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Tashi InfoComm Ltd.

BIDDING DOCUMENT

CONSTRUCTION OF TICL REGIONAL OFFICE AT PHUNTSHOLING

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Section – I

Invitation of Bid

1. Tashi InfoComm Limited invites sealed bids from the eligible Bhutanese Contractors (Large Class), holding valid trade license for construction of TICL Regional Office at Phuntsholing.

SI No.	Contract particulars	Last Date of Submission	Bid Security EMD (Nu)	Duration of Project
1	Construction of TICL Regional Office at Phuntsholing.	18/10/2023	385,000.00/-	12 months

2. A complete set of bidding documents can be downloaded from the Tashi-cell website from **28/09/2023 till 18/10/2023**. The last date of submission is on **1:00 pm on 18/10/2023** and shall be opened on same day at **2:00 pm** at TICL Head Office, Thimphu.
3. Bids must be accompanied by security of the amount specified for the work in the table above in the form of Demand Draft or Bank Guarantee, drawn in favor of the **Tashi InfoComm Limited Norzin Lam, Thimphu** For further information, please contact Civil Engineering Section at 77376779 (Exten-8805) during office hours.
4. Late applications will be rejected and returned unopened to the bidder. It is the sole responsibility of the bidders to ensure delivery of their bids before the time stated above.
5. The Employer will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
6. The Employer reserves the right to cancel/withdraw the invitation for Bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
7. Invited bidders may obtain further information, if required from the office of the Head, Civil, at the address as provided under Para 10.0 below.
8. The sealed bids and any other correspondences including clarification requests shall be addressed to the following address:

Karma Wangchuk
(Technical Officer, Civil Section)
TASHI INFOCOMM LIMITED
Phone: +97577376779 Ext. - 8805
Email: civil@tashicell.com

Section – II

Instructions to Bidders (ITB)

A. General

1. Scope of Bid

The Scope of bid shall include Complete Civil & finishing works, Electrical, Plumbing and Site Development works.

- 1.1. The Employer as defined in Bidding Data Sheet (BDS), invites Bids for the construction of Works, as described in the BDS and Section VI. The name and identification number of the Contract is provided in the BDS.
- 1.2. The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the BDS
- 1.3. Commissioning for the purpose of the Work Schedule shall mean successful completion of all site tests on all the goods and services that shall be installed by the Contractor after the successful pre-commissioning tests as per technical specifications.
- 1.4. Operational Acceptance for the purpose of work schedule shall mean successful completion of the Site Acceptance Test (SAT) and submission of all documents as per the contract.

2. Source of Funds

- 2.1. Tashi Info COMM Ltd. shall wholly finance the works/supply of goods named in the Invitation to Bid under the contract for which these tender documents are issued.

3. Eligibility

- 3.1. Works and supply of goods shall be contracted for depending upon the experience, qualification and evaluation of the bidders and their bids.
- 3.2. The invitation to Bid is open to all bidders having valid trade license and CDB certifications.
- 3.3. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 3.4. A bidder shall not have a conflict of interest. All bidders found to be in conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - 3.4.1. have controlling shareholders in common; or
 - 3.4.2. receive or have received any direct or indirect subsidy from any of them or
 - 3.4.3. have the same legal representative for purposes of this Bid; or
 - 3.4.4. have a relationship with each other directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another bidder, or influence the decisions of the Employer regarding this bidding process; or
 - 3.4.5. Submit more than one bid in this bidding process
 - 3.4.6. Participate as a consultant to other bidders in the preparation of the design or technical specifications of goods and related services that are subject to the Bid.
- 3.5. Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
 - 3.5.1. The bid, and in case of the successful bid, the Form of Agreement, shall be signed so as to be legally binding on all partners;
 - 3.5.2. One of the partners shall be authorized to be in charge; and shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
 - 3.5.3. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the joint venture and entire execution of the contract including payment shall be done exclusively with the partner in charge;

- 3.5.4. All partners of the joint venture shall be jointly and severally liable for the execution of the contract in accordance with the contract terms, and relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Agreement (in case of a successful bid); and
- 3.5.5. A copy of the agreement entered into by the joint venture partners shall be submitted with the bid.

4. Eligible Goods and Services

- 4.1. The provision and use of the Goods and services shall not infringe or violate any industrial property or intellectual property rights or claim of any third party.

5. Cost of Bidding

- 5.1. The Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Employer will in no case be responsible or liable for those costs.

6. Site Visit

- 6.1. The bidder, at the Bidder's own responsibility, is encouraged to visit the sites of works and its surroundings to obtain any information that may be necessary for preparing the Bid and a contract for the Works. The cost of visiting the sites shall be at Bidder's own expense. The Employer will assist in arranging site visits.

B. The Bidding Documents

7. Bidding Documents

- 7.1. The Goods and Services required, Bidding procedures and Contract terms are prescribed in the Bidding Documents comprising of the following:

7.1.1. Invitation of Bids -----	Section-I
7.1.2. Instruction to Bidders (ITB) -----	Section-II
7.1.3. Commercial Conditions of Contract-----	Section-III
7.1.4. Technical Specifications-----	Section IV
7.1.5. Contract Forms-----	Section –V
7.1.6. Bill of Materials, Site information and drawings-----	Section –VI

- 7.2. The Bidder is expected to examine the Bidding Documents, including all instructions, forms, terms and specifications. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the bidding documents in every respect will result in rejection of the Bid.

8. Clarification of Bidding Documents

- 8.1. Invited Bidders requiring any further information or clarification of the Bidding Documents may notify the Employer in writing or by fax at the contact address indicated in the Invitation of Bids. Telephone and email enquiries will be accepted. The Employer will respond in writing to any request for information or clarification of the Bidding Documents, which it receives no later than five (5) calendar days prior to the deadline for the submission of Bids prescribed in clause no. 20. The anonymous questions and the Employer's response will be sent in writing or by fax to all prospective Bidders who have been provided with bidding documents without naming the originator of the clarification within one week after receipt of the request for information

9. Amendment of Bidding Documents

- 9.1. At any time prior to the deadline for submission of Bids, the Employer may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by amendment.
- 9.2. The amendment shall be part of the bidding documents and will be notified in writing or by fax to all prospective Bidders who have received the bidding documents and will be binding on them.
- 9.3. In order to afford prospective bidders reasonable time in which to take the amendment into account for preparing their bids the Employer may at its discretion, extend the deadline for the submission of Bids.

C. Preparation of Bids

10. Language of Bid

- 10.1. The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English. Any printed literature furnished by the Bidder may be written in another Language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

11. Documents Comprising the Bid

The Bid shall comprise of the following components:

- 11.1. Bid Forms and other Schedules completed in accordance with clause 12, 13, 14 and Technical Specifications;
- 11.2. Compliance statement to bidding documents in accordance to clause 15; The Employer shall treat that the bidder has complied to all the clauses if the form is not filled up.
- 11.3. Documentary evidence establishing, in accordance with clause 17, that the Goods and Services to be supplied by the Bidder conform to the Bidding Documents;
- 11.4. Bid security furnished in accordance with clause 16;
- 11.5. Power of Attorney indicating that the person(s) signing the Bid have the authority to sign the Bid and thus that the Bid is binding upon the Bidder during the full period of its validity, in accordance with clause 20.

12. Bid Form

- 12.1. The Bidder shall complete an original Bid Form and the appropriate price, BOQ Bid Schedule and other Schedules furnished in Section-V. All the necessary forms required for bidding shall be submitted along with the bid.

13. Bid Prices

- 13.1. 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 prices is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 13.2. All duties, taxes and other levies payable by the contractor under the Contract, or any other Clause, shall be included in the rates and the total bid price submitted by the bidder, and the evaluation and comparison of bids by the Employer shall be made accordingly.

13.3. The rates and prices quoted by the bidder are fixed for the duration of the Contract and **not subject to adjustment** During the performance of the Contract.

14. Bid Currencies

14.1. All unit rates and prices shall be quoted only in Ngultrum.

15. Compliance to Bidding Document

15.1. The Bidder shall provide a Table of Compliance statement. If this information is not provided, the Employer shall treat that the bidder has complied with all the clauses of this document.

15.2. Sufficiency of Contract Price

15.2.1. The Contractor shall be deemed to have satisfied himself and, in his Bid, taken into account:

15.2.2. All the conditions and circumstances affecting the Contract Price;

15.2.3. The possibility of carrying out the Works as described in the Contract;

15.2.4. The general circumstances at the Site and weather conditions during the contract period;

15.2.5. The general labour position at the Site;

15.2.6. With respect to the above provision, the Contractor shall be deemed to have also satisfied himself, before bidding, with

- Existing conditions, nature of existing roads and bridges and other means of access to the Site;
- Presence of artificial obstructions on ground, underground or in air; boulders, or released water and structures constructed for the existing telecommunication facilities, or of the like.
- Stability of existing slopes in the Site.
- Nature of the surface and sub-surface on or in which the Works are to be executed or in the immediate vicinity of the Works, and the nature and extent of surface water or water contained in the sub-soil by which the Works may be affected under all possible climatic conditions.

15.3. If the Specification does not contain particulars of materials and Works, which are obviously necessary for the proper completion of the Works, all such materials and works shall be supplied and executed by the Contractor without any extra charge. The Contractor shall be responsible for checking the information given in writing by the Employer for obvious omissions or inconsistencies, and for his interpretation of information received from whatever source.

16. Bid Security

16.1. Pursuant to clause 12 the Bidder shall furnish, as part of its Bid, a Bid Security as specified in Invitation of Bids for an amount of not less than **Nu. 385,000.00/- (Ngultrum three hundred eighty five thousand only)** in the form of a bank guarantee or a crossed bank draft in the favor of the Employer in the currency of the quote. It shall be valid for thirty (30) days from the latest date for submission of the bid.

16.2. Any Bid not secured in accordance with clause 16.1 will be rejected by the Employer as non-responsive pursuant to clause 27.

- 16.3. An unsuccessful Bidder's Bid security will be discharged or returned as promptly as possible upon award of contract, but in any event not later than thirty (30) days after the expiration of the period of Bid validity prescribed by the Employer pursuant to clause 17.
- 16.4. The successful Bidder's Bid security will be discharged or returned upon the Bidder's signing the contract, pursuant to clause 35, and furnishing the performance security, pursuant to clause 36.
- 16.5. The Bid security may be forfeited:
- 16.5.1. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid form: or
 - 16.5.2. if a Bidder does not accept the correction of its Bid price in accordance with clause 28; or in the case of a successful Bidder,
 - 16.5.3. if the Bidder fails to sign the Contract in accordance with clause 35; or furnish the performance security in accordance with clause 36.
 - 16.5.4. The form for Bank Guarantee for Bid security is enclosed at Section-V: Contract Forms.

17. Period of validity of Bids

- 17.1. Bids shall **remain valid for 90 days** after the date of Bid opening prescribed by the Employer pursuant to clause 24.
- 17.2. Notwithstanding clause 17.1 above the Employer may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the responses thereto shall be made in writing or by fax. If the bidder agrees to the extension request, the validity of the bid security provided under clause 16 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required or permitted to modify its Bid.

