

Procurement of Works

Bidding Document for

Construction of Underpass RCC Culvert at Bhawanijhora

Package-028

Issued on: June 2024

Invitation for Bids No.: NCB/STTFLP/DoST/2024-2025/UC-028

ICB/NCB No.: NCB/STTFLP/DoST/2024-2025/UC-028

Employer: Department of Surface Transport, Royal Government of Bhutan

Country: Bhutan

Preface

This Bidding Document for the Procurement of Works has been prepared by **Department of Surface Transport, Ministry of Infrastructure and Transport** and is based on the Standard Bidding Document for the Procurement of Works–Small Contracts (*SBD Works-Small*) issued by the Asian Development Bank dated 2016.

ADB's *SBD Works-Small* has the structure and the provisions of the Master Procurement Document entitled "Bidding Documents for the Procurement of Works–Small Contracts", prepared by multilateral development banks and other public international financial institutions except where ADB-specific considerations have required a change.

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Section 1 - Instructions to Bidders

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Section 1 - Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of the Works as specified in Section 6 (Employer's Requirements). The name, identification, and number of contracts of this bidding are provided in the BDS.
- 1.2 Throughout this Bidding Document,
- (a) the term "in writing" means communicated in written form and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- (c) "day" means calendar day.
- 2. Source of Funds**
- 2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "ADB") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
- 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called "Financing Agreement"), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
- 3. Fraud and Corruption**
- 3.1 ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" means any 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;
- (iii) "coercive practice" means 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;

- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding ADB's contractual rights of audit or access to information; and
 - (vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
 - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

¹ Whether as a Contractor, Nominated Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document). A Nominated Subcontractor is one that either has been (i) included by the Bidder in its prequalification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's prequalification application or the bid; or (ii) appointed by the Employer.

- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers, and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

3.2 Furthermore, Bidders shall be aware of the provisions of GCC 28.3 and 73.2 (i).

4. Eligible Bidders

4.1 A Bidder may be a natural person, private entity, or government-owned enterprises subject to ITB 4.5 - or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture:

- (a) all partners shall be jointly and severally liable; and
- (b) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:

- (a) they have controlling partners in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13 of the Bidding Document. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a)–(d) above, this does not limit the participation of a Bidder

- as a Subcontractor in another Bid or of a firm as a Subcontractor in more than one Bid; or
- (f) Bidder or any affiliated entity, participated as a Consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract.
- 4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.
- 4.5 Government-owned enterprises in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Borrower
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.7 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.
- 4.8 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- 5. Eligible Materials, Equipment, and Services**
- 5.1 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

- 6. Sections of Bidding Document**
- 6.1 The Bidding Document consist of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.
- PART I Bidding Procedures**
- Section 1 - Instructions to Bidders (ITB)
 Section 2 - Bid Data Sheet (BDS)
 Section 3 - Evaluation and Qualification Criteria (EQC)
 Section 4 - Bidding Forms (BDF)
 Section 5 - Eligible Countries (ELC)
- PART II Requirements**
- Section 6 – Employer’s Requirements (ERQ)
- PART III Conditions of Contract and Contract Forms**
- Section 7 - General Conditions of Contract (GCC)
 Section 8 - Particular Conditions of Contract (PCC)
 Section 9 - Contract Forms (COF)
- 6.2 The IFB issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and their addenda, if they were not obtained directly from the source stated by the Employer in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Employer in writing at the Employer’s address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period given in the BDS. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder’s own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel

and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than 1 week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, 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 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Letter of Bid;
 - (b) completed Schedules, in accordance with ITB 12 and ITB 14, or as stipulated in the BDS;
 - (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19;
 - (d) alternative Bids, at Bidder's option and if permissible, in accordance with ITB 13;
 - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (f) documentary evidence in accordance with ITB 17, establishing the Bidder's qualifications to perform the contract;
 - (g) Technical Proposal in accordance with ITB 16;
 - (h) Any other document required in the BDS.
- 11.2 In addition to the requirements under ITB 11.1, Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.
- 12. Letter of Bid and Schedules**
- 12.1 The Letter of Bid, Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section 4 (Bidding Forms), if so provided. 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 and as required in the BDS.
- 13. Alternative Bids**
- 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.
- 13.3 When specified in the BDS pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section 6 (Employer's Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria).

- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Letter 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 price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Bid may result in the rejection of the Bid.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indexes and weightings for the price adjustment formulas in the Table(s) of Adjustment Data in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indexes and weightings.
- 14.6 If so indicated in ITB 1.1, bids are invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all contracts are submitted and opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.
- 15. Currencies of Bid and Payment**
- 15.1 The currency(ies) of the Bid and payment shall be as specified in the BDS.
- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section 4, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
- 16. Documents Comprising the Technical Proposal**
- 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

- 17. Documents Establishing the Qualifications of the Bidder**
- 17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).
- 17.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 33.
- 18. Period of Validity of Bids**
- 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended 28 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 19. Bid Security/Bid-Securing Declaration**
- 19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 19.2 If a Bid-Securing Declaration is required pursuant to ITB 19.1, it shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if the Bid-Securing Declaration is executed
- 19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee,
 - (b) an irrevocable letter of credit, or
 - (c) a cashier's or certified check,
- all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Employer. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
- 19.4 Unless otherwise specified in the BDS, any Bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 19.1, shall be rejected by the Employer as nonresponsive.
- 19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the

successful Bidder's furnishing of the performance security pursuant to ITB 41.

- 19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 19.7 The bid security may be forfeited or the Bid-Securing Declaration executed,
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, except as provided in ITB 18.2; or
 - (b) if the successful Bidder fails to
 - (i) sign the Contract in accordance with ITB 40;
 - (ii) furnish a performance security in accordance with ITB 41;
 - (iii) accept arithmetical corrections in accordance with ITB 31; or
 - (iv) furnish a domestic preference security, if applicable, in accordance with ITB 41.
- 19.8 The bid security or the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original set of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Bid in the number specified in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Employer shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.
- 20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

- 21. Sealing and Marking of Bids**
- 21.1 Bidders may always submit their Bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Procedures for submission, sealing, and marking are as follows:
- (a) Bidders submitting Bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL," "ALTERNATIVE," and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 21.2 and ITB 21.3.
 - (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 21.2 The inner and outer envelopes shall
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Employer as provided in BDS 22.1;
 - (c) bear the specific identification of this bidding process indicated in BDS 1.1; and
 - (d) bear a warning not to open before the time and date for bid opening.
- 21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- 22. Deadline for Submission of Bids**
- 22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require

copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
- (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

25.1 The Employer shall open the Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidders` designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

25.3 All other envelopes shall be opened one at a time, reading out the name of the Bidder; the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Bid and Schedules are to be initialed by at least three representatives of the Employer attending the bid opening. No Bid shall be rejected at bid opening except for late Bids, in accordance with ITB 23.1.

25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum, the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per contract if

applicable, including any discounts and alternative offers; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

- 26. Confidentiality**
- 26.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 29. Determination of Responsiveness**
- 29.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 29.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation, reservation, or omission.
- 29.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30. Nonmaterial Nonconformities**
- 30.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.
- 30.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section 3 (Evaluation and Qualification Criteria).
- 31. Correction of Arithmetical Errors**
- 31.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) Only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, 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.

- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - (c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Bid will be corrected.
 - (d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.
- 31.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited or its Bid-Securing Declaration executed.
- 32. Conversion to Single Currency**
- 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
- 33. Margin of Preference**
- 33.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.
- 34. Evaluation of Bids**
- 34.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 34.2 To evaluate a Bid, the Employer shall consider the following:
- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts, or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
 - (e) adjustment for nonconformities in accordance with ITB 30.3; and
 - (f) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 34.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section 3 (Evaluation and Qualification Criteria).

- 34.5 If the Bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 35. Comparison of Bids** of 35.1 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB 34.2.
- 36. Qualification of the Bidder** of 36.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 36.3 An affirmative determination 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 shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 37.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 38. Award Criteria** 38.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 39. Notification of Award** of 39.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 39.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding. The Employer will publish in an English language newspaper or well-known freely accessible website the results identifying the bid and lot numbers and the following information: (i)

name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

39.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

**40. Signing
Contract**

of 40.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.

40.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

**41. Performance
Security**

41.1 Within 28 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer.

41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

41.3 The above provision shall also apply to the furnishing of a domestic preference security, if so required.

Section 2 - Bid Data Sheet

A. General

ITB 1.1	The number of the Invitation for Bids (IFB) is: NCB/DoST/STTFLP/2024-2025/UC-028
ITB 1.1	The Employer is: Director General Department of Surface Transport Ministry of Infrastructure and Transport Royal Government of Bhutan
ITB 1.1	The name of the national competitive bidding process is: “Construction of Underpass RCC Culvert at Bhawanijhora” The identification number of the NCB bidding process is: NCB/DoST/STTFLP/2024-2025/UC-028
ITB 2.1	The Borrower is: Royal Government of Bhutan
ITB 2.1	The name of the Project is: SASEC Transport, Trade Facilitation and Logistics Project.

B. Contents of Bidding Documents

ITB 7.1	<p>For clarification purposes only, the Employer’s address is:</p> <p>Attention: Mr. Koncho Tempel, Project Manager, SASEC Project Implementation Unit (PIU), Department of Surface Transport, Phuentsholing.</p> <p>Street address: Pelkhil Lam, Phuentsholing Thromde. Phuentsholing.</p> <p>Floor/Room number: First floor, Phuentsholing Regional Office building, Department of Surface Transport.</p> <p>City: Phuentsholing</p> <p>Country: Bhutan</p> <p>Telephone: +975-05-251632 or mobile Number 77707777</p> <p>E-mail: ktempel@moit.gov.bt</p> <p>Requests for clarification should be received by the Employer no later than: 14 days prior to the deadline for submission of bids.</p>
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ITB 7.4	A Pre-Bid meeting shall not take place
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C. Preparation of Bids

ITB 10.1	The language of the Bid is: English
ITB 11.1 (b)	In accordance with ITB 12 and ITB 14, the following schedules shall be submitted with the bid, including the priced Bill of Quantities for admeasurement contracts: Schedule not required
ITB 11.1 (h)	<p>The Bidder shall submit with its Bid the following additional documents:</p> <ol style="list-style-type: none"> 1. Valid Trade/Business License 2. Valid Construction Development Board Certificate 3. Valid Tax Clearance Certificate 4. Joint Venture Agreement (if applicable) <ol style="list-style-type: none"> a. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. b. Authorization to represent the firm named above, in accordance with ITB 18.2. c. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5. 5. Power of Attorney (if the signatory is not the sole proprietor) (as specified in ITB 20.2 in Section 2 - Bid Data Sheet. 6. Financial Statements <ol style="list-style-type: none"> a. All such documents reflect the financial situation of the Applicant or partner to a JV, and not sister or parent companies. b. Historic financial statements must be certified by accountant. c. Historic financial statements must be complete, including all notes to the financial statements
ITB 12.1	The units and rates in figures entered into the Bill of Quantities and Daywork Schedule should be typewritten or if written by hand, must be in print form. Bill of Quantities and Daywork Schedule not presented accordingly may be considered nonresponsive.
ITB 13.1	Alternative bids: Not Applicable
ITB 13.2	Alternative times for completion shall not be permitted.
ITB 14.5	The prices quoted by the Bidder is fixed and not subjected to adjustment

