzongkhag Engineer
	Address: Dzongkhag Administration, Tsirang
	Telephone: 17683596
	Facsimile number: 06-471202
	C. Preparation of Bids
ITB 15.1	The Bid validity period shall be [60] days .
	[normally be minimum of 60 days for Works of such a simple nature]
ITB 15.2	A Bid Security in the amount of Nu. [13,300] will be required, in the form;
	a) Unconditional Bank guarantee
	b) Cash warrant; or
	c) Demand draft
ITB 16.1	A simple bar chart is required or not required [delete which is not appropriate]
ITB 19.1	In addition to the original, [one] copies shall be submitted.

	D. Submission and Opening of Bids		
ITB 17.2	The inner and outer envelopes shall bear the following additional identification marks: [Do not open before 10:30 am on 27/02/19]		
ITB 17.2	For <u>Bid submission purposes</u> only, the Employer's address is: Attention: Dasho Dzongdag Address: Dzongkhag Administration, Tsirang The deadline for the submission of Tenders is: Time & Date 10:00 am on 27.02.2019		
ITB 21.1	The Bid opening shall take place on the same day as the closing day of the bid submission at: [Dzongkhag Conference Hall] Date: [27/02/2019]; Time:[10:30 am] - Evaluation and Qualification Criteria		
F. Award of Contract			
ITB 34.2	The amount of Performance Security shall be [10%] ten percent of the Contract Price.		
ITB 34.3	The lowest evaluated bidder whose bid is considered abnormally low or unbalanced, following prescribed evaluation procedures, the bids shall be required to provide differential security in the form of "cash warrant" in addition to performance security. The cash warrant		

This section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders if the bidding was not preceded by a prequalification exercise and post qualifications are applied. Procuring Agency may apply basic minimum technical qualification requirement (manpower and equipments) only if there is a project specific need.

1. Evaluation

1.1 Evaluation shall be done to determine the responsiveness and the award shall be made to the lowest evaluated bidder.

Section 4: Forms of Bid & Qualification Information

Table of Standard Forms

Standard Form: Form of Bid

Standard Form: Letter of Intent

Standard Form: Letter of Acceptance

Standard Form: Bid security Bank Guarantee

Standard Form: Form of bid

Notes on Form of Bid:

The Bidder shall fill in and submit this bid form with the Bid. If Bidders do not fill in the Contract Price and does not sign this Bid form, the bids will be rejected. _____[date] Address We offer to execute the contract for construction of "_ accordance with the Conditions of Contract accompanying this Bid for the Contract Price of (.....) [amount in (.....) [amount in words] [name of currency]. The contract shall be paid in Ngultrum (Nu.) 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. 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. Authorized Signature: (Affix Legal Stamp) Name and Title of Signatory:

Name of Bidder:

Standard Form: Qualification Information

Notes on Form of Qualification Information: The following information is to be filled in by bidders which will be used for purposes of evaluation

1.	Individual	bidders
----	------------	---------

1.1	Constitution of legal status of Bidder	[attach copy]
	Place of registration:	
	Principal place of business:	
	Power of attorney of signatory of Bid	[attach]

1.2 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Refer BDS. The supporting documents such detailed CVs signed in original supported by certificates for qualification and experience.

Position	Name	Qualification & year of experience (general)	Year of experience in proposed position	Remarks
Supervisor				

Standard Form: Letter of Intent

(Letterhead paper of the Employer)

Notes on standard form of letter of Intent

This issuance of Letter of Intent(always before letter of acceptance) is the information of the selection of the bid of the successful bidder by the Employer and for providing information to other unsuccessful bidders who participated in the bid as regards the outcome of the procurement process

The Employer shall allow 10 days as described in ITB 34.2 between this letter of intent and letter of acceptance to allow aggrieved bidders to challenge your decision if they feel they have treated unfairly.

(Insert date)

To:	[Name and address of the Co	[Name and address of the Contractor]	
for execution of thethe contract and identification number, as give	o award the contract for your Bid datedven in the BDS/SCC] for the Contract Price of	[Insert name o	
	[Insert amount in figur [if any corrections] in accordance with the Instructi		
Authorized Signature:			
Name and Title of Signatory:			
Name of Agency:			
CC:			

[Insert name and address of all other bidders who submitted the bid]

Standard Form: Letter of Acceptance

[letterhead paper of the Employer]

Attachment: Agreement

Notes on Standard Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 31 and 32 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed.

	_ [date]
To: [name of the Contractor]	
[address of the Contractor]	_
This is to notify that your Bid dated for the excontract for the construction of " " for the excontract for the construction of " " for the excontract for the construction of " " for the excontract for the construction in numbers [name of currency], as corrected and modified in according Instructions to Bidders is hereby accepted by our Agency. The start date of the project is completion date for whole of the works shall be	[amount in rdance with the
You are hereby instructed to proceed with the execution of the said Works in accordance wirdocuments.	th the Contract
Authorized Signature:	
Name and Title of Signatory:	
Name of Agency:	

