

National Pension & Provident Fund



TENDER DOCUMENT

**Project Name: Maintenance Works at NPPF Housing Complex – Replacement of
CI Pipes, Roof Slates, and Plinth Protection Tiling.**

April 2025



INVITATION FOR BID (IFB)

NPPF/RED-10/2025/

Date: 1st April, 2025.

To:

.....

.....

Dear Sir/Madam,

National Pension & Provident Fund is pleased to invite sealed quotations for the Work:
“**Maintenance Works at NPPF Housing Complex – Replacement of CI Pipes, Roof Slates, and Plinth Protection Tiling**”.

The details of the work, including the terms and conditions and specifications for the above work, are enclosed for your reference.

The quotation may be addressed to the *Chief, Real Estate Division, National Pension and Provident Fund, Thimphu*:

Last Date and Time for Submission: **15th April 2025 on or before 12: 30 PM BST**
Date and Time of Opening : **15th April 2025 at 2:30 PM BST.**

- *Bidders shall sign and seal every page of the bidding document.*
- *Bidder should also ensure that Form of Bid, bid securing declaration, bill of quantities, and Bidder's information of the bidding document are filled in correctly, signed and sealed, and submitted as part of the bid submission.*
- *A valid trade license must also be submitted.*

NPPF reserves the right to accept/reject/cancel any or all the quotations without assigning any reason thereof. For further clarification, please contact: +975 17991626

Thanking you,

[Chief, Real Estate Division]
Investment Department.
National Pension and Provident Fund.
Thimphu.



SECTION I: INSTRUCTIONS TO BIDDER (ITB)

1. Scope of Tender
 - 1.1. The Employer, as indicated **in the BDS issues** this Bidding Document for the procurement of Works. The name, identification, and identification of this bidding are **provided in the BDS**.
 - 1.2. The successful Bidder will be required to complete the Works within the Time for Completion stated in the Special Conditions of Contract (SCC).
 - 1.3. Throughout this Bidding Document;
 - (a) The term "in writing means communicated in written form with proof of receipt;
 - (b) If the context so requires, singular means plural and vice versa; and
 - (c) "day" means calendar day.
2. Corrupt Fraudulent Collusive or Coercive Practices
 - 2.1. The Royal Government of Bhutan requires that Employers and Bidders shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public money.
 - 2.2. In pursuance of this requirement, the Employer shall
 - (a) exclude the bidder from participation in the procurement proceeding concerned or reject a proposal for the award; and
 - (b) declare a bidder ineligible, either indefinitely or for a stated period, from participation in procurement proceedings under public money;If it, at any time, determines that the bidder has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a Contract under the public money.
 - 2.3. The Government defines, for this provision, the terms set forth below as follows:
 - (a) "**corrupt practice**" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly
 - b) "**fraudulent practice**" is any intentional act or omission including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (c) "**collusive practice**" is an arrangement between two or more



parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(d) "**Coercive practice**" is impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

2.4. The bidder shall be aware of the provisions on fraud and corruption stated in GCC Clause 3 and GCC Sub-Clause 36.2(d).

2.5. The RGoB requires that the Employer's personnel have an equal obligation not to solicit, ask for, and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

3. Eligible Bidders 3.1. Bidders of the categories **specified in the BDS** are eligible to participate in this bidding process.

4. Site Visit 4.1. The Bidders, at their responsibility and risk, are encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the bid and entering into a Contract for the performance of the Works. The costs of visiting the Site shall be at the bidder's own expense.

B. Content of Bidding Document

5. Contents of Bidding Documents 5.1. The sections comprising the Bidding Document are listed below and should be read in conjunction with any amendment issued under ITB Clause 7:

PART 1 Bidding Procedures

- Section 1: Instructions to Bidders (ITB)
- Section 2: Bidding Data Sheet (BDS)
- Section 3: Evaluation and Qualification Criteria
- Section 4: Bidding forms
- Section 5: General Conditions of Contract (GCC)
- Section 6: Special Conditions of Contract (SCC)
- Section 7: Technical Specifications
- Section 8: Contract Forms



- 5.2. The Employer is not responsible for the completeness of the Bidding Document and any addendum if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 5.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
6. Clarification of Bidding Documents
- 6.1. A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS**.
7. Amendment of Bidding Documents
- 7.1. At any time before the deadline for submission of the Bid, the Employer may amend the Bidding Document by issuing addenda and extend the deadline for the submission of bids at its discretion. Any amendment issued shall become an integral part of the Bidding Document and shall be communicated in writing to all those who have purchased the Bidding Document.

C. Preparation of Bids

8. One Bid per Bidder
- 8.1. A Bidder shall submit only one (1) Bid. A Bidder who submits or participates in more than one (1) Bid shall cause all the proposals with the Bidder's participation to be disqualified.
9. Bid Preparation Costs
- 9.1. The Bidder shall bear all costs associated with the preparation and submission of its Bids, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
10. Language of Bid
- 10.1. All documents relating to the Bid shall be in the language specified in the BDS.
11. Documents comprising the Bid
- 11.1. The original and copy(ies) of the Bid submitted by the Bidder shall comprise the following:
- (a) The Bid form (in the format indicated in Section 4);
 - (b) License and certificate
 - (c) Bid Securing Declaration per Clause 19; (d) Priced Bill of Quantities;
 - (e) **Qualifications:** documentary evidence following ITB 17 establishing the Bidder's qualifications to perform the Contract;
 - (f) written confirmation authorizing the signatory of the Bid to commit the Bidder, per ITB sub-clause 20.2; (g) Alternative offers where invited;



- (h) and any other materials required to be completed and submitted by Bidders, as specified in the BDS.
- 11.2. The Instruction to Bidders, Bidding Data Sheet, General Conditions of Contract, Special Conditions of Contract, Specifications, and drawings are for the information of the bidders and are not required to be submitted by the bidder.
12. Form of Bid
- 12.1. The form of Bid, Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
13. Alternative Bid
- 13.1. Alternative Bid shall not be considered in small works.
14. Bid Price and Discount
- 14.1. The prices and discounts quoted by the Bidder in the form of Bid and in the Schedules shall conform to the requirements specified below;
- 14.2. The bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section 4, Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3. The Bid price shall take into account the cost of materials, transportation, labor, taxes, levies, overheads and profit, and any other cost. The Bid price shall be applicable for the whole works described in the Drawings, Specifications, and Schedule of Works.
15. Currencies of Bid and Payment
- 15.1. All prices shall be quoted in Bhutanese Ngultrum (BTN) and shall be paid in BTN.
16. Documents comprising the Technical Proposal
- 16.1. The bidder shall furnish a work plan in the simple bar chart and other information if provided in BDS, to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
17. Documents establishing the Qualification of the Bidder
- 17.1. To establish its qualification to perform the Contract per Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms)