18. Format and Signing of Bid

- 18.1. The Bid form and accompanying documents (as specified in Clause 12), clearly marked "Original Bid"
- 18.2. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written power of attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid. The name and position held by each person signing must be typed or printed below the signature.
- 18.3. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 18.4. The Bidder shall furnish the information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid relating to this Bid and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

19. Sealing and Marking of Bids

- 19.1. The Bid must be accompanied with the requisite Bid security in separate sealed inner and outer envelopes. The Envelopes must be marked "Bid Security."
- 19.2. All envelopes shall be marked:

20. Deadline for The Submission of Bids

- 20.1. The original Bid, together with the required copies of BOQ only, must be received by the Employer at the address specified in Clause 8 under “Invitation of Bids” no later than the time and date specified in the Invitation of Bids. It is the sole responsibility of the bidder to ensure that the bid is delivered on time.
- 20.2. The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with clause 9.0, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

21. Bid per Bidder

- 21.1. The bidder is allowed to bid only 1 bid.

22. Late Bids

- 22.1. Any bid received by the Employer after the deadline for submission of Bids prescribed by the Employer, will be declared “Late” and rejected and returned unopened to the Bidder.

E. Bid Opening and Evaluation

23. Opening of Bids by the Employer

- 23.1. The Employer shall open Bids, in the presence of Bidder’s representatives who choose to attend the Bid Opening, as per the time, date and venue specified in the Invitation of Bids. The bidders’ representatives who are present shall sign a register evidencing their attendance.
- 23.2. The Employer will prepare minutes of the Bid opening; including the information disclosed to those present in accordance with clause no 24.1

24. Process to be Confidential

- 24.1. Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer’s and/ or the Employer’s processing of bids or award decisions may result in the rejection of the bidder’s bid.

25. Clarification of Bids

- 25.1. To assist in the examination, evaluation and comparison of bids, the Employer may, at its discretion, ask the bidder for a clarification of its bid. All responses to request for clarification shall be in writing and **no change** in the price or substance of the bid shall be sought, offered or permitted.

26. Preliminary Examination of Bids

- 26.1. The Employer will examine the bids to determine whether they are complete, whether required securities have been furnished, whether it is technically substantially responsive according to the bidding documents.
- 26.2. A Bid determined as not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

27. Correction of Errors

27.1. Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows.

27.1.1. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

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

27.1.3. The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with sub-clause 16.5

28. Evaluation and Comparison of Bids

28.1. The bids shall be evaluated for both technical as well financial aspects. The total weightage given to technical evaluation is 60% and the remaining 40% for financial evaluation. The total score covering the technical and financial evaluation shall be made as follows:

28.2. TECHNICAL EVALUATION (70 points)

28.2.1. **Similar Work Experience (0-20 points):** The Employer shall consider the aggregate size of similar works (maximum three) in the last five (5) calendar years. The evaluation score for this parameter shall be based on the following scoring criteria and similar work experience information submitted by contractor.

Parameter	Levels of Achievement	Score
Aggregate size of similar contracts (max 3) in the last 5 calendar years	<input type="checkbox"/> $\geq 175\%$ of current project size	<input type="checkbox"/> 20
	<input type="checkbox"/> 125-175% of the current project size	<input type="checkbox"/> 10
	<input type="checkbox"/> 75-125% of the current project size	<input type="checkbox"/> 5
	<input type="checkbox"/> $<75\%$ of the current project size	<input type="checkbox"/> 0

The bidder shall be responsible for submitting the similar work experience information like experience letter from previous working agency.

28.2.2. **Access to adequate equipments (0-25 points):** The Bidder should demonstrate that it will have access to the key Contractor's equipment listed below:

Tier	Equipment	Number Required	Max. Marks
Tier I	BACKHOE	1	50
Tier II	TIPPER	2	30
Tier III	CONCRETE MIXER MACHINE	1	20
		Total	100

Following are the rules that govern the scoring on equipment:

The 100 points shall be allocated as follows:

Tier I importance: 50 points

Tier II importance: 30 points

Tier III importance: 20 points

Total marks out of 100 will be scaled down to 25. Bidder shall get 100% marks if the equipment is owned and 75% marks if hired.

The Bidder shall provide following details of proposed items of equipment using the relevant Form in Section V:

1. Copy of the registration certificate of each equipment committed
2. Copy of Insurance policy for each equipment where applicable
3. In case of hiring, copy of the lease agreement (specific to the project) in addition to 1 & 2 above
4. In case of equipment that do not require registration with RSTA copy of cash memos stamped by RRCO if newly imported or copy of sale deeds or verification letter issued by a Government Engineer.

28.2.3. **Access to skilled manpower (0-25points):** The skilled and experienced manpower required for the timely and quality execution of the work to be made available for the Contract by the Bidder shall be as specified below:

Tier	Position	Qualification & Experience	Score
Tier I	Project Manager	BE Civil engineer with 5 or more yrs experience /or Diploma Civil with 7 or more yrs of experience	30
Tier II	Project Engineer(Civil)	BE Civil engineer with 2 or more yrs experience or Diploma Civil with 5 or more yrs of experience	25
Tier III	Electrical Engineer	BE Electrical engineer with 2 or more yrs experience or Diploma Electrical with 5 or more yrs of experience	25
Tier IV	Site Supervisor	BE Civil engineer/Diploma Civil engineer/VTI Graduate	20
		Total	100

Following are the rules that govern the scoring on equipment:

The 100 points shall be allocated as follows:

Tier I importance: 30 points

Tier II importance: 25 points

Tier III importance: 25 points

Tier IV importance: 20 points

Total marks out of 100 will be scaled down to 25

The Bidder shall provide following details of the proposed manpower and their experience records:

1. Original signed CVs of technical manpower committed.
2. Copies of Citizenship ID Cards or work permit/ Passport/ Election/Voter ID cards (for foreign workers) of all manpower committed.
3. Copies of contract agreements with all personnel if they have been hired on contract by the contractor.
4. Copies of Provident Fund Account Documents for all regular personnel or payrolls or Copies of monthly remittance schedule of Health Contribution and Tax Deducted at Source for all regular personnel committed for this project.

28.2.4. **Credit Line available (unused) (0-30 points):** The Bidder shall demonstrate that it has access to lines of credit sufficient to meet the construction cash flow requirements estimated. The credit line available shall be for 3 months for the contract.

The employer shall award points based on following criteria:

Parameter	Level of achievement	Score
Credit Line Available(unused)	<input type="checkbox"/> $\geq 100\%$ of estimated 3 months project cash flow	<input type="checkbox"/> 30
	<input type="checkbox"/> 80-100% of estimated 3 month project cash flow	<input type="checkbox"/> 20
	<input type="checkbox"/> 60-80% of estimated 3 month project cash flow	<input type="checkbox"/> 10
	<input type="checkbox"/> $<60\%$ off estimated 3 month project cash flow	<input type="checkbox"/> 0

The Bidder shall provide following details in the relevant Forms included in Section V, Bidding Forms

1. The Bidder shall submit from the bank or financial institutions in Bhutan showing evidence of access to or availability of credit line for the project using relevant form.

Total marks out of 100 for Technical will be scaled down to 60

28.3. Minimum Technical Score

A bidder should obtain a score of at least 60 points out of 100 on these parameters (Capability & Capacity combined) in order to qualify for the award stage.

28.4. Bid Comparison :

28.4.1. The Employer will evaluate and compare the bids previously determined to be substantially responsive, pursuant to clause 27.0

28.4.2. In evaluating the Bids, the Employer shall determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

28.4.3. making any correction for errors pursuant to ITB Clause 28;

28.4.4. excluding provisional sums and the provision (unless no rates have been asked from the bidders), if any, for contingencies in the Bill of Quantities, but including Day work, where priced competitively;

28.4.5. making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.4.

28.5. Bid Evaluation Criteria

The bids shall be evaluated for both technical as well financial aspects. The total weightage given to technical evaluation is 70% and the remaining 30% for financial evaluation. The total score covering the technical and financial evaluation shall be made as follows:

Total Scoring Criteria	Weight
Technical Evaluation	60
Financial Evaluation	40
Total	100

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

28.7. If the Bid which results in the lowest evaluated Bid price is abnormally low, seriously unbalanced and/or front loaded in the opinion of the Employer, the Employer shall require the Bidder to produce written explanations of, justifications and detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. Such explanations, justifications and analyses may also include, but are not limited to, details of the technical solutions chosen, exceptionally favorable conditions available to the Bidder for the execution of the Contract, and the originality of the Works proposed by the Bidder. After objective evaluation of the explanations, justifications and price analyses, taking into consideration the schedule of estimated Contract payments, if the Procuring Agency decides to accept the abnormally low, seriously

unbalanced and/ or front loaded price, the bidder shall be required to provide additional differential security equivalent to the difference between the estimated amount and the quoted price in addition to the performance security.

Award of Contract

29. Contacting the Employer

29.1. From the time of Bid opening to the time of contract award, Bidders are not allowed to contact the Employer on any matter related to the Bid unless requested to do so by the Employer.

29.2. Any effort by a Bidder to influence the Employer in the decisions in respect of Bid evaluation, Bid comparison or contract award, will result in the rejection of the bidder's bid.

30. The Employer's Right to Accept or Reject any or All Bids

30.1. The Employer reserves the right to accept or reject any Bid without citing any reason whatsoever and to annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer' action.

31. Post Qualification and Award

31.1. The Employer will determine to its satisfaction whether the bidder selected as having submitted the lowest-evaluated, responsive bid is qualified to satisfactorily perform the contract.

31.2. The determination will consider the bidder's information on his financial and technical situation as submitted as part of the bid.

31.3. An affirmative determination will be the prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the bidder's bid.

31.4. The Employer will award the contract to the successful bidder whose bid has been determined to be lowest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the contract.

31.5. The award of contract shall be through one contract. The Employer reserves the right to request the successful bidder to a meeting at TICL Office in Thimphu for clarifications of issues related to his bid or his alternate bid. If the successful bidder declines the request for a meeting or does not attend a meeting agreed upon his bid will be rejected and the bid security forfeited.

32. The Employer's Right to vary Quantities

32.1. The Employer reserves the right to increase or decrease up to 30% (Thirty percent only) of contract value, the quantity of Goods and services specified without any change in unit price or other terms and conditions during the execution of the contract. However, the quantities of individual items and services may vary up to any extent.

33. Notification of Award

33.1. The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and

completion or supply of Goods by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract price").

33.2. The Notification of Award/ letter of Award will constitute the formation of the contract.

33.3. Upon furnishing the performance security by the successful Bidder, the Employer shall promptly notify the other bidders that their bids have been unsuccessful.

34. Signing of Contract

34.1. At the time of Notification of Award/ letter of Award, the Employer will send the successful Bidder the Contract form provided in these Bidding Documents, incorporating all agreements between Employer and the successful bidder.

34.2. Within ten (10) days of receipt of such contract form, the successful Bidder shall sign the contract and return it to the Employer or shall come in person to sign the contract at the location agreed by the parties.

34.3. The successful bidder shall submit the following documents before signing the contract:

34.3.1. Detailed Workplan for the entire duration of the project indicating important milestones of the project

34.3.2. Detail Cashflow plan indicating cashflow prediction for the entire duration of the project.

35. Performance Security

35.1. The Contractor shall under the terms of the contract, at the notification of award provide a performance security in the form of a guarantee on first demand issued by the Contractor's bank. The guarantee amount shall be 10% of the contract price denominated in the proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

35.2. The performance security shall, under the terms of the contract, expire when a clean verification certificate has been issued at the end of the guarantee period and no later than twelve (12) months after commissioning.

