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# STANDARD BIDDING DOCUMENT

## Procurement of Small Works

(Upto Nu. 5 million)




Royal Government of Bhutan
Ministry of Finance
2025

# Bidding Document (SBD) for the Procurement of Works

## Construction of RCC Gate, Security Guard House, RRM Wall, Development of Porch area, Blacktopping of Parking Area, Installation of Automatic Boom Barrier and Sliding Folding Gate System, and Modification of the Main Entrance Gate



## PREFACE

One of the primary mandates and powers vested in the Ministry of Finance, as stipulated under Section 104(i) of the Public Finance (Amendment) Act of Bhutan 2012, is to issue rules, manuals, directives, instructions, or notifications to ensure an equitable, transparent, competitive, and cost-effective procurement system in the country. In line with this mandate, the Standard Bidding Document (SBD) for the Procurement of Works (Up to Nu. 5 million) 2025 has been drafted as an implementing document under the Procurement Rules and Regulations 2025.

In exercise of the powers conferred under Section 104(i) of the Public Finance (Amendment) Act of Bhutan 2012, the Ministry of Finance hereby adopts the Standard Bidding Document (SBD) for the Procurement of Works (Up to Nu. 5 million), as endorsed during the 9th Policy and Planning Coordination Meeting held on 12 May 2025. The revised SBD shall come into effect from 1st July 2025.

Any queries, clarification, interpretation on this standard bidding document contact:

Procurement Management and Development Division
Department of Procurement and Properties
Ministry of Finance
Email – pmdd@mof.gov.bt
Contact – 02-336962

**INVITATION FOR BIDS (IFB)**

Date: 29th October 2026
Bid No.: BBSC/ADM-7/2026/1596

1. The *[Bhutan Broadcasting Service corporation limited]* invites sealed Bids from eligible and qualified Bidders for*[**Construction of RCC gate, Security Guard House, RMM Wall, Development of porch area, Blacktopping of parking area, Installation of Automatic Boom Barrier Sliding folding gate system, and modification of the main entrance gate**]*. The period for execution of the assignment is *[6 months].*

2. Bidding will be conducted through the International/National *[**National**]* Competitive Bidding procedures specified in the RGoB Procurement Rules.

3. Interested eligible Bidders may obtain further information from *Procurement officer, at 02-322600 or email at procurementbbs.bt@gmail.com* and inspect the Bidding Documents at the given address *during Office Hours.*

4. Bids must be delivered to the address below at or before **10:30 AM on 13th November 2026.** Electronic bidding **shall not** be permitted. Late Bids will be rejected. Bids will be opened physically in the presence of the Bidders' representatives who choose to attend in at the address below at **11 AM on the same day**.

5. The address(es) referred to above is (are):
   **Manager**
   **Corporate Services Department**
   **Bhutan Broadcasting Service Corporation Ltd.**
   **Chubachu, Thimphu 11001, Bhutan**
   **Post- Box no.: 101**

6. The Bid Security shall be equivalent to **2% of the Contract Price** and shall be submitted in the form of a cash warrant, demand draft, or an unconditional Bank Guarantee issued by a financial institution located in Bhutan. The Bid Security shall be furnished along with the bid and made in favour of the **Chief Executive Officer, BBSCL**.

The Bid Security shall remain valid for a period of minimum **two (months** from the date of bid submission.

7. Bids must be accompanied by Integrity Pact. Any Bid not accompanied by the Integrity Pact in the prescribed format shall be rejected by the Procuring Agency as non-responsive.

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## SECTION 1: INSTRUCTIONS TO BIDDER (ITB)

### A. General

### 1. Scope of Tender

1. The Procuring Agency, as indicated in the Bid Data Sheet (BDS) issues this Bidding Document for the procurement of Works. The name, identification and identification of this Bidding are provided in the BDS.

2. The successful Bidder will be required to complete the Works within the Time for Completion stated in the Special Conditions of Contract (SCC).

3. These Instructions to Bidders shall not be part of the Contract and shall cease to have effect once the Contract is signed.

4. This Standard Bidding Documents (SBD) shall be used with minimum changes as necessary to address project specific conditions. Reasons for changes, if any, shall be documented and submitted for approval from the Head of the Procuring Agency.

### 2. Corruption

1. It is the policy of the Royal Government of Bhutan (RGoB) to uphold and promote the highest ethical standards by all Procuring Agencies and Bidders throughout the entire procurement process. All parties involved are expected to conduct themselves with integrity, transparency, and accountability at all times.

2. Compliance with the terms and conditions set forth in the Integrity Pact, as included in the Bidding Documents, is mandatory. Any breach of the Integrity Pact shall be considered a serious violation and may result in disqualification, termination of contract, or other legal consequences.

3. All instances or suspicions of corruption, fraud, collusion, or coercive practices in the procurement process must be promptly reported to the Anti-Corruption Commission (ACC) of Bhutan. Such matters shall be subject to investigation and necessary action in accordance with the Anti-Corruption Act of Bhutan and other applicable laws.