D. Submission and Opening of Bids

21. Sealing and Marking of Bids
- 21.1. The Bidder shall enclose the original in one (1) envelope and all the copies of the bid in another envelope, duly marking the envelopes as "ORIGINAL" and "COPY." These two (2) envelopes shall then be enclosed in one (1) single outer envelope.
- 21.2. The inner envelopes shall:
- (a) Be signed across the seals by the person authorized to sign the Bid on behalf of the Bidder;
 - (b) Be marked "ORIGINAL" and "COPY" and
 - (c) Bear the name and address of the Bidder.
- 21.3. The outer envelope shall;
- (a) Be sealed with adhesive or other sealant to prevent reopening;
 - (b) be addressed to the Employer at the address specified in the BDS; bear a statement "DO NOT OPEN BEFORE....." the time and date for Bid opening as specified in the BDS.
- 21.4. If all or any envelopes are not sealed and marked as required by ITB Sub-Clause 21, the Employer shall not reject the bids but assume no responsibility for the misplacement or premature opening of the Bid
22. Bid Submission Deadline
- 22.1. Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**.
- 22.2. Bids may be hand delivered, posted by registered mail, or sent by courier.
- 22.3. The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause 7, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the new deadline as extended.
23. Late Bids
- 23.1. Late bids shall not be considered and shall be returned unopened.
24. Modification, Substitution or Withdrawal of Bids
- 24.1. A Bidder may modify, substitute, or withdraw their Bids after it has been submitted by sending a written notice before the deadline for submission of Bids.
25. Bid Opening
- 25.1. The Employer shall open the Bids in the presence of the bidders attending the bid opening, including modifications or substitutions made under ITB Clause 24. Bidders or their representatives shall be allowed to attend and witness the bid opening and shall sign a register evidencing their attendance.



25.2. The name of the Bidder, Bid modifications, substitutions or withdrawals, total amount of each Bid, number of corrections, discounts, and the presence or absence of Bid Securing Declaration, and such other details as the Employer, at its discretion, may consider appropriate, shall be read out aloud and recorded.

25.3. The Employer shall prepare minutes of the Bid opening. The minutes shall include, as a minimum, the name of the Bidders and whether there has been a withdrawal, substitution, or modification; the Bid Price including any discounts and the presence or absence of a Bid Securing Declaration, if required.

E. Tender Opening and Evaluation

26. Confidentiality 26.1. After the opening of Bids, information relating to the examination, clarification, and evaluation of Bids and recommendations for the award shall not be disclosed to Bidders or other persons not officially concerned with the evaluation process until after the issuance of the Letter of Intent to award the Contract.

27. Clarification 27.1. The Employer may ask Bidders for clarification of their Bids to facilitate the examination and evaluation of Bids. The request for clarification and the response shall be in writing, and any changes in the prices or substance of the Bid shall not be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the Bids, under ITB Clause 30.

28. Bidder Contacting the Employer 28.1. Following the opening of Bids and until the letter of Intent to award the Contract is issued no Bidder shall make any unsolicited communication to the Employer or try in any way to influence the Employer's examination and evaluation of Bids which may result in the rejection of bids. If any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.

29. Determination of Responsiveness 29.1. Before the detailed evaluation of bids, the employer shall determine whether each bid (a) meets the eligibility criteria defined in the ITB clause 3; (b) has been properly signed; (c) is accompanied by the bid securing declaration; and (d) is substantially responsive to the requirements of the bidding documents.

29.2. A substantially responsive Bid conforms in all respects to the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) affects in any substantial way the scope, quality, or performance of the Works specified in the Contract; or



- (b) limits in any substantial way, or is inconsistent with the Bid Document, the Employer's rights, or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

29.3. If a Bid is not substantially responsive to the Bidding Document it shall be rejected by the Employer and shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30. Non Conformities, Errors and Omissions

30.1. The Employer may regard a Bid as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions, and other requirements outlined in the Bidding Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Bid.

30.2. Where there is a discrepancy between the amounts in figures and words, the amount in words will govern. If a Bidder refuses to accept the correction, its Bids shall be rejected. The Employer shall correct arithmetical errors on the following basis:

- i. If there is a discrepancy between the unit price and the line item total, the unit price shall prevail and the total price shall be corrected unless in the opinion of the Employer, there is an obvious misplacement of the decimal point in the unit price, in which case the total price, as quoted, shall govern and the unit price shall be corrected; and

31. Evaluation of Bids

31.1. The Employer shall evaluate and compare only those Bids determined to be substantially responsive to the requirements of the Bidding Document.

31.2. To evaluate a bid, the employer shall consider the following:

- (a) making appropriate adjustments to reflect discounts if any;
- (b) Correction of arithmetic errors, and
- (c) Where applicable, using the evaluation factors specified in Section 3, Evaluation and Qualification Criteria.

31.3. An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the *Employer* may proceed to the next substantially responsive Bid which offers the lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.



32. Abnormally Low Bids

32.1. An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price. Before proceeding to further analysis, the Employer shall revisit their departmental estimate to ensure it is realistic compared to the prevailing market rates.

32.2. After revisiting the departmental estimate as provided in clause 32.1, if the Procuring Agency determines that the Bid offered by the Bidder is 20% below or above the agency estimate, the Procuring Agency shall eliminate the Bid(s) before proceeding toward the Bid evaluation.

32.3. After evaluation of the price analysis, if the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

32.4. If the Procuring Agency decides to accept the abnormally low bid after considering the detailed price analysis, the Procuring Agency shall increase the performance security from ten percent (10%) up to a maximum of 30% of the initial contract price; or

Alternatively, the procuring agency may ask the successful bidder to deposit the difference between the departmental estimate and contract amount in the form of a cash warrant in addition to 10% performance security. However, the total performance security amount shall be limited to a maximum of 30% of the initial contract price.

33. Seriously unbalanced Bids or Front Loaded

33.1. If the Bid that is evaluated as the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or front-loaded the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule, and any other requirements of the bidding document.

33.2. After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:

- (a) accept the Bid and increase the performance security from ten percent (10%) up to a maximum of 30% of the initial contract price; or



Alternatively, the procuring agency may ask the successful bidder to deposit the difference between the departmental estimate and contract amount in the form of a cash warrant in addition to 10% performance security. However, the total performance security amount shall be limited to a maximum of 30% of the initial contract price; or

(b) Reject the Bid.

34. Employer's Right to Accept or Reject any or all
- 34.1. The Employer reserves the right to accept any Bid, to annul the Bid proceedings, or to reject any or all Bids, at any time before Contract award, without thereby incurring any liability to Bidders.

F. Contract Award

35. Award Criteria
- 35.1. The Employer shall award the Contract to the Bidders whose offer is substantially responsive to the Bidding Document and that has been determined to be the lowest evaluated Bid, provided that the Bidder is determined to be qualified to perform the Contract and upon fulfillment of works in hand ceiling prescribed by CDB.
36. Letter of Intent to Award the Contract/ Letter of Acceptance
- 36.1. The Employer shall notify the concerned Bidder whose bid has been selected per ITB 35.1 in writing (in the format in Section 4-hereafter called the "Letter of Intent to Award") that the Employer has the intention to accept its bid and the copy of the letter of intent shall be given to all other bidders who submitted the bid. Such notification should be communicated in writing, including by cable, facsimile, telex, or electronic mail to all the bidders on the same day of dispatch. The Employer shall ensure that the same information is uploaded on their website on the same day of dispatch.
- 36.2. If no bidder applies under ITB 38 within ten (10) days of the notice provided under ITB 36.1, before the expiration of Bid validity, the Employer shall notify the successful Bidder, in writing that its Bid has been accepted. Until a formal contract is prepared and executed, the letter of acceptance shall constitute a binding Contract.
- 36.3. Within fifteen (15) working days of the receipt of the letter of acceptance from the Employer, the successful Bidder shall furnish the Performance Security, in the amount specified in the BDS.
- 36.4. Within fifteen (15) working days of receipt of the letter of acceptance, the successful Bidder shall sign the contract, date, and return it to the Employer.