36. Corrupt/Fraudulent Practices

36.1. The Employer requires that the Bidders/ Contractors observe the highest standard of ethics during the procurement and execution of such contract. In pursuance of this policy, the Employer;

a) defines, for the purpose of this provision, the terms set forth below as follows:

i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

ii) "Fraudulent practice" means misrepresentation of facts in order to influence a procurement process or the execution includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

37. Necessary Documents to be Submitted Along with Bid

The following documents must be submitted along with the bid.

- i) Valid CDB certificate
- ii) Valid Trade License
- iii) Form of Bid
- iv) Bid security
- v) Contractor's Declaration form
- vi) Experience certificates
- vii) Signed Integrity Pact

38. Adjudicator

38.1. The Employer may propose the person named in the BDS to be appointed as Adjudicator under the Contract. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the bidder's nomination of the Adjudicator, the Adjudicator may be appointed by mutual consent.

39. Advance Payment

39.1. Advance payment of 10% of bid amount shall be released within 1 (one) week from the date of signing of contract.

39.2. The successful bidder shall submit a Bank Guarantee equivalent to the advance payment released valid till the duration of the project period.

SECTION II. BIDDING DATA SHEET³⁶

A. General	
ITB 1.1	<p>The Employer is Tashi Infocomm Ltd</p> <p><i>The name and identification of the contract are</i> Construction of TICL Regional Office at Phuntsholing</p> <p><i>The Works include</i> Complete Civil and Finishing works, Electrical works, Plumbing works and Site development works.</p>
ITB 1.2	The Intended Completion Date is 12 months
ITB 6	Site Visit is Mandatory for all bidders. All bids should be accompanied with Site visit report
B. Bidding Documents	
ITB 8.1	<p>The Employer's address for clarification is:</p> <p>Technical Officer, Civil Section Strategic Planning & Projects Department Tashi InfoComm Limited Email: civil@tashicell.com Mobile: 77376779</p>
ITB 8.2	Pre-bid Meeting shall NOT be held
C. Preparation of Bids	
ITB 10.1	The language of the bid is: English
ITB 11	Any additional materials required to be completed and submitted by the Bidders are: SIGNED INTEGRITY PACT
ITB 13.3	The Contract is subject to price adjustment- NO
ITB 14.1	The authority for establishing the rates of exchange shall be the Royal Monetary Authority of Bhutan.
ITB 16.1	The Bid Security amount is Nu 385,000.00 (three hundred eighty five thousand)
ITB 17.1	The Bid shall be valid for 90 (ninety) days from the deadline for submission of Bids stipulated in ITB Clause 20.1
ITB 18.1	In addition to the original Bid, the number of copies is – 1(one)
D. Submission of Bids	
ITB 19.1	Bidders may submit their Bids electronically: NO

ITB 19.1	The Employer's address for the purpose of Bid submission is: Conference Hall, TICL office, Behind BOD, Lungtenzampa, Thimphu
ITB 19.2	The name and Identification number of the contract as given in CONSTRUCTION OF TICL REGIONAL OFFICE AT PHUNTSOLING "DO NOT OPEN BEFORE 2:00 pm (BST), 18/10/ 2023"
ITB 20.1	The deadline for submission of Bids shall be before 1pm on 18/10/ 2023
ITB 21.1	Alternative Bids SHALL NOT <i>be</i> considered.

Section II. Bidding Data Sheet

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E. Bid Opening and Evaluation	
ITB 24.1	The Bid opening shall take place on the same day as the closing day of the bid submission at: at the conference room of TICL office, behind BOD, Thimphu. Date: 2pm on 18/10/ 2023
F. Award of Contract	
ITB 36.1	The Performance Security shall be provided in any one of the following forms: (a) Demand guarantee in the form provided for in Section X, Security Forms, or (b) Banker's certified cheque/cash warrant, or (c) Demand draft.
ITB 39.1	The Adjudicator proposed by the Employer is CDB Disputes arising from the implementation of the provisions of the Contract shall be settled first by negotiations between the Contractor and the Employer in order to arrive at an amicable settlement. If negotiations fail between the parties, the dispute shall be referred to the CDB and finally resolved by Arbitration in accordance with rules and procedures of CDB enforced at the time of submission through its National Arbitration Committee. Either party can take the case to the court in Bhutan if the Arbitration award is not acceptable to them. If the case is taken to the court, all the decisions made by the Arbitration committee will be null & void
ITB 40.1	The Advance Payment shall be limited to ten percent (10%) of the Contract Price.

Section – III
Commercial Conditions of Contract (CCC)

1. Definition

In the context of the Bidding documents, the following terms shall be interpreted as indicated:

"The Bid" means the proposal submitted by the Bidder

"Bidder" means any legal entity representing vendors, systems integrators, manufacturer, etc submitting a Bid.

"The Contract" means the agreement entered into between the Employer and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

"The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

"The Goods" means all the equipment, machinery, its spare parts, materials and accessories which the Contractor is required to supply to the Employer under the Contract.

"The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provisions of technical assistance, training and other such obligations of the Contractor under the Contract.

"The Employer" means Tashi InfoComm Limited, a company incorporated under the Companies act of Bhutan

"The Employer's country" is the Kingdom of Bhutan

"Day" means a calendar day.

"Commencement Date" means the date of signing of contract agreement

"Contractor" means *[name & address of the contractor to be inserted]*

"Contractor's Equipment" means all plant, equipment, machinery, tools, appliances or things of every kind required in or for the purposes of execution of the works and which are to be provided by the Contractor, but does not include goods/equipment or other things intended to form or forming part of the works.

"Warranty Period" or "Defect Liability Period" means the period of validity of guarantee following taking over certificate/final acceptance, during which the Contractor is responsible for making good, at his own cost, the defects and damages occurred to the works or part thereof, in accordance with Clause 15.

"Employer's Representative" means any representative of the Employer appointed in writing by the Employer to perform the duties of the Employer.

"Notification of Award/Letter of Award" means the formal award by the Employer incorporating all the adjustments or variations to the Bid agreed between the Employer and the Contractor. The Notification of Award/Letter of Award will constitute the formation of Contract until the signing of the Contract Agreement.

"Works" means and includes Goods, Plant & Equipment and Materials to be supplied and installed (the Goods supplied by both the Contractor and the Employer) as well as all the Services to be carried out by the Contractor under the Contract.

"Site" means the Land & other place or places upon which works is to be carried out by the Contractor and such other land or places as may be specified in the Contract as forming part of the site.

"Specification" means the technical and functional specifications of the Supplies, Services, and Works included in Chapter- II of the Bidding Documents as included in the Contract including any modification thereof by the Employer during the tender period.

"Government" means the Royal Government of Bhutan.

"Project" means the project for the site development works and construction of tower, shelter and DG foundation under the terms and conditions contained in the Bidding Documents

The **Project Manager** is the person named in the BDS (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Employer) who is responsible for supervising the execution of the Works and administering the Contract.

"Pre-commissioning" means tests and verifications on the equipment and associated accessories as per specification which is required to be carried out by the Contractor in preparation of commissioning.

"Commissioning" means tests on all power supply facilities for powering up GSM base stations/ repeater stations to be performed by the Contractor after the successful pre-commissioning tests as per requirement stipulated in Technical Specification.

"Site Acceptance Test (SAT)" shall refer to the satisfactory completion of commissioning tests as per Technical Specification at a site.

"Operational Acceptance" means completion of all SAT and submission of all documents as per Technical Specification.

Interpretation

Words importing persons or parties shall include Firms and Corporations and any Organization having legal entity. Words importing the singular also include the plural and vice versa where the context requires.

Communications

Wherever in the Contract provision is made for a communication to be "written" or "in writing" this means any hand written, type written or printed communication including facsimile transmission. Wherever in the Contract provision is made for the giving of notice, consent or approval by any person, such consent or approval shall not be unreasonably withheld, unless otherwise specified, such notice, consent or approval shall be in writing and the word "notify" shall be construed accordingly. Communication related to this Contract shall be between the Employer's representative and the Contractor's Representative, unless otherwise agreed upon between the parties.

Unit of Measures

The Metric System of measurement shall be used exclusively in the Contract.

2. Use of Contract Documents and Information

- 2.1 The Contractor shall not, without the Employer's prior written consent, disclose the contract, or any specification, drawings, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, so far as may be necessary for purposes of such performance.
- 2.2 The Contractor shall not, without the Employer's prior written consent, make use of any Document or information specified in Clause 2.1 above, except for purpose of performing the contract.
- 2.3 Any Document, other than the contract itself, specified in Clause 2.1 above, shall remain the property of the Employer and shall be returned (in all copies) to the Employer, on completion of the Contractor's performance under the contract, if so required by the Employer.
- 2.4 The Contract shall consist of duly executed Contract Form and the following documents including other documents referred to therein (hereinafter referred as the "Contract Documents"):

- a. Notification of Award/Letter of Award;
- b. Commercial Conditions of Contract;
- c. Technical Specifications of Contract;
- d. Bill of Quantities, site information and Drawings;
- e. The Contractor's bid.
- f. Work plan
- g. Cash flow plan
- h. C.A.R Insurance

The aforesaid documents shall be taken as complimentary and mutually explanatory of one another. However, in the event of any discrepancy or inconsistency within the Contract Documents, then the Documents shall prevail in the order listed above.

3. Change Orders

- 3.1 The Employer may at any time, by written notice to the Contractor, make changes within the general scope of the contract in any one or more of the following:
 - a. Drawings, designs or specifications, where Goods to be furnished under the contract are to be specifically manufactured for the Employer.
 - b. The method of installation.
 - c. The place of delivery.
- 3.2 Upon notification by the Employer of such change, the Contractor shall submit to the Employer an estimate of costs for the proposed change (hereinafter referred to as the Change), within ten (10) calendar days of receipt of notice of the change, and shall include an estimate of the impact (if any) of the change on the delivery dates under the contract, as well as a detailed schedule for the execution of the change, if applicable.
- 3.3 The Contractor shall not perform changes in accordance with clause 3.1 above until the Employer has authorized a change order in writing on the basis of the estimate provided by the Contractor as described in clause 3.2 above.
- 3.4 Changes mutually agreed upon as a change shall constitute a part of the work under this contract, and the provisions and conditions of the contract shall apply to the said change.
- 3.5 The Employer, in addition to situation described in clause 3.1 above, reserves the right to increase or decrease the quantity of goods and services specified to the extent of 30% (Thirty percent) of original contract price, by way of a suitable amendment to the Contract, without any change in unit price or other terms and conditions during the execution of the Contract. However, the quantities of individual items and services may vary up to any extent. The provisions of sub-clause 3.2, 3.3 and 3.4 shall not be applicable in case of the Employer's decision to exercise its right under this sub-clause for quantity variation.

4. Contract Amendment

- 4.1 Subject to clause 3, no variation in or modification of the conditions and terms of the contract shall be made except by written amendment signed by the parties and agreed by the Employer.

4.2 All changes to the Contract, including Change Orders in accordance with clause 3 shall have the Employer's approval before becoming effective.

5. Sub-Contracts

5.1 The Contractor shall not sub-contract all or any part of the contract without first obtaining the Employer's approval in writing of the sub-contracting and the sub-contractor.

5.2 The Contractor guarantees that any and all sub-contractors of the Contractor for performance of any part of the work under the contract will comply fully with the terms of the contract applicable to such part of the work under the contract.