### 3. Eligible Bidders

1. Bidders of the categories specified in the BDS are eligible to participate in this Bidding process.

### 4. Site Visit

1. The Bidder at their own responsibility and risk are encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Bid and entering into a Contract for performance of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

## B. Content of Bidding Document

### 5. Contents of Bidding Documents

1. The sections comprising the Bidding Document are listed below:
   Section 1: Instructions to Bidders (ITB)
   Section 2: Bidding Data Sheet (BDS)
   Section 3: Evaluation and Qualification Criteria
   Section 4: Bill of Quantities
   Section 5: Drawings
   Section 6: Bidding forms
   Section 7: General Conditions of Contract (GCC)
   Section 8: Special Conditions of Contract (SCC)
   Section 9: Contract Forms

2. The Procuring Agency is not responsible for the completeness of the Bidding Document and any addendum, if they were not obtained directly from the source stated by the Procuring Agency in the Invitation for Bids.

3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.

### 6. Clarification of Bidding Documents

1. A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or electronic mail at the Procuring Agency's address indicated in the BDS. The Procuring Agency shall respond to any request for clarification received no later than 7 days before submission of bids for Open Tendering Method and two days before submission of bids for LTM. Copies of the Procuring Agency's response shall be forwarded to all bidders of the Bidding Documents, including a description of the inquiry, but without identifying its source. Should the clarification result in changes to the essential elements of the Bidding Documents, the Procuring Agency shall amend the Bidding Documents.

### 7. Amendment of Bidding Documents

1. Before the deadline for submission of bids, the Procuring Agency may modify the Bidding Documents by issuing addenda.

2. Any addendum thus issued shall be part of the Bidding Documents, shall be binding on all Bidders and shall be communicated in writing to all bidders.

3. If the addendum issued has an substantial impact to the bidder in submitting the bids, the Procuring Agency shall extend, as necessary, the deadline for submission of Bids, giving the prospective Bidders reasonable time for preparing their Bids.

## C. Preparation of Bids

### 8. One Bid per Bidder

1. A Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid shall cause all the proposals with the Bidder's participation to be disqualified.

### 9. Bid Preparation Costs

1. The Bidder shall bear all costs associated with the preparation and submission of its Bids, and the Procuring Agency 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

1. All documents relating to the Bid shall be in the language specified in the BDS.

### 11. Documents comprising the Bid

1. The original and copy (ies) of Bid submitted by the Bidder shall comprise the following:

   (a) The Bid Form;
   (b) Signed Bid Securing Declaration;
   (c) Priced Bill of Quantities;
   (d) Qualifications: documentary evidence in accordance with ITB 15 establishing the Bidder's qualifications to perform the Contract;
   (e) Written confirmation authorizing the signatory of the Bid to commit the Bidder; and
   (f) and any other materials required to be completed and submitted by Bidders, as specified in the BDS.

2. The Instruction to Bidders, Bidding Data Sheet, General Conditions of Contract, Special Conditions of Contract, Specifications, and drawings are for the information of the Bidders and are not required to be submitted by the Bidder.

### 12. Bid Price

1. The prices quoted by the Bidder in the form of Bid and in the Schedules shall confirm to the requirements specified in ITB 12.2 and 12.3.

2. The Bidder shall submit a Bid for the whole of the works by filling in prices for all items of the Works. In case of admeasurements contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid by the Procuring Agency when executed and shall be deemed to be covered by the rates for other items and prices in the Bill of Quantities.

3. The Bid price shall take into account the cost of materials, transportation, labour, taxes, levies, overheads and profit and any other cost. The Bid price shall be applicable for the whole works described in the Drawings, Specifications and Schedule of Works.

## 13. Currencies of Bid and Payment

1. All prices shall be quoted in Bhutanese Ngultrum (BTN) and shall be paid in BTN.

## 14. Documents comprising the Technical Proposal

1. The Bidder shall furnish a work plan in simple bar chart and other information if provided in BDS, to demonstrate the adequacy of the Bidders proposal to meet the work requirements and the completion time.

## 15. Documents establishing the Qualification of the Bidder

1. To establish its qualification to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).

## 16. Bid Validity

1. Bids shall remain valid for the period specified in the BDS.

2. In exceptional circumstances, the Procuring Agency may request that the Bidders extend the period of validity for a specified additional period. The request and the Bidders responses shall be made in writing or by electronic mail. A Bidder may refuse the request without forfeiting the Bid Security. The refusal to extend the bid by the Bidder will make the bid invalid and shall not be further considered for evaluation and award.

## 17. Bid Securing Declaration

1. The Bidder shall sign Bid Securing Declaration in the form provided in the bidding documents accepting that they will be required to pay bid security amount specified in the BDS within five (5) days, if:

   (a) they withdraw or modify their Bids during the period of validity;
   (b) a bidder fails to accept the arithmetical corrections of its bid price; or
   (c) they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the bidding document.