37. Debriefing by Employer

37.1. On receipt of the Employer's Notification of Intention to Award referred to in ITB 36.1, an unsuccessful Bidder has three (3) working days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

37.2. Where a request for debriefing is received within the deadline, the employer shall provide a debriefing within five (5) working days.

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

- (a) point-by-point comparisons with another Bid; and
- (b) Information that is confidential or commercially sensitive to other Bidders.

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



38. Complaints

- 38.1. The Bidder shall submit the complaint in writing within ten (10) days from the date of the letter of intent to award the contract under ITB 36.1 to the Employer.
- 38.2. The head of the agency shall, within 7 days after the submission of the complaint, issue a written decision.
- 38.3. The Bidder may appeal to the Independent Review Body within 5 days of the decision of the Head of the Procuring Agency or, where no such decision has been taken, within 15 days of the original complaint and the copy of the appeal shall be given to procuring agency on the same day.
- 38.4. Once the appeal copy is received by the procuring agency, it shall not proceed further with the procurement process until receipt of notification from the Independent Review Body Secretariat.



SECTION II - BIDDING DATA SHEET

Instructions for completing the Bidding Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses

ITB Clause	Amendment of, and Supplements to, Clauses in the Instructions to Bidders
A. General	
ITB 1.1	<p>The Employer is <i>National Pension and Provident Fund (NPPF), Thimphu</i></p> <p>The Name of the work is the Maintenance Works at NPPF Housing Complex – Replacement of CI Pipes, Roof Slates, and Plinth Protection Tiling.</p> <p>IFB No. is NPPF/RED-10/2025/</p>
ITB 3.1	The category of the contractor is: Small -W3 category (Buildings)
B. Bidding Documents	
ITB 6.1	<p>For Bid clarification purposes, the Employer's address is:</p> <p>Attention: Hem Raj Kharka Address: Head Office, Thimphu, National Pension and Provident Fund Phone number: +975 17991626 Electronic mail: hemraj.kharka@nppf.org.bt</p>
C. Preparation of Bids	
ITB 14.3	The bid price shall not be adjustable
ITB 15.1	The Currencies of Bid shall be: ["Ngultrum "]
ITB 16.1	A simple bar chart is not required
ITB 18.1	The Bid shall be valid up to: 60 days from the opening of the bid
ITB 19.5	The Bid Security of Amount Nu. 20,000 /- to be forfeited under ITB clause 19.4
D. Submission and Opening of Bids	
ITB 20.1	In addition to the original Bid, the number of copies is: ONE
ITB 21.3	The outer envelopes shall be addressed to the: Chief, Real Estate Division, National Pension and Provident Fund, Thimphu.
ITB 22.1	<p>For Bid submission purposes only, the Employer's address is:</p> <p>Attention: Chief</p> <p>Address: Real Estate Division, National Pension and Provident Fund, Chubachu, Thimphu</p> <p>The deadline for the submission of Tenders is: on or before 12:30 PM on 15th April 2025. Bids submitted after 12:30 PM shall not be entertained.</p>
ITB 32.2	After revisiting the departmental estimate as provided in clause 32.1,



	if the Procuring Agency determines that the Bid offered by the Bidder is 20% below or above the agency estimate, the Procuring Agency shall eliminate the Bid(s) before proceeding toward Bid evaluation.
ITB 32.4	<ul style="list-style-type: none"> • If the Procuring Agency decides to accept the abnormally low bid after considering the detailed price analysis, the Procuring Agency shall increase the performance security from ten percent (10%) up to a maximum of 30% of the initial contract price; or • Alternatively, the procuring agency may ask the successful bidder to deposit the difference between the departmental estimate and contract amount in the form of a cash warrant in addition to 10% performance security. However, the total performance security amount shall be limited to a maximum of 30% of the initial contract price
E. Award of Contract	
ITB 36.3	<ul style="list-style-type: none"> • The amount of Performance Security shall be 10 percent (10%) of the Contract Price.



SECTION III – EVALUATION AND QUALIFICATION CRITERIA

This section contains all the criteria that the Employer shall use to evaluate bids and qualify bidders. The Procuring Agency may apply basic minimum technical qualification requirements (key personnel and equipment) if there is a project-specific need.

1. Evaluation

1.1. Evaluation shall be done to determine if the bidders meet the required qualifications to be considered for the award of work.

2. Qualification Criteria

[Where applicable the following qualification criteria may be specified and deleted if not required]

2.1. Key Personnel

If the bidder doesn't submit documentary evidence of recruiting necessary qualifications and experience, the bidder shall be considered non-responsive during the evaluation.

No.	Position	Qualification	Number of years of relevant experience
1	Technician	VTI (Plumbing)	with a minimum of one year experience in similar works
2	Technician	VTI (Masonry)	with a minimum of one year experience in similar works

The Bidder shall provide details of the proposed key personnel and their relevant experience records in the relevant Forms included in Section 3, forms of Bid & Qualification information to fulfill the above requirements.

2.2. Equipment

No.	Equipment Type	Number required
1		
2		
3		
4		
5		

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section 4, forms of Bid & Qualification information to fulfill the above requirements.

2.3. Add any other criteria



SECTION IV: BIDDING FORMS

Standard Form 1: Form of bid

Notes on Form of Bid:

The Bidder shall fill in and submit this bid form with the Bid. If Bidders do not fill in the Contract Price and do not sign this Bid form, the bids will be rejected.

_____ [date]

To _____

Address _____

We offer to execute the contract for “_____

_____” under the Conditions of Contract accompanying this Bid for the Contract Price of _____
_____ [amount in figures] (_____
_____) [amount in words] _____
_____ [name of currency].

The contract shall be paid in Ngultrums (Nu.)

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

We hereby confirm that this Bid complies with the Bid validity and Bid Securing Declaration required by the bidding documents and specified in the Bidding Data Sheet.

Authorized Signature: _____

(Affix Legal Stamp)

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____



Standard Form 2: Bid-Securing Declaration

Date: _____

To: _____

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Bidding Data Sheet within 14 days of your instruction and failure to do so will automatically exclude us from being eligible for Bidding or submitting a Bid in any contract with the Employer for two years if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) having not accepted the correction of errors per the Instructions to Bidders ITB 30.2; or
- (c) Having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) failing or refusing to furnish the performance security per the ITT, or (ii) failing or refusing to execute the Contract per the ITB 36.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty (30) days after the expiration of our Bid.

Signed: _____

In the capacity of _____

Name: _____

Duly authorized to sign the Bid for and on behalf of: _____

Dated on _____ the day of _____, _____

Corporate Seal (where appropriate)

Affix Legal Stamp



Standard Form 3: Qualification Information

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

1. Individual bidders

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

1.2. Forms for Key Personnel
Form – 1A: Proposed Key Personnel

Bidders should provide the names of suitably qualified key personnel to meet the specified requirements for each of the positions listed in Section 3(Evaluation and Qualification Criteria). The data on their experience should be supplied using the form below for each candidate.