6. Country of Origin

6.1 All goods and services supplied under the contract shall originate from any country.

6.2 For purposes of this clause, "Origin" shall be considered to be the place where the goods were mined, grown or produced. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

7. Inspections and Tests.

7.1 The Employer or its representative shall have the right to inspect and/or to test the Goods and quality of work to confirm their conformity to the Specifications. The Employer shall notify the Contractor in writing of the identity of any representatives retained for these purposes. All the field tests required shall be done as per technical specifications

7.2 The Inspections and tests may be conducted on the premises of the Contractor or its sub-contractor at point of delivery or at the Goods' final destination. When conducted on the premises of the Contractor, or its sub-contractor all reasonable facilities and assistance including access to drawing and production data, shall be furnished to the inspectors at no charge to the Employer.

7.3 Should any inspected or tested Goods/works fail to conform to the Specifications, the Employer may reject them, and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet the requirements of the Specifications, free of cost to the Employer.

7.4 The Employer's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at site shall in no way be limited or waived by reason of the Goods' having previously been inspected, tested and passed by the Employer or its representatives prior to the Goods' shipment from the country of origin

7.5 Nothing in Clause 7 shall in any way release the Contractor from any Warranty or other obligations under the Contract.

7.6 The Contractor shall give the Employer reasonable notice in writing, at least thirty (30) days in advance, of the date on and the place at which any Goods/Works will be ready for testing as provided in the Contract. The Employer shall attend at the place so named within fifteen (15) days of the date which the Contractor has stated in his notice. The Employer shall give the Contractor twenty-four (24) hours of notice in writing of his intention to attend the tests.

8. Transportation

8.1 The Contractor shall at its own risk and expense transport all the goods and the Equipment to the site by the mode of transport which the Contractor judges most suitable under all circumstances.

8.2 Unless otherwise provided in the contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the goods and the Contractor's equipment.

8.3 The Contractor shall be responsible for obtaining, if necessary, approvals, from the authorities for transportation of the goods and the equipment to the site. The Employer shall use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the goods and the Contractor's equipment to the site.

9. Patent and Intellectual Property Rights

9.1 The Contractor shall indemnify and hold the Employer harmless against all third-party claims of infringement of patent, trademark, industrial design rights or intellectual property rights arising from use of the goods or any part thereof.

10. Performance Security

10.1 The Contractor, at his own cost, shall cause an unconditional Performance Security to be furnished to the Employer in the amount of ten percent (10%) of the Contract Price. Such Performance Security shall be provided, in the form satisfactory to the Employer, within **ten (10)** days after the Contractor's receipt of the Notification of Award of Contract/Letter of Award.

10.2 The proceeds of the Performance Security shall be payable to the Employer as compensation for any loss resulting from the Contractor's failure to complete its work under the Contract. The Performance Security shall be payable on first demand itself without conditions or proof.

10.3 The Performance Security shall be denominated in the currency of the Contract and shall be in the form of a bank guarantee, issued by a bank acceptable to the Employer as per the form enclosed in Section-V of this document.

10.4 The Performance Security shall be initially valid till 90 days after the expiry of the Warranty Period, and shall be extended appropriately as Warranty Period is extended in accordance with Clause 14. The Performance Security shall be kept valid until the Contractor has executed, completed and remedied defects in the Works in accordance with the Contract. No claim shall be made against the Performance Security after the issue of the Defect Liability Certificate and the Performance Security shall be returned to the Contractor within 30 days of the issue of the Defects Liability Certificate.

11. Indemnity

11.1 The Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages and costs and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss or damage to any property (other than the works whether accepted or not), arising in connection with the execution of the work and by reason of the negligence of the Contractor or its Sub-Contractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Employer, its other Contractors, employees, officers or agents.

11.2 If any proceedings are brought or any claim is made against the Employer which might subject the Contractor to liability under Clause 11.1 above, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Contractor fails to notify the Employer within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the thirty (30) days period, the Employer shall make no admission which may be prejudicial to the defense of any such proceedings or claim.

The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

12. Insurance

- I. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:
 - a. loss of or damage to the Works, Plant and Materials to be built into the works.
- II. Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred. Payments received from insurers shall be used for the rectification of loss or damage.
- III. If the Contractor does not provide any of the policies and certificates required, the Employer may affect 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 from the Contractor to the Employer.
- IV. Alterations to the terms of insurance shall not be made without the approval of the Project Manager.

13. Acceptance

- 13.1 Upon completion of the work under the contract, a meeting shall be held for the purpose of accepting the goods and services (hereinafter called the Final Acceptance). Such meeting shall constitute the final acceptance of the goods and services under the contract, unless the Employer during the meeting shows defects or shortcomings or both. In case of defects or shortcomings or both which in the Employer's opinion are considered essential, a new meeting shall be convened when the Contractor has given notice of completion of the corrective work carried out with regard hereto. Otherwise, the Employer may accept the goods if the defects or shortcoming or both are not considered essential and the Contractor have agreed to carry out the repairs in conformity with this contract.
- 13.2 Upon final acceptance of the Work, the Employer shall issue a "Final Acceptance Certificate" in the form of "Taking over Certificate" to the Contractor. Separate certificates may be issued for each of the three packages of the project.

14. Warranty

- 14.1 The Contractor warrants to the Employer that the Goods and services supplied under the Contract will comply strictly with the technical specifications and it shall be free of any manufacturing defects. The Contractor warrants to the Employer that all equipment, materials and supplies furnished by the Contractor or its sub-contractors for the purpose of the goods will be new, merchantable of the most suitable grade, and fit for their intended purposes. The Contractor further warrants that the services to be carried out under this contract will conform with generally accepted professional standards and engineering principles.
- 14.2 This Warranty shall remain valid for six months after the Final Acceptance test of the works.
- 14.3 The Employer shall promptly notify the Contractor in writing of any claim arising under this warranty.
- 14.4 Upon receipt of such notice, the Contractor shall promptly repair or replace the defective goods or parts thereof, inclusive of, where applicable, the cost of inland delivery of the repaired or replaced goods or parts from the port of entry to the final destination and their installation.
- 14.5 The Contractor shall promptly correct, at no cost to the Employer any defect in any work of correction performed pursuant to clauses 14.2 and 14.4 above upon receipt of written notice of defect within six (6) months from acceptance of the indicated defect.

14.6 If the Contractor, having been notified, fails to remedy the defect(s) in accordance with the contract, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's expense. The Contractor's warranty pursuant to this clause 15 is without prejudice to any other rights or remedies which the Employer may have against the Contractor under the contract.

14.7 A verification certificate must be issued and approved by the Employer in accordance with the Employer's "Guidelines for inspection/verification" at the end of the warranty period. In case of defects the Contractor must remedy any such defects as part of his warranty obligations until no defects are found. The warranty period is extended correspondingly without any costs for the Employer.

15. Payment

15.1 The payments to the Contractor for the performance of the Contract will be made by the Employer in the currency identified in the Contract as per the methods, terms and conditions specified herein.

- **Advance Payment:**

Ten Percent (10%) of the Contract price shall be paid as an advance only upon submission of (i) Advance Payment Bank Guarantee and (ii) Performance Security pursuant to clause 10 above. The advance payment shall be made within one week from the date of submission of above documents.

The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

- **Material Secured Payment**

The secured advances shall be paid to the contractor as specified on the following conditions:

- (a) The materials shall be in accordance with the specifications and shall not be in excess of the requirements;
- (b) The materials shall be delivered at the site of the works, properly stored and protected against loss, damage or deterioration;
- (c) A declaration shall be given by the contractor passing on the lien on the rights of the materials to the Procuring Agency.
- (d) The amount of the secured advance shall not be more than **seventy five percent (75%)** of the cost of materials delivered at the site of works which shall be supported by the original invoices/bills from the suppliers. All materials imported from other countries shall be supported by Bhutan Sales Tax Receipts or Customs Clearance. In case of fabrication works off site, secured advance may be paid to the Contractor after site inspection is carried out by the Procuring Agency at the cost of the contractor, submission of proof of payment (work order) and submission of supply order.

The secured advance shall be recovered from the interim progress payments in the months in which these materials are used in the works.

a. Payments

Payments for the work executed for running bill will be paid based on the work done at site/site measurement as per the BoQ to the work executed at site.

For **running bill**, the payment will be made **only 70% of the work done amount** and the rest payment will be cleared at the final bill.

16. Prices

- 16.1 Prices charged by the Contractor for work performed under the contract shall not vary from the prices quoted by the Contractor in its bid, with the exception of any change in price resulting from a change order issued in accordance with clause 3.0 or if applicable, adjustments authorized in accordance with the price adjustment provisions agreed by the parties.

17. Extensions in the Contractor's Performance.

- 17.1 The Contractor may claim extension of the time limits as set forth in the work schedule in case of:
- a.Changes in the goods ordered by the Employer pursuant to clause 3.0
 - b.Delay of any materials, drawings or services which are to be provided by the Employer; services shall be interpreted to include all approvals by the Employer under the contract;
 - c.Force majeure pursuant to clause 23; and
 - d.Delay in performance of work caused by orders issued by the Employer.

The Contractor shall demonstrate to the Employer's satisfaction that it has used its best endeavors to avoid or overcome such causes for delay, and the parties will mutually agree upon remedies to mitigate or overcome such causes for delay.

- 17.2 Notwithstanding clause 17.1 above, the Contractor shall not be entitled to an extension of time for completion, unless the Contractor, at the time of such circumstances arising, immediately has notified the Employer in writing of any delay that it may claim as caused by circumstances pursuant to clause 17.1 above; and upon request of the Employer, the Contractor shall substantiate that the delay is due to the circumstances referred to by the Contractor.

18. Liquidated Damages

- 18.1 Subject to Clause 23, Force Majeure, if the Contractor fails to comply with the Time for Completion in accordance with agreed Work Schedule for the whole of the Works or, if applicable, for any part thereof then the Employer shall without prejudice to its other remedies under the Contract, deduct from the Contract Price a sum equivalent to **zero point Zero One(0.01%) of the Contract Price** as liquidated damages for such default and not as a penalty, for **each day** or part thereof of delay, until actual performance up to a maximum deduction of **ten 10% of Contract Price**. The Payment or deduction of such damages shall not relieve the Contractor from its obligation to complete the works or from any other of its obligations and liabilities under the Contract. Once the maximum is reached, the Employer may consider termination of the Contract pursuant to Clause 19, Termination for Default.

19. Termination for Default

19.1 The Employer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or in part:

- a. If the Contractor fails to deliver any or all of the Goods and to perform Services within the time period(s) specified in the Contract, or any extension thereof granted by the Employer, pursuant to Clause 17; or
- b. if the Contractor fails to perform any other obligations(s) under the contract; and
- c. if the Contractor, in either of the above circumstances, does not cure its failure within a period of ten (10) calendar days (or such longer period as the Employer may authorize in writing) after receipt a notice of default from the Employer specifying the nature of the default(s).
- d. if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

19.2 In the event the Employer terminates the Contract in whole or in part, pursuant to Clause 19.1(a) above, the Employer may procure, upon such terms and in such manner as it deems appropriate, goods, services and any other obligations similar to those undelivered, and the Contractor shall be liable to the Employer for any excess costs for such procurement. Notwithstanding the above, the Contractor shall continue performance of the Contract to the extent not terminated.