Bank Guarantee for Bid Security

[this i	is the format for the Bid Security to be issued	by a financial institutions in Bhutan in accordance with ITB Clause 19]
Invita	ation for Bid No:	Date:
Bid P	Package No:	
To:		
[Nam	ne and address of Employer]	
	TEND	ER GUARANTEE No:
date d		reinafter called "the Bidder") intends to submit to you its Bid dated be execution of the Works of [description of works] under the above
urthe	ermore, we understand that, according to you	r conditions Bids must be supported by a Bid Guarantee.
any su our fi	um or sums not exceeding in total an amour	ereby irrevocably undertake to pay you, without cavil or argument of Nu [insert amount in figures and words] upon receipt by us on statement that the Bidder is in breach of its obligation(s) under the
(b)) does not accept the correction of errors in a having been notified of the acceptance of	Bid validity specified by the Bidder in the Form of Bid; or accordance with the Instructions to Bidders ITB; or the Bid by the Employer during the period of Bid validity, (i) fails or y in accordance with the ITT, or (ii) fails or refuses to execute the
Γhis g	uarantee will expire	
•	the Contract signed by the Bidder as issue	n our receipt of a copy of the Performance Security and a copy o d by you; or hirty days after the expiration of the Bidder's Tender validity period
	equently, we must receive at the above-ment that date.	ntioned office any demand for payment under this guarantee on o
Signa	ature	Signature

Section 5. General Conditions of Contract

1. Definitions

- 1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined terms:
 - (a) **Completion Certificate** means the Certificate issued by the Employer as evidence that the Contractor has executed the Works in all respects as per drawing, specifications, and Conditions of Contract.
 - (b) The **Completion Date** is the date of completion of the Works as certified by the Engineer, in accordance with GCC Clause 18.
 - (c) **Contract** means the Agreement entered into between the Employer and the Contractor to execute, complete and maintain the Works.
 - (d) **Contractor** means the person or corporate body whose Tender to carry out the Works has been accepted by the Employer and is named as such in the SCC.
 - (e) Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. The Contractor's Bid is the completed Bid Document including the priced offer submitted by the Contractor to the Employer.
 - (f) Days mean calendar days.
 - (g) A **Defect** is any part of the Works not completed in accordance with the Contract.
 - (h) The **Employer** is the party named in the SCC who employs the Contractor to carry out the Works.
 - (i) The **Engineer** is the person named in the SCC, who is responsible for supervising the execution of the works and administering the Contract.
 - (j) The Intended Completion Date is the date specified in the SCC on which the Contractor shall complete the Works and may be revised if extension of time or an acceleration order is issued by the Engineer.
 - (k) The Site is the area defined as such in the SCC.
 - (I) The **Works** are what the Contract requires the Contractor to construct, install, and hand over to the Employer, as defined in the SCC.

Interpretation & Documents forming the Contract

- 2.1 In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed part thereof or be taken into consideration in the interpretation or construance of the Contract. Words have their normal meaning under the language of the Contract unless specifically defined.
- 2.2 The following documents forming the Contract shall be interpreted in the following order of priority:
 - (a) the signed Contract Agreement.
 - (b) the letter of Notification of Award.
 - (c) the completed Bid form as submitted by the Bidder.
 - (d) the Special Conditions of Contract.
 - (e) the General Conditions of Contract.
 - (f) Specifications
 - (g) the Drawings.
 - (h) any other document listed in the PCC as forming part of the Contract.

- 3. Corrupt, Fraudulent, Collusive or Coercive Practices
- 3.1 The Government requires that Employers, as well as Contractors shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.
- 3.2 In pursuance of this requirement, the Employer shall
 - (a) exclude the Contractor from participation in the procurement proceedings concerned or reject a proposal for award; and
 - (b) declare a Contractor ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund;
- 3.3 The Government defines, for the purposes of this provision, the terms set forth below as follows:
 - (a) corrupt practice"⁵ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value⁶ to influence improperly the actions of another party;
 - (b) "fraudulent practice" is any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (c) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; and
 - (d) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- 3.4 The Government requires that the Client's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.
- Governing Language and Law
- 4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Employer, shall be written in English unless otherwise stated in the SCC. The Contract shall be governed by and interpreted in accordance with the laws of the Kingdom of Bhutan.
- 5. Engineer's Decision
- 5.1 Except where otherwise specifically stated in the SCC, the Engineer will decide Contractual matters between the Employer and the Contractor in the role as representative of the Employer.
- 6. Delegation

The Engineer may delegate any of his duties and responsibilities to his representative, after notifying the Contractor, and may cancel any delegation, without retroactivity, after notifying the Contractor.

⁵ "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes staff and employees of any organizations (including any institutions providing finance for the Works) taking or reviewing procurement decisions.

[&]quot;anything of value" includes, but is not limited to, any gift, loan, fee, commission, valuable security or other asset or interest in an asset; any office, employment or contract; any payment, discharge or liquidation of any loan, obligation or other liability whatsoever, whether in whole or in part; any other services, favour or advantage, including protection from any penalty or disability incurred or apprehended or from any action or proceeding of a disciplinary or penal nature, whether or not already instituted and including the exercise or the forbearance from the exercise of any right or any official power or duty.

a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

⁸ "parties" refers to participants in the procurement process (including public officials) and an "improper purpose" includes attempting to establish bid prices at artificial, non competitive levels.

a "party" refers to a participant in the procurement process or contract execution.