ITB 15.1	The prices shall be quoted by the bidder and shall be paid in: Ngultrum (BTN)
ITB 18.1	The bid validity period shall be 120 days .
ITB 19.1	The Bidder shall furnish a bid security in the amount of Nu. 4.70 million (Four million Seven hundred Thousand Ngultrum) only .
ITB 19.4	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Employer as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Employer shall request the Bidder to submit a compliant bid security within 7 days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
ITB 20.1	In addition to the original Bid, the number of copies of the technical and Price Bids is: 1(one) identical copy
ITB 20.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>An organizational document, board resolution or its equivalent (certified by the Company Secretary), or power of attorney (either notarized or attested by an appropriate authority in the Bidder's home country) specifying the representative's authority to sign the Bid on behalf of, and to legally bind, the Bidder.</p> <p>If the Bidder is an intended or an existing joint venture, the power of attorney (either notarized or attested by an appropriate authority in the Bidder's home country) should be signed by all partners and specify the authority of the named representative of the Joint Venture to sign on behalf of, and legally bind, the intended or existing Joint Venture.</p> <p>If a bidder submits deficient authorization, the Employer shall request the bidder to submit an acceptable authorization within 14 days of receiving such a request. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the bid.</p>

D. Submission and Opening of Bids

ITB 21.1	Bidders shall not have the option of submitting their Bids electronically.
ITB 22.1	<p>For <u>bid submission purposes</u> only, the Employer's address is:</p> <p>Attention:</p> <p>The Director General</p> <p>Department of Surface Transport</p> <p>Ministry of Infrastructure and Transport</p> <p>Street address: Chang Lam</p> <p>Floor/Room number: 3rd Floor, Director General's Chamber, DoST</p> <p>City: Thimphu</p> <p>Country: Bhutan</p> <p>The deadline for bid submission is:</p> <p>Date: 19th July, 2024</p> <p>Time: On or before 11:00 AM (Bhutan Standard Time)</p>
ITB 25.1	<p>The bid opening shall take place at:</p> <p>Office of the Director General</p> <p>Department of Surface Transport</p> <p>Ministry of Infrastructure and Transport</p> <p>Street address: Chang Lam</p> <p>Floor/Room number: 3rd Floor, Director General's Chamber, DoST</p> <p>City: Thimphu</p> <p>Country: Bhutan</p> <p>Date: 19th July, 2024</p> <p>Time: 11:30 AM (Bhutan Standard Time)</p>
ITB 25.3	The Letter of Bid and Schedules shall be initialed by minimum 3 (Three) representatives of the Employer attending the Bid opening.

E. Evaluation and Comparison of Bids

ITB 33.1	A margin of preference : Not Applicable
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Section 3 - Evaluation and Qualification Criteria

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1. Evaluation

In addition to the criteria listed in ITB 34.2 (a)–(e), other relevant factors are as follows:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Employer's requirements).

Non-compliance with equipment and personnel requirements described in Section 6 (Employer's requirements) shall not normally be a ground for bid rejection, and such noncompliance will be subject to clarification during bid evaluation and rectification prior to contract award.

1.2 Completion Time

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows: **Not Applicable**

1.3 Technical Alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows: **Not Applicable**

1.5 Margin of Preference (Applicable for ICB only)

If a margin of preference shall apply under ITB 33.1, the procedure will be as follows as: **Not Applicable**

1.6 Multiple Contracts : Not Applicable

1.7 Other criteria

The Employer will take into account the quality of the Health and Safety Plan ('the Plan') attached to the Technical Proposal in its evaluation of the Adequacy of the Technical Proposal.

The bidder should demonstrate in the Plan the health and safety measures they will put in place on site in relation to prevention and controls, including but not limited to, PPE requirements, site set up, training, induction and mobilization of new personnel, equipment and plants cleaning and other hazard management measures while undertaking site work activities, site visitors' health and safety protocols, as well as the approach to the monitoring and reporting of the Plan.

2. Qualification

It is the legal entity or entities comprising the Bidder, and not the Bidder’s parent companies, subsidiaries, or affiliates, that must satisfy the qualification criteria described below.

2.1 Eligibility

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.1.1 Nationality

Nationality in accordance with ITB Subclause 4.2.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI – 1; ELI – 2 with attachments
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2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB Subclause 4.3.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Bid
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2.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB Subclause 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Bid
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2.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB Subclause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI - 1, ELI - 2 with attachments
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2.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB Subclause 4.7.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Bid
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2.2 Pending Litigation and Arbitration

Pending litigation and arbitration criterion shall apply.

2.2.1 Pending Litigation and Arbitration

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 75% of the Bidder's net worth calculated as the difference between total assets and total liabilities.	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	Form LIT - 1

2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last THREE years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year, calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments

2.3.2 Average Annual Construction Turnover

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual construction turnover of Nu. 359 million calculated as total certified payments received for contracts in progress or completed, within the last Five years.	must meet requirement	must meet requirement	must meet Minimum 25% of the requirement	must meet Minimum 40% of the requirement	Form FIN - 2

2.3.3 Financial Resources

Criteria	Compliance Requirements				Documents	
	Single Entity	Joint Venture				Submission Requirements
		All Partners Combined	Each Partner	One Partner		
<p>For Single Entities:</p> <p>The Bidder must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of Nu. 58 million</p>	must meet requirement	not applicable	not applicable	not applicable	Form FIN – 3 and Form FIN – 4	
<p>For Joint Ventures:</p> <p>(1) One partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of 40% from the total requirement for the Subject Contract.</p> <p>AND</p>	not applicable	not applicable	not applicable	must meet requirement	Form FIN – 3 and Form FIN – 4	
<p>(2) Each partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of 25% from the total requirement for the Subject Contract.</p> <p>AND</p>	not applicable	not applicable	must meet requirement	not applicable	Form FIN – 3 and Form FIN – 4	
<p>(3) The joint venture must demonstrate that the combined financial resources of all partners defined in FIN - 3, less all the partners' total financial obligations for the current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of Nu. 58 million.</p>	not applicable	must meet requirement	not applicable	not applicable	Form FIN – 3 and Form FIN – 4	

2.4 Construction Experience

2.4.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Participation in at least one contract that has been successfully or substantially completed within the last Five years and that is similar to the proposed works, where the value of the Bidder's participation exceeds Nu. 186 million . The similarity of the Bidder's participation shall be based on the physical size, nature of works, complexity, methods & technology .	must meet requirement	not applicable	not applicable	must meet requirement	Form EXP - 1

Note: In addition to the submission requirement Form EXP– 1, the bidder shall provide the following supporting documents: If the Employer will consider a “substantially completed contract” as one in which the works have been completed, insert the following text:

1. Signed Contract Agreement
2. Taking-Over Certificate, Certificate of Completion of the Works (or equivalent) or Performance Certificate, in sufficient detail to verify the contract name, value and completion time (or substantial completion)
3. All key activities covered in contract package similar to the proposed value of works.

If the documents are other than in English, an accurate certified translation of these documents in English shall be provided.

2.4.2 Construction Experience in Key Activities

(May be complied with by specialist subcontractors. The employer shall require evidence of the subcontracting agreement from the bidder. A specialist subcontractor is a specialist enterprise engaged for highly specialized processes, which the main contractor cannot provide.)

Criteria	Compliance Requirements				Documents
	Requirement	Single Entity	Joint Venture		
All Combined			Partners	Each Partner	One Partner
For the above or other contracts executed during the period stipulated in 2.4.1 above, a minimum construction experience in the following key activities:	must meet requirements	must meet requirements ^a	not applicable	not applicable	Form EXP - 2
a) Completed construction of the underground concrete structure that involved deep excavations (7m deep from ground level and 10m wide) OR bridges spanning no less than 30 meters, has been completed and has been in operation for two years					
b) Completed construction of Retaining structures and Gabion wall (6m tall x 100m length)					
c) Completed pavement works for national highway.					

Note: In the case of a joint venture bidder, at least one of the partners must have the experience in the key activity if the bidder itself (not its subcontractor) will carry out the relevant activity.

Submission requirements: Form EXP – 2 shall be supported by documents such as Signed Contract Agreement or Certificate of Completion of the Works indicating the contract name, value, completion date (or percentage of substantial completion), activities performed by Joint Venture partners, and other relevant details sufficient to demonstrate compliance with the requirement.

Section 4 - Bidding Forms

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Letter of Bid

-Note-

The bidder must accomplish the Letter of Bid on its letterhead clearly showing the bidder's complete name and address.

Date:

ICB/NCB No.:

Invitation for Bid No.:

To: [. . . insert complete name of the employer . . .]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8.
- (b) We offer to execute in conformity with the Bidding Documents the following Works: [. . . insert narrative . . .]
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:

[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]

The total bid price from the Summary of Bill of Quantities for admeasurement contracts or Activity Schedule for lump sum contracts should be entered by the bidder inside this box. Absence of the total bid price in the Letter of Bid may result in the rejection of the bid.

- (d) The discounts offered and the methodology for their application are as follows: [. . . insert discounts and methodology for their application if any . . .]
- (e) Our bid shall be valid for a period of [. . . insert bid validity period as specified in ITB 18.1 of the BDS . . .] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document.

- (g) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:²

Name of Recipient	Address	Reason	Amount
.....
.....

- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.
- (j) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.
- (k) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer’s Requirements) and our technical proposal, or as otherwise agreed with the Employer.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

² If none has been paid or is to be paid, indicate “None”.

Schedules

Schedule of Payment Currencies : NOT APPLICABLE

Forinsert name of Section of the Works

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. In such a case, the Employer should prepare separate tables for each Section of the Works.

	A	B	C	D
Name of Payment Currency	Amount Currency	Rate of Exchange to Local Currency	Local Currency Equivalent C = A x B	Percentage Net Bid Price (NBP) <u>100xC</u> NBP
Local Currency _____		1.00		
Foreign Currency #1 _____				
Foreign Currency #2 _____				
Foreign Currency #3 _____				
Net Bid Price				100.00
Provisional Expressed in Sums Local Currency		1.00		
BID PRICE				

-- Note --

The rates of exchange shall be the selling rates 28 days prior to the deadline for submission of bids published by the source specified in BDS 15.

Bill of Quantities

[Admeasurement Contract]

SASEC Transport, Trade Facilitation and Logistics Project ADB 47284-002:BHU-3421 Construction of Underpass RCC Culvert at Bhawanijhora

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except as otherwise provided under the Contract, include all construction equipment, labor, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed covered by other rates and prices entered in the Bill of Quantities. The units and rates in figures entered into the Bill of Quantities should be typewritten or if written by hand, must be in print form. Bill of Quantities not presented accordingly may be considered nonresponsive.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with the Conditions of Contract.
8. The method of measurement of completed work for payment shall be in accordance with the provisions in Specifications for Building and Road Works 2022 of Standards and Quality Control Authority shall apply.
 - All items of work specified and/or shown on the drawings shall be valued by the measurement of such items as included in the Bills of Quantities, which items shall cover all costs incurred by the Contractor in fulfillment of his obligations under the Contract.
 - The net measurement or weight of the finished work in place will always be taken, and, except where otherwise stated, or where separate items are provided, no allowance will be made for cutting, wastage, working space, overlaps, circular work etc., and no deductions will be made for grout nicks, rounded arises, bulking or shrinkage and the like.
 - Payment will be made for only those materials, which are installed in the permanent works to the approval of the Engineer. Construction materials supplied and delivered to the site

by the Contractor which become surplus to the above requirements shall become the property of the Contractor who shall reimburse the Employer any advance money that was paid to the Contractor for the supply and delivery to the site of the surplus materials.