1.	Title of position
	Name
2.	Title of position
	Name
3.	

Form -1B: CV of Proposed Manpower

The Bidder shall provide all the information requested below. Fields with an asterisk (*) shall be used for evaluation.

Position*	
Personnel information	Name * Date of birth
	Qualifications:
Present employment	Name of Employer:
	Address of Employer:



Experience		
From	To	Company, Project, Position, and Relevant Technical and Management Experience

Summarize experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Documents Required:

The Bidder shall provide the following supporting documents for the above-proposed manpower:

- Original signed CVs of technical manpower committed.
- Copies of Citizenship ID Cards or work permit/ Passport/ Election/Voter ID cards (for foreign workers) of all manpower committed.
- Copies of contract agreements with all personnel if the contractor has hired them on contract.

1. C Forms for Equipment

The Bidder shall provide adequate information to demonstrate clearly that it can meet the requirements for the key equipment listed in Section 3 (Evaluation and Qualification Criteria).

Sl.No	Equipment Name & Type	Owned	Hired	Total No.
1.				
2.				
3.				

Documents Required:

The Bidder shall provide the following supporting documents for the above-proposed equipment:

1. Copy of the registration certificate of each equipment committed if applicable
2. Copy of the Insurance policy for each equipment where applicable
3. In case of hiring, a copy of the lease agreement in addition to 1 & 2 above
4. Any other evidence that may be relevant.



Standard FORM 4: BIDDER'S INFORMATION FORM

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

Date: _____

IFB No. and title: _____

Bidder's name
In the case of a Joint Venture (JV), the name of each member:
Bidder's actual or intended country of registration: [indicate country of Constitution]
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Mobile/Telephone/Fax numbers: _____ E-mail address: _____
<p>1. Attached are copies of the original documents of</p> <ul style="list-style-type: none"> • Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, per ITB 3 • In the case of a State-Owned Enterprise or institution, per ITB 3.5, documents establishing: <ul style="list-style-type: none"> <input type="checkbox"/> Legal and financial autonomy; <input type="checkbox"/> Operation under commercial law; and <input type="checkbox"/> That the Bidder is not a dependent agency of the Procuring Agency. <p>2. 2. Included are the organizational chart, a list of the Board of Directors, and the beneficial ownership.</p> <p>3. Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder</p>



Standard Form 5: INTEGRITY PACT STATEMENT

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

INTEGRITY PACT

1: General

Whereas the National Pension and Provident Fund here in after referred to as the Employer one part, and (Mr.....) representing the (name of person, the firm/construction Employer) on the other part (hereafter referred to as the Bidder) hereby execute this agreement as follows:

2. Objectives

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

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

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

a) Commitments of the Employer

The Employer commits itself to the following:

3.1 The Employer hereby undertakes that no official of the Employer, connected directly or indirectly with the Contract, shall demand, take a promise for, or accept, directly or through intermediaries, any bribe, consideration, gift, reward 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, bid evaluation, contracting or implementation process related to the Contract.

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

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

3.4 Following report on violation of clauses 3.1 and 3.2 by an official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further



dealings related to the Contract process. In such a case while an inquiry is being conducted by the Employer the proceedings under the Contract would not be stalled.

b) Commitments of Bidders

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

- 4.1 The Bidder shall not Offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, commission, fees, brokerage, any materials or immaterial benefit to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting, and implementation of the Contract.
- 4.2 The Bidder further undertakes that he has not given, offered, or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, commission, fee, brokerage, or any material or immaterial benefit to any official of the Employer or otherwise in procuring the Contract or forbearing to do or have done any act concerning the obtaining or execution of the Contract or any other contract with the Employer for showing or forbearing to show favor or disfavor to any person to the Contract or any other contract with the Employer.
- 4.3 The Bidder shall not collude with other parties interested in the contract to preclude the competitive bid price and impair the transparency, fairness, and progress of the bidding process, bid evaluation, contracting, and implementation of the contract.
- 4.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to, or intends to make to officials of the Employer or their family members, agents, brokers, or any other intermediaries in connection with the contract and the details Of services agreed upon for such payments.
- 4.5 The Bidder shall not enter into any monetary dealings or transaction, directly, with any tender committee member, and if he does so, the Employer shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

c) Sanctions for Violation

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

The breach Of the Pact or providing false information by the Bidder, or anyone employed by him, or acting on his behalf (whether with or without the knowledge of the bidder), or the commission of any offense by the Bidder, or anyone employed by him, or acting on his behalf, shall be dealt with as per the provisions of the Penal code of Bhutan,2004 and the Anti — Corruption Act, 2006.

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

- 5.1 Immediately call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- 5.2 Immediately cancel the contract, if already awarded/ signed, without giving any compensation to the Bidder.



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

5.4 Recover all sums already paid to the Bidder.

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

5.6 Cancel all or any other Contracts with the Bidder.

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

d) Examination of Books of Accounts

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

e) Monitoring and Arbitration

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

f) Legal Actions

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

g) Validity

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

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

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

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



EMPLOYER



BIDDER/REPRESENTATIVE

CID:

CID:

Witness: 

Witness: _____

Name: *Tehering Gyeltshen*

Name: _____

CID:

CID:



Standard Form 6: POWER OF ATTORNEY (IF APPLICABLE)

KNOW ALL MEN BY THESE PRESENT THAT WE..... [insert name of the Bidder]
..... an Employer incorporated under
the..... [insert relevant statute of the country of incorporation]
..... and having its registered office at
..... [insert address]

(Hereinafter referred to as the "Bidder") having been
authorized by the Board of Directors of the Employer, inter alia, to execute contracts in the name of and
for and on behalf of the Employer. I..... [insert name of
the person giving the power of [attorney]..... presently holding
the position of..... [insert designation of the person giving the power of
attorney..... in the Employer do hereby constitute, appoint
and authorize Mr..... [insert name, designation and residential address of the
person to whom the power of attorney is being given].

..... as our true and lawful attorney to do in our name and on
our behalf all such acts, deeds, things necessary and incidental to submission of our Bid against NIT
No....., floated by Employer. I hereby further authorize the
above attorney for signing and submission of the Bid and all other documents, information related to the
Bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any
amendments to the Bid and such documents related to the Bid, and providing responses and
representing us in all the matters before Employer in connection with the Bid for the said NIT till the
completion of the bidding process.

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

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

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

EXECUTANT

Signature

Name.....

Designation.....

ACCEPTED:

Signature of Attorney

Name.....

Designation.....