- 7. Communications and Notices
- 7.1 Communications between Parties pursuant to the Contract shall be in writing to the address specified in the SCC. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 8. Sub- Contracting
- 8.1 The Contractor shall not be permitted to subcontract any part of the Works in whole or in part.
- Contractor's Personnel
- 9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the functions stated in the Schedule, or other personnel approved by the Engineer.
- Welfare of Labourers
 Child Labour
- 10.1 The Contractor shall provide proper accommodation to his labourers and arrange proper water supply, conservancy and sanitation arrangements at the site in accordance with relevant regulations, rules and orders of the government.
- 10.2 The Contractor shall comply with the applicable minimum age, labour laws and requirements of (including applicable treaties which have been ratified by) the Government of Bhutan regarding hazardous forms of child labour.
- 11. Safety, Security and Protection of the Environment
- 11.1 The Contractor shall throughout the execution and completion of the Works and the remedying of any defects therein :
 - (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site and the Works in an orderly state;
 - (b) provide and maintain at the Contractors own cost all lights, guards, fencing, warning signs and watching for the protection of the Works or for the safety on-site; and
 - (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of the Contractors methods of operation.
- 12. Access to the Site
- 12.1 The Contractor shall allow the Engineer and any person authorised by the Engineer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 13. Documents, Information.
- 13.1 The Contractor shall furnish to the Engineer all information, schedules, calculations and supporting documentation that may be requested of it.
- 14. Property
- 14.1 If the contract is terminated by the Employer because of the contractors default, then, the contractor shall not be allowed to remove any materials on the Site, Plant, and Temporary Works until the matter is amicably resolved.
- 15. Insurance
- 15.1 The Contractor shall provide insurance as stated in the SCC
- 15.2 The Contractor shall deliver policies and certificates of insurance to the Engineer, for the Engineer's approval, before the Start Date.
- 15.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 16. Possession of the Site
- 16.1 The Employer shall give possession of the Site, or parts of the Site, to the Contractor on the date(s) specified in the SCC.
- 17. Commencement of Works
- 17.1 The Contractor may commence execution of the Works on the Start Date, or other such date as specified in the SCC, and shall carry out the Works in an expeditious manner.
- 17.2 If the Contractor fails to commence the works within the above stated period,

the Employer may, at his sole discretion, terminate the Contract and forfeit the Performance Security, if any.

against provision by the Contractor of an unconditional Bank Guarantee, (Form

The Contractor is to use the advance payment only to pay for Equipment, Plant,

The Contractor shall complete the Works within the number of days stated in 18. Completion of Works 18.1 the SCC from the date of commencing the Works on the Site. 19.1 Within the time stated in the SCC, the Contractor shall submit to the Engineer 19. Programme of Works for approval a work program. The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the SCC. 20.1 20. Early Warning The Contractor shall warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work result in increase to the Contract Price or delay in the execution of the Works. 21. Compensation 21.1 The following shall be Compensation Events: Events the Employer does not give access to the Site or part of the Site by the Site Possession Date stated in the SCC; and if the payment is delayed pursuant to Clause 25.1. 21.2 If a Compensation Event would prevent the work being completed before the Intended Completion Date, the Intended Completion Date shall be extended, as appropriate, by the Engineer. 22. Non-Scheduled Items 22.1 The Contractor shall be paid for non-scheduled items of works only when the of Works Engineer approves such works and at the rates and in the manner stated in the SCC. 23. Schedule of Works 23.1 The Schedule of Works will contain rates for all items for the construction including temporary works, installation, testing, and commissioning work to be done by the Contractor. 23.2 The Contractor shall be paid for the quantity of the work done at the rate in the Contract Agreement for each item. The Contractor shall be entirely responsible for all taxes, duties, license fees, 23.3 and other such levies imposed outside and inside Bhutan. 24. Payment Certificates 24.1 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work executed less the cumulative amount certified previously. The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor. 24.2 The value of work executed shall be determined by the Engineer. 24.3 The value of work executed shall comprise the value of the quantities of the items in the Schedule of Works completed. 24.4 The value of work executed shall include the valuation of Variations, Certified Dayworks and Compensation Events. 24.5 The Engineer may exclude any item certified in previous certificates or reduce the proportion of any item previously certified in any certificate in the light of later information. 25. Payments and 25.1 The Employer shall pay the Contractor the amounts certified by the Engineer within thirty (30) days of the date of each certificate. Currency 25.2 The Employer shall make Advance Payment (mobilization and secured advance) to the Contractor of the amounts and by the dates stated in the SCC

4).

25.3

Materials, and mobilisation expenses required specifically for the execution of the Contract. The Contractor shall demonstrate that the advance payment has been used in this way by submitting copies of invoices or other documents to the Employer.