2. Failure to pay bid security amount specified in BDS will lead to debarment of the bidder from being eligible to submit bids for contracts with all the government procuring agencies for the period prescribed in the Debarment Rules.

## 18. Format and Signing of Bids

1. The Bidder shall prepare one original of the documents comprising Signing of Bid clearly marked "ORIGINAL." In addition, the Bidder shall submit a copy of the Bid, clearly marked as "COPIES." In the event of any discrepancy between the original and any copies, or between the original paper form of the Bill of Quantities (or Activity Schedule in the case of lump sum Contracts) and the electronic version, the original shall prevail.

2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. Unsigned Form of Bid & BOQ shall make the bid non responsive. All pages of the Bid where entries or amendments have been made shall be initiated by the person or persons signing the Bid.

3. The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Procuring Agency, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the Bid.

## D. Submission and Opening of Bids

## 19. Sealing and Marking of Bids

1. Bidders may always submit their Bids by mail or by hand. The Bidder shall seal the original and all copies of the Bid, in separate inner envelopes contained within one outer envelope. All envelopes shall be sealed with adhesive or other sealant to prevent reopening.

2. The inner envelopes shall be signed across their seals by the person authorized to sign the bid on behalf of the Bidder; and be marked "ORIGINAL" and "COPIES".

3. The outer envelope shall be sealed with adhesive or other sealant to prevent reopening, be marked "Confidential"; be addressed to the Procuring Agency at the address provided in the BDS; bear the name and identification number of the Contract as defined in the BDS and SCC; and provide a warning not to open before the specified time and date for Bid opening.

4. The inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.

5. If the outer envelope is not sealed and marked as above, the Procuring Agency shall assume no responsibility for the misplacement or premature opening of the Bid.

## 20. Deadline for Submission of Bids

1. Bids shall be delivered to the Procuring Agency at the address specified above no later than the time and date specified in the BDS.

2. The Procuring Agency may extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the Procuring Agency and

the Bidders previously subject to the original deadline shall then be subject to the new deadline.

**21. Withdrawal, Substitution and Modification of Bids**

1. Bidders may withdraw, substitute or modify their Bids by giving notice in writing before the deadline of submission of Bids.

2. Each Bidder's withdrawal, substitution or modification notice shall be prepared, sealed, marked and delivered, with the outer and inner envelopes additionally marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION" as appropriate.

**22. Bid Opening**

1. The Procuring Agency shall open the Bids in the presence of the Bidders attending the Bid opening, including modifications or substitutions made pursuant to ITB Clause 21. Bidders or their representatives shall be allowed to attend and witness the Bid opening and shall sign a register evidencing their attendance.

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

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

## E. Evaluation of Bids

**23. Confidentiality**

1. Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Procuring Agency's processing of Bids or award decisions may result in the rejection of his Bid.

**24. Clarification**

1. The Procuring Agency may ask Bidders for clarification of their Bids in order to facilitate the examination and evaluation of Bids. The request for clarification and the response shall be in writing, and any changes in the prices or substance of the Bid shall not be sought, offered or permitted, except to confirm the correction of arithmetical errors discovered by the Procuring Agency in the evaluation of the Bids.

2. Following the opening of Bids and until the letter of Intent to award the Contract is issued no Bidder shall make any unsolicited communication to the Procuring

Agency or try in any way to influence the Procuring Agency's examination and evaluation of Bids which may result in the rejection of Bids. If any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.

## 25. Determination of Responsiveness

1. Prior to detailed evaluation of Bids, the Procuring Agency shall determine whether each Bid (a) meets the eligibility criteria defined in ITB clause 3; (b) has been properly signed; (c) is accompanied by the Bid Securing Declaration; and (d) is substantially responsive to the requirements of the Bidding Documents.

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

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

   b) limits in any substantial way, or is inconsistent with the Bid Document, the Procuring Agency's rights or the Bidder's obligations under the Contract; or

   c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

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

4. Missing/ Expired/ incomplete submission of documents like trade license, BCTA certificate, tax clearance certificate along with the bid should not become a rejection criteria, these do not include documents having bearing in the evaluation. The bidder should be given an opportunity to submit such documents during evaluation within a reasonable time specified by the evaluation committee, failing which the bid will be treated non-responsive. Any rejection due to non-responsiveness should be done after preliminary examination of the bids.

## 26. Non-Conformities, Errors and Omissions

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

2. Where there is a discrepancy between the amounts in figures and words, the amount in words will govern. If a Bidder refuses to accept the correction, its Bids shall be rejected. The Procuring Agency shall correct arithmetical errors on the following basis: if there is a discrepancy between the unit price and the line item total, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Agency 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.

## 27. Evaluation of Bids

1. The Procuring Agency shall evaluate and compare only those Bids determined to be substantially responsive to the requirements of the Bidding Document.

2. To evaluate a Bid, the Procuring Agency shall consider the following:

   (a) Correction of arithmetic errors;

   (b) Scrutinize abnormally low/high bids or seriously unbalanced and frontloaded bids; and

   (c) Where applicable, using the evaluation factors specified in Section 3, Evaluation and Qualification Criteria. If the bidders fail to comply or meet the requirements, the bid will be treated as non-responsive.