9. The bidder is deemed to have visited the site and fully acquainted himself as to the location of each work to be carried out and to all conditions which may affect the performance of the works, including but not limited to:
 - Access to site.
 - Access for the plant, equipment and materials.
 - Availability of associated services including water supply, electricity supply etc.
 - Restrictions applicable to working in Road interface with other activities in the area.
 - All safety regulations and employer's site safety procedures.
 - Reinstatement of areas that would be used/disturbed during construction
 - Type of material to be excavated.
 - The founding conditions etc.
10. All costs of labor, works, provisions, materials and equipment for Site Installations required by the Contractor and stipulated in the Tender Documents shall be included in the various unit prices of the Bill of Quantities. No extra payment will be allowed by the Employer for any of these activities.
11. The contractor will also be responsible for any defect that may result from his work and shall be corrected on his own cost.
12. The rates and prices entered in the Bill of Quantities shall be full compensation for completed work and shall have taken full account of all requirements and obligations, covered by all parts of the contract, including but not limited to, the following, unless expressly stated otherwise:
 - All setting out and survey works including Pre and Post Construction Surveys.
 - All additional site surveys and investigations, preparation of field amendment drawings and shop drawings.
 - Mobilization and Demobilization of labor, all construction plant and equipment including camps and any other temporary structures constructed by the contractor.
 - Establishment, Maintenance and Removal of all temporary facilities (Contractors and/or Engineers) including offices, workshops, houses, labor camps construction and storage yards, Laboratory facilities & Equipment, Transport for staff & labor etc.
 - Labor and all costs in connection therewith, including but not limited to social charges.
 - The supply of material and goods, storage and costs in connection therewith including

delivery to site and handling material within the site.

- Construction Plant & Equipment and all costs in connection therewith.
 - Fixing, erecting and installing or placing of materials and goods in position, including usual auxiliary material etc.
 - Temporary Works.
 - Complying with any limitations and constraints on the use of the site including maintenance of access to households and other users, maintenance of existing roads, waterways etc.
 - Dealing with the existing flow of water from any source including river action, groundwater, surface flow and dealing with sediment flow, debris and superficial landslides.
 - General obligations, liabilities and risks involved in the execution of the Works set forth or reasonably implied in the documents on which the tender is based.
 - Overheads and profit.
 - Waste of materials.
 - Performing all sampling and testing which are required to be carried out by the Contractor and supplying results of such tests.
 - Coordination with Regulatory Institutes & all stake holders.
 - Disposal of all waste materials.
 - Assessment of the availability of construction materials in required quantity and quality.
 - Complying with all requirements in Specifications and Conditions of Contract where separate items have not been provided.
13. Rock is defined as all materials that, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledge hammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake horsepower with a single, rear-mounted, heavy duty ripper.
 14. Cost of temporary power meters, telephones, construction water shall also be taken into Contractor's quoted rates. Alternative power arrangement will be made by contractor without any extra payment.
 15. The alignment of existing service utilities such a road, power transmission lines, water supplyline, sewer line, drainage system, etc. if any, may require change in alignment. Such change in alignment or route will have to be done by Contractor as per direction of the Engineer, without any extra payment.
 16. During progress of work, convenient access to adjacent premises shall be made by Contractor.
 17. Contractor will be required to fix his own bench marks by connecting them with the benchmarks given in the drawings. No extra payment will be made for this.
 18. The bid price is inclusive of all Environmental, Health and Safety management and compliance cost.

B. Abbreviations**Abbreviation For**

Nu:	Bhutanese Ngultrum
BTN :	Bhutanese Ngultrum
USD :	United States Dollar
L/S :	Lump Sum
Nr. or No. :	Number
Lm or m :	Linear metre
KM or km :	Kilometer
ha :	Hectare
m2 or Sq.M :	Square meter
m3 or Cu.M :	Cubic meter
M or m	Metre
cm3 or cu.cm :	Cubic centimeter
l or L :	Litre
KG or kg :	Kilogram
T or MT :	Tonne or Metric Tonne
Hrs :	Hours
% :	Percentage
HP :	Horse Power
PS :	Provisional Sum
IRC :	Indian Roads Congress
MORT&H :	Ministry of Road Transport & Highways
BIS :	Bureau of Indian Standards.
Prov. :	Provisional
P.O.L. :	Petrol, Oil and Lubricants

C. Day Work Schedule**C1 General**

Work shall not be executed on a daywork basis except by written order of the Engineer. Bidders shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of Daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Summary Total Bid Amount. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

C2 Daywork Labour

In calculating payments due to the Contractor for the execution of Daywork, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of Daywork to the time of departure from the job site but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.

The Contractor shall be entitled to payment in respect of the total time that labour is employed on Daywork, calculated at the basis rates entered by him in the “SCHEDULE OF DAYWORKS: 1. LABOUR”. The rates for labour shall be deemed to cover all costs to the Contractor including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits in accordance with Bhutan law, as well as Contractor’s profit, overheads, superintendence, liabilities and insurance and allowance to labour, timekeeping and clerical and office work, the use of consumable stores, water, lighting and power; the use and repair of staging, scaffolding, workshops and stores, portable power tools, manual plant and tools; supervision by the Contractor’s staff, foremen, and other supervisory personnel; and charges incidental to the foregoing.

C3 Day-work Materials

The Contractor shall be entitled to payment in respect of materials used for Daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the rates entered by him in the “SCHEDULE OF DAYWORKS: 2 MATERIALS” and shall be deemed to include overhead charges and profit as follows;

- (a) the rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site.
- (b) the cost of hauling materials for use on work ordered to be carried out as Daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Construction Plant in this Schedule.

C4 Day work Construction Plant/equipment

The Contractor shall be entitled to payments in respect of Contractor’s Equipment already on Site and employed on day work at the basic rental rates entered by him in the “SCHEDULE OF DAYWORKS: 3. EQUIPMENT”. The said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead profit and administrative costs related to the use of such equipment. The rate should be inclusive of HSD, Oil, Operators/drivers, etc complete. In calculating the payment due to the Contractor for Contractor’s Equipment employed on Daywork, only the actual number of working hours will be eligible for payment.

D. BOQ

The nature of this contract is measured unit price contract and the Bill of Quantities (BOQ) shall reflect this fact.

ABSTRACT - BILL OF QUANTITIES			
Sl. No.	Item	Amount (Nu.)	Remarks
1	General Establishment		
2	Dismantling / Demolishing		
3	Earth Work		
4	Concrete Works		
5	Formworks		
6	Reinforcement		
7	Road Works		
8	Stone Works		
9	Temporary Works for Traffic Diversion		
10	Electrical Works		
11	Dayworks		
12	Provisional Works	1,952,986.75	
	Total without Provisional Sum (in Nu.)		
	Total with Provisional Sum (in Nu.)		
In Words			

Note: The cost of Provisional Works shall not be considered when comparing bids competitively

BILL OF QUNATITIES (BoQ)					
Name of Work: Construction of Underpass RCC Culvert at Bhawanijhora					
Location: Bhawanijhora, Pasakha					
Sl.No.	Item Description	Unit	Qty	Rate (Nu.)	Amount (Nu.)
1.00	General Establishment				
1.10	Provide insurance cover from the start date to the end of the Defects Liability Period as per the Technical Specification Clause No.1.19				
a)	Works, Plants and Materials	L/S	1.00		
b)	Loss or damage to Equipment	L/S	1.00		
c)	Loss or damage to property (except the Works, Plants, Materials and Equipment) in connection with contract.	L/S	1.00		
d)	Personal injury or death	L/S	1.00		
1.11	Erect and maintain notice boards at each end of the site as per the Technical Specification Clause No.1.20	Nos	2.00		
1.12	Provide water proof digital camera to maintain photographic records of the existing condition and work progress as per the Technical Specification Clause No.1.18.1	Nos	3.00		
1.13	Provide, operate and maintain the Site Office for the client including furnishing with equipment, furniture etc. for the client as per Technical Specification clause No. 1.23	L/S	1.00		
1.14	Provide and maintain Laboratory Office including lab equipment, furniture, equipment etc. as per Technical Specification clause No.1.17	L/S	1.00		
1.15	Installation of labour camps, contractor's site office, stores, including water, electric supply, pit latrines, solid waste disposal etc. according to Environment Code of Practice (ECoP) as per Technical Specification clause No. 1.22	L/S	1.00		

1.16	Incorporation of Occupational Health and Safety measures at construction sites as per the attached requirements list. The standards and specifications for the Insurance, OHS materials and (or) equipment shall be in compliance with the Labour and Employment Act - 2007, Regulation on Occupational Health, Safety and Welfare -2012, and other relevant national documents. All OHS items will remain as the property of the bidder upon completion of the project.	L/S	1.00		
1.17	Implementation of Environmental Monitoring Plan, testing and monitoring of air ambient quality, surface water quality, ambient noise level, meteorology for the project area in line with Technical Specification clause No. 1.8	L/S	1.00		
1.18	Provide, operate, and maintain a pool vehicle equivalent to the Toyota Hilux with 4WD (model year 2016 or newer), including a driver for the day-to-day transportation needs of the supervision team as outlined in the Technical Specification clause No. 1.26	L/S	1.00		
	Total for Establishment				
2.00	Dismantling / Demolishing				
2.10	Dismantling the structures including stockpiling of the reusable materials and disposal of unusable materials/ debris to a safe distance, all complete.				
a)	Gabion Masonry	Cu.M	2,295.10		
	Total for Dismantling / Demolishing				
3.00	Earth Work				
3.10	Earth work in excavation in all type of soil including hard rock in foundation of structures, including shoring and bracing, removal of stumps and other deleterious matter and backfilling with approved Material as per Drawing and Technical Specifications.				
	All kinds of Soil -for Gabion Guide wall	Cu.M	11,376.56		
3.11	Transportation of soil in designated locations including loading/unloading, dressing of dump sites after completion of dumping.				
a)	All kinds of Soil upto 250m lead	Cu.M	4,551.97		

b)	All kinds of Soil beyond 250m to 1000m lead	Cu.M	4,551.97		
3.12	<p>Excavation of soil and storing the useful materials close to the foundation trenches of the tunnel and the approach roads on either end. This materials will be used as backfilling on the sides and top of the tunnel structure. The top layer of the soil containing decomposable materials have to be disposed off to necessary leads. The excavation may be below or above water level, which the contractor has to ascertain after studying the site condition and understanding the design drawings. The rate shall be inclusive of all required works to stabilize the sides of the trenches while the tunnel structure is being laid. This includes construction of anchors, sheet piles, earth fall support structures including strutting/ lagging of trenches etc. and dewatering using water pumps (no additional cost shall be paid). The excavation shall be measured and paid for as as per the excavation line shown in the relevant drawings. All the activities related to the protection of the existing road, multi-cell box culvert and construction & maintenance of the bypass road (if required) shall be deemed to be incidental to the work and shall not be a payable item. In other words, the contractor has to include the cost required for these activities under other payable items in the contract.</p>				
a)	All kinds of Soil	Cu.M	33,673.86		
b)	Ordinary Rock with or without blasting	Cu.M	3,728.53		
3.13	Filling of trenches, sides of foundations etc. in layers for main structure	Cu.M	7,829.68		
3.14	Banking excavated earth for road, flood banks, guide banks & depressions, in layers -All Kinds of Soil (Tunnel top cushion)	Cu.M	31,845.32		
3.15	Earth work in rough excavation & banking of excavated earth in layers < 200 mm in depth for road, flood/guide banks & depressions, including watering, power rolling, dressing, lead upto 50m & 1.5m lift - All Kinds of Soil (for roads along gabion wall).	Cu.M	7,782.66		

3.16	Turfing of embankment with 30 x 30 cm, natural grass turfs and fixed to the ground with wooden pegs, if slope is greater than 25° as per drawing complete.	Sq.M	497.00		
3.17	Collection and preparation of materials (woody cuttings 2-4 cm diameter and 60 cm length) and staking them $\frac{3}{4}$ of the cuttings in the soil as per drawing complete.	M	570.00		
	Total for Earth Work				
4.00	Concrete Works				
4.10	Providing and laying in position plain cement concrete excluding the cost of centering and shuttering - All work upto plinth level.				
	1:3:6 (1 cement : 3 sand : 6 graded crushed rock 40 mm nominal size)	Cu.M	680.04		
4.12	Providing & laying in position machine batched, machine mixed and machine vibrated M30 design mix cement concrete for reinforced cement concrete structural elements, excluding the cost of centering, shuttering and reinforcement, Including admixtures in recommended proportions (as per IS 9103) to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per the direction of the engineer. Mix design should be done by a qualified engineer - For underpass				
a)	All work upto plinth level	Cu.M	1,628.55		
b)	Walls, Columns, Pillars, posts and struts	Cu.M	1,716.22		
c)	For Beams, cantilevers, suspended floors, roofs	Cu.M	1,131.90		
4.13	Providing & laying in position reinforced cement concrete excluding the cost of centering, shuttering and reinforcement - all work upto plinth level.				
	1:1.5:3 (1 cement : 1.5 sand : 3 graded crushed rock 20 mm nominal size) - for footpath inside tunnel	Cu.M	124.20		
4.14	Providing & laying in position reinforced cement concrete work in plinth and skirting courses, fillets, columns , pillars, posts and struts upto floor five level excluding the cost of centering, shuttering and reinforcement.				