- The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, variations, claims or any amount payable due to failure to complete the works.
- 26. Retention 26.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the SCC until the completion of the whole of the Works.
 - On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor, the remaining half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.
- 27. Liquidated Damages 27.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion date for the works or for any part thereof.
- 28. Performance Security 28.1 Upon Notification of Award, a Performance Security shall be provided to the Employer in the amount and form stated in the Contract Forms (Form 3). The Performance Security shall be valid until a date thirty (30) days from the date of issue of the Certificate of Completion.
- 29. Price Adjustment

 29.1 The rates and prices in the bill of quantities are fixed for the duration of the Contract and not subject to price adjustment during the performance of the Contract.
- 30. Completion

 30.1 The Contractor shall request the Engineer to issue a Certificate of Completion of the Works, and the Engineer will do so upon deciding that the work is substantially completed.
- 31. Correction of Defects 31.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as the Defects remain to be corrected.
 - 31.2 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.
- 32. Taking Over 32.1 The Employer shall take over the Site and the Works within seven (7) days of the Engineer issuing a Certificate of Completion.
- 33. Final Account

 33.1 The Contractor shall supply the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract. The Engineer shall certify any final payment that is due to the Contractor within twenty-one (21) days of receiving the Contractor's account if it is correct and complete.
 - The Employer shall effect payment of the final account within thirty (30) days from the date of certification by the Engineer.
- 34. Termination

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

- 34.2 Fundamental breaches of the Contract shall include, but shall not be limited to, the following:
 - (a) the Contractor stops work for more than thirty (30) days when no stoppage of work is shown on the current Programme and the stoppage has not been authorised by the Engineer:
 - (b) the Engineer gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - (c) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of Liquidated Damages can be paid;
 - (d) the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract; and
 - (e) a payment certified by the Engineer is not paid to the Contractor by the Employer within sixty (60) days of the date of the Engineer's certificate.
- 34.3 The Employer and the Contractor may at any time terminate the Contract by giving notice to the other party if either of the parties becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to any party provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue to the other party.
- 34.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 34.5 If the Contract is terminated, the Contractor is to stop work immediately, make the Site safe and secure and hand over the Site to the Employer as soon as reasonably possible.

35. Payment upon Termination

- 35.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Plant and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC.. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 35.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Contractor shall be entitled to payments for completed works and the materials that have been brought to the site for the purpose of the works, but not used as certified by the Engineer after adjusting any payments received by the Contractor.

36. Release from Performance

36.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible, after receiving this certificate. The Contractor shall be paid for all works carried out before stoppage of work and any work carried out afterwards to which a commitment was made.

37. Force Majeure

- 37.1 For the purposes of this Contract, "Force Majeure" means an exceptional event or circumstance:
 - (a) which is beyond a Party's control,
 - (b) which such Party could not reasonably have provided against before entering into the Contract,
 - (c) which, having arisen, such Party could not reasonably have avoided or overcome, and
 - (d) which is not substantially attributable to the other Party.
- 37.2 Force Majeure may include, but is not limited to, exceptional events

circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
- (c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
- (d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.
- 37.3 However, force majeure shall not include the following;
 - i. rainfall
 - ii. snowfall
 - iii. strikes in other countries
 - iv. non-availability of labourer and materials such as timbers, boulders, sand, and other materials
 - v. difficulty and risky terrain and remoteness of site.

- 38. Settlement of Disputes
- 38.1 The Employer and the Contractor shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 38.2 Any dispute between the parties to the Contract that may not be settled amicably will be referred to Arbitration at the initiative of either of the parties.
- 38.3 The Arbitration shall be conducted in accordance with the Arbitration Rules of the Kingdom of Bhutan in force.

Section 6. Special Conditions of Contract

Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant GCC Clauses.3

italics mention	ed for the relevant GCC Clauses.3	
Clause Amendments of, and Supplements to, Clauses in the General Contract		
GCC 1.1(d)	The Contractor is [name, address and name of authorised representative].	
GCC 1.1(i)	The Employer is:- Dzongdag, Dzongkhag Administration, Tsirang	
GCC 1.1(j)	The Site Engineer is [Kencho Tshering-mob-17817558].	
GCC 1.1(k)	The Intended Completion Date for the whole of the Works shall be [2 months]. The Site is located at [Mendrelgang Central School, Tsirang].	
GCC 1.1(I)		
GCC 1.1(m)	The Works are [const. of toilet, retaining wall and wiring) Note: Site visit is necessary before fill up the tender document.	
GCC 2.2(i)	The additional documents forming part of this Contract are: [None]	
GCC 4.1	The Language governing the Contract shall be [English.] [English].	
GCC 5.1	The Engineer shall obtain specific approval of the Employer before taking any of the following actions: • Additional work • Change in design & specification • Site location	
GCC 7.1	The addresses for Communications shall be: For the Employer: Dzongda, Dzongkhag Administration, Tsirang [insert name, address and contact details] For the Contractor: [insert name, address and contact details].	
GCC 9.1	The Key Personnel of the Contractor are: [N/A]	
GCC 15.1	For insurance purposes the type of cover required shall be: The contractor shall be responsible for the insurance [modify as appropriate]	
GCC 16.1	Possession of the site shall be within [5] days from the date of signing of the Contract.	
GCC 17.1	Commencement of work shall be within 7 days. However, the actual start date of contract duration shall be indicated in the 'Letter of Acceptance'	
GCC 18.1	Completion of works shall be within Completion of works from the date of commencing the works on the site shall be within the date as indicated in the 'Letter of Acceptance'	