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

## 28. Abnormally Low/ High Bids

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

2. After revisiting the departmental estimate as provided in clause 28.1, if the Procuring Agency determines that the Bid offered by the Bidder is 20% below or above the Agency estimate, the Procuring Agency shall eliminate the Bid(s).

3. The process for determining the award shall be as outlined in ITB Clause 31.

## 29. Seriously Unbalanced/ Front loaded Bid

1. If the Bid that is evaluated as the Best Evaluated cost, is seriously unbalanced or front loaded in Procuring Agency's opinion, the Procuring Agency may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the Bidding Document.

2. After the evaluation of the information and detailed price analyses presented by the Bidder, the Procuring Agency may as appropriate:

(a) accept the Bid and increase the performance security from ten percent (10%) up to maximum of 30% of the initial contract price; However, the total performance security amount shall be limited to maximum of 30% of initial contract price; or

(b) reject the Bid.

## F. Award of Contract

### 30. Procuring Agency's Right to Accept any Bid and to Reject any or all Bids

1. The Procuring Agency reserves the right to accept or reject any Bid, reject all Bids, or to cancel the Bidding process, at any time prior to the Award of Contract, without thereby incurring any liability to the affected Bidders, the Bidder(s) shall however be informed with the justified reason(s) for cancellation or rejection.

### 31. Award Criteria

1. In accordance with ITB 28.1, once bids that are 20% lower or higher than the Department's estimate are eliminated, the remaining bids will be used to calculate the average bid price.
2. Having calculated the Average Bid price, the bid price closest, but less than average will be considered as the Best Bid Price.
3. The following shall be the basis for carrying out ranking of bidders after determining Best Bid Price:

(a) All other bidders get proportionally lower scores, including those with lower bids.

(b) This is a non-linear scoring approach, instead of rewarding lower bids blindly, it rewards those closest to a target benchmark.

(c) When Best Bid Price is more than Bidders quoted Price:

$$\frac{\textbf{Financial Bid quoted by the Bidder}}{\textbf{Best Bid Price}}$$

(d) When Best Bid Price is lesser than Bidders quoted Price:

$$\frac{\textbf{Best Bid Price}}{\textbf{Financial Bid quoted by the Bidder}}$$

4. The Procuring Agency shall award the Contract to the Bidders whose offer is substantially responsive to the Bidding Document, the Best price Bid and that has been determined to be the best evaluated Bid, provided that the Bidder is

qualified to perform the Contract and upon fulfilment of works in hand ceiling prescribed by the Bhutan Construction and Transport Authority.

**32. Tie- Bids:**

1. In the event of a tie in bid prices among two or more bidders, the Procuring Agency may adopt the measures to determine the award as specified in BDS.

**33. Letter of Intent to Award and standstill period**

1. The Procuring Agency shall notify the concerned Bidder whose Bid has been selected in writing (hereafter called the "Letter of Intent") that the Procuring Agency has intention to accept its Bid and the copy of this information shall be given to all other Bidders who have submitted the Bids. Such notification should be communicated in writing, to all the Bidders on the same day of dispatch.

2. If no Bidder submits complaint pursuant within a period of five (5) days of receipt of the letter of intent for Open Tendering Method and within (2) days for Limited Tendering Method, the Bidder whose Bid has been accepted shall be notified in writing of the award by the Procuring Agency prior to expiration of the Bid validity period. This notification letter (hereinafter called the "Letter of Acceptance") shall state the sum that the Procuring Agency shall pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

**34. Performance Security**

1. Within seven (7) working days after receipt of the Letter of Acceptance the successful Bidder shall deliver to the Procuring Agency a Performance Security in which shall be 10% (Ten) Percent of the Contract Price and in any of the following security form:

   (a) unconditional bank guarantee in the form provided for in Section IX, Contract Forms, or another form acceptable to the Procuring agency;

   (b) banker's certified cheque/ cash warrant; or

   (c) demand draft.

2. The Performance Security shall be valid until thirty (30) days from the date of issue of the Certificate of Completion.

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

**35. Signing of Contract**

1. Upon the furnishing by the successful Bidder of the Performance Security, the Procuring Agency shall notify all other Bidders of the results of the Bidding and

shall publish a notification of award on the Procuring Agency's website. The notifications to all other Bidders shall include the following information:

(a) the Bid and lot numbers;

(b) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and

(c) the date of the award decision.

2. The Letter of Acceptance shall constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security and signing the Contract. It shall be accompanied by two originals of the Contract in the form provided in Section V– Forms of Bid, Qualification Information, Letter of Acceptance, and Contract.

3. The Contract shall incorporate all agreements between the Procuring Agency and the successful Bidder. It shall be signed by the Procuring Agency and sent to the successful Bidder with the Letter of Acceptance. Within seven (7) working days of receipt, the successful Bidder shall sign the Contract and deliver it to the Procuring Agency.