	1:1.5:3 (1 cement : 1.5 sand : 3 graded crushed rock 20 mm nominal size) for breast wall columns	Cu.M	175.35		
4.15	Providing & laying in position reinforced cement concrete work in beams, lintels, bands, plain window sills, staircases, spiral staircases upto floor five level excluding the cost of centering, shuttering and reinforcement.				
	1:1.5:3 (1 cement : 1.5 sand : 3 graded crushed rock 20 mm nominal size) for breast wall beams.	Cu.M	600.70		
4.16	Providing & laying in position reinforced cement concrete work in walls (any thickness) including attached pilasters buttresses, piers, abutments etc. upto floor five level excluding the cost of centering, shuttering and reinforcement - For Gabion Wall Skin Concrete.				
a)	1:1.5:3 (1 cement : 1.5 sand : 3 graded crushed rock 20 mm nominal size)	Cu.M	1,403.54		
b)	1:2:4 (1 cement : 2 sand : 4 graded crushed rock 20 mm nominal size)	Cu.M	178.74		
4.17	Providing & placing / fixing in position PVC WaterStop 230 mm wide x 10 mm thick for construction joints and fixed to the reinforcement before pouring concrete etc. complete as per the manufacturer specification. (The construction joints shall be rendered water proof by using suitable water stoppers such as Sika Swell or Sika Water Bar or other equivalents acceptable to the Engineer). The quantity of water stops is based on the assumption that contractor can go for max of 100 Cu.m per day. So location of construction shall be decided based on the concrete production capacity & site condition.	M	1,002.00		
4.18	Providing & laying 6mm cement plaster - Culvert Railing	Sq.M	87.72		
4.19	Finishing wall with Water-Proof Cement Paint -Culvert Rail	Sq.M	87.72		
4.20	Providing and laying in position plain cement concrete excluding the cost of centering and shuttering - All work upto plinth level.				
	1:2:4 (1 cement : 2 sand : 4 graded crushed rock 20 mm nominal size)	Cu.M	88.52		

4.21	Drilling holes for cement grouting in vertical curtain grouting, location & depth as per the design drawing & technical specification- holes at 0.25m measured as length of borehole of length 10m each for the line shown in the drawings, about 432 holes of 10m length are estimated	M	4,320.00		
4.22	Cement grout through the drilled holes measured as weight of cement in kilograms actually used in grouting in all holes to rejection level complete as per the technical specification.	MT	138.86		
	Total for Concrete Works				
5.00	Formworks				
4.10	Providing & fixing centering and shuttering (formwork), including strutting, propping etc. and removal of formwork				
a)	Foundation and plinth etc.	Sq.M	499.97		
b)	Walls, pilasters, buttresses, string course etc.	Sq.M	8,481.54		
c)	Lintels, beams, girders, bresummers, cantilevers etc.	Sq.M	689.57		
d)	Columns, pillars, post, struts etc.	Sq.M	1,522.99		
e)	Suspended floor, roof, landing, shelves and their supports, balconies, chajjas, etc.	Sq.M	174.58		
	Total for Formworks				
6.00	Reinforcement				
6.10	Providing and laying Thermo Mechanically Treated (TMT) bars of Grade Fe 500 . The rate quoted shall include providing, cutting, bending, hooking by machine/manual, tying in position including GI binding wire, spacers, laps, chairs, cover blocks, placing into formwok and fixation, all complete as per drawings and specification.	KG	553,131.75		
6.11	Providing and laying Thermo Mechanically Treated (TMT) bars of Grade Fe 500 . The rate quoted shall include providing, cutting, bending, hooking by machine/manual, tying in position including GI binding wire, spacers, laps, chairs, cover blocks, placing into formwok and fixation, all complete as per drawings and specification -for Road pavement.	KG	11,606.14		

6.12	Providing & fixing M.S. square bars for culvert outlet channel grating works complete as per drawing.	KG	6,532.50		
	Total for Reinforcement				
7.00	Road Works				
7.10	Preparation of sub-grade with proper camber by excavating earth to depth equal to pavement thickness, and disposal of surplus earth upto 50m				
a)	All kinds of soil	Cu.M	1,441.13		
b)	Consolidation of sub-grade with roller layers of 200mm and making good the undulation with earth and re-rolling the sub grade with camber	Sq.M	3,294.00		
7.11	Providing and laying Granular sub-base course (GSB) to required degree of compaction with proper formation of cross fall using motor grader for laying and compacted to required density as per material gradation and aggregate quality specified - 175mm	Cu.M	480.38		
7.12	Providing and laying in position plain cement concrete excluding the cost of centering and shuttering - For Approach Roads Pavement.				
	1:3:6 (1 cement : 3 sand : 6 graded crushed rock 40 mm nominal size).	Cu.M	274.50		
7.13	Providing & laying in position machine batched, machine mixed and machine vibrated M35 design mix cement concrete for Road Pavement, excluding the cost of centering, shuttering and reinforcement, including admixtures in recommended proportions (as per IS 9103) to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per the direction of the engineer. Mix design should be done by a qualified engineer -				
	Approach Road Pavement	Cu.M	789.188		
7.14	Providing & fixing centering and shuttering (formwork), including strutting, propping etc. and removal of formwork				
	For Approach Road Pavement	Sq.M	501.45		
7.15	Engraving letters on existng concrete surface.....per letter per centimetre height - for 7.5 cm height letters	Each	80.00		

7.16	Providing & fixing precast kilometre stone of RC 1:2:4 (20mm aggregate) including finishing with mortar 1:3 complete as per standard design including cost of excavation, concreting, painting etc. complete - 50cm x 152.5cm x 25cm	Each	2.00		
7.17	Supplying and installation of Roadway Indicators, Hazard marker above ground level Triangular or Circular or any shape reflectorised panels at the top, confirming to I.R.C. 79 and the drawings complete	Each	10.00		
7.18	Lettering with paint of approved brand (synthetic enamel paint approved) & colour and manufactureper letter per centimetre ht - for 20 cm height letters	Each	87.00		
7.19	Providing and apply Road marking with hot applied thermoplastic compound with reflectorising glass beads on Bituminuous surface as per IRC:35 and technical specifications. The finished surface to be level and free from streaks and holes	Sq.M	256.20		
7.20	Providing and fixing of road stud 100x 100 mm, die-cast in aluminium, resistant to corrosive effect of salt and grit, fitted with lense reflectors, installed in concrete or asphaltic surface by drilling hole 30 mm upto a depth of 60 mm and bedded in a suitable bituminous grout or epoxy mortar, all as per BS 873 part 4:1973	Each	283.00		
7.21	Providing and erecting a "W" metal beam crash barrier comprising of 3 mm thick corrugated sheet metal beam rail, 70 cm above road/ground level, fixed on ISMC series channel vertical post, 150 x 75 x 5 mm spaced 2 m centre to centre, 1.0 m high, 300 mm embedded into the concrete from footpath level, all steel parts and fitments to be galvanized by hot dip process, all fittings to conform to IS:1367 and IS:1364, metal beam rail to be fixed on the vertical post with a spacer of channel section 150 x 75 x 5 mm, 330 mm long complete as per drawing.	M	220.00		
7.22	Providing & laying H.D.P.E Casing/ Service Pipes including H.D.P.E fittings (excluding trenching, refilling & thrust block)				
	250mm dia, pressure class 6 kg/sq.cm	M	720.00		

7.23	Providing and laying Non Pressure NP-3 class (Medium duty) R.C.C. PIPES, spigot & socket type with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including preparation of bedding, testing of joints etc. complete.				
	1200 mm dia NP-3 spigot & socket	M	20.00		
7.24	Surface preparation removing by scraping, sand papering, including scratch repairs -Dry oil bound distemper	Sq.M	1,100.00		
7.25	Providing & applying one coat of primers - Cement primer	Sq.M	1,100.00		
7.26	Providing & applying Epoxy Based Resin paint, two coats on new work - Interior of the Tunnel as per technical specification complete.	Sq.M	1,100.00		
7.27	Steel work in single section including cutting, hoisting, fixing and applying priming coat of red lead paint	KG	182.00		
	Total for Road Works				
8.00	Stone Works				
8.10	Supply and assembly of machine made mechanically selvedged gabion and mattresses produced from double twisted heavy coated GI wire, of hexagonal mesh size 100 mm x 120 mm, with mesh wire 3 mm, selvedge wire 3.9 mm, lacing wire 2.4 mm and stone filling in gabion including transport and fixing of gabion in position, all complete. Hexagonal mesh Type 100 mm X 120 mm.	Cu.M	10,153.00		
8.11	Providing and laying dry hand packed rubble masonry hammer dressed (facing), with stone-boulder	Cu.M	357.85		
8.12	Providing & laying Random Rubble Masonry with hard stone in walls				
	In cement mortar 1:4	Cu.M	190.89		
8.13	Providing and laying Hammer dressed dry stone soling	Cu.M	201.15		
8.14	Providing and laying hammer dressed 150mm thick flat stone pavement with hammer dressed stone edging 150mm wide & 250mm deep on both sides, including grouting joints - With cement concrete mortar 1:3:6, 12mm aggregate	Sq.M	31.20		

8.15	Supplying and laying of mechanically bonded polypropylene non woven geotextile on one side of gabion wall as per Type-I geotextile including all leads and lifts, labour, materials and machinery etc. complete and as directed by Engineer-in-charge of the works, complete as per specifications.	Sq.M	8,235.00		
8.16	Drainage layer underneath tunnel structure: Filter material 110X16x0.5	Cu.M	880.00		
8.17	Providing & laying of geo-membrane on top of the filter material underneath of the tunnel foundation.	Sq.M	1,760.00		
	Total for Stone Works				
9.00	Temporary Works for Traffic Diversion				
9.10	Providing and laying Non Pressure NP-3 class (Medium duty) R.C.C. PIPES, spigot & socket type with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete				
	1200 mm dia NP-3 spigot & socket	M	15.00		
9.11	Earth work in rough excavation & banking of excavated earth in layers < 200 mm in depth for road, flood/guide banks & depressions, including watering, power rolling, dressing, lead upto 50m & 1.5m lift - All Kinds of Soil	Cu.M	1,560.47		
9.12	Consolidation of sub-grade with roller layers of 200mm and making good the undulation with earth and re-rolling the sub grade with camber.	Sq.M	3,165.00		
9.13	Extra for compaction of earth in embankments under suitable moisture conditions to give at least 95% of the proctor density	Cu.M	750.00		
9.14	Providing and laying Hammer dressed dry stone soling	Cu.M	474.75		
	Total of Temporary Works for Traffic Diversion				