20. Termination for Insolvency

20.1 The Employer may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Employer.

21. Resolution of Disputes

21.1 Disputes arising from the implementation of the provisions of the Contract shall be settled first by negotiations between the parties in order to arrive at an amicable settlement. If negotiations fail, the matter will be settled by arbitration, whereby each of the parties will be entitled to appoint one arbitration, whereby each of the parties will be entitled to appoint one arbitrator, and a third one to be appointed by mutual agreement of the parties. If either the Employer or Contractor fails to appoint a representative or if both of them cannot agree on the appointment of a third member within 30 days from the date of agreement to refer the matter for arbitration, then the case will be referred to the proper court in Bhutan for settlement.

22. Applicable Law

22.1 The Contract shall be governed by and interpreted in accordance with the laws of the Bhutan.

23. Force Majeure

23.1 In the event, which are beyond the reasonable control of the Contractor and the Employer, it is delayed in performing any of their respective obligations under the Contract, and such delay is caused by Force Majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions and freight embargoes, such delay may be excused as provided in Clause 17, the period of such delay may be added to the time of performance of the obligation delayed.

23.2 If a Force Majeure situation arises; the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof within 15 days after the occurrence of such event. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.

23.4 No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall:

a. constitute a default or breach of the Contract; or

b. give rise to any claim for damages or additional cost or expense occasioned thereby.

If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

23.5 Notwithstanding Clause 23.4 above, Force Majeure shall not apply to any obligation of the Employer to make payments to the Contractor hereunder.

24. Assignment

24.1 The Contractor shall not assign, in whole or in part its obligations to perform under the contract, except with the Employer's prior written consent.

25. Contract Language

25.1 The Contract shall be in the English language, and all documentation related hereto will also be in the English language, except if otherwise specifically agreed in writing between the parties.

26. Taxes and Duties

26.1 The Contractor shall be entirely responsible for payment of all taxes, duties, license fees etc. incurred per performing the contract as per law in Bhutan.

26.2 The Contractor shall be solely responsible for the taxes that may be levied on the Contractor's persons or on earnings of any of his employees and shall hold the Employer indemnified and harmless against any claims that may be made against the Employer. The Employer does not take any responsibility whatsoever regarding taxes under Bhutan Income Tax Act, for the Contractor or his personnel.

27. Waiver

27.1 Failure of either party to insist upon strict performance by the other party of any provision of the Contract shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

28. Care of Work

The Contractor shall be responsible for the care and custody of the work or any part thereof until the date of taking over certificate pursuant to Clause 13 hereof and shall make good at its own cost any loss or damage that may occur to the work or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be responsible for any loss or damage to the works caused by the Contractor or its Sub-Contractors in the course of any work carried out pursuant to Clause 15 (Warranty) hereof. Notwithstanding the foregoing, Contractor shall not be liable for any loss or damage to the works or that part thereof caused by any use or occupation by the Employer or any third party (other than a Sub-contractor) authorized by the Employer of any part of the works.

29. Responsibilities of the Employer

29.1 The Employer shall be responsible for acquiring and providing the following services and facilities:

a. Acquisition and access to site required for the project

b. Environment Clearance required for project execution

c. Storage yards wherever the Employer's facilities exist

- 29.2 The Employer shall use its best endeavors to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract, including work permits, visas, etc from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Contractor to obtain.

30. Obligations of the Contractors

The Contractor shall, in accordance with the Contract, with due care and diligence, carry out the Works as per the scope of work defined in the Technical Specifications and within the specified Time for Completion. The Contractor shall also provide all necessary Contractors' equipment, superintendence, labour and all necessary facilities thereof.

The Contractor shall be deemed to have carefully examined the Bidding Documents, the Site and the existing installations, as applicable, and to have satisfied himself to the nature and character of the Work to be executed, the prevailing meteorological conditions as well as the local uses and conditions and any other relevant matters and details. Any information received from the Employer shall not in any way relieve the Contractor from his responsibility for supplying the Goods and executing his work in terms of the Contract, including all details and incidental work and supply of accessories or apparatus which may not have been specifically mentioned in the Contract but are necessary for ensuring the complete installation and a safe and efficient operation of the structures.

- 30.1 The Contractor shall, pursuant to clause 22, acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are necessary for the performance of the Contract.
- 30.2 The Contractor shall comply with all laws in force in the country where goods are to be supplied and the Installation Services are to be carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Sub-Contractors and their personnel.

31. Contractor / Contractor's Representatives

The Contractor shall, in addition to a Project Manager as his representative, employ one or more representatives to superintend the carrying out of the Works on Site. Their names shall be communicated in writing to the Employer before work on Site begins.

Any instruction or notice which the Employer gives to the Contractor's Representative shall be deemed to have been given to the Contractor.

- 31.1 The Contractor shall, upon the Employer's written instruction, remove from the Works any person employed by him in the execution of the Works, who misconducts himself or is incompetent or negligent.

32. Contractor / Contractor's Management

Contractor's Equipment

The Contractor shall provide all Equipment, haulage and power necessary to complete the Works, including transport at his own cost. The contractor shall provide constructional plant and tools that best meet the job requirements and maintain the same in good working conditions so as to be used effectively and to eliminate accidents.

The Contractor shall not remove from the Site any such equipment, except:

- a. when it is no longer required for the completion of the Works, or
- b. when the Employer has given his consent immediately after the Contractor has informed the Employer on the completion of the work

32.1 Safety Precautions

The Contractor shall observe all applicable regulations regarding safety on the Site.

Unless otherwise agreed, the Contractor shall, from the commencement of work on Site until taking over, provide:

- a. fencing, lighting, guarding and watching of the Works, and
- b. temporary roadways, footways, guards and fences which may be necessary for the accommodation and protection of Owners and occupiers of adjacent property, the public and others.

c. Disaster Prevention

Proper measures shall be taken for preventing hazards, fire, storm, flood, etc., occurring in connection with the construction works, in accordance with the relevant laws and regulations. When there is any fear of endangering life, properties, etc., both inside and outside the site, the contractor shall prevent hazardous conditions from being encountered due to the drop of materials by providing protective steel nets or protective sheets and fences or by other equivalent methods so as not to endanger life and properties.

32.2 Electricity and Water

The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity and water as may be available on the Site and shall provide any apparatus necessary for such use. The Contractor shall pay the Employer at the applicable tariff plus the Employer's overheads, if any, for such use. Where such supplies are not available, the Contractor shall make his own arrangement for provision of any supplies he may require.

32.3 Employer's Equipment

The Contractor shall pay hire charges as may reasonably be levied for the Employer's equipment, if any, and also provide the transport, haulage, power etc. thereof at his own cost.

32.4 Clearance of Site

The Contractor shall from time to time during the progress of the Works clear away and remove all surplus materials and rubbish. On completion of the Works the Contractor shall remove all Contractor's Equipment and surplus material and garbage and leave the whole of the Site and the Works clean and in a workmanlike condition, to the satisfaction of the Employer. The Contractor shall obtain prior approval of the Employer to remove surplus materials.

32.5 Opportunities for Other Contractors

The Contractor shall in accordance with the Employer's instructions, cooperate with and afford to other Contractors engaged by the Employer to work on the Site and persons lawfully so engaged upon the Site all reasonable opportunities for carrying out their work provided that the same shall not obstruct or disturb the progress of the Works. The Contractor shall also afford such opportunities to the employees of the Employer.

32.6 Authority for Access

No persons other than the employees of the Contractor and his Sub-Contractors shall be allowed on the Site except with the written consent of the Employer. Facilities to inspect the Works shall at all times be afforded by the Contractor to the Employer and his representatives, authorities and officials.

32.7

The Contractor shall submit to the Employer in good time such details of all Goods and Contractor's Equipment as will enable the Employer to assist the Contractor in obtaining all necessary import permits or licenses.

32.8 The contractor shall leave the site after proper cleaning as per the instruction of the employer

33. Labor

33.1 Engagement of Labor

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all labor and for their payment, housing, feeding and transport. The use of Bhutanese labourers for the execution of contract is highly encouraged by the Employer.

The Contractor shall pay rates of wages and allowances according to the nature of the Works and observe hours and working conditions of his employees, so as to be no less favorable to the employees than those generally prevailing in the region where the Works are to be carried out. At the same time, the Contractor shall observe all regulations prescribed by the Laws of the Government and shall strictly comply with any agreement, custom, practice or award relating to the wages.

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with the required qualifications and experience from sources within the region of work.

33.2 Returns of Labor

The Contractor shall submit detailed returns showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor and Sub-Contractors on the Site. The return shall be submitted in such form and at such intervals as the Employer may prescribe.

33.3 In the event of accident, the Contractor shall, within twenty-four (23) hours of the occurrence of any accident at or about the Site or in connection with the execution of the Works report such accident to the Employer. The Contractor shall also report such accident to the competent authority whenever such report is required by the law.

33.4 The Contractor shall keep proper wages books and time sheets showing the wages paid to and the time worked by all workmen employed by him in and for the performance of the Contract and shall produce such wages books and time sheets on demand for inspection by any persons duly authorized by the Employer and shall furnish such information relating to the wages and conditions of employment of such workmen as the Employer or his duly authorized representative may from time to time require.

33.5 Restriction On Working Hours

No work shall be carried out on the Site outside normal working hours or on the locally recognized days of rest, unless:

- a.the Contract so provides, or
- b.the work is unavoidable or necessary for the saving of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Employer, or
- c.the Employer gives his consent.

33.6 The Contractor will be expected to employ on the work only regular skilled employees with experience of the particular type of work.

33.7 In case the Employer becomes liable to pay any wages or dues to the labour or any Government agency under any of the provisions of the laws of Bhutan or any other law due to act of omission of the Contractor, the Employer may make such payments and shall recover the same from the Contractor's bills.

33.8 As per the existing laws of the Bhutan all foreign nationals and expatriate personnel entering Bhutan to execute the Project works need to obtain visa and work permit. The Contractor shall submit detail of persons to be deployed for this project along with the schedule of implementation at least 15 days in advance before starting the work to allow the Employer to process and obtain necessary clearances from the Government. The Employer shall not be held responsible for any delays whatsoever if the application for obtaining the required clearances does not reach the Employer specified above.

34. Frustration of Contract

34.1 In the event of frustration of the Contract because of supervening impossibility in terms of **laws of Bhutan**, the parties shall be absolved of their responsibility to perform the balance portion of the Contract, subject to provisions contained in Clause 34.3 below.

34.2 In the event of non-availability or suspension of funds for any reasons whatsoever (except for reason of willful or flagrant breach by the Employer and/or Contractor) then the works under the Contract shall be suspended. Furthermore, if the Employer is unable to make satisfactory alternative arrangements for financing to the Contractor in accordance with the terms of the Contract within three months of the event, the parties hereto shall be relieved from carrying out further obligations under the Contract treating it as frustration of the Contract.

34.3 In the event referred to in Clause 34.2 above the parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either party for the work already done on "quantum merit" basis which shall be determined by mutual agreement between the parties.

35. Notices

35.1 Notices to Contractor

All certificates, notices or written orders to be given to the Contractor by the Employer under these Conditions shall be sent by mail post or facsimile transmission to or left at the Contractor's principal place of business or such other address as the Contractor shall notify for that purpose, or may be handed over to the Contractor's Representative.

35.2 Notices to Employer

Any notice to be given to the Employer under these Conditions shall be sent by airmail post or facsimile transmission to or left at the respective addresses notified for that purpose in the Letter of Award, or handed over to the Employer's Representative authorized to receive it.

35.3 Minutes of Meetings

Instructions or notices to the Contractor and notices from the Contractor to the Employer recorded in a minute or protocol signed by the authorized representative of the giver and of the recipient of such notice or instruction shall be valid notice or instruction for the purposes of the Contract. All minutes of meetings shall form part of the contract.