GCC 19.1 & 19.2	The Contractor should submit the work plan at the time of signing the Contract and shall update the work plan every [4] weeks during the period of the Contract.
GCC 22.1	[Enter here the agreed rates for non-scheduled items of work if known, if not known then make the statement "The rates for non-scheduled items of works shall be determined by the Engineer".
An advance payment of [10] % of the Contract Price will be made to the Contract signing date.	
GCC 26.1	The Retention shall be [10] % of the final contract Price.
GCC 27.1	The liquidated damages for the whole of the Works are [0.05 %] per day. The maximum amount of liquidated damages for the whole of the Works is [10 %] percent of the Final Contract Price.
GCC 31.1	The Defects Liability Period shall be [1] (one year).
GCC 35.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works is 20% of the value of work not completed up to a maximum of 10% of the initial contract price]
GCC 36.1	The lowest evaluated bidder whose bid is considered abnormally low or unbalanced, following prescribed evaluation procedures, the bids shall be required to provide differential security in the form of "cash warrant" in addition to performance security. The cash warrant shall be valid for at least 6 months, and thereafter can be converted into bank guarantee. The payment has to be made within 15 working days after receipt of the letter of acceptance by the bidder. The additional security amount to be provided by the bidders, in the form of cash warrant shall be the difference between departmentally estimated amount and the amount quoted by the successful bidder less 20% of the departmentally estimated amount

Section 7 – Contract Forms

This section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after Contract award.

Contract Forms Form	Title
Form -1	Notification of Award
Form -2	Contract Agreement
Form -3	Bank Guarantee for Performance Security
Form -4	Bank Guarantee for Advance Payment

Notification of Award

Contract No:	Date:		
То:			
[name and address of Contractor]			
	e] for the execution of the Works for [name of project / Contract] for in words], as corrected and modified in accordance with the of the Employer].		
You are requested to proceed with the execution of the Works on the basis that this Notification of Award shall constitute the formation of a Contract, which shall become binding upon you furnishing a Performance Security within fourteen (14) days, in accordance with ITB Clause 32, and the signing the Contract Agreement within twenty-one (21 days, in accordance with ITB Clause 33.			
We attach the Contract Agreement and Special Corand signature.	nditions of Contract for your perusal		
	Signed		
	Duly authorised to sign for and on behalf of [name of Procuring Entity]		
	Date:		

Contract Agreement

THIS AGREEMENT, made the [day] of [month] [year] between [name and address of Employer] (hereinafter called "the Employer") of the one part and [name and address of Contractor] (hereinafter called "the Contractor") of the other part.

WHEREAS, the Employer invited Tenders for certain Works, viz, [brief description of the Works] and has accepted a Tender by the Contractor for the execution of those works in the sum of Ngultrum [insert amount in figures and words], hereinafter called "the Contract Price.

NOW THIS AGREEMENT WITNESSETH as follows:

- 1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
- 2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) The signed Contract Agreement;
 - (b) The letter of Acceptance;
 - (c) The completed Bid form as submitted by the Bidder;
 - (d) The Special Conditions of Contract;
 - (e) The General Conditions of Contract;
 - (f) Specifications
 - (g) The Drawings; and
 - (h) Any other document listed in the SCC as forming part of the Contract..
- 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 to remedy any defects therein in conformity in all respects with the provisions of the Contract.
- 4. 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.

IN WITNESS whereof the Parties thereto have caused this Agreement to be executed in accordance with the laws of Bhutan on the day month and year first before written.

	For the Employer	For the Contractor
Signature		
Print Name		
Title		
In the presence of (Name)		
Address		

Bank Guarantee for Performance Security

[this is the format for the Performance Security to be issued by any financial institute in Bhutan in accordance with ITB Clause 35]				
Contract No:	Date:			
То:				
[Name and address of Employer]				
PERFORI	MANCE GUARANTEE No:			
We have been informed that [name of Contractor] (hereinafter called "the Contractor") has undertaken, pursuant to Contract No [reference number of Contract] dated [date of Contract] (hereinafter called "the Contract"), the execution of works [description of works] under the Contract.				
Furthermore, we understand that, according to guarantee.	your conditions, Contracts must be supported by a performance			
At the request of the Contractor, we [name of bank] hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Nu [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Contractor is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.				
This guarantee is valid until [date of validity of guarantee], consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.				
Signature	Signature			

Bank Guarantee for mobilisation advance

Ithis is the format for the Advance Payment Guarantee to be issued by a financial institution in Bhutan in their letter pad in accordance with SCC Clause 25.21 Contract No: Date: To: [Name and address of Employer] ADVANCE PAYMENT GUARANTEE No: We have been informed that [name of Contractor] (hereinafter called "the Contractor") has undertaken, pursuant to Contract No [reference number of Contract] dated [date of Contract] (hereinafter called "the Contract"), the execution of works [description of works] under the Contract. Furthermore, we understand that, according to your conditions, Advance Payments must be supported by a bank quarantee. At the request of the Contractor, we [name of bank] hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Nu. [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Contractor is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein. We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Employer and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. This guarantee is valid until [date of validity of guarantee], consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

Section 8 Bill of Quantities (BoQ) Work: Construction of Four Units Pour Flash Toilet (Girl's)