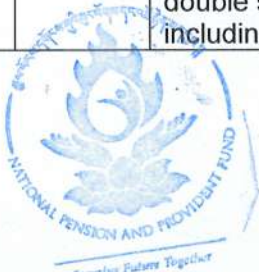


Standard form 7: BILL OF QUANTITIES

Name of work: **External Painting, Internal Painting (Entrance Foyer/Lobby), and Bhutanese Painting of Class II-A Buildings and Commercial Complex at NPPF Housing Complex.**

Abstract of Cost		
Sl.no	Description	BSR-2024
		Amount (Nu.)
A	Replacing of Cast Iron (C.I.) pipe by PVC Pipe for Class-IV and Class-IIB at NPPF Housing Complex	
B	Replacing of roof slates with CGI sheets for Class III - Building no. 1 & Class III - building no. 4 (2 nos. building) at NPPF Housing Complex	
C	Laying of tiles at Plinth protection at NPPF Housing Complex	
	Total Amount	
D	OHS (.... % of the total amount) – Refer to SECTION VII for calculation	
	Grand Total Amount	

Name of Work: External Painting, Internal Painting (Entrance Foyer/Lobby), and Bhutanese Painting of Class II-A Buildings and Commercial Complex at NPPF Housing Complex.							
Sl.no/	Ref. BSR 2024	Items Description	Unit	Quantity	Rate (BTN)	Amount (BTN)	Remarks
A		Replacing of Cast Iron (C.I.) pipe by PVC Pipe for Class-IV and Class-IIB at NPPF Housing Complex					
A1	DD0078	Dismantling CI pipes including excavation and refilling trenches after taking out the pipes, breaking lead caulked joints, melting of lead and made into blocks, stacking of pipes at the site, and disposal of rubbish within 100m lead - up to 150mm diameter	m	1,176			
A2	PO0370	Providing & fixing P.V.C soil waste and vent pipes, single or double socketed, including pipe clip complete (excluding the cost of PVC fittings) - 75mm diameter	m	774			
A3	PO0372	Providing & fixing P.V.C soil waste and vent pipes, single or double socketed, including pipe clip	m	402			



		complete (excluding the cost of PVC fittings) - 110mm diameter					
A4	PO0487	Providing & fixing P.V.C Single Y, with door - 110 mm diameter	each	60			
A5	PO0447	Providing & fixing P.V.C Single Tee with door - 110mm diameter	Each	50			
A6	PO0417	Providing & fixing P.V.C door bend - 110 mm diameter	Each	110			
A7	PO0407	Providing & fixing P.V.C plain bend - 110 mm diameter	Each	80			
A8	PO0396	Providing & fixing P.V.C Reducer - 110mm x 75 mm	Each	70			
A9	PO0415	Providing & fixing P.V.C door bend - 75 mm diameter	Each	100			
A10	PO0445	Providing & fixing P.V.C Single Tee with door - 75mm diameter	Each	160			
A11	PO0405	Providing & fixing P.V.C plain bend - 75 mm diameter	Each	100			
A12	PO0565	Providing & fixing P.V.C Nahani Trap - 110mm inlet & 75mm outlet	Each	150			
A13	PI0040	Providing & fixing Indian-type vitreous china w.c squatting pan, including 100 mm H.C.I P or S trap, 10 lit low-level vitreous china cistern & fittings, repair walls - 500mm, white	Each	110			
A14	A/R	Provision of portable/temporary toilets for tenants during CI to PVC pipe replacement, including installation, maintenance, and removal upon work completion	Each	6			
Total Amount (A) Nu							



B Replacing of roof slates with CGI sheets for Class III - building no. 1 & Class III - building no. 4 (2 nos. building) at NPPF Housing Complex							
B1	DD0046	Dismantling tiled roofing with batten boarding etc. complete including stacking useful materials & disposal of rubbish within 100m lead	Sq.m	320			
B2	RF0001	Providing & fixing Corrugated Galvanised Iron (CGI) sheeting, including bolts, hooks, and nuts 8mm dia. with bitumen and G.I limpet washers filled with white lead for connection, excluding the cost of purlins, rafter, and trusses - 24g	Sq.m	320			
B3	RF0005	Providing & fixing 600 mm ridges or hips in plain G.I. including bolts, hooks, and nuts 8mm dia G.I limpet, and bitumen washers for connection - 24g	M	33.4			
B4	PT0011	Providing & applying one coat of primers - Metal work - synthetic red oxide primer	Sq.m	320			
B5	PT0044	Providing and applying finishing coats - Bituminastic enamel, for steelwork, two coats on new work	Sq.m	320			
Total Amount (B) Nu							
C Laying of tiles at Plinth protection at NPPF Housing complex							
C1	A/R	Providing and laying Chequered precast cement concrete tiles 22 mm thick in footpath & courtyard, jointed with neat cement slurry mixed with pigment to match the shade of tiles, including rubbing and cleaning, etc. complete, on 25 mm thick bed of cement mortar 1:4 (1 cement: 4 coarse sand) with polymer modified adhesive mortar -	Sq.m	264			

		Chequered tiles, Paver tiles. 25mm Thk. Colour					
Total Amount (C) Nu							
Additional Item							
D		Occupational Health and Safety measures (Refer to SECTION VII for the calculation)					
Total Amount (D) Nu.							
Grand Total (A+B+C+D) Nu.							
Seal				Name of Bidder:			
				Signature of the bidder:			
				Date:			



SECTION V. GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1. The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined terms:

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



2. Interpretation & Documents forming the Contract

2.1. In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed a part thereof or be taken into consideration in the interpretation of the Contract. Words have their normal meaning under the language of the Contract unless specifically defined.

2.2. The following documents forming the Contract shall be interpreted in the following order of priority:

- (a) The signed Contract Agreement.
- (b) the Letter of Acceptance.
- (c) the completed Bid form as submitted by the Bidder.
- (d) the Special Conditions of Contract.
- (e) the General Conditions of Contract.
- (f) Specifications
- (g) the Drawings.
- (h) any other document listed in the SCC as forming part of the Contract.

3. Corrupt, Fraudulent, Collusive or Coercive Practices

3.1. The Government requires that Employers, as well as Contractors shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public money.

3.2. In pursuance of this requirement, the Employer shall

- (a) exclude the Contractor from participation in the procurement proceedings concerned or reject a proposal for an award; and
- (b) declare a contractor ineligible, either indefinitely or for a stated period, from participation in procurement proceedings under public money;

If at any time, determines that the bidder has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a Contract under the public money.

3.3. The Government defines, for this provision, the terms set forth below as follows:

- (a) corrupt practice¹⁵ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value⁶ to influence improperly the actions of another party;

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

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



- (b) "Fraudulent practice"⁷ is any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (c) "Collusive practice"⁸ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; and
 - (d) "Coercive practice"⁹ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- 3.4. The Government requires that the Client's personnel have an equal obligation not to solicit, ask for, and/or use coercive methods to obtain personal benefits in connection with the said proceedings.
4. Governing Language and Law
- 4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Employer, shall be written in English unless otherwise stated in the SCC. The Contract shall be governed by and interpreted following the laws of the Kingdom of Bhutan.
5. Engineer's Decision
- 5.1. Except where otherwise specifically stated in the SCC, the Engineer will decide Contractual matters between the Employer and the Contractor in the role of representative of the Employer.
6. Delegation
- 6.1. The Engineer may delegate any of his duties and responsibilities to his representative, after notifying the Contractor, and may cancel any delegation, without retroactivity, after notifying the Contractor.
7. Communications and Notices
- 7.1. Communications between Parties according to the Contract shall be in writing to the address specified in the SCC. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
8. Sub- Contracting
- 8.1. The Contractor shall not be permitted to subcontract any part of the Works in whole or in part.
9. Contractor's Personnel & Equipment
- 9.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the functions stated in the Schedule, or other personnel approved by the Engineer. Similarly, the contractor shall deploy all committed equipment at the site as and when required by the employer.