35.4 Copies of all notices and other relevant correspondence between the Employer and the Contractor shall be forwarded to the Employer. The Employer has the right to ask for additional information deemed necessary in order to assess the status and progress of the project.

36. Retention

36.1. The Employer shall retain ten percent (10%) from each payment due to the Contractor until Completion of the whole of the Works as retention money.

36.2. On completion of the whole of the works, half the total amount retained shall be repaid to the Contractor and half when 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.

36.3. On completion of the whole of the works, the contractor may substitute the balance half of retention money by an unconditional bank guarantees. The bank guarantee shall be valid until the issue of No Defects Liability Certificates by the Project Manager that all defects notified by the Project Manager to the Contractor have been rectified to his satisfaction before the end of this period. If the Contractor fails to remedy any reported defect within the Defect Liability Period, the Employer shall withhold the payment or realize claims from the bank guarantee of an amount which in the opinion of the Employer represents the cost of the defect to be remedied.

36.4. Liquidated Damages. The Contractor shall pay liquidated damages to the Employer at the **rate of 0.01 % of contract amount per day** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the **ten percent (10%) of the Initial Contract Price**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

37. Program

- 37.1. Within **2(two) weeks** after the date of the Letter of Acceptance, the Contractor shall submit to the Employer/Project Manager for approval a Program showing the general methods, arrangements, order and timing for all the activities in the Works.
- 37.2. The Contractor shall submit to the Employer/project manager for approval, at intervals 1 month, a revised programme or if at any time:
- (a) actual progress is too slow to complete within the Time for Completion, and/or
 - (b) progress has fallen behind or ahead the current programme
- 37.3. In case of a delay, the employer/ Project Manager may instruct the Contractor to submit, a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion. The contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of contractor's personnel and/or Goods, at the risk and cost of the Contractor.
- 37.4. The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program shall show the effect of Variations.
- 37.5. **Acceleration.** When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor. If the Contractor's priced proposals for acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

38. Quality Control

- 38.1. **Identifying Defects.** The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities to ensure the quality of works executed. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect. The Project Manager at the end of the Contract shall issue a Performance score on Quality out of a total of 70 points based on the guidelines issued by Construction Development Board (CDB).
- 38.2. **Tests** If the Project Manager instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 38.3. **Correction of Defects** the Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period of **12 (twelve) months**, which begins at Completion. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 38.4. Every time notice of a Defect is given; the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 38.5. **Uncorrected Defects** If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount to the Employer. At the option of the Employer, payment of such costs may be made in whole or in part by the Employer deducting and keeping for itself appropriate amounts from the Retention Money and/or claiming against any bank guarantee provided by the Contractor.

36. Completion of Work

The completion of work for this package shall be as below from the date of award of work.

<i>Sl No.</i>	<i>Site Name</i>	<i>Project Duration</i>
1	Construction of TICL Regional Office Building	12 months

SECTION III. SUMMARY OF COMMERCIAL CONDITIONS OF CONTRACT

A. General	
	The Employer is TASHI INFOCOMM LTD.
	The Intended Completion Date for the whole of the Works shall be: 12 months
	<p>The Site Engineer is</p> <p>Technical Officer, Civil Section</p> <p>Strategic Planning & Projects Department</p> <p>Tashi Info-Comm Limited</p> <p>Email: civil@tashicell.com</p> <p>Mobile: 77376779</p>
	The Site is located at Phuntsholing and is defined in Drawings Nos. sheet no-A01
	The Start Date shall be Date of signing of contract
	The Works consist of <i>Complete Civil and Finishing Works, Electrical and Plumbing works including site development and boundary wall.</i>
	<p>Key Personnel:</p> <p>The amount to be deducted for the key personnel not employed by the contractor for each personnel:</p> <ol style="list-style-type: none"> 1. Project Manager= Nu 50,000.00 2. Site Engineer= Nu 35,000.00 3. Electrical Engineer=Nu 30,000.00 4. Site supervisor =Nu 15,000.00
	The insurance to be furnished by Contractor: C.A.R insurance from RICB orBIL
	The Site Possession Date(s) shall be: <i>date of site hand-over to the contractor</i>

	<p>The information board shall fix at the site with good visibility and of the size 1000mm x 750mm, made of Aluminium or Steel sheet. Fix on MS frame to a height of 1.8m and with following details:</p> <ul style="list-style-type: none"> (i) Name of Work: (ii) Start and Completion Date: (iii) Value of Work: (iv) Name of Contractor: (v) Name of Employer:
	Appointing Authority for the Adjudicator: CDB
B. Time Control	
	<p>The Contractor shall submit for approval a Detail Program for the Works within 7(seven) days from the date of the Letter of Acceptance.</p> <p>The Program shall include, but not be limited to, the following elements under the conditions stipulated:</p> <ul style="list-style-type: none"> (a) Work plan (b) Quality Assurance Plan (c) Waste Management plan <p>The Quality Assurance Plan shall specify the work methodology, quality control tests and intervals for such tests in accordance with the work specifications for each item of the Works. If in the opinion of the Project Manager the QAP submitted by the Contractor does not fully represent the spirit of the General Conditions of Contract or the Specifications, he may seek further clarification from the Contractor before his approval. The Contractor shall strictly follow the QAP in the execution of the Works. If the Contractor does not comply with the QAP, he shall not be allowed to proceed further with the Works. Details of all procedures and compliance documents shall be submitted to the Project Manager for information before each execution stage is commenced. Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the contract.</p>
	<p>The period between Program updates is 30(thirty) days.</p> <p>The amount to be withheld for late submission of an updated Program is Nu 50,000.00</p>
C. Quality Control	
	The Defects Liability Period is: 12 months .
D. Cost Control	
	The Contract “is not” subject to price adjustment in accordance with
	The proportion of payments retained is: 10%

	The liquidated damages for the whole of the Works are <i>0.01% of contract amount</i> per day. The maximum amount of liquidated damages for the whole of the Works is <i>10%</i> of the initial Contract Price.
	The Mobilization Advance Payment shall be ten percent (10%) of the Contract Price and shall be paid to the Contractor no later than 7(seven) days after receipt by the Employer of an acceptable Advance Payment Guarantee.
	The Material secured advance is 75(seventy-five) % of cost of materials as per invoices submitted.
	The Performance Security amount is <i>10% of contract price</i>
D. Finishing the Contract	

	<p>The date by which operating and maintenance manuals are required is <i>30days after hand over of project</i></p> <p>The date by which “as built” drawings are required is <i>30 days after handing over of project.</i></p>
	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is Nu 100,000.00

INTEGRITY PACT

1. General:

Whereas (*Name of head of the procuring agency or his/her authorized representative, with power of attorney*) representing the (*Name of procuring agency*), Royal Government of Bhutan, hereinafter referred to as the “Employer” on one part, and *Name of bidder or his/her authorized representative, with power of attorney*) representing M/s.(*Name of firm*), hereinafter referred to as the “**Bidder**” on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding document, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document. This IP is applicable only to “**Large**” scale works, goods and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

2. Objectives:

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the **bidding process** and **contract administration**, with a view to:

- 2.1. Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and
- 2.2. Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

3. Scope:

The validity of this IP shall cover the bidding process and contract administration period.

4. Commitments of the Employer:

The Employer Commits itself to the following: -

- 4.1. The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.

- 4.2. The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.
- 4.3. Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4. Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5. Commitments of Bidders

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following :

- 5.1. The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.
- 5.2. The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.
- 5.3. If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

6. Sanctions for Violation:

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.

- 6.1. The breach of the IP or commission of any offence (forgery, providing false information, mis- representation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barment Rules.
- 6.2. The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.

7. Monitoring and Administration:

- 7.1. The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.
- 7.2. The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

The parties hereby sign this Integrity Pact at (place)_____on (date) _____

Affix
Legal
Stamp

BIDDER/REPRESENTATIVE

[illegible]

Witness: _____

Name:

[illegible]

SECTION-IV
Technical Specification of Contract (TSC)

General Information

- 1.1 The Employer's staff or its representative shall attend at every layout of site before commencement of earthwork upon request by the contractor.
- 1.2 Specifications for Building and Roads Works –2007 published by the Standard & Quality Control Authority, Ministry of Works & Human Settlement shall be followed in case some important information is not included in the technical specifications provided below.
- 1.3 Materials and workmanship shall meet or exceed the minimum specified standards. As and when required, the contractor shall submit samples of the materials for approval of the employer. All the construction materials used should correspond to the list of the list of approved brand of materials as issued by the Standard & Quality Control Authority, MOWHS, Thimphu. Any materials not corresponding to the above list will be rejected.
- 1.4 Any additional works overlooked in this contract and if in the opinion of the contractor the works need to be carried out or is necessary to complete this contract; such works shall be permitted to be carried out with the prior approval of the employer. The contractor shall inform in writing to the employer the advantages or benefit of executing these additional works.
- 1.5 All earth works in this contract shall be in accordance with the requirement of the specification and as per the design and drawings. The contractor shall be not entitled for additional payment with regard to the mode of execution. The excess earth shall be disposed at proper place as instructed by the engineer in charge with no additional payment.
- 1.6 Unless stated otherwise or separate approval is obtained/ given, all concrete works shall be in accordance with the requirement of the specification.
- 1.7 The Specifications given in the tender drawings or the execution drawings and the Bill of Quantities are to be strictly followed.
- 1.8 Wherever the drawings or the BOQ have not specified the specifications, the instruction of the Employer's representative shall be followed.
- 1.9 No part of the works should be covered before the employer carries out the final inspection.

1. Earthworks

2.1 General

The earthwork specified in this section consists of excavation, grading, filling, backfilling and related earthwork necessary to complete the facilities to be provided. Surplus excavated earth which is beyond the requirement of the TICL shall have to be disposed of by the contractor at his own cost beyond the municipal limits or at places identified by the local bodies or as directed by the Engineer-in-Charge after obtaining written permission of the Engineer-in-Charge and no payment will be made by the Department for such disposal of this surplus excavated earth.

2.2 Excavation

Excavation for all the foundations shall be executed either by mechanical facilities or by hand. However, the portion of a depth of at least 30 cm above the level of bottom of excavation shall carefully be executed by hand in order not to disturb or destroy the surface of the layer. In the case where any part of the surface of excavation is disturbed or destroyed, tamping or substitution, such as cast-in-site plain concrete shall be carried out so as to make the part stronger than the natural condition. To ensure safety at work, the contractor shall provide shoring, sheet piling or waling, if necessary.

Shoring shall be removed as back filling progresses but only after confirming that banks are safe against collapse or carving on slopes. The Contractor shall completely remove all existing obstructions against the construction of the facilities. All the excavated materials that are not required at site shall be properly disposed off in coordination with the Employer and the local municipal authorities. The payment shall be made considering the vertically excavation only.

2.3 Drainage

The contractor shall control the grading around the facilities to be provided so as to prevent water from running into the excavated areas and damaging the facilities. The Contractor shall also maintain all pits and trenches where footings are to be placed, free of water at all times. Water pumps, wherever required, shall be provided to keep the excavated spaces clear of water during the construction. It's the responsibility of the contractor to coordinate with local municipal authorities to carry out proper drainage works for every site.