10.00	Lighting (Electricals)				
10.10	Erection of all indoor/outdoor surface type wall bracket (single or double)/ surface ceiling fittings GLS lamps/ bulk head GLS lamp / all types call bell / all type picture or mirror lighting luminaries fittings with all accessories, fixing of lamp, testing etc. as required including connection with PVC insulated copper conductor.				
10.11	1.5 sq.mm single core cable 1.1 KV grade	Nos	66.00		
10.12	Supply of: Vera ISI LED Tunnel Light Vera ISI LED Tunnel Light, Mounting Type: Wall Mounting, 230 V, VI-AFL 84, 84W, 7560lm.	Nos	66.00		
10.13	Supplying of 4- Core 1.1KV grade PVC insulated and sheathed Aluminium conductor armoured power cables				
	6 sq.mm	M	197.00		
10.14	Laying of one number PVC insulated and sheathed power cable copper/aluminium, armoured/un-armoured 1.1KV single core to four core direct in the ground including excavation, sand cushioning, protective covering and refilling the trenches etc. as required.				
	Upto 6sq.mm	M	197.00		
10.15	Provide & Draw Single Core 1.1KV grade PVC insulated copper conductor cable in existing concealed conduit.				
	2x2.5 sq.mm	M	1,016.00		
10.16	Supply & Installation, testing & commissioning of Digital electronic timer switch double pole, 50Hz, sensitivity 30mA, 230 volt A.C complete with all accessories suitable to fix on a din-bar etc. as required.				
	7days/24hrs	Nos	1.00		
10.17	Supply & installation of miniature circuit breaker (MCB) triple pole , 415 volt A.C complete with all accessories suitable to fix on a din-bar etc. as required.				
	16A MCB	Nos	2.00		

10.18	Supply & installation of miniature circuit breaker (MCB) single pole, 230 volt A.C complete with all accessories suitable to fix on a din-bar etc. as required.				
	10A	Nos	6.00		
10.19	Supply and fixing of 16A, 415V, TPN contactor, Din Rail mounting, shrouded terminal to prevent accidental contact, complete with all the accessories as required.				
	16A, 415V, TPN contactor	Nos	1.00		
10.20	Supplying of Aluminium alloy/wrought aluminium busbar complete with all accessories etc. to accommodate in prefabricated MS cubical panel board as required				
	4 strips, 300/450mm length, 100A	Nos	2.00		
10.21	Providing & fixing of prefabricated panel board with minimum 50x50x6mm angle iron frame work with horizontal and vertical intermediate members of flat iron 40x6mm and 24 SWG sheet cover for mounting of switch gears incoming/outgoing bus bars including drilling holes, insulator, painting, denting, grouting etc. inclusive of angle frame structure for mounting the box. as required.				
	Floor mounted cubical control panel board,(1000x500x300)	Cu.M	0.15		
10.22	Providing and installation of pole earthing (With G.I earth spike 1.8m) including connections, testing etc. complete as required including excavation and refilling.	Nos	1.00		
10.23	Supplying and fixing (laying) of HDPE pipe on recessed (paved surface or earth) including all accessories such as screws, bends, elbows, Tees, corners, etc. complete as required.				
a)	20mm	M	981.00		
b)	40mm	M	197.00		
	Total for Electricals				
11.00	DAYWORKS				
11.10	LABOURERS				
a)	Unskilled - Labourer	Day	50.00		
b)	Skilled Workers Gr.1	Day	25.00		
c)	Work Supervisor	Day	25.00		

11.11	MATERIALS				
a)	Cement	MT	5.00		
b)	Reinforcement steel bar (all diameters)	MT	5.00		
c)	Stone Boulders	Cu.M	10.00		
d)	Sand	Cu.M	10.00		
e)	Aggregates – 20mm & below	Cu.M	10.00		
f)	Aggregates – 20mm -40mm	Cu.M	10.00		
11.12	PLANT / EQUIPMENT				
a)	Excavator (CAT 320 or equivalent)	Hour	10.00		
b)	Payloader (Equivalent to CAT 916)	Hour	10.00		
c)	Tipper Dumper truck (above 10 cu.m.)	Hour	10.00		
d)	Water Tanker (1000 Litres)	Hour	10.00		
	Total for Dayworks				
12.00	PROVISIONAL WORK				
12.10	Bitumen Works				
a)	Providing and laying 75mm thick DBM (Dense Bituminous Macadam) to required degree of compaction based on mixture design (job mix formula) approved by the supervising engineer including preparation of surface with road broom, application of prime coat @0.75kg/sq.m by mechanised method using asphalt plant, paver, steel roller, tyre roller etc. complete.	Sq.M	1,000.00	872.42	872,420.00
b)	Providing and applying tack coat with bitumen emulsion using emulsion pressure distributor at the rate of 0.3kg per sqm on the prepared Dense Bituminous Macadam (DBM) surface cleaned with mechanical broom all complete.	Sq.M	1,000.00	24.84	24,840.00
c)	Providing and laying 50mm thick Asphalt/Bituminous concrete to required degree of compaction based on the job mixture design approved by the supervising engineer using asphalt plant, paver, steel roller, tyre roller etc.	Sq.M	1,000.00	649.46	649,460.00
12.20	Earthwork				
	Earth work in rough excavation & banking of excavated earth in layers < 200mm in depth for road, flood/guide banks & depressions, including watering, power rolling, dressing, lead up to 50m & 1.5m lift.	Cu.M	1,000.00	251.01	251,010.00
12.30	Road Marking				
	Road making of centerline, edge and zebra crossing according to drawing with hot applied thermoplastic compound with reflectorizing glass beads on bituminous surface.	Sq.M	225.00	690.03	155,256.75
	Total for provisional Work				1,952,986.75
Grand Total excluding Provisional Amount					

Bid Security

Bank Guarantee

*Bank's name, and address of issuing branch or office*³

Beneficiary: *name and address of the employer*

Date:

Bid Security No.:

We have been informed that *name of the bidder* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *name of contract* under Invitation for Bids No. ("the IFB").

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

At the request of the Bidder, we *name of bank* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *amount in words* (..... *amount in figures*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB, or (iii) fails or refuses to furnish the domestic preference security, if required.

This guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.⁴

..... *Authorized signature(s) and bank's seal (where appropriate)*

- Note -

In case of a joint venture, the bid security must be in the name of all partners to the joint venture that submits the bid.

³ All italicized text is for use in preparing this form and shall be deleted from the final document.

⁴ Or 758 as applicable.

Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a bid for an alternative]*

To: *[insert complete name of the employer]*

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 will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of *[insert the number of years as indicated in ITB 19.2 of the BDS]* starting on the date that we receive a notification from the Employer, 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 in the Letter of Bid; or**
- (b) do not accept the correction of errors in accordance with the Instruction to Bidders (hereinafter “the ITB”); or**
- (c) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required; (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB; or (iii) fail or refuse to furnish the Domestic Preference Security, if required.**

We understand that 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) 28 days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of *[insert complete name of the bidder]*

Dated on _____ day of _____, _____

Corporate Seal *[where appropriate]*

- Note -

In case of a joint venture, the Bid-Securing Declaration must be in the name of all partners to the joint venture that submits the bid.

Technical Proposal

Personnel

Form PER – 1: Proposed Personnel

Bidder should provide the details of the proposed personnel and their experience record in the relevant Information Forms below for each candidate:

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name
5.	Title of position*
	Name
etc.	Title of position*
	Name

-- Note --

* As listed in Section 6 (Employer's Requirements).

Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Use one form for each position.

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

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

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

Equipment

Form EQU: Equipment

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements indicated in Section 6 (Employer’s Requirements), using the Forms below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Type of Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI – 1: Bidder’s Information Sheet

Bidder’s Information	
Bidder’s legal name	
In case of a Joint Venture, legal name of each partner	
Bidder’s country of constitution	
Bidder’s year of constitution	
Bidder’s legal address in country of constitution	
Bidder’s authorized representative (name, address, telephone number(s), fax number(s), e-mail address)	
Attached are copies of the following documents. <ul style="list-style-type: none"> <input type="checkbox"/> 1. In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2. <input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 20.2. <input type="checkbox"/> 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1. <input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5. 	

Form ELI - 2: Joint Venture Information Sheet

Each member of the Joint Venture and Specialist Subcontractor must fill out this form separately.

Joint Venture / Specialist Subcontractor Information	
Bidder's legal name	
Joint Venture Partner's or Specialist Subcontractor's legal name	
Joint Venture Partner's or Specialist Subcontractor's country of constitution	
Joint Venture Partner's or Specialist Subcontractor's year of constitution	
Joint Venture Partner's or Specialist Subcontractor's legal address in country of constitution	
Joint Venture Partner's or Specialist Subcontractor's authorized representative information (name, address, telephone number(s), fax number(s), e-mail address)	
<p>Attached are copies of the following documents.</p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.</p>	

A Specialist Subcontractor is a specialist enterprise engaged for highly specialized processes that cannot be provided by the main Contractor.

Form LIT - 1: Pending Litigation and Arbitration

Each Bidder must fill out this form if so required under Criterion 2.2 of Section 3 (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner’s name below:

Joint Venture Partner: _____

Pending Litigation and Arbitration			
<p>Choose one of the following:</p> <p><input type="checkbox"/> No pending litigation and arbitration.</p> <p><input type="checkbox"/> Below is a description of all pending litigation and arbitration involving the Bidder (or each Joint Venture member if Bidder is a Joint Venture).</p>			
Year	Matter in Dispute	Value of Pending Claim in Nu.	Value of Pending Claim as a Percentage of Net Worth

- Note -

This form shall only be included if Criterion 2.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Data for Previous ____ Years [in Nu.]		
Year 1: 2023	Year 2: 2022	Year 3: 2021

Information from Balance Sheet

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth =TA – TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN - 3.
------------------------------------	--	---

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last ____ years, as indicated above, complying with the following conditions.
- Unless otherwise required by Section 3 of the Bidding Document, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
 - Historical financial statements must be audited by a certified accountant.
 - Historical financial statements must be complete, including all notes to the financial statements.
 - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN - 2: Average Annual Construction Turnover

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner’s name below:

Joint Venture Partner: _____

Annual Turnover Data for the Last 5 Years (Construction only)			
Year	Amount Currency	Exchange Rate	Nu. Equivalent
2023			
2022			
2021			
2020			
2019			
Average Annual Construction Turnover			

Form FIN – 3: Availability of Financial Resources

Bidder must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Bidder's financial requirements for

- (a) its current contract commitments, and
- (b) the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Financial Resources		
No.	Source of financing	Amount (in Nu.)
1	Working Capital (to be taken from FIN - 1)	
2	Credit Line ^a	
3	Other Financial Resources	
	Total Available Financial Resources	

^a To be substantiated by a letter from the bank issuing the line of credit.

Form FIN- 4: Financial Resources Requirement

Bidders (or each Joint Venture partner) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name below:

Joint Venture Partner: _____

Current Contract Commitments						
No	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Outstanding Contract Value (X) ^a	Remaining Contract Period in months (Y) ^b	Monthly Financial Resources Requirement (X / Y)
1						
2						
3						
4						
5						
6						
7						
Total Monthly Financial Requirements for Current Contract Commitments						Nu.

^a Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline (in Nu.).

^b Remaining contract period to be calculated from 28 days prior to bid submission deadline.