Location : Mendrelgang CS

Dzongkhag: Tsirang
Title: Bill of Qunatity

	Title: Bill of Qunatity										
N o	BSR Code	Description of Items	Qty	Unit	Rate in Figure	Rate in Word	Amount				
1	CG0001	Clearing grass including removal of rubbish within 50m of site	54.0	sqm							
2	EW0030	Earth work in excavation over areas, depth >300mm, width >1.5m, area >10 Sq.m on plan, including disposal of excavated earth within 50m lead and 1.5m lift & disposed soil to be neatly dressed	102.6	cum							
3	EW0105	Excavation in foundation trenches or drains not exceeding 1.5m in width or area 10 sq.m on plan, including dressing & ramming, disposal of surplus soil within 50m lead & 1.5m lift	10.35	cum							
4	EW0109	Excavation in foundation trenches or drains not exceeding 1.5m in width or area 10 sq.m on plan, including dressing & ramming, disposal of surplus soil within 50m lead & 1.5m lift. Hard rock requiring chiselling (where blasting is prohibited) provision item	2.55	cu.m							
5	SM0072	Providing and laying Hand packed stone filling or soling with stones	1.64	cum							
6	CW0003	Providing and laying in position plain cement concrete excluding the cost of centering and shuttering - All work upto plinth level: 1:2:4 (1 cement:2 sand:4 graded crushed rock 20mm nominal size)	1.78	cu.m							
7	SM0005	Providing & laying Random Rubble Masonry with hard stone in foundation & plinth :In cement mortar 1:4	24.80	cu.m							
8	EW0195	Filling of trenches, sides of foundations etc. in layers <200mm using selected excavated earth, ramming etc. within lead 50 m & lift 1.5m	5.76	cu.m							
9	RC0083	Providing & fixing Thermo-Mechanically Treated reinforcement bar (Yield Strength 500 MPa) for R.C.C work including cutting, bending,binding and placing in position complete	7.48	kg							
10	RC0095	Providing & fixing centering and shuttering (formwork), including strutting, propping etc. and removal of formwork. Suspended floor, roof, landing, shelves and their supports, balconies, chajjas, etc.	0.66	sqm							

11	RC0014	Providing & laying in position reinforced cement concrete work in suspended floor, roofs having slope upto 150, landings, balconies, shelves and chajjas upto floor five level excluding the cost of centering, shuttering and reinforcement 1:1.5:3 (1 cement : 1.5 sand : 3 graded crushed rock 20 mm nominal	0.04	cum	
12	WW0003	Providing & fixing in position dressed wood work in frames of doors, windows, clerestory windows and other frames, wrought and framed: Mixed Conifer	0.14	cu.m	
13	WW0346	Providing & fixing Flush Door shutters (pre-fabricated), block- board core with commercial ply veneer.30mm	3.96	sq.m	
14	WW0300	Providing & fixing 38mm thick louvered shutters for windows, doors with fixed 12mm venetians, in Mixed Conifer excluding the cost of hinges	2.11	sqm	
15	WW0060	Providing & fixing roof framing, in trusses, purlins, rafters, posts, post plates including hoisting, etc (excluding steel items) :Mixed Conifer	0.88	cu.m	
16	PL0021	Providing & laying 12mm cement plaster C.M 1:4	96.26	sq.m	
17	PT0020	Providing & applying white or colour washing White washing with lime-new work-three coats	96.26	sqm	
18	PT0047	Providing and applying finishing coats Synthetic enamel, for steel & wood work, two coats on new work	38.58	Sq.m	
19	FL0052	Pal cement concrete flooring 1:2:4, finished with floating coat of neat cement -20mm aggregates, 50m thick	13.66	sq.m	
20	RF0003	Providing & fixing Pre Painted Steel Corrugated Roofing sheets, including bolts, hooks and nuts 8mm dia. with bitumen and G.I limpet washers filled with white lead for connection, excluding the cost of purlins, rafter and trusses.25g (0.50mm)	35.91	sq.m	
21	WW0030	Providing & fixing Eaves board (225x25mm) with moulding fitted and fixed with necessary screws - Mixed Conifer	27.90	m	
22	PL0075	Providing & laying cement plaster, finished with floating coat of neat cement: 20mm plaster in C.M 1:4	11.95	sq.m	
23	PI0041	Providing & fixing Indian-type vitreous china w.c squatting pan, including 100 mm H.C.I. P or S trap, 101 low level vitreous china cistern & fittings, repair walls: 580mm, white Orissa-model.	4.00	each	

24	PI0060	Providing & fixing white vitreous china foot rests (250x130x30mm) for Indian W.C	8.00	pair	
25	WW0546	Providing & fixing M.S. sliding door bolt, bright finished, enamelled with necessary screws etc. complete :250mm	4.00	each	
26	WW0647	Providing & fixing.brass tower bolt (barrel type) with necessary screws etc. complete - 100mm	4.00	each	
27	WW0635	Providing & fixing brass pressed butt hinges with necessary screws etc. complete. 100mm	8.00	each	
28	WW0556	Providing & fixing M.S. handle with necessary screws etc. complete - 100mm	4.00	each	
29	WW0630	Providing & fixing anodised aluminium kicking plate, 4mm thick with necessary aluminium screws etc. complete	2.88	sq.m	
30	SW0080	Providing & fixing M.S. round hold-down bolts with nuts and washer plates	6.00	kg	
31	SW0090	Providing, making and fixing M.S. straps, flats, sole plates etc.	19.09	kg	
32	PO0370	Providing & fixing P.V.C soil waste and vent pipes, single or double socketed, including pipe clip complete (excluding the cost of P.V.C fittings) :75mm dia	10.00	m	
33	PO0372	Providing & fixing P.V.C soil waste and vent pipes, single or double socketed, including pipe clip complete (excluding the cost of PVC fittings)110 dia	20.00	m	
34	PO0407	Providing & fixing P.V.C plain bend 110 dia.	3.00	each	
35	PO0417	Providing & fixing P.V.C door bend 110mm dia	4.00	each	
36	PI0002	Providing & fixing G.I. pipes including G.I. fittings & clamps & repair walls 20mm	8.00	m	
37	PI0001	Providing & fixing G.I. pipes including G.I. fittings & clamps & repair walls 15mm	12.00	m	
38	PI0205	Providing & fixing c.p. brass bibcock 15mm, standard vertical, c.p knob	7.00	each	
39	PO0600	Constructing Soak Pit : Size 1200x1200x1200mm, filled with brick bats including 100mm S. W drain-pipe x 1200mm long	1.00	each	
40	PO0614	Constructing Septic Tanks, in R.R Masonry in cement mortar 1:6, including fittings, C.I cover with frame, 40mm thick concrete flooring (40mm aggregates) cement plaster concrete base in C.C 1:4:8 etc. complete as per standard design 100 users	1.00	each	