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

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

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



10. Welfare of Labourers & Child Labour
- 10.1. The Contractor shall provide proper accommodation to his laborers and arrange proper water supply, conservancy, and sanitation arrangements at the site following relevant regulations, rules, and orders of the government.
- 10.2. The Contractor shall comply with the applicable minimum age, labor laws, and requirements of (including applicable treaties which have been ratified by) the Government of Bhutan regarding hazardous forms of child labor.
11. Safety, Security, and Protection of the Environment
- 11.1. The Contractor shall throughout the execution and completion of the Works and the remedying of any defects therein:
- (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site and the Works in an orderly state;
 - (b) provide and maintain at the Contractors own cost all lights, guards, fencing, warning signs, and watching for the protection of the Works or the safety on-site; and
 - (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or property of the public or others resulting from pollution, noise, or other causes arising as a consequence of the contractor's methods of operation.
12. Access to the Site
- 12.1. The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
13. Documents & Information.
- 13.1. The Contractor shall furnish to the Engineer all information, schedules, calculations, and supporting documents that may be requested.
14. Property
- 14.1. If the contract is terminated by the Employer because of the contractors' default, then, the contractor shall not be allowed to remove any materials on the Site, Plant, and Temporary Works until the matter is amicably resolved.
15. Insurance
- 15.1. The Contractor shall provide, 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.



- 15.2. The Contractor shall deliver policies and certificates of insurance to the Engineer, for the Engineer'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.
- 15.3. If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance that the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
16. Possession of the Site
16.1. The Employer shall give possession of the Site or parts of the Site, to the Contractor on the date(s) specified in the SCC.
17. Commencement of Works
17.1. The Contractor may commence execution of the Works on the Start Date, or other such date as specified in the SCC, and shall carry out the Works in an expeditious manner.
- 17.2. If the Contractor fails to commence the works within the above-stated period, the Employer may, at his sole discretion, terminate the Contract and may use the proceeds of the Performance Security to compensate for any losses thereof, if any.
18. Completion of Works
18.1. The Contractor shall complete the Works within the number of days stated in the SCC from the date of commencing the Works on the Site.
19. Programme of Works
19.1. Within the time stated in the SCC, the Contractor shall submit to the Engineer for approval a work program. The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the SCC.
20. Early Warning
20.1. The Contractor shall warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work result in increase to the Contract Price or delay in the execution of the Works.
21. Compensation Events
21.1. The following shall be Compensation Events:
(a) the Employer does not give access to the Site or part of the Site by the Site Possession Date stated in the SCC clause 16; and
(b) if the payment is delayed under Clause 25.1.
- 21.2. If a Compensation Event would prevent the work from being completed before the Intended Completion Date, the Intended Completion Date shall be extended, as appropriate, by the Engineer.



22. Non-Scheduled Items of Works 22.1. The Contractor shall be paid for non-scheduled items of works only when the Engineer approves such works and at the rates and in the manner stated in the SCC.
23. Schedule of Works 23.1. The Schedule of Works will contain rates for all items for the construction including temporary works, installation, testing, and commissioning work to be done by the Contractor.
- 23.2. The Contractor shall be paid for the quantity of the work done at the rate in the Contract Agreement for each item.
- 23.3. The Contractor shall be entirely responsible for all taxes, duties, license fees, and other such levies imposed outside and inside Bhutan.
24. Payment Certificates 24.1. The Contractor shall submit to the Engineer monthly statements of the estimated value of the work executed less the cumulative amount certified previously. The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor by 30 working days from the date of receipt of the Contractor's monthly statement in correct and complete form.
- 24.2. The value of work executed shall be determined by the Engineer.
- 24.3. The value of work executed shall comprise the value of the quantities of the items in the Schedule of Works completed.
- 24.4. The value of work executed shall include the valuation of Variations, Certified Dayworks, and Compensation Events.
- 24.5. The Engineer may exclude any item certified in previous certificates or reduce the proportion of any item previously certified in any certificate in the light of later information.
25. Payments 25.1. The Employer shall pay the Contractor the amounts certified by the Engineer within thirty (30) days of the date of each certificate.
- 25.2. The Employer shall make Advance Payment (mobilization and secured advance) to the Contractor of the amounts and by the dates stated in the SCC. The mobilization advance shall be backed up by an equivalent amount of unconditional Bank Guarantee (Form 4).
- 25.3. The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for the execution of the Contract. The Contractor shall demonstrate that the advance payment has been used in this way by submitting copies of invoices or other documents to the Employer.



25.4. The advance payment shall be recovered by deducting proportionate amounts from payments due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, variations, claims, or any amount payable due to failure to complete the works.

26. Changes in Quantities¹⁰

26.1. If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than twenty percent (20%), provided the cost of variation beyond twenty percent (20%) limit exceeds one percent (1%) of the Initial Contract Value the Employer shall adjust the quoted rate up or down to allow for the change. Only when both conditions are met then the quoted rate shall be changed.

(a) If the quantity of work executed exceeds the quantity of the item in BOQ beyond the higher specified limit the Employer shall fix the market rate (which may be lower or higher than the quoted rate) to be applied for the additional quantity of the work executed.

(b) If the quantity of work executed is less than the quantity of the item in BOQ lesser than the lower specified limit, the Employer shall fix the market rate based on the submission of the contractor (which may be lower/higher than the quoted rate) to be applied for the whole of the quantity of the work so executed for that particular item.

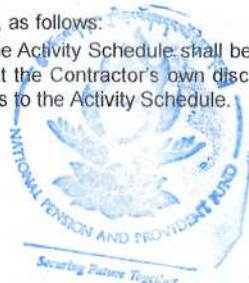
26.2. The rates shall not be adjusted from changes in quantities if thereby the Initial Contract Price is exceeded by more than five percent (5%), except with the prior approval of the Employer in consultation with the Tender Committee.

26.3. For works up to Nu. 50M, when quantity deviation exceeds twenty percent (20%) from the quantity in BOQ and the total cost of such deviations exceeds twenty percent (20%) of the initial contract price, the procuring agency shall seek prior approval of the Competent Authority (Finance Committee constituted in their respective agency)

26.4. If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

6 In lump sum contracts, delete "Bill of Quantities" and replace it with "Activity Schedule," and replace the entire Clause 26 with a new Sub-Clause 26.1, as follows:

26.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of the Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.



27. Variations

- 27.1. The Project Manager shall order any variation of the form, quality, or quantity of the Works or any part thereof that may, in his opinion, be necessary. Each variation may include, but is not limited to, any of the following:
- (a) increase or decrease in the quantity of any work included in the Contract,
 - (b) omission of any item of work,
 - (c) change in the character or quality or kind of any such work,
 - (d) change in the levels, lines, position, and dimensions of any part of the works,
 - (e) additional work of any kind (not exceeding twenty percent (20%) of the original contract amount or the maximum threshold value for the use of Limited Tender whichever is lower), or
 - (f) change in any specified sequence or timing of construction activities.
- 27.2. All Variations shall be included in updated Programs produced by the Contractor.
- 27.3. The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 27.4. If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 27.5. If the Project Manager decides that the urgency of varying the work would prevent a quotation from being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 27.6. The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving an early warning.