**36. Issuance of work Order**

1. After the signing of contract, the work order shall be sent to the contractor indicating the commencement of the project. Normally 10 working days upon issuance of the work order, however, based on the nature and complexity of the project, longer duration may be given.

**37. Debriefing by the Procuring Agency**

1. On receipt of the Procuring Agency's Letter of Intention to Award, an unsuccessful Bidder has five (5) days to make a written request to the Procuring Agency for a debriefing. The Purpose of debriefing is to inform the aggrieved Bidder of the reasons for lack of success, pointing out the specific shortcomings in its Bid without disclosing contents of other Bids.

2. Where a request for debriefing is received within the deadline, the Procuring Agency shall provide a debriefing within five (5) days.

3. The Procuring Agency shall discuss only such Bid and not the Bids of other competitors. The debriefing shall not include point-by-point comparisons with another Bid; and information that is confidential or commercially sensitive to other Bidders.

**38. Complaint and Review**

1. If the Bidder has or is likely to suffer, loss or injury due to breach of a duty imposed on the Procuring Agency by the provisions of this Bidding Document, the Bidder shall submit the complaint in writing to the Procuring Agency within five (5) days for Open Tendering Method and two (2) days for Limited Tendering Method from the date of Letter of Intent to Award.

2. The Head of Procuring Agency shall, within Five (5) days after the submission of the complaint, issue a written decision.

3. The aggrieved bidder must submit a detailed grievance along with all supporting documents which shall be one time. The Procuring Agency, while reviewing the grievance, must ensure a proper review and issue a timely decision. No further correspondence will be entertained from either party.

4. The Bidder may appeal to the Independent Review Body within three (3) days of the decision of the Head of the Procuring Agency or, where no such decision has been taken, within Eleven (11) days of the original complaint and the copy of the appeal shall be given to Procuring Agency on the same day.

5. Once the appeal copy is received by the Procuring Agency, it shall not proceed further with the procurement process until receipt of notification from the Independent Review Body Secretariat.

| SECTION 2: BIDDING DATA SHEET | |
|---|---|
| **A. General** | |
| ITB Clause | Amendment of, and Supplements to, Clauses in the Instructions to Bidders |
| ITB 1.1 | The Procuring Agency is ***[Bhutan Broadcasting Service Corporation Limited]***<br>The Name and Identification of the Contract is/are ***[Construction of RCC gate, Security Guard House, RMM Wall, Development of porch area, Blacktopping of parking area, Installation of Automatic Boom Barrier Sliding folding gate system, and modification of the main entrance gate]***<br>The Works are ***[detailed in attached BOQ]*** |
| ITB 3.1 | The category of contractor is: ***[*Small**]** |
| **B. Bidding Documents** | |
| ITB 6.1 | For clarification of Tenders purposes only, the Procuring Agency's Address is:<br>Attention: ***[Procurement Officer]***<br>Address: ***[Bhutan Broadcasting Service Corporation Limited]***<br>Mobile/Telephone: [02-322600]<br>E-mail address:<br>***[procurementbbs.bt@gmail.com/jamyangdema@gmail.com]*** |
| **C. Preparation of Bids** | |
| ITB 10.1 | The language of the Bid is:*[English]* |
| ITB 14.1 | A simple bar chart is not required |
| ITB 16.1 | The Bid shall be valid up to: ***[30] days*** |
| ITB 17.2 | The Bid Security shall be equivalent to **2% of the Contract Price** and shall be submitted in the form of a cash warrant, demand draft, or an unconditional Bank Guarantee issued by a financial institution located in Bhutan.<br><br>The Bid Security shall be furnished along with the bid and made in favour of the **Chief Executive Officer, BBSCL**.<br><br>The Bid Security shall remain valid for a period of minimum **two (2) months** from the date of bid submission. |
| ITB 18.1 | In addition to original bid, the Bidder shall submit a **copy of the Bid**, clearly marked as "COPIES |
| **D. Submission and Opening of Bids** | |
| ITB 19.3 (e) | The warning shall read "DO NOT OPEN BEFORE *[13th November 2026, 11:00 AM]*" |
| ITB 20.1 | The outer envelopes shall be addressed to: ***[Manager, Corporate Services Department]***<br>***The deadline for the submission of Tender is: 13th November 2026 at 10:30 AM*** |

| | |
|---|---|
| ITB 22.1 | The Bid opening shall take place on the same day as the closing day of the Bid submission at: ***[Procurement room] Date: [13th November 2026]; Time: [11:00AM]*** |
| ITB 32.1 | In the event of a tie in bid prices among two or more bidders, the Procuring Agency may adopt the following measures to determine the award:<br>*[Assessment of Past Performance or Relevant Experience: Preference may be given to the bidder demonstrating superior past performance or relevant experience in similar assignments, as evidenced through prior evaluations or contract records; OR*<br>*Use of a Random Selection Method: Where the tied bidders are equally qualified and agreeable, the Procuring Agency may resort to a transparent and documented method such as a coin toss or drawing of lots to determine the successful bidder, OR*<br>*any other criteria]* |
| **E. Award of the contract** | |
| ITB 34.1 | The amount of Performance Security shall be [10] percent of the Contract Price. |

## SECTION 3: EVALUATION AND QUALIFICATION CRITERIA

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

### Qualification Criteria

Based on the nature of the project, where applicable, the following qualification criteria may be specified and deleted if not required.