Form FIN - 5: Self-Assessment Tool for Bidder’s Compliance to Financial Resources (Criterion 2.3.3 of Section 3)

This form requires the same information submitted in Forms FIN - 3 and FIN - 4. All conditions of “Available Financial Resources Net of CCC ≥ Requirement for the Subject Contract” must be satisfied to qualify.

Form FIN - 5A: For Single Entities

For Single Entities: (A)	Total Available Financial Resources from FIN - 3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN - 4 (C)	Available Financial Resources Net of CCC D = (B - C)	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
_____ (Name of Bidder)				

Form FIN - 5B: For Joint Ventures

For Joint Ventures: (A)	Total Available Financial Resources from FIN - 3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN - 4 (C)	Available Financial Resources Net of CCC D = (B - C)	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
One Partner:					
_____ (Name of Partner)				
Each Partner:					
_____ (Name of Partner 1)				
_____ (Name of Partner 2)				
_____ (Name of Partner 3)				
All partners combined	Σ D = Sum of available financial resources net of current contract commitments for all partners		Σ D = _____	

- Note -

Form FIN – 5 is made available for use by the bidder as a self-assessment tool, and by the employer as an evaluation work sheet, to determine compliance with the financial resources requirement as stated in 2.3.3. Failure to submit Form FIN - 5 by the Bidder shall not lead to bid rejection.

Form EXP – 1: Contracts of Similar Size and Nature

Fill up one (1) form per contract.

Contract of Similar Size and Nature		
Contract No of	Contract Identification	
Award Date	Completion Date	
Total Contract Amount		
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the Similarity in Accordance with Criterion 2.4.1 of Section 3 (Evaluation and Qualification Criteria)		

Form EXP - 2: Construction Experience in Key Activities

Fill up one (1) form per contract.

Contract with Similar Key Activities		
Contract No of	Contract Identification	
Award Date	Completion Date	
Total Contract Amount		
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone Number Fax Number E-mail		
Description of the Key Activities in Accordance with Criterion 2.4.2 of Section 3 (Evaluation and Qualification Criteria)		

Section 5 - Eligible Countries

1. Afghanistan
2. Armenia
3. Australia
4. Austria
5. Azerbaijan
6. Bangladesh
7. Belgium
8. Bhutan
9. Brunei Darussalam
10. Cambodia
11. Canada
12. China, People’s Republic of
13. Cook Islands
14. Denmark
15. Fiji
16. Finland
17. France
18. Georgia
19. Germany
20. Hong Kong, China
21. India
22. Indonesia
23. Ireland
24. Italy
25. Japan
26. Kazakhstan
27. Kiribati
28. Korea, Republic of
29. Kyrgyz Republic
30. Lao PDR
31. Luxembourg
32. Malaysia
33. Maldives
34. Marshall Islands
35. Micronesia, Federated States of
36. Mongolia
37. Myanmar
38. Nauru
39. Nepal
40. Niue
41. The Netherlands
42. New Zealand
43. Norway
44. Pakistan
45. Palau
46. Papua New Guinea
47. Philippines
48. Portugal
49. Samoa
50. Singapore
51. Solomon Islands
52. Spain
53. Sri Lanka
54. Sweden
55. Switzerland
56. Taipei, China
57. Tajikistan
58. Thailand
59. Timor-Leste
60. Tonga
61. Turkey
62. Turkmenistan
63. Tuvalu
64. United Kingdom
65. United States
66. Uzbekistan
67. Vanuatu
68. Viet Nam

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Specifications

Attached as Annexure

Drawings

Attached as Annexure

Supplementary Information

Regarding Works to Be Procured

1. While the works have to be executed according to the technical specifications, the stipulations and requirements of all the national laws and regulations, in particular the ECoP, EFRC and the Climate Change Adaptation report and the IEE/EIA report pertaining to this project have to be complied with.
2. Test which cannot be done in the field should be tested from other laboratories in the region including but not limited to the College of Science & Technology, Phuentsholing and Bhutan Standards Bureau, Thimphu which shall be as directed by the Engineer.
3. Proper documentation of tests conducted both in the field and the laboratories is mandatory to demonstrate that the contractor has carried out the required tests. The contractor is required to submit the test result and certificate with the Interim Payment Certificate (IPC), without it the IPC shall not be released.
4. The contractor shall submit Request for Inspection (RFI) prior to start and completion of each work activities.
5. Contractor shall submit at least one IPC after every two months.

Personnel Requirements

Using Form PER - 1 and PER - 2 in Section 4 (Bidding Forms), the Bidder must demonstrate that it has personnel who meet the following requirements:

No.	Position	No.	Qualification	Total Work Experience [years]	Experience In Similar Work [years]
1	Contractor's Project Manager	1	General Graduate	10	8
2	Project engineer	1	BE (Civil)	7	5
3	Geotechnical Engineer	1	BE Civil/Geology	7	5
4	Material / Quality Control Engineer	1	Diploma (Civil)	7	5
5	Safety Officer (EHS)	1	BE Civil/Environmental	7	5
6	Site Inspector	1	Diploma (civil)	5	3
7	Surveyor	1	Diploma (Civil)	5	3
8	Lab Technician	1	VTI graduate (Civil)	5	3
9	Electrician	1	VTI graduate (Electrical)	10	5

Equipment Requirements

Using Form EQU in Section 4 (Bidding Forms), the Bidder must demonstrate that it has the key equipment listed below:

No.	Equipment Type and Characteristics	Minimum Number Required
1	Motor Grader	1
2	Pay loader/JCB	2
3	Excavator	3
4	Vibratory Roller	1
5	Tandem Roller	1
6	Concrete Batching Plant	1
7	Transit Mixer	2
8	Grout Pump including accessories	1
9	Water Tanker	2
10	Concrete Mixer	2
11	Tipper	4

Section 7 - General Conditions of Contract

**Department of Surface Transport
Ministry of Infrastructure & Transport
Royal Government of Bhutan**

Construction of Underpass RCC Culvert at Bhawanihora

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General Conditions of Contract

A. General

1. Definitions

- 1.1 Boldface type is used to identify defined terms.
- (a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
 - (b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
 - (c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 29.1 [Appointment of Adjudicator] hereunder.
 - (d) **Bank** means the financing institutions named in the **Particular Conditions of Contract (PCC)**.
 - (e) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
 - (f) **Compensation Events** are those defined in GCC 51.1 [Compensation Events] hereunder.
 - (g) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 69.1 [Completion].
 - (h) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below.
 - (i) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
 - (j) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
 - (k) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
 - (l) **Days** are calendar days; months are calendar months.
 - (m) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
 - (n) A **Defect** is any part of the Works not completed in accordance with the Contract.
 - (o) The **Defects Liability Certificate** is the certificate issued by the Project Manager upon correction of defects by the Contractor.
 - (p) The **Defects Liability Period** is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects.

- (q) **Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The **Employer** is the party who employs the Contractor to carry out the Works, as specified in the **PCC**.
- (s) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) **Force Majeure** means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- (u) **In writing** or **written** means hand-written, type-written, printed or electronically made, and resulting in a permanent record.
- (v) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- (w) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the **PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (x) **Letter of Acceptance** means the formal acceptance by the Employer of the Bid and denotes the formation of the Contract at the date of acceptance.
- (y) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (z) **Party** means the Employer or the Contractor, as the context requires.
- (aa) **PCC** means Particular Conditions of Contract.
- (bb) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (cc) The **Project Manager** is the person named in the **PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (dd) **Retention Money** means the aggregate of all monies retained by the Employer pursuant to GCC 55.1 [Retention].
- (ee) **Schedules** means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.

- (ff) The **Site** is the area defined as such in the **PCC**.
- (gg) **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (hh) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (ii) The **Start Date** is given in the **PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (jj) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (kk) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (ll) A **Variation** is an instruction given by the Project Manager which varies the Works.
- (mm) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the **PCC**.

2. Interpretation

- 2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is specified in the **PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Contract Agreement,
 - (b) Letter of Acceptance,
 - (c) Letter of Bid,
 - (d) Particular Conditions of Contract,
 - (e) the List of Eligible Countries that was specified in Section 5 of the bidding document,
 - (f) General Conditions of Contract,
 - (g) Specifications,
 - (h) Drawings,

- (i) Completed Activity Schedules or Bill of Quantities, and
 - (j) any other document listed in the **PCC** as forming part of the Contract.
- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are stated in the **PCC**.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when
- (a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from, or any payments to, a particular country, person, or entity. Where the borrower's country prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded.
- 4. Contract Agreement**
- 4.1 The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the attached Contract forms in Section 8. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.
- 5. Assignment**
- 5.1 Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party
- (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party; and
 - (b) may, as security in favor of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.
- 6. Care and Supply of Documents**
- 6.1 The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.
- 6.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents.
- 6.3 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.

6.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

7. Confidential Details

7.1 The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation.

7.2 Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

7.3 Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this Clause.

8. Compliance with Laws

8.1 The Contractor shall, in performing the Contract, comply with applicable Laws.

8.2 Unless otherwise stated in the Particular Conditions,

(a) the Employer shall acquire and pay for all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the [Employer's Country or country where the Site is located] which (i) such authorities or undertakings require the Employer to obtain in the Employer's name, and (ii) are necessary for the execution of the Contract, including those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract;

(b) the Contractor shall acquire and pay for all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the [Employer's Country or country where the Site is located] which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Employer under Subclause 8.2(a) hereof and that are necessary for the performance of the Contract. The Contractor shall indemnify and hold harmless the Employer

from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Employer or its personnel, including the Subcontractors and their personnel, but without prejudice to Subclause 8.1 hereof.

- 9. Joint and Several Liability** 9.1 If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract, and shall designate one of such persons to act as a leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.
- 10. Project Manager's Decisions** 10.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 11. Delegation** 11.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
- 12. Communications** 12.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 13. Subcontracting** 13.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 14. Other Contractors** 14.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the **PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 15. Personnel and Equipment** 15.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the functions stated in the Schedule or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 15.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within 7 days and has no further connection with the work in the Contract.
- 15.3 If the Employer, Project Manager, or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or other prohibited practices during the

execution of the Works, then that employee shall be removed in accordance with Clause 15.2 above.

- 16. Employer's and Contractor's Risks** 16.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 17. Employer's Risks** 17.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 17.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,
 - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
 - (c) the activities of the Contractor on the Site after the Completion Date.
- 18. Contractor's Risks** 18.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks, are Contractor's risks.
- 19. Insurance** 19.1 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 **PCC** for the following events, which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Plant, and Materials;
 - (b) loss of or damage to Equipment;
 - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - (d) personal injury or death.

- 19.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 19.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance, which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 19.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 19.5 Both parties shall comply with any conditions of the insurance policies.
- 20. Site Investigation Reports** 20.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **PCC**, supplemented by any information available to the Contractor.
- 21. Contractor to Construct the Works** 21.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 22. The Works to Be Completed by the Intended Completion Date** 22.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 23. Designs by Contractor and Approval by the Project Manager** 23.1 The Contractor shall carry out design to the extent specified in the **PCC**. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt, the Employer shall notify any comments. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on, taking these comments into account as necessary.
- 23.2 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings..
- 23.3 The Contractor shall be responsible for design of Temporary Works.
- 23.4 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 23.5 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

- 23.6 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 24. Safety** 24.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 25. Discoveries** 25.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 26. Possession of the Site** 26.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the **PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 27. Access to the Site** 27.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager 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.
- 28. Instructions, Inspections, and Audits** 28.1 The Contractor shall carry out all instructions of the Project Manager, which comply with the applicable laws where the Site is located.
- 28.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 28.3 The Contractor shall permit ADB to inspect the Contractor's accounts, records, and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by ADB. The Contractor shall maintain all documents and records related to the Contract for a period of three (3) years after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, or corruption and require its employees or agents with knowledge of the Contract to respond to questions from ADB.
- 29. Appointment of the Adjudicator** 29.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the **PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 29.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the

Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.