- 27.7. If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 26.1 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- 27.8. For works up to Nu. 50 Million, if the value of additional work exceeds twenty percent (20%) of the initial contract price, the procuring agency shall seek prior approval of the Competent Authority (Finance Committee Constituted in respective agencies).
28. Retention
- 28.1. The Employer shall retain from each payment due to the Contractor the proportion stated in the SCC until the completion of the whole of the Works.
- 28.2. On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor, the remaining half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.
29. Liquidated Damages
- 29.1. The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion date for the works or for any part thereof.
30. Performance Security
- 30.1. Upon receipt of the letter of acceptance, a Performance Security shall be provided to the Employer in the amount and form stated in the Contract Forms (Form 3). The Performance Security shall be valid until a date thirty (30) days from the date of issue of the Certificate of Completion.
- 30.2. The proceeds of the performance security shall be payable to the Employer unconditionally upon first written demand as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
31. Price Adjustment
- 31.1. Prices may be adjusted for fluctuations in the cost of materials only if the contract duration exceeds 12 months and if so **provided for in the SCC.**



31.2. The adjustment shall be based on the cost of materials as reflected by the Material Index Numbers published by the National Statistical Bureau¹¹ (NSB), calculated for every successive period of 3 months after the 12th month of the Contract using the following formulae.

$$V = W \times 0.80 \times 0.75 \times (M - M_0) / M_0$$

Where:

V = amount of variation for materials payable to/recoverable from the contractor for the period under review;

W = value of the work done during the period under review minus (amount of secured advance recovered in the same period + value of works executed under variations for which the variations are paid in the new rate);

M₀ = Material Index for the month in which the tender was submitted;

M = the average value of the above Index Number for the 3 months the period under review;

31.3. Price Adjustment shall apply only for work carried out within the stipulated time or extensions granted by the Procuring Agency and shall not apply to work carried out beyond the stipulated time for reasons attributable to the Contractor.

32. Completion

32.1. The Contractor shall request the Engineer to issue a Certificate of Completion of the Works, and the Engineer will do so upon deciding that the work is substantially completed.

33. Correction of Defects

33.1. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the SCC. The Defects Liability Period shall be extended for as long as the Defects remain to be corrected.

33.2. If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

34. Taking Over

34.1. The Employer shall take over the Site and the Works within seven (7) days of the Engineer issuing a Certificate of Completion.

⁷ Until NSB comes up with the Material Index for the Royal Government of Bhutan, the Wholesale Price- Index (all commodities) for Materials shall be used for the purpose of this clause. Visit www.eaindustry.nic.in for the Wholesale Price Index.



35. Final Account
- 35.1. The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract. The Engineer shall certify any final payment that is due to the Contractor within twenty-one (21) days of receiving the Contractor's account if it is correct and complete.
- 35.2. The Employer shall effect payment of the final account within thirty (30) days from the date of certification by the Engineer.
36. Termination
- 36.1. The Employer or the Contractor by giving thirty (30) days written notice of default to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of Contract.
- 36.2. Fundamental breaches of the Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for more than thirty (30) days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
 - (b) the Engineer gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable time determined by the Engineer;
 - (c) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of Liquidated Damages can be paid;
 - (d) the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract; and
 - (e) a payment certified by the Engineer is not paid to the Contractor by the Employer within sixty (60) days of the date of the Engineer's certificate.
- 36.3. The Employer and the Contractor may at any time terminate the Contract by giving notice to the other party if either of the parties becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to any party provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue to the other party.
- 36.4. Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 36.5. If the Contract is terminated, the Contractor is to stop work immediately, make the Site safe and secure, and hand over the Site to the Employer as soon as reasonably possible.



37. Payment upon Termination
- 37.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Plant and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 37.2. If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Contractor shall be entitled to payments for completed works and the materials that have been brought to the site for the works, but not used as certified by the Engineer after adjusting any payments received by the Contractor.
38. Release from Performance
- 38.1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible, after receiving this certificate. The Contractor shall be paid for all works carried out before the stoppage of work and any work carried out afterward to which a commitment was made.
39. Force Majeure
- 39.1. For this Contract, "Force Majeure" means an exceptional event or circumstance:
- (a) which is beyond a Party's control,
 - (b) which such Party could not reasonably have provided against before entering into the Contract,
 - (c) which, having arisen, such Party could not reasonably have avoided or overcome, and
 - (d) which is not substantially attributable to the other Party.
- 39.2. Force Majeure may include but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
- (a) war, hostilities (whether war be declared or not), invasion, acts of foreign enemies,
 - (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
 - (c) riot, commotion, disorder, strike, or lockout by persons other than the Contractor's Personnel,



- (d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation, or radio-activity, and
- (e) natural catastrophes such as earthquakes, hurricanes, typhoons, or volcanic activity.

39.3. However, force majeure shall not include the following;

- (a) rainfall
- (b) snowfall
- (c) strikes in other countries
- (d) non-availability of laborer and materials such as timbers, boulders, sand, and other materials
- (e) difficulty and risky terrain and remoteness of the site.

40. Settlement of Disputes

40.1. The Employer and the Contractor shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

40.2. Any dispute between the parties to the Contract that may not be settled amicably will be referred to Arbitration at the initiative of either of the parties.

40.3. The Arbitration shall be conducted per the Arbitration Rules of the Kingdom of Bhutan in force.



SECTION VI. SPECIAL CONDITIONS OF CONTRACT

GCC 1.1(d)	The Contractor is <i>(will be finalized after the award of the work)</i>
GCC 1.1(i)	The Employer is the National Pension and Provident Fund.
GCC 1.1(j)	The Engineer is Mr. Hem Raj Kharka, Maintenance Engineer.
GCC 1.1(k)	The Intended Completion Date for the whole of the Works shall be 3 months (90 days) from the date of "Notice to Proceed" .
GCC 1.1(l)	The Site is located at NPPF Housing Complex, Chang Genye
GCC 1.1(n)	The name and identification of the contract is Maintenance Works at NPPF Housing Complex – Replacement of CI Pipes, Roof Slates, and Plinth Protection Tiling
GCC 2.2(h)	The Bidder shall submit with its Bid the following additional documents: <i>"No additional documents".</i>
GCC 4.1	The Language governing the Contract shall be English.
GCC 5.1	The Engineer shall obtain specific approval from the Employer before undertaking any action that would affect the quality of the work.
GCC 7.1	The addresses for Communications shall be: For the Employer: Mr. Hem Raj Kharka, 17991626, Maintenance Engineer, NPPF For the Contractor: Will be finalized with the winning bidder.
GCC 9.1	The Key Personnel of the Contractor are: 1. Technician <i>should qualify VTI or any equivalent qualification (NC, TTI, etc. plumbing) with a minimum of one year experience in similar works.</i> 2. Technician <i>should have qualification of VTI or any equivalent qualification (NC, TTI, etc. mason) with a minimum of one year experience in similar work.</i> The amount to be deducted for the key personnel not employed by the contractor is Nu. 20,000/ Month. If the key personnel are not deployed in the second month also, then NPPF reserves the right to terminate the contract. The contractor should properly collaborate with NPPF and/ especially with Tenants while carrying out painting works since the units will be occupied during the work.
GCC 15.1	For insurance purposes, the type of cover required shall be: The contractor shall be responsible for the insurance of personnel/labor involved in the work and shall submit a copy of the contractor's all-risk (CAR) insurance after the award of the work.
GCC 16.1	Possession of the site shall be within Seven (7) working days from the date of signing of the Contract.