1. **Key Personnel**

| **Sl. No** | **Position** | **Qualification** | **Number of Years of relevant Experience** |
|---|---|---|---|
| | *to be filled by PA* | *to be filled by PA* | *to be filled by PA* |
| | | | |
| | | | |

2. **Equipment**

| **Sl. No** | **Equipment Type** | **Number Required** |
|---|---|---|
| | *to be filled by PA* | *to be filled by PA* |
| | | |
| | | |

3. **Any other criteria**

## SECTION 4: BILL OF QUANTITIES (BOQ)

| Item no. | Description | Unit | Quantity | Rate | Amount [in figures] | Amount [in words] |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | BOQ Attached | | | | | |
| | | | | | | |
| | | | | | | |
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| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | Total | |

## SECTION 5: DRAWINGS

### Notes on Drawings

*Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.*

## SECTION 6: BIDDING FORMS

### 1. Integrity Pact

1. **General:**
   Whereas *Dorji Tashi, Chief Executive Officer with power of attorney)* representing the *(BBSCL),* Royal Government of Bhutan, hereinafter referred to as the "Procuring Agency" on one part, and *(……., with power of attorney)* representing M/s. (……), hereinafter referred to as the **"Bidder"** on the other part hereby execute this agreement as follows:

   This agreement shall be a part of the Standard Bidding Document, which shall be signed by both the parties and submitted along with the tender document.

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

   1. Enabling the Procuring Agency to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and

   2. Enabling Bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

3. **Scope:**

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

4. **Commitments of the Procuring Agency:**

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

   2. The Procuring Agency further confirms that its officials shall not favor any prospective Bidder in any form that could afford an undue advantage to that

particular Bidder in the Bidding process and contract administration and will treat all Bidders alike.

3. Officials of the Procuring Agency, who may have observed or noticed or have reasonable suspicion, shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.

4. Following report on violation of clauses 4.1 and 4.2 by official(s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Procuring Agency and such a person shall be debarred from further dealings related to the Bidding process and contract administration.

5. **Commitments of Bidders**

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

1. The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Procuring Agency, connected directly or indirectly with the Bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding process and contract administration.

2. The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the Bidding process and contract administration.

3. If the Bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the Procuring Agency or other Bidders, the Bidder shall report such violations to the head of the Procuring Agency.

6. **Sanctions for Violation:**

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

1. The breach of the IP or commission of any offence (forgery, providing false information, mis- representation, providing false/fake documents, Bid rigging,

Bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including Debarment Rules.

2. The breach of the IP or commission of any offence by the officials of the Procuring Agency shall be dealt with as per the rules and laws of the land in vogue.

7. **Monitoring and Administration:**

1. The respective Procuring Agency shall be responsible for administration and monitoring of the IP as per the relevant laws.

2. The Bidder shall have the right to appeal/setting aside as per the arbitration mechanism contained in the relevant rules.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it.

Authorized Signature wit affix legal stamp

Name and Title of Signatory:

Name of Bidder:

**2. Contractor's Bid**

Identification No. and Title of Contract: *[……]*

To:

1. Having examined all the Bidding Documents, including addenda (if any), we offer to execute the contract in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of [*……..].*
2. This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.
3. We hereby confirm that this Bid complies with the Bid validity and Bid Securing declaration required by the Bidding Documents and specified in the Bidding Data Sheet.
4. We, including any subcontractors for any part of the Contract, have nationalities from eligible countries in accordance with BDS;
5. We have no conflict of interest;
6. We abide by the Integrity Pact terms and conditions;
7. In case if I withdraw my Bid after opening for whatsoever reasons, I agree to the forfeiture of the Bid Security amount as per the bid securing declaration terms and conditions and will authorize the competent authority to debar my firm in case I fail to deposit the bid security amount.

Authorized Signature: _____

Name and Title of Signatory:_____

Name of Bidder:_____

**3. Bid Securing Declaration**

Date:_____

We, the undersigned, declare that:

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

We accept that we are required to pay the Bid Security amount specified in the Bidding Data Sheet within 5 days of your instruction and failure to do so will debar us from being eligible for Bidding in any contract with all the Government Procuring Agencies for the period prescribed in the Debarment Rules if we are in breach of our obligation(s) under the Bid conditions, because we:

(a) have withdrawn our Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or

(b) having not accepted the correction of errors in accordance with the Instructions to Bidders ITB; or

(c) Having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid validity, (i) fail or refuse to furnish the performance security in accordance with the ITB, or (ii) fail or refuse to execute the Contract in accordance with the ITB.