- 30. Procedure for Disputes**
- 30.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 30.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 30.3 The Adjudicator shall be paid by the hour at the rate specified in the **PCC**, together with reimbursable expenses of the types specified in the **PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 30.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the **PCC**.

B. Staff and Labor

- 31. Forced Labor**
- 31.1 The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty. This covers any kind of involuntary or compulsory labor, such as indentured labor, bonded labor, or similar labor–contracting arrangements.
- 32. Child Labor**
- 32.1 The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where national laws have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.
- 33. Workers' Organizations**
- 33.1 In countries where national law recognizes workers' rights to form and to join workers' organizations of their choosing without interference and to bargain collectively, the Contractor shall comply with national law. Where national law substantially restricts workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where national law is silent, the Contractor shall not discourage the Contractor's Personnel from forming or joining workers' organizations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and bargain collectively. The

Contractor shall engage with such workers representatives. Worker organizations are expected to fairly represent the workers in the workforce.

- 34. Nondiscrimination and Equal Opportunity** 34.1 The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where national law provides for non-discrimination in employment, the Contractor shall comply with national law. When national laws are silent on nondiscrimination in employment, the Contractor shall meet this Subclause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

C. Time Control

- 35. Program** 35.1 Within the time stated in the **PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 35.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 35.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the **PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the **PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 35.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
- 36. Extension of the Intended Completion Date** 36.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion

Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

36.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

37. Acceleration

37.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

37.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

38. Delays Ordered by the Project Manager

38.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

39. Management Meetings

39.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

39.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

40. Early Warning

40.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

40.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

D. Quality Control

- 41. Identifying Defects** 41.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 42. Tests** 42.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 43. Correction of Defects** 43.1 The Project Manager 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 **PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 43.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 44. Uncorrected Defects** 44.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

E. Cost Control

- 45. Contract Price** 45.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 45.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.
- 46. Changes in the Contract Price** 46.1 In the case of an admeasurement contract:
- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25%,

provided the change exceeds 1% of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.

- (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15%, except with the prior approval of the Employer.
- (c) 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.

46.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of 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.

47. Variations

47.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.

47.2 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.

47.3 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.

47.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

47.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

47.6 In the case of an admeasurement contract, 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 GCC 46.1 [Changes in the Contract Price] or the timing of its execution do 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.

- 48. Cash Flow Forecasts**
- 48.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 49. Payment Certificates**
- 49.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 49.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 49.3 The value of work executed shall be determined by the Project Manager.
- 49.4 The value of work executed shall comprise,
- (a) in the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
 - (b) in the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.
- 49.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 49.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 50. Payments**
- 50.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 50.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 50.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

50.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

51. Compensation Events

51.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 26.1 [Possession of the Site].
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

51.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

51.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the

Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

51.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

52. Tax

52.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 54.1 [Price Adjustment].

53. Currencies

53.1 Where payments are made in currencies other than the currency of the Employer's country specified in the **PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

54. Price Adjustment

54.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the **PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Imc/loc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

A_c and B_c are coefficients⁵ specified in the **PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is a consolidated index prevailing at the end of the month being invoiced and loc is the same consolidated index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

⁵ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulas for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.10 ~ 0.20) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency is added to the Contract Price.

- 54.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.
- 55. Retention**
- 55.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the **PCC** until Completion of the whole of the Works.
- 55.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 69.1 [Completion], half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” bank guarantee.
- 56. Liquidated Damages**
- 56.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the **PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.
- 56.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 50.1 [Payments].
- 57. Bonus**
- 57.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the **PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
- 58. Advance Payment**
- 58.1 The Employer shall make advance payment to the Contractor of the amounts stated in the **PCC** by the date stated in the **PCC**, against provision by the Contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 58.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall

demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

58.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

59. Securities

59.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the **PCC**, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee.

60. Dayworks

60.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

60.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within 2 days of the work being done.

60.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

61. Cost of Repairs

61.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

F. Force Majeure

62. Definition of Force Majeure

62.1 In this Clause, "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.

62.2 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, act of foreign enemies;
- (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war;
- (c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel;
- (d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity; and
- (e) natural catastrophes such as earthquake, hurricane, typhoon, or volcanic activity.

63. Notice of Force Majeure

63.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

63.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

63.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

64. Duty to Minimize Delay

64.1 Each Party shall at all times use all reasonable endeavours to minimize any delay in the performance of the Contract as a result of Force Majeure.

64.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

65. Consequences of Force Majeure

65.1 If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under GCC Subclause 63 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to GCC Subclause 30.1 [Procedure for Disputes] to

- (a) an extension of time for any such delay, if completion is or will be delayed, under GCC Subclause 36 [Extension of the Intended Completion Date]; and
- (b) if the event or circumstance is of the kind described in subparagraphs (a) to (d) of GCC Subclause 62.2 [Definition of Force Majeure] and, in the case of subparagraphs (b) to (d), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in GCC Subclause 19 [Insurance].

65.2 After receiving this notice, the Project Manager shall proceed in accordance with GCC Subclause 10 [Project Manager's Decisions] to agree or determine these matters.

66. Force Majeure Affecting Subcontractor

66.1 If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader Force Majeure events or circumstances shall not excuse the Contractor's nonperformance or entitle him to relief under this Clause.

67. Optional Termination, Payment and Release

67.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under GCC Subclause 63 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with GCC Subclause 73.5 [Termination].

67.2 Upon such termination, the Project Manager shall determine the value of the work done and issue a Payment Certificate, which shall include

- (a) the amounts payable for any work carried out for which a price is stated in the Contract;
- (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;
- (c) other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;
- (d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the

Contractor's works in his country (or to any other destination at no greater cost); and

- (e) the Cost of repatriation of the Contractor's staff and labor employed wholly in connection with the Works at the date of termination.

- 68. Release from Performance**
- 68.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises, which makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance,
- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract; and
 - (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under GCC Subclause 67 [Optional Termination, Payment and Release] if the Contract had been terminated under GCC Subclause 67.

G. Finishing the Contract

- 69. Completion**
- 69.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.
- 70. Taking Over**
- 70.1 The Employer shall take over the Site and the Works within 7 days of the Project Manager's issuing a certificate of Completion.
- 71. Final Account**
- 71.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 72. Operating and Maintenance Manuals**
- 72.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **PCC**.
- 72.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **PCC** pursuant to GCC 72.1, or they do not receive

the Project Manager's approval, the Project Manager shall withhold the amount stated in the **PCC** from payments due to the Contractor.

73. Termination

73.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

73.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Project Manager gives two consecutive Notices to update the Program and accelerate the works to ensure compliance with GCC Subclause 22.1 [The Works to be Completed by the Intended Completion Date] and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager;
- (g) the Contractor does not maintain a Security, which is required;
- (h) 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, as defined in the **PCC**; and
- (i) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 74.1 [Fraud and Corruption].

73.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 73.2 above, the Project Manager shall decide whether the breach is fundamental or not.

73.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

73.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

74. Fraud and Corruption

74.1 ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Contractors, Subcontractors, Manufacturers, and Consultants under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the ADB

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

- (vii) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (viii) "fraudulent practice" means any 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;
- (ix) "coercive practice" means 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;
- (x) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (xi) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (e) materially impeding ADB’s contractual rights of audit or access to information; and
- (xii) “integrity violation” is any act which violates ADB’s Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (f) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (g) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and
- (h) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate⁶ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.

75. Payment upon Termination

75.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done 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 **PCC**. Additional Liquidated Damages shall not apply. If

⁶ Whether as a Contractor, Nominated Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document). A Nominated Subcontractor is one which either has been (i) included by the Bidder in its prequalification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the Bidder’s prequalification application or the bid; or (ii) appointed by the Employer.

the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

75.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

76. Property

76.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

77. Release from Performance

77.1 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 Project Manager 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 and shall be paid for all work carried out before receiving it and for any work carried out afterward to which a commitment was made.

78. Suspension of ADB Loan or Credit

78.1 In the event that ADB suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made,

- (a) the Employer is obligated to notify the Contractor, with copy to the Project Manager, of such suspension within 7 days of having received ADB's suspension notice.
- (b) if the Contractor has not received sums due it within the 28 days for payment provided for in GCC 50.1 [Payments], the Contractor may immediately issue a 14-day termination notice.

79. Eligibility

79.1 The Contractor shall have the nationality of an eligible country as specified in Section 5 [Eligible Countries] of the bidding document. The Contractor shall be deemed to have the nationality of a country if the Contractor is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

79.2 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as specified in Section 5 [Eligible Countries] of the bidding document and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, the Contractor may be required to provide evidence of the origin of materials, equipment, and services.

79.3 For purposes of GCC 79.2, “origin” means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

Section 8 - Particular Conditions of Contract

The following Particular Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Particular Conditions of Contract

A. General	
GCC 1.1 (d)	The financing institutions is Asian Development Bank (ADB)
GCC 1.1 (r)	The Employer is Department of Surface Transport, Ministry of Infrastructure and Transport, Royal Government of Bhutan
GCC 1.1 (w)	The Intended Completion Date for the whole of the Works shall be 480 days
GCC 1.1 (cc)	The Project Manager is: Mr. Karma Dorji, Project Coordinator, SASEC Project, Department of Surface Transport, Phuentsholing Street address: Pelkhil Lam Country: Bhutan Telephone: Email address: karmad@moit.gov.bt
GCC 1.1 (ff)	The Site is located at 13 KM from Phuentsholing towards Pasakha under Chukha Dzongkhag.
GCC 1.1 (ii)	The Start Date shall be 7 days of signing of contract. The commencement of work is subject to fulfillment of GCC 24.1 (II)
GCC 1.1 (mm)	The Works consist of Underpass RCC Culvert, Protection Walls and Rigid Pavement.
GCC 2.2	Sectional Completions are: NA
GCC 2.3 (j)	The following documents also form part of the Contract: <ol style="list-style-type: none"> 1. Employer's Requirements 2. Schedules 3. Quality Assurance Plan (contractor shall prepare work based QAP & should be accepted by the employer) 4. Initial Environment Examination report 5. Social Assessment Report 6. Environment Management Plan. 7. Site health and Safety Plan 8. The contractor proposal and any other documents forming part of the contract.
GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of Kingdom of Bhutan
GCC 11.1	The Project Manager may delegate any of his duties and responsibilities.