2.4 Backfilling for Structures

Before placing backfill, the Contractor shall remove all debris subject to termite attack, rot, or corrosion, and all other deleterious materials from areas to be backfilled. The Contractor shall deposit backfills in layers of not more than 30 cm thick and compact each layer to the satisfaction of the Employer. The contractor shall not backfill the structures before the Employer inspects the site.

2.5 Ground Leveling

The Employer shall carry out all ground leveling works as per the instruction of the Employer.

2.6 Slope Protection

The contractor shall carry out works related to slope protection as per the instruction of the Employer at sites by constructing concrete or masonry retaining structures.

2.7 Disposal of Excavated Materials

2.7.1 Antiquities

Any finds of archaeological interest such as relics of antiquity, coins, fossils or other articles of value shall be delivered to the Engineer-in-Charge and shall be the property of the Government.

2.7.2 Useful Materials

Any material obtained from the excavation which in the opinion of the Engineer-in-charge is useful shall be stacked separately in regular stacks as directed by the Engineer-in-Charge and shall be the property of TICL. No material excavated from foundation trenches of whatever kind they may be are to be placed even temporarily nearer than about 3 m from the outer edge of excavation. Discretion of the Engineer-in-Charge in such case is final. All materials excavated will remain the property of TICL. Rate for excavation includes sorting out of the useful materials and stacking them separately as directed within the specific lead. Materials suitable and useful for backfilling or other use shall be stacked in convenient place but not in such a way as to obstruct free movement of materials. Workers and vehicles or encroach on the area required for constructional purposes. It shall be used to the extent required to completely backfill the structure to original ground level or other elevation shown on the plan or as directed by the Engineer-in-Charge. Materials not useful in anyway shall be disposed off, leveled and compacted as directed by the Engineer-in-charge within a specified lead. The site be left clean of all debris and leveled on completion.

2. Concrete

3.1 Cement

The Cement approved by the Engineer/Employer, shall be ordinary Portland cement. Laboratory and physical tests for the cement shall be carried out by the Contractor at his own expenses when required by the Employer. Contractor will have to make his own arrangements for proper storage of adequate quantity of cement. Cement in bulk may be stored in bins or silos which will provide complete protection from dampness, contamination and minimize caking and false set. Damaged or reclaimed or partly set cement will not be permitted to be used and shall be removed from the site. The storage bins and storage arrangements shall be such that there is no dead storage. No more than 12 bags shall be stacked in any tier. The storage arrangement shall be approved by the Employer. Consignments of cement shall be stored as received and shall be consumed in the order of their delivery. Cement held in storage for a period of ninety (90) days or longer shall be tested. Should at any time the Engineer have reasons to consider that any cement is defective, then irrespective of its origin, manufacturer's test certificate, such cement shall be tested immediately at a National Test Laboratory/approved Laboratory, and until the results of such tests are found satisfactory, it shall not be used in any works.

3.2 Quality of concrete

All the concrete shall be machine mixed. Hand mixing shall be permitted only in places when transportation of concrete mixer machine is extremely difficult as verified by the Employer. All concrete used shall be as per the instruction of the site engineer of the Employer. The contractor shall submit 28 days test results of concrete of 150mmx150mmx150mm cube, if required by the Employer. The contractor shall make at least three test cubes of the concrete used for every site. The design strength of concrete after 28 days shall be achieved and the contractor is responsible for it. The average of three tests shall be taken to assess the strength of concrete. In situations where the concrete fails in compressive strength test at laboratory, the contractor shall propose for other field tests like nondestructive test (Such as Ultrasonic Pulse Velocity Test etc) universally accepted, core test etc., to test the concrete at site. If the entire field test and the laboratory test fail, the contractor shall re do the whole of work at no extra cost to the Employer. In the designation of concrete mix letter M refers to the mix and the number to the specified characteristic compressive strength of 15cm-Cube at 28 days expressed in N/mm².

Adequate mix ratios of cement, sand and aggregates shall be used to achieve the strength requirements. The concrete shall be compacted with the aid of mechanical vibrators applied directly to the concrete. No concreting works will be allowed without the use of the vibrators. The contractor shall ensure proper and complete curing of concrete irrespective of the availability of water at site. The concrete shall be cured for minimum of 14 days.

Pouring of the concrete foundations for each site shall not proceed until the employer gives final approval.

3. Aggregate

4.1 General

"Aggregate" in general designates both fine and coarse inert materials used in the manufacture of concrete. Coarse aggregate for concrete except as noted above and for other than light weight concrete shall conform to IS 383. This shall consist of natural or crushed stone and gravel, and shall be clean and free from elongated, flaky or laminated pieces adhering coatings, clay lumps, coal residue, clinkers, slag, alkali, mica, organic matter or other deleterious matter. "Fine Aggregate" is aggregate most of which passes through 4.75mm IS sieve. "Coarse Aggregate" is aggregate most of which is retained on 4.75mm IS sieve.

All fine and coarse aggregates proposed for use in the work shall be subject to the Engineer's approval and after specific materials have been accepted, the source of supply of such materials shall not be changed without prior approval of the Employer. The laboratory tests shall be carried out by the contractor at his own cost if required by the Employer. Machine made sand will be acceptable, provided the constituent rock/gravel composition shall be sound, hard, dense, non-organic,

un-coated and durable against weathering. Laboratory test of crushed aggregates shall be submitted to Employer prior to the use of above aggregates.

4. *Water*

5.1 *General*

Water used for both mixing and curing shall be free from injurious amounts of deleterious materials. Potable waters are generally satisfactory for mixing and curing concrete. The water used for concreting purpose shall be used only after the approval of the Employer. In case of doubt, the suitability of water for making concrete shall be ascertained by the compressive strength and initial setting time test specified in IS 456.

5. *Formwork*

The formwork shall be able to withstand loads that may be forced by concrete weight and pressure, vibration and shock during concreting works and shall not distort or warp to the poured concrete. The formwork shall include all spacers, chairs, bolsters, cover blocks, ties, and other devices necessary for properly placing, spacing, supporting and fastening reinforcement in place. The formwork shall remain in position until the concrete gains adequate compressive strength as per the internationally accepted norms and practices. The formwork shall be so constructed that it is rigid enough to remain free from any bulging, sagging or any movement during the placing of the concrete and that it can be subsequently removed without damaging concrete. The formwork shall be sufficiently watertight to prevent loss of liquid from the concrete. All formworks shall be fixed to proper elevation. No concreting work shall be undertaken by the contractor until the level, size, suitability etc. is approved by the Engineer. No forms shall be removed or staging struck until it is safe to do so and approved by the Engineer. All vertical centering members shall be sufficiently braced with stiff members. Bamboos shall not be used as bracing members. All formwork shall be removed without shock or vibration and without damaging the new concrete. The side forms shall be so fixed that while removing the supporting forms and posts are not disturbing to any extent. In no circumstances should the supporting forms be struck until the concrete reaches strength of at least twice the stress to which the concrete may be subject at the time of striking. Under normal conditions the periods shown below are the minimum which should be allowed between the placing of the concrete and removal of the forms. In case of horizontal members, it is desirable that the supports or props should be kept for sufficiently long period in order to prevent sagging of the members.

6. *Reinforcement*

7.1 *General*

All the reinforcements used shall be tested for relevant strength if desired by the Employer. However, test certificates from renowned laboratory shall be accepted. Only the reinforcement steel approved by Royal Government of Bhutan shall be used. All reinforcement bars supplied by contractor shall be of grade Fe 415 TMT bars conform strictly to IS 432/1786 latest revision or confirming to equivalent renowned standards. Reinforcing rods shall be fabricated to shapes and dimensions shown and shall be placed where indicated on the drawings, or required to carry out intent of drawing and specifications. Before being placed, reinforcement shall be thoroughly inspected and cleaned. Reinforcement shall not be bent or straightened in manner that injures to the material. Bars with kinks or bends not shown on drawings shall not be placed. The reinforcement shall be cleaned of dirt and scales at all stages of work without extra cost to the Employer. Reinforcement shall not be spliced at points of maximum stress. Laps for reinforcement shall not be permitted unless otherwise specified in the drawing or approved by the engineer in-charge of the Employer. All reinforcement shall be made clean, free from grease, oil, paint, dirt, loose mill scale, loose rust, dust, bituminous materials or any other substances that will destroy or reduce the bond. All rods shall be thoroughly cleaned before being fabricated. Pitted and defective rods shall not be used. All bars shall be rigidly held in position before concreting. No welding of rods to obtain continuity shall be allowed unless approved by the Employer. If welding is approved, the work shall be carried out as per IS2751 or equivalent according to best modern practices and as directed by the Engineer. In all cases of important connections,

strength of bars welded, Special precautions, as specified by the Engineer shall be taken in the welding of cold worked reinforcing bars and bars other than mild steel. All bars shall be accurately bent according to the sizes and shapes shown on the detailed working drawings/bar bending schedules (prepared by the Contractor and approved by the Employer). They shall be bent gradually by machine or other approved means. Reinforcing bars shall not be straightened and re-bent in a manner that will injure the material, bars containing cracks or splits shall be rejected. They shall be bent cold, except bars of over 25mm in diameter, which may be bent hot, if specifically approved by the Employer. Bars, which depend for their strength on cold working, shall not be bent hot. Bars bent hot shall not be heated beyond cherry red colour (not exceeding 645° C) and after bending shall be allowed to cool slowly without quenching. Bars incorrectly bent shall be used only if the means used for straightening and re-bending will be such that it shall not, in the opinion of the Employer, injure the material. No reinforcement shall be bent in position in the works without approval, whether or not it is partially embedded in hardened concrete, bars having kinks or bends other than those required by design shall not be used. Unless indicated otherwise on the drawings, clear concrete cover for reinforcement shall be 50mm at all sections. Increased cover thickness may be provided when surfaces of concrete members are exposed to the action of harmful chemicals (as in the case of concrete in contact with earth faces contaminated with such chemicals, acid, vapour, saline atmosphere, etc. and such increase of cover may be 30mm specified by the Engineer. The correct cover shall be maintained by cement mortar briquettes or other approved means. Reinforcement for footings grade beams and slabs on sub- grade shall be supported on pre-cast concrete blocks as approved by the Engineer.

7. *Random Rubble Masonry*

- 8.1 The rubble shall be of the best quality trap/granite/ballast stones obtained from the approved quarry. The sample of the stone, to be used shall be approved from the engineer-in-charge. All stones shall, generally, be freshly quarried and shall be sound, dense, hard, free from segregation, cracks, weathered portions and other structural defects or imperfections, tending to offset soundness and strength. The percentage of water absorption shall generally not exceed 5 % by weight.
- 8.2 All stones shall be wetted before use. Stones shall be neatly worked to requisite sections and forms and shall have fully dressed beds and joints. At least 50% of the stones shall be 0.015 Cu.m, in content when reckoned individually. The length of stones for stonemasonry shall not exceed three times the height and the breadth or base shall not be greater than three fourth the thickness of wall, or not less than 15 cm. The height of stone may be up to 30 cm. Stones shall be laid on the natural beds and shall run sufficiently inside the wall thickness.
- 8.3 No hollow space shall be left out and inter spaces of stones being filled with mortar and stone chips, driven hard and not with mortar only. All mortar to be used shall be of the type and proportion mentioned in the item. Cement, sand and water to be used shall conform to their relevant specification as described under other clauses of this document.
- 8.4 The masonry shall be laid to plumb, lines levels, curves, shapes as shown in drawings. All required holes for passage of water or pipes are to be embedded during construction as specified. All stones shall be wetted before laying in masonry. Concrete surfaces any RCC structure coming in contact with masonry shall be properly chipped washed and wetted before start of masonry work. The concrete surface coming in contact of masonry shall be given a thick coat of cement slurry as the masonry work progresses in height. Clean chips and sprawls, carefully selected to fit in the space shall be wedged into the mortar joints and beds wherever necessary to avoid thick beds or joints or mortar. However, proper shaping and dressing of stones shall be done prior to their laying in masonry and hammering shall not be resorted to often after the stones are laid in position.
- 8.5 The bond stones shall be used in every square meter area of masonry wall and shall extend from front to back to thin walls having width of 600 mm and shall overlap by at least 150 mm. in walls having thickness more than 600 mm when laid from both sides.
- 8.6 When the work has to be started on the old or the one completed a long while ago or in the previous working seasons, care shall be taken to roughen and clean old surface satisfactorily without disturbing the masonry before laying the new. It shall be wetted before laying the bedding mortar. When practicable, the whole masonry in any structure shall be carried

out up to uniform level throughout. But when breaks are unavoidable in carrying the work continuously in uniform level, sufficiently long steps shall be left.