41	DR0001	Providing and laying 50mm thick Plinth Protection and grouted with fine sand mix including well rammed, finishing the top smooth With cement concrete 1:3:6, 20mm aggregates, laid over 75mm thick layer of compacted gravel (40mm)	17.36	sq.m		
42	DR0105	Constructing Brick masonry manhole in cement mortar 1:5, R.C.C top slab with 1:2:4 20mm aggregates, foundation concrete 1:4:8 40mm aggregates, 12mm plaster in CM 1:3 finished with floating coat of neat cement and making channels in cement concrete 1:2:4 20mm aggregates, neatly finished complete. Inside dimension 900 x 800mm & 450mm deep including C.I. cover & frame (weight >38 kg) (Inspection chamber)	1.00	each		
43	DR0031	Constructing random rubble masonry open surface drain in cement mortar 1:6 including earth work in excavation, 100mm thick concrete base 1:5:10, 40 mm aggregate 25mm thick cement concrete 1:2:4, 12mm aggregate for filling haunches, including 20mm cement plaster with a floating coat of neat cement, disposal of surplus earth 150 x 200mm depth	31.70	m		
		•			Civil Total (A) Nu	
		Wiring				
1		Supplying and fixing of PVC & HDPE pipe on recessed including all accessories such as screws, bends, elbows, Tees, corners, etc. complete as required				
	CD0220	20mm HDPE	47.00	mtr		
	CD0224	40mm HDPE	9.00	mtr		
2		Provide & Draw Single Core 1.1KV grade PVC insulated copper conductor cable in existing HDPE concealed pipe				
	WC0104	2x1.5 sq.mm	93.00	mtr	 	
	WC0116	2x2.5 sq.mm	47.00	mtr		
	WC0121	2x4 sq.mm	19.00	mtr		,
	WC0095	1x1sq.mm	19.00	mtr		
3		Supplying & fixing of modular metal boxes for switch/socket outlet/switch socket combined/gang switches including base plate & cover plate etc as required (Roma Category A)				
	BX0050	Modular metal box 1 way	1.00	each		
	BX0051	Modular metal box 2 way	2.00	each		
	BX0052	Modular metal box 3way including power socket	1.00	each		
	BX0054	Modular metal box 6 way	1.00	each		

4		Supplying & fixing of 10A switch on existing metal box (recessed or surface) including necessary					
4		cutting, connection testing etc. as required.PVC/metal / moulded tough (Roma Category A)					
	SS0060	10A switch SP 1-way	10.00	each			
	SS0107	Ceiling Rose, 2 plate (PVC) 6A	9.00	each			
5		Supplying & fixing of socket outlet on existing PVC / metal/ moulded tough surface box/ metal box (recessed or surface) including necessary cutting, connection testing etc. as required (ROMA MAKE)					
	SS0195	5/6-pin, 20A socket outlet, shuttered	1.00	each			
6		Supplying & fixing of switch/socket on existing PVC / metal/ moulded tough surface box, metal box (recessed or surface)/ junction box (PVC/metal) including necessary cutting, connection testing etc as required.					
	SS0185	20A switch SP 1 way	1.00	each			
7		Supplying & fixing on existing PVC/wooden / metal/moulded tough surface box with fibre sheet cover,round block,junction box (recessed or surface) including necessary cutting, connection testing etc. as required.					
	SS0230	Plain pendant holder with alumetic 2 core PVC wire cord grip	9.00	each			
8		Supplying of prewired outdoor bulk head fittings luminiaries having die cast aluminium body, prismatic heat resistant glass cover held in the weatherproof gasket, MS galvanised wire guard, etc. suitable for GLS, CFL & LED lamps for wattage upto 1x100/1x60 watts complete with all accessories such as base, holder, glass, reflector, louvered, etc. complete but without lamp					
	OL0015	Projection 100mm, height 220mm, width 125mm, finish-painted, 1x60/100W	1.00	each			
9	LS0027	LED 9 watts bulbs	10.00	each			
		POWER CABLE (Category A)					
10		Supplying of 2 Core 1.1KV grade PVC insulated and sheathed aluminium conductor armoured power cables: Finolex/Havells/Nico makes					
	PC0122	6 sq.mm 2 core armoured	43.00	mtr			
11		Laying of 1 number PVC insulated sheathed power cable copper/aluminium, armoured/unarmoured 1.1KV grade from single core to four core direct in the ground including excavation, sand cushing, protective covering, and					