GCC 13.1	Subcontracting: Not Applicable
GCC 14.1	<p>Schedule of other contractors:</p> <p>The contractor shall, in accordance with the requirement of the Engineer, maintain proper coordination with the schedules of the other Contractor(s) working on the project highway sections. The contractor shall carry out the works by ensuring proper coordination with other Contractor working for other work at interface with his contract.</p>
GCC 19.1	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) for loss or damage to the Works, Plant and Materials: insurance amount shall be equivalent to the contract value. The maximum deductible amount shall be Nu. 500,000 (five hundred thousand).</p> <p>(b) for loss or damage to Equipment: Minimum insurance amount shall be Nu. 1,000,000 (one million) and the maximum deductible amount shall be Nu. 100,000 (one hundred thousand) with unlimited number of occurrence.</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract : insurance amount shall be Nu. 1,000,000 (one million). The maximum deductible amount shall be Nu. 50,000 (fifty thousand) with unlimited number of occurrences.</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: As per existing Labour Act of the Kingdom of Bhutan.</p> <p>(ii) of other people: Nu. 500,000 (five hundred thousand) per person for unlimited number of person and unlimited number of occurrences.</p>
GCC 20.1	Site Investigation Reports are: None
GCC 23.1	The following shall be designed by the Contractor: Not applicable
GCC 24.1	<p>a. The contractor is responsible for providing site workers with safe and healthy working conditions and establish an operating system to prevent accidents, injuries, and disease. This includes the establishment of preventive and emergency preparedness and response measures to avoid, and where avoidance is not possible, to minimize, adverse impacts and risks of the construction site work to the health and safety of local communities.</p> <p>b. Within 21 days from the date of the letter of Acceptance, the Contractor shall submit a detailed Site Specific Environmental, Health and Safety Management Plan (SSEHSMP) for the Project Manager's no objection showing how it intends to comply with environmental, Health and Safety laws and regulations and other specific requirements prescribed in the contract, addressing all the monitoring and mitigation measures set forth in the Initial Environmental Examinations (IEE) and Environmental Management Plan (EMP) of the project as well as related Supplementary information attached in Section 6- Employer's Requirements. Works shall not commence on the site until the objection of SSEHSMP has been obtained from the Project Manager. Such confirmation of no objection by the</p>

	<p>project manager shall not relieve the Contractor of any of his obligations or responsibilities under the contract.</p> <p>c. The contractor is required to provide all personal on site including Employer's personal and visitors with personal protective equipment, including protection for feet (safety boots), head, eyes, ears (safety helmets) and hands, etc., in accordance with the Contractor's SSEHSMP. The Contractor should ensure that his Subcontractors comply with the SSEHSMP and provide all such necessary equipment to their personal.</p> <p>d. The contractor shall (a) establish an operational system for managing environmental, health and safety impacts, (b) comply with the approve SSEHSMP and any corrective or preventive actions set out in safeguard monitoring reports that the Employer will prepare from time to time to monitor the implementation of the project EMP through the SSEHSMP, (c) allocate the budget required to ensure that such measures, requirements and actions are carried out, (d) submit semi-annual reports on the compliance of such measure to the Project Manager and the Employer.</p> <p>e. Where unanticipated health and safety hazards, or environmental risk or impact becomes apparent during the Contract, the Contractor is required to update the SSEHSMP to outline the potential impacts to site works and associated mitigation measures for the Project Manager's approval.</p> <p>In the event of a significant injury involving medical treatment or hospitalization and fatal accident the Contractor shall notify the Project Manager immediately by verbal communication and submit a formal report as soon as practicable after its occurrence. For all accidents, weather fatal or not, the contractor shall also notify the appropriate local authorities in accordance with the Laws of Country.</p>
GCC 26.1	The Site Possession Date(s) shall be: within 7 (seven) days from the date of signing of contract
GCC 29.1	Appointing Authority for the Adjudicator: Bhutan Alternate Dispute Resolution Center, Thimphu, Bhutan
GCC 30.3	The Adjudicator shall be paid by the hour at the prevailing rate of the Bhutan Alternate Dispute Resolution Center, Thimphu, Bhutan.
GCC 30.4	Arbitration shall be conducted in accordance with the laws of the Employer's country. The place of arbitration shall be Thimphu, Bhutan
B. Staff and Labour	
GCC 34.2	<p>The following sentence shall apply:</p> <p>Respectful Work Environment</p> <p>The Contractor shall ensure that its employees and sub-contractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and</p>

	<p>harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or sub-contractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.</p> <p>The Contractor shall conduct training programs for its employees and sub-contractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Employer or the Engineer at their first written request.</p>
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C. Time Control	
GCC 35.1	<p>The Contractor shall submit for approval a Program for the Works within 21 (twenty one) days after signing the Contract agreement showing the general methods, arrangement, order and timing for all activities in the works. Such Program submission should include the environmental, health and safety information required in 24.1 (II). In addition, the Contractor will have to sign Performance Milestone Agreements and comply with its requirements as described hereunder:</p> <p>Performance Milestone Agreement</p> <p>After finalizing the resource-based work program with the Project Manager, the Contractor shall sign a performance milestone agreement with the Employer specifying the deliverables at the end of a specified performance milestone period. Performance milestone agreements will be signed at 1 month intervals. Failure of the Contractor to achieve performance milestone targets and deliverables at the end of a specified milestone period shall be considered as a fundamental breach of contract, warranting termination of contract in accordance with GCC 73, in the following circumstances:</p> <ul style="list-style-type: none"> I. If the contractor fails to achieve the targets or deliverables of three consecutive performance milestone agreements: or II. If the contractor fails to achieve a minimum of 50% of the targets or deliverables specified in two consecutive milestone agreements.
GCC 35.3	<p>The period between Program updates is 15 (fifteen) days. However, the contractor cannot update the work program until the completion of performance milestone agreements.</p> <p>The project manager shall withhold the interim payment certificate (IPC) until such time the resource-based work program is updated when required by the Employer.</p>
D. Quality Control	
GCC 43.1	The Defects Liability Period is: 360 days
E. Cost Control	

GCC 52	All contract Interim Payment Certificate will be subjected to taxes according to existing Bhutan Government rules which is 2% in the case of domestic contractor and 3% in the case of foreign contractors.
GCC 53.1	The currency of the Employer's country is: Ngultrum (Nu.)
GCC 54.1	Price Adjustment: Not applicable
GCC 55.1	The proportion of payments retained is: 10%
GCC 56.1	<p>The liquidated damages for the whole of the Works are 0.1% per day of the initial Contract Price.</p> <p>The maximum amount of liquidated damages for the whole of the Works is 10% of the initial Contract Price. If the contractor does not execute the work as per the agreed contract schedule and the project is delayed beyond the contract period, whereby there is no genuine reasons for the time extension, the contractor has to bear the cost of the supervision consultancy contract, if employed by the client for the delayed construction period.</p>
GCC 58.1	<p>Advance Payments (Mobilization advance) shall be 10% of the Contract Price and shall be paid to the Contractor no later than 28 days after submission of acceptable Advance Payment Guarantee.</p> <p>The engineer will recommend advance payment in respect of materials intended for but not yet incorporated in works.</p> <p>Secured advance amounting to 75% of invoice value or market value – lower of the two for non-perishable materials brought to site will be paid on the fulfillment of the following terms and conditions:</p> <ol style="list-style-type: none"> a. The materials are in- accordance with the specification for works b. Such materials have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the Engineer. The contractor shall store the bulk material in measurable stacks; c. The contractor's record of the requirements, order, receipt and use of materials are kept in a form approved by the engineer and such records the engineer; d. Ownership of such materials shall be deemed to vest in the Employer; and e. The quantity of materials is not excessive and shall be used within a reasonable time as determined by the Engineer. <p>The secured advance payment will be paid to the contractor no later than 30 days after fulfillment of the above conditions. The secured advance shall be fully recovered from interim payments when 80% of the materials have been incorporated in the works.</p>
GCC 58.3	<p>Repayment of the Advance Payments (mobilization amount) shall be: 15% from each payment certificate starting from 1st running bill.</p> <p>Repayment of Material advance/secured advance: The secured advance shall be recovered from the interim progress payments in the months in which these materials are used in the works.</p>

GCC 59.1	<p>The Performance Security amount is 10% of the contract amount.</p> <p>The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee.</p> <p>The employer may require an additional performance security equal to the difference in amount of estimated cost and the quoted amount, in case of seriously unbalanced or front-loaded bid, in accordance with ITB 36.5. The additional performance security shall be in the form of cash warrant/demand draft issued by a reputable financial institution/bank. The additional performance security shall be released on completion of works equivalent to the differential amount.</p>
G. Finishing the Contract	
GCC 72.1	<p>The date by which operating and maintenance manuals are required is 45 (forty-five) days after completion of work.</p> <p>The date by which “as built” drawings are required is 45 (forty-five) days after completion of work.</p>
GCC 72.2	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 72.1 is Nu.100,000 (one hundred thousand).</p>
GCC 73.2 (h)	<p>The maximum number of days is: 100 days</p>
GCC 73.2	<p>Additional Clause:</p> <p>1) Non-compliance to Performance Milestone (three) Agreements in accordance with GCC 35.1 of the PCC.</p>
GCC 75.1	<p>The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 20% up to a maximum of 10% of initial contract price.</p>

Section 9 - Contract Forms

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

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Notification of Award

---- on letterhead paper of the employer ----

Letter of Acceptance

..... date.

To: Name and address of the contractor

Subject: Notification of Award Contract No.

This is to notify you that your Bid dated date for execution of thename of the contract and identification number, as given in the Bid Data Sheet for the Accepted Contract Amount of the equivalent ofamount in words and figures and name of currency, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

[Choose one of the following statements:]

We accept that [insert the name of adjudicator proposed by the bidder] be appointed as the Adjudicator.

[or]

We do not accept that [insert the name of the adjudicator proposed by the bidder] be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to [insert name of the appointing authority], the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with GCC 29.1.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made theday of,, between
name of the employer. (hereinafter “the Employer”), of the one part, and *name*
of the contractor.(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as *name of the contract*. . . .
 .should be executed by the Contractor, and has accepted a Bid by the Contractor for the
 execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Contract Agreement,
 - (b) the Letter of Acceptance,
 - (c) the Letter of Bid,
 - (d) the Particular Conditions of Contract,
 - (e) the List of Eligible Countries that was specified in Section 5 of the bidding document,
 - (f) the General Conditions of Contract,
 - (g) the Specifications,
 - (h) the Drawings,
 - (i) the Completed Activity Schedules or Bill of Quantities, and
 - (j) any other documents shall be added here.⁷
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or

⁷ Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 54.1).

such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of name of the borrowing country. . . .on the day, month and year indicated above.

Signed by
.....
for and on behalf of the Employer

Signed by.....
.....
for and on behalf the Contractor

in the presence of:

in the presence of:

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

Performance Security

*Bank's name, and address of issuing branch or office*⁸

Beneficiary: *Name and address of the employer*

Date:

Performance Guarantee No.:

We have been informed that *name of the contractor*. (hereinafter called “the Contractor”) has entered into Contract No. *reference number of the contract*. dated with you, for the execution of *name of contract and brief description of works*. (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *name of the bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in words* ⁹. (*amount in figures*.) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, ¹⁰, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded. ¹¹

.....
Signature(s) and seal of bank (where appropriate)

-- Note to Bidder --

If the institution issuing the performance security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer to make it enforceable.

⁸ All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.
⁹ The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the employer. If the bank issuing the performance security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer.
¹⁰ Insert the date 28 days after the expected completion date. The employer should note that in the event of an extension of the time for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months][1 year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”
¹¹ Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.

Advance Payment Security

Bank's name, and address of issuing branch or office¹²

Beneficiary: *Name and address of the employer*
Date:
Advance Payment Guarantee No.:

We have been informed that *name of the contractor*. (hereinafter called "the Contractor") has entered into Contract No. *reference number of the contract*. dated with you, for the execution of *name of contract and brief description of works*. (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum *name of the currency and amount in words* ¹³. (*amount in figures*.) is to be made against an advance payment guarantee.

At the request of the Contractor, we *name of the bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in words*¹⁴. (*amount in figures*.) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number *contractor's account number*. at *name and address of the bank*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty percent (80%) of the Contract Price has been certified for payment, or on the . . . day of , ¹⁵, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 (*or ICC Publication No. 758 as applicable*).

.....
Signature(s) and seal of bank (where appropriate)

-- Note to Bidder --

If the institution issuing the advance payment security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer to make it enforceable.

¹² All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.
¹³ The guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the employer.
¹⁴ Footnote 2.
¹⁵ Insert the expected expiration date of the time for completion. The employer should note that in the event of an extension of the time for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months][1 year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."