GCC 17.1	Commencement of work shall be within seven working days from the date of handing over possession of the Site.
GCC 18.1	Completion of works shall be within Three (3) months/90 days from the date of commencing the works on the site and shall submit signed work completion reports to the concerned official within seven (07) working days .
GCC 19.1	The Contractor shall submit the first work plan seven working days after signing the Contract.
GCC 25.2	<p>Payment terms:</p> <p>Mobilization advances of 10% of the Contract Price will be made to the Contractor within (14) days of the Contract signing date after submission of an unconditional bank guarantee.</p> <p>For secured advance, the Contractor shall be paid 75% of the cost of materials that have been delivered, properly stored, and secured to the satisfaction of NPPF's engineer. Perishable goods such as cement, timber, bamboo, etc. are materials against which secured advance is not eligible.</p>
GCC 28.1	The Retention shall be 10% of the Contract Price.
GCC 29.1	<p>The liquidated damages for the whole of the Works are 0.05% of the contract price per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is 10 percent of the initial Contract Price.</p>
GCC 31.1	The Contract is not subject to price adjustment.
GCC 33.1	The Defects Liability Period shall be twelve months (12) from the date of handing taking of the completed works.
GCC 37.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 20% of the value of work not completed up to a maximum of 10% of the initial contract price.
Additional terms and conditions (ATC)	
ATC1	The contractor is responsible for the safety of the workers and therefore must ensure that workers wear safety equipment and harness at all times during the execution of the work. NPPF shall not be liable for payment of any compensation in the event of mishaps while undertaking the work due to non-compliance with safety standards.



Section VII: Guideline of Occupational Health and Safety

1.1 Percentage of OHS

The equation yield percentage of OHS cost shall not be higher than 4% of the quoted amount. If higher the employer shall fix the cost of OHS at 4% of the initial contract price.

1.2 OHS Requirement

a. **Insurance:** Every worker should be insured for the entire period of construction.

b. **Personal Protective Equipment (PPE)**

Every worker should be provided with the following PPE to minimize exposure to hazards and to ensure safety at construction sites at all times.

- **To be provided to all the workers at all times of work:**
 - Safety Helmet
 - High visibility vest
 - Safety Shoes
 - Safety belt
 - Protective gloves
- **To be provided to specific workers when performing specialized work as identified by the Project Team:**
 - Safety belt
 - Safety Harness
 - Protective gloves

'Specific workers include those workers working at height, welders, and workers engaged in works with high noise level, or those identified by the Project Manager.

1.3 Common Protective Measures (CPMs)

Common Protective Measures (CPMs) should be present and followed throughout the entire period of construction:

- Adequate safety signs and signboards
- Boundary fence/barricade
- Fall protection

1.5 Monitoring:

NPPF will monitor and ensure that the OHS requirements are provided by the contractor at the site and used appropriately "at all times".

The non-incorporation of Occupational Health & Safety at the construction site as per the requirements, standards, and specifications mentioned in this document will result in the following deduction:

SI	Description of PPE	Deduction/ person/day (Nu.)	Unit
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A	Personal Protection Equipment (PPE)		
	To be provided to all		
	Safety Helmet	120	Per person per day
	High visibility vest	120	Per person per day
	Safety Shoes	120	Per person per day
	Safety Belt	100	Per person per day
	Safety Harness	100	Per person per day
	Protective gloves	100	Per person per day

1.6 Mode of Payment:

The payment of OHS shall be made on a monthly basis based on:

$$\frac{\text{Contractor Quotated OHS Amount or 4\% of Initial Contract price (whichever is less)}}{\text{Duration of Project (months)}} = \text{Payment of OHS}$$

Before making the payment, the focal person should verify and confirm that the OHS input requirements have been mobilized and implemented at the site.



SECTION VIII - CONTRACT FORMS

(Form No. 1 to Form No. 4)

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



FORM 1: NOTIFICATION OF AWARD

[Insert date]

To: [name and address of the Contractor]

Sub: Notification of Award for.....

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

Dear Sir or Madam,
Concerning your Bid dated [insert date] for the execution of the [insert name of the Contract and identification number, as given in the SCC] for the Contract Price of the equivalent of [insert amount in numbers and words] [insert name of currency], as corrected and modified following the Instructions to Bidders are hereby accepted by our Agency

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

- a) Please confirm your acceptance of this Notification of Award by signing and dating both copies of it, and returning one copy to us no later than 15 days from the date hereof;
- b) Please report to this office to sign the formal Contract Agreement within 15 (fifteen) days of the date of this Notification of Award.
- c) Before the signing of the Contract Agreement, you are required to submit performance security in the form of a Bank Guarantee/ demand draft/ cash warrant as per ITB clause 40 and GCC clause 17. The performance security may be submitted in advance or at the time of signing the contract agreement. The bank guarantee/ demand draft/ cash warrant should be in favor of (insert appropriate name and designation).
- d) The stipulated commencement of the work shall be reckoned from the date of Contract signing.

Kindly acknowledge the receipt of this letter.
Yours sincerely,

[Chief, Real Estate Division]



Form 2: Letter of Acceptance

Letter of Acceptance

Contract No:

Date:

To:

[name and address of Contractor]

This is to notify you that your Bid dated *[insert date]* for the execution of the Works for *[name of project / Contract]* for the Contract Price of Nu *[amount in figures and in words]*, as corrected and modified following the Instructions to bidder is hereby accepted by *[name of the Employer]*.

You are requested to proceed with the execution of the Works on the basis that this letter of acceptance shall constitute the formation of a Contract, which shall become binding upon furnishing a Performance Security and signing the Contract Agreement within fifteen (15) working days, in accordance with ITB Clause 36.

We attach the Contract Agreement and Special Conditions of Contract for your perusal and signature.

Signed

Duly authorized to sign for and on behalf of
[name of Procuring Entity]

Date:



Form 3: Bank Guarantee for contract performance security

[this is the format for the Performance Security to be issued by any financial institution in Bhutan in accordance with ITB Clause 40]

Contract No:

Date:

To:

[Name and address of Employer]

PERFORMANCE GUARANTEE No:

We have been informed that *[name of Contractor]* (hereinafter called "the Contractor") has undertaken, according to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called "the Contract"), the execution of works *[description of works]* under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance guarantee.

At the request of the Contractor, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Nu *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Contractor is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

[signature(s) of an authorized representative(s) of the bank]



Form 4: Bank Guarantee for Advance Payment

[this is the format for the Advance Payment Guarantee to be issued by a financial institution in Bhutan in their letter pad in accordance with SCC Clause 25.2]

Contract No:

Date:

To:

[Name and address of Employer]

ADVANCE PAYMENT GUARANTEE No:

We have been informed that [name of Contractor] (hereinafter called "the Contractor") has undertaken, according to Contract No [reference number of Contract] dated [date of Contract] (hereinafter called "the Contract"), the execution of works [description of works] under the Contract.

Furthermore, we understand that, according to your conditions, Advance Payments must be supported by a bank guarantee.

At the request of the Contractor, we [name of bank] hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Nu. [insert amount in figures and words] upon receipt by us of your first written demand accompanied by a written statement that the Contractor is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

We further agree that no change, addition, or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Employer and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until [date of validity of guarantee], consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

[signature(s) of an authorized representative(s) of the bank]