- 8.7 All junctions of walls shall be formed at the time when walls are being built. Cross walls should be carefully bonded into the main walls. All masonry built in cement mortar shall be kept continuously wet for 14 days from date of laying.
- 8.8 Should the mortar perish i.e. becomes dry, white or powder through neglect of watering and if the masonry shows hollow joints or non-adherence of mortar to the stones or if the work does not conform to drawings and specifications, the work shall be pulled down and rebuilt by the contractor at his own cost and risk. All masonry shall be thoroughly cleaned and washed down on completion and all stains, adhering mortar removed from the surface and raking of joints carried out as the scaffolding is being lowered and removed. Holes left in masonry for supporting scaffolding shall be filled and made good before pointing/plastering.

8. *MS Posts*

All MS posts/angles shall be free from rust, scale, cracks, twists and other defects and shall be fabricated to the required shape and size out of specific sections. After casting the post in concrete it shall be left at the same place and cured for 7 days. The exposed surfaces of the angles/posts shall be applied with a coat of approved primer.

9. *Chain link*

The chain link shall be of approved manufacture and of correct size, gauge etc. It shall be of GI construction. The base material shall be of commercial quality mild steel. The wire shall be free be in circular section, free from scale, rust, cuts, welds and other defects and shall be uniformly galvanized. The GI chain link shall be fixed as per the instruction of the TICL.

10. *Inspection*

All the works shall be inspected by Employer. Erected and secured reinforcement shall be inspected and approved by Engineer prior to placement of concrete. No placement of shall take place with the permission of the Employer.

SECTION-V

**Forms of Bid, Qualification Information, Letter of Acceptance,
and Contract**

1. Contractor's Bid (Declaration Form)

Notes on Form of Contractor's Bid: The Bidder shall fill in and submit this Bid form with the Bid.

Name of Work: Construction of TICL Regional Office at Phuntsholing.

**To
Managing Director,
Tashi InfoComm
Ltd. Thimphu Bhutan**

Having examined all the Conditions of Contract, Specification, Drawings, and Bill of Quantities and addenda Nos. _____ or the execution of the above-named Works, we offer to execute and complete such works in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of Nu.
[Ngultrum.]

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 undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's notice to proceed, and to complete the whole of the Works comprised in the Contract within _months from the commencement date.

We agree to abide by this Bid for the period of 90 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

In case if I withdraw my bid after opening for whatsoever reasons, I agree to the forfeiture of the EMD/Bid Security and also I shall be bound to pay the cost difference (positive) between my bid with that of the next lowest evaluated bidder and failure on my part to do so within a month, will authorize the client to debar my firm for a period of 2 years.

Authorized Signature:
(Affix Legal Stamp)

Name and Title of Signatory:

Name of Bidder:
Address:
Contact no (mandatory):

2. Qualification Information

Notes on Form of Qualification Information: The information to be filled in by Bidders in the following pages will be used for purposes of post qualification or for verification of prequalification as provided for in Clause 4 of the Instructions to Bidders. Attach additional pages as necessary.

1. Individual Bidders or Individual Members of Joint Ventures, Consortia or Associations

1.1 Constitution or legal status of Bidder: [attach copy]

Name of Contractor [insert] : _____

Address and Tel. No. (If any) [insert] : _____

Place of registration [insert] : _____

Power of attorney of signatory of Bid: [attach copy]

Past Experience (important): [attach copy]

2. Additional Requirements

2.1 Bidders should provide any additional information required in the Bidding Data Sheet.

3. Sample Form of Performance Bank Guarantee.

Ref.....
Date.....

To
Tashi InfoComm
Ltd.
Thimphu Bhutan

Dear Sir,

WHEREAS _____ (name and address of Contractor) (hereinafter called “the Contractor “) has undertaken, in pursuance of Contract No.

_____ dated _____ to execute _____

(name of Contract & brief description of works hereinafter called “ the Contract“); AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we affirm that we are the Guarantor and responsible to you, on behalf of the Contractor up to a total of _____ (amount of Guarantee in Ngultrum) _____ (in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ (amount of Guarantee in Ngultrum) as aforesaid without your needing to prove or to show grounds or reason for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the Contract documents which may be made between you 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 shall be valid until the date of issue of the Taking-Over Certificate.

SIGNATURE AND SEAL OF THE GUARANTOR _____

NAME OF BANK _____

ADDRESS _____

DATE _____

4. Sample Form of Bid Security (Bank Guarantee)
(To be stamped in accordance with stamp Act, if any)

Ref.....

Bid Security No.....

Date.....

To
Tashi InfoComm
Ltd. Thimphu Bhutan
Dear Sir,

WHEREAS,[Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated.....[date] for the construction of

[Name of Contract] (Hereinafter called "the Bid").

KNOW ALL MEN by these presents that We.....[Name of Bank] of(Name of Country) having our registered office at.....

(hereinafter called "the Bank") are bound unto Tashi InfoComm Ltd. (Employer) in the sum of¹ for which payment well and truly to be made to the said **Employer** the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank thisday of 2013.

THE CONDITIONS of this obligation are:

- (1) If the bidder withdraws his Bid during the period of bid validity specified in the Form of Bid: or
- (2) If the Bidder refuses to accept the correction of errors in his Bid; or
- (3) If the Bidder, having been notified of the acceptance of his Bid by the **Employer** during the period of Bid validity;
 - (a) Fails or refuses to execute the Form of Contract Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the **Employer** up to the above amount upon receipt of its first written demand, without the **Employer** having to substantiate its demand, provided that in its demand the **Employer** will note that the amount claimed by it is due to it owing to the occurrence of one or all of the three conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date.days after the deadline for submission of bid as such deadline is stated in the Instructions to Bidders.

or as it may be extended by the **Employer**, notice of which extension(s) to the Bidder is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE_____SIGNATURE OF THE BANK_____

WITNESS_____SEAL_____
(Signature, Name and Address)

5. SAMPLE FORM: BANK GUARANTEE FOR ADVANCE PAYMENT

Ref.....
Date.....

To
Tashi InfoComm
Ltd.
Thimphu Bhutan

Dear Sir,

In accordance with the provisions of the Conditions of Contract, Clause *[insert Clause No.]* (“Advance Payment”) of the above-mentioned Contract, *[name and address of Contractor]* (hereinafter called “the Contractor”) shall deposit with *[name of Employer]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee]* *[amount in words]*.¹

We, the *[Bank or Financial Institution]*, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding *[amount of Guarantee]* *[amount in words]*.²

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between *[name of 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 shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of Employer]* receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

¹ An amount is to be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in the currency of the Advance Payment as specified in the Contract.

² An amount is to be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in the currency of the Advance Payment as specified in the Contract.

6. Sample Form: Extension of Bank Guarantee

Ref.....
Date.....

To
Tashi InfoComm
Ltd.Post Box 1502
Norzin Lam
Thimphu, Bhutan

Dear Sir,

Sub: Extension of Bank Guarantee No.....for an Amount..... favouring yourselves expiring
onon account of M/s.....in respect of Contract
No.....dated.(hereinafter called Original Bank Guarantee).

At the request of M/s.....We.....Bank, Branch office
at.....and having its Head Office at.....do hereby
extend our liability under the above mentioned Guarantee No..... Dated.....for a
further period of..... Years/Months from.....to expire on Except
as provided above, all other terms and conditions of the Original Bank Guarantee
No.....dated. shall remain unaltered and binding.

Please treat this as an integral part of the Original Guarantee to which it would be attached.

Yours Faithfully, For.....
Manager/Agent/Accountant
Power of Attorney No.....
Dated.....

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate value shall be purchased in the name of the Bank who has issued the Bank Guarantee.

7. Letter of Acceptance

[Letterhead paper of the Employer]

Ref.....
Date.....

To:

Dear Sir,

This is to notify you that your Bid dated [insert date] for execution of the [insert name of the Contract] for the Contract Price of the equivalent of [insert amount in number and words] as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

Disputes arising from the implementation of the contract shall be dealt as per the clause no ITB 39.1 in the BDS. The

Contract in duplicate is attached hereto. You are hereby instructed to:

- a) confirm your acceptance of this Letter of Acceptance by signing and dating both copies of it, and returning one copy to us no later than 10 days from the date hereof;
- b) proceed with the execution of the said Works in accordance with the Contract;
- c) sign and date both copies of the attached Contract and return one copy to us within 10 days of the date hereof; and
- d) forward the Performance Security pursuant to ITB Sub-Clause 36.1, i.e., within 10 days after receipt of this Letter of Acceptance, and pursuant to CCC under Clause 11.

Authorized Signature:

Name and Title of Signatory:

Name of Agency: _____

Attachment: Contract

8. Agreement

This Agreement made this [insert date] between the [insert name and address of employer](hereinafter called “the Employer”) of the one part and insert name and address of Contractor] (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that certain works should be executed by the Contractor, Viz. [insert name of Contract](hereinafter called the “Works”) and the employer has accepted the Bid by the Contractor for the execution and completion of such works and remedying of any defects therein.

Now this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, Viz.:
 - a) The letter of Acceptance;
 - b) The said bid; lieu
 - c) The condition of Contract;
 - d) The Technical Specifications and the scope of works;
 - e) The Drawings;
 - f) The priced Bill of Quantities;
 - g) The Schedules of Supplementary information
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the Provisions of the contract.
4. The Employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and remedying of defects therein the Contract price or such other sum as June become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.
5. Any notice under this Contract shall be in the form of a letter, telex, cable or facsimile. Notice to either party shall be given to the following address, unless subsequently modified by either party in writing:

FOR THE EMPLOYER:

Technical Officer, Civil Section
Tashi InfoComm
Ltd., Thimphu:
Bhutan.

(Address and Fax # etc.) (02) 322678

FOR THE CONTRACTOR:

[Insert name of Agency]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Kingdom of Bhutan on the day and year written above.

Employer Contractor

Authorized Signature Authorized Signature

Signed in the presence of:

Witness to Employer's Signature Witness to Contractor's Signature

SECTION-VI

Site Information, Bill of Quantities & Drawings

TASHI INFOCOMM LTD.

CONSTRUCTION OF TASHI INFOCOMM LTD.

Projet: REGIONAL OFFICE AT PHUNTSOLING

ABSTRACT

Grand Total Amount in words

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(Signature & Seal of the Contractor)