The procuring agency has the authority to immediately go to the next bidder, once the notice is served to the defaulting bidder.

Authorized Signature: _____

Name and Title of Signatory:_____

Name of Bidder:_____

**4. Bidder Information Form**

| |
|---|
| Bidder's name: |
| Bidder's actual or intended country of registration: |
| Bidder's actual or intended year of incorporation: |
| Bidder's legal address [in country of registration]: |
| Bidder's authorized representative information:<br>Name: _____<br>Address:_____<br>Mobile/Telephone:_____<br>E-mail address: _____ |
| Attached are copies of original documents of:<br><br>- BCTA Certificate<br>- Trade License<br>- Self-Declaration/ Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder |

**5. Evaluation and Qualification Form**

**Proposed Key Personnel:**

| Sl. No | Name | Position | Qualification | Number of Years of relevant Experience |
|---|---|---|---|---|
| *1* | *to be filled by bidder* | *to be filled by bidder* | *to be filled by bidder* | *to be filled by bidder* |
| | | | | |

**Documents Required:**

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

1. If any HR found to be engaged during the evaluation process, the bid will be treated non-responsive.
2. Copies of signed CV of technical manpower using the standard CV format committed along with Academic transcripts. The year of experience shall be based on the past experience specified in the CV. Provisional certificate shall be accepted up to one year from date of graduation.
3. Copies of Citizenship ID Cards or work permit/ Passport/ Election/ Voter ID cards (for foreign workers) of all manpower committed.
4. Copies of contract agreements with all personnel if they have been hired on contract by the contractor.
5. Copies of Provident Fund Account Documents for all personnel or payrolls or Copies of monthly remittance schedule of Health Contribution and Tax Deducted at Source for all personnel committed for with monthly gross income of Nu. 25,000 and more.

**Proposed Equipment:**

| Sl. No | Equipment Type | Number Required |
|---|---|---|
| 1 | *to be filled by PA* | *to be filled by PA* |
| | | |

**Documents Required:**

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

1. If any equipment is found to be engaged during the evaluation process, the bid will be treated non-responsive.
2. In case the equipment is owned, not required to submit Registration Certificate and insurance copies, just provide the type of equipment and registration number.
3. In case of hiring of equipment, copy of the lease agreement with details of owner and registration number specific to the Tender; and
4. In case of equipment that does not require registration with BCTA, verification letter issued by Construction Association of Bhutan (CAB) valid for a period of 2 years until submission of tender.

## SECTION 7: GENERAL CONDITIONS OF CONTRACT

### A. GENERAL

### 1. Definitions

1. **Completion Certificate** means the Certificate issued by the Project Manager as evidence that the Contractor has executed the Works in all respects as per drawing, specifications, and Conditions of Contract.
2. **Completion Date** is the date of completion of the Works as certified by the Procuring agency.
3. **Contract** means the Agreement entered into between the Procuring Agency and the Contractor to execute, complete and maintain the Works.
4. **Contractor** means the person or corporate body who's Tender to carry out the Works has been accepted by the Procuring Agency and is named as such in the SCC.
5. **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
6. **Contractor's Bid** is the completed Bid Document including the priced offer submitted by the Contractor to the Procuring Agency.
7. **Days** mean calendar days.
8. **Defect** is any part of the Works not completed in accordance with the Contract.
9. **Intended Completion Date** is the date specified in the SCC on which the Contractor shall complete the Works and may be revised if extension of time or an acceleration order is issued by the Project Manager.
10. **Procuring Agency** is the party named in the SCC who employs the Contractor to carry out the Works.
11. **Project Manager** is the person named in the SCC (or any other competent person appointed by the Procuring Agency and notified to the Contractor, to act in replacement of the Procuring Agency) who is responsible for supervising the execution of the Works and administering the Contract.
12. **Site** is the area defined as such in the SCC.
13. **Variation** is an instruction given by the Project Manager which varies the Works.
14. **Works** are what the Contract requires the Contractor to construct, install, and hand over to the Procuring Agency, as defined in the SCC.

### 2. Interpretation & Documents forming the Contract

1. In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed part

thereof or be taken into consideration in the interpretation of the Contract. Words have their normal meaning under the language of the Contract unless specifically defined.

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

   (a) The signed Contract Agreement;
   (b) The Letter of Acceptance;
   (c) Contractors Bid;
   (d) The Special Conditions of Contract;
   (e) The General Conditions of Contract;
   (f) Specification;
   (g) The Drawings; and
   (h) Any other document listed in the SCC as forming part of the Contract.

## 3. Corrupt Practices

1. If the Procuring Agency determines that the Contractor has engaged in corruptive practices in executing the Contract then the Procuring Agency may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site.

2. Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the execution of the Works, then that employee shall be removed and replaced.

3. All instances of corruption in procurement must be reported to the Anti-Corruption Commission(ACC) of Bhutan for investigation and necessary action in accordance with relevant laws.