1 1		refilling the trenches etc. as required			I	
	CL0002	Above 6sq.mm to 25sq.mm	21.00	mtr		
		CONTROL GEAR & BUS BAR				
		Supply of miniature circuit breaker				
		(MCB) single pole, 230 volt A.C				
12		complete with all accessories suitable to fix on a din-bar etc. as				
		required Legrand/GE/L&T/ Merlin				
		makes				
	GB0270	SP MCB 6A	1.00	each		
	GB0272	SP MCB 16A	1.00	each		
		Supply of miniature circuit breaker (MCB) DP, 230 volt A.C complete				
13		with all accessories suitable to fix on				
10		a din-bar etc. as required				
		Legrand/GE/L&T/ Merlin makes				
	GB0315	DP 32A	1.00	each		
		Supply of SPN distribution board				
		(DIN type) with metal door, 230 volt A.C complete with all				
14		accessories without				
		MCB/isolator/RCCB out going or				
		incoming etc. as required				
	GB0515	4 way	1.00	each		
		Proividing & fixing of mixed conifer seasoned wood 650x500x230mm				
15		deep with locking arrangement and				
		cover with chiken mess wire				
	MR	including all necessary required Wooden DB Box 650x 400x 150mm	1.00	each		
	IVIIX	Erection/installation	1.00	Cacii		
		Erection of all indoor/outdoor				
		surface type wall bracket (single or				
4.0		double)/ surface ceiling fittings				
16		GLS lamps/ bulkhead GLS lamp / all types call bell / all type picture				
		or mirror lighting luminiaries				
		fittings with all accessories, fixing of				
	EI0002	1.5 sq.mm single core cable 1.1 KV	10.00	each		
		grade Installation, testing and				
		commissioning of SPN/DP				
		miniature circuit breaker DIN type				
17		complete with all accessories to accommodate on/in prefabricated				
		MS surface / MS cubical control				
		panel board including drilling				
	E10200	holes, connections etc as required	0.00	_ •		
	EI0380	6/10/16/20A	2.00	each		
		Installation, testing and commissioning of SPN/DP				
		miniature circuit breaker/				
18		RCCB/isolator DIN type complete				
		with all accessories to accommodate on/in prefabricated MS surface				
		/MS cubical control panel board				
		including drilling holes, connections				

		etc as required				
	EI0390	25/32/40A	1.00	each		
	E10390	Installation, testing and	1.00	each		
		commissioning of SPN DB (DIN				
		type, horizontal/vertical) with no door, metal door or arcylic door				
		(double/single door) complete with				
10		all accessories to accommodate				
19		incoming RCCB DP 16/25A sensitivity 30/100/300mA and				
		outgoing SP MCB 6/10/16A on/in				
		prefabricated MS surface/MS				
		cubical control panel board including drilling holes, connections				
		etc. as required				
	EI0495	4 way	1.00	each		
		Earthing				
		Providing and fixing of earthing including all accessories, machinery				
		enclosure, C.I cover plate having				
20		locking arrangement, watering pipe with excavation and refilling work				
		including charcoal or coke and salt				
		complete as required as per				
	ET0001	standard earthin With G.I. earth plate 600x600x6mm	1.00	aaab		
	E10001	Providing and laying of earth	1.00	each		
21		connection from electrode in 15mm				
		dia GI pipe from earth electrode				
	ET0015	with 4.06mm dia 8 SWG G.I. wire.	19.00	m	T1 (1 1 (D) 27	
					Electrical work (B) Nu:	
		Site Development wall for Girl's Toilet				
		Clearing jungle including uprooting of vegetation & trees of girth <				
1	CG0002	300mm, disposal within 50m of the	20	sqm		
		site				
		Earth work in excavation over areas, depth >300mm, width >1.5m,				
		area >10 Sq.m on plan, including				
2	EW0030	disposal of excavated earth within 50m lead and 1.5m lift & disposed	38	cu.m		
		soil to be neatly dressed :Ordinary				
		soil				
		Excavation in foundation trenches or drains not exceeding 1.5m in				
	EX.202.0=	width or area 10 sq.m on plan,	46.5-			
3	EW0105	including dressing & ramming,	12.35	cum		
		disposal of surplus soil within 50m lead & 1.5m lift - Ordinary Soil				
		Providing and laying Hand packed				
4	SM0072	stone filling or soling with stones	2.85	cu.m		

5	CW0008	Providing and laying in position plain cement concrete excluding the cost of centering and shuttering - All work upto plinth level: 1:4:8 (1 cement:4 sand:8 graded crushed stone 40mm nominal size)	2.35	cu.m				
6	EW0195	Filling of trenches, sides of foundations etc. in layers <200mm using selected excavated earth, ramming etc, within lead 50m & lift 1.5m	4.5	cu.m				
7	SM0005	Providing & laying Random Rubble Masonry with hard stone in foundation & plinth :In cement mortar 1:4	55.06	cu.m				
			Total Site Dev. wall for Girls Toilet (C) Nu.					
			Grand Total (A+B+C) Nu:					

Section 9. Drawings

Notes on Drawings

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder. The Drawings shall be dated, numbered and show the revision number.

