## 4. Governing Language and Law

1. The language of the Contract and the law governing the Contract are stated in the SCC.

## 5. Project Manager's Decision

1. Except where otherwise specifically stated in the SCC, the Project Manager will decide Contractual matters between the Procuring Agency and the Contractor in the role as representative of the Procuring Agency.

## 6. Delegation

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

## 7. Communications and Notices

1. Communications between parties that are referred to in the Conditions shall be effective only when in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission to the address specified in SCC. A notice shall be effective only when it is delivered.

## 8. Contractor's Personnel & Equipment

1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as per the requirement set by the Procuring Agency to carry out the functions stated in the Schedule, or other personnel approved by the Project Manager. Similarly, the contractor shall deploy all committed equipment at site as and when required by the Procuring Agency. Failure to deploy the specified personnel or equipment may result in deductions at the rates stipulated in the SCC. If the Contractor does not address such deficiencies within a reasonable time ascertained by the Project Manager as per the scheduled activity and in the best interest of the project, it will constitute a fundamental breach of contract.

## 9. Welfare of Labourers & Child Labour

1. The Contractor shall provide proper accommodation to his labourers and arrange proper water supply, conservancy, and sanitation arrangements at the site in accordance with relevant regulations, rules and orders of the government.

2. The Contractor shall comply with the applicable minimum age, labour laws and requirements of (including applicable treaties which have been ratified by) the Government of Bhutan regarding hazardous forms of child labour.

## 10. Safety Security and Protection of the Environment

1. The Contractor and the procuring agency shall comply with Occupational Health and Safety related regulations for the safety of all activities on the Site.

2. The Contractor shall comply with all applicable safety regulations for the adequacy and safety of site operations and methods of construction and he shall adopt measures to prevent injuries to persons or damage to properties or utilities. He shall avoid undue interference with private business, public travel, or with the work of other contractors. He shall take steps to protect the environment and to minimize noise, pollution, or other undesirable effects resulting from his method of operation.

## 11. Access to the Site

1. The Contractor shall allow the Engineer and any person authorised 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.

## 12. Documents & Information

1. The Contractor shall furnish to the Project Manager all information, schedules, calculations and supporting documents that may be requested.

## 13. Property

1. All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Procuring Agency if the contract is terminated because of a Contractor's default: Plants and equipment will be released after due payment of compensations.

## 14. Insurance

1. The Contractor shall provide, in the joint names of the Procuring Agency and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC.

2. The Contractor shall deliver policies and certificates of insurance to the Project Manager, for the Engineer's approval, before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred. Payments received from insurers shall be used for the rectification of loss or damage.

3. If the Contractor does not provide any of the policies and certificates required, the Procuring Agency may affect the insurance which the Contractor should have provided and recover the premiums the Procuring Agency had paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

# B. Time Control

## 15. Commencement and completion of Works

1. The Contractor may commence execution of the Works as per the date stipulated in the Work Order.

2. The Contractor shall complete the Works within the number of days stated in the SCC from the date of commencing the Works on the Site.

## 16. Programme of Works

1. Within the time stated in the SCC, which shall not be more than fifteen (15) days, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval of a Work Plan showing the general methods, arrangements, order and timing for all the activities in the Works. The contractor shall submit to the Project Manager for approval an updated Programme at intervals no longer than the period stated in the SCC.

## 17. Possession of the Site

1. The Procuring Agency shall give possession of the Site, or parts of the Site, to the Contractor on the date(s) specified in the SCC.

## 18. Early Warning

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.

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.

3. If the Contractor considers himself to be entitled to any extension of Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.

4. If the Contractor fails to give notice of a claim within such a period of 30 days, the Procuring Agency shall be discharged from all liability in connection with the claim.

## 19. Schedule of Works

1. The Schedule of Works will contain rates for all items for the construction including temporary works, installation, testing, and commissioning work to be done by the Contractor.

2. The Contractor shall be paid for the quantity of the work done at the rate in the Contract Agreement for each item.

3. The Contractor shall be entirely responsible for all taxes, duties, license fees, and other such levies imposed outside and inside Bhutan.

## 20. Compensation Events allowing time extension

1. The following shall be Compensation Events allowing for time extension:

   (a) The Procuring Agency does not give access to a part of the Site by the extension Site Possession Date pursuant to GCC Sub-Clause 17.1.

(b) The Procuring Agency 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 gives an instruction for dealing with an unforeseen condition, caused by the Procuring Agency, or additional work required for safety or other reasons.

(g) Other contractors, public authorities, utilities or the Procuring Agency do not work within the dates and other constraints stated in the Contract, and they cause delay.

(h) Other Compensation Events described in the SCC or determined by the Procuring Agency and Force Majeure. "Force Majeure" means an exceptional event or circumstance:

i. which is beyond a Party's control;

ii. which such Party could not reasonably have provided against before entering into the Contract;

iii. which, having arisen, such Party could not reasonably have avoided or overcome; and

iv. which is not substantially attributable to the other Party.

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (i) to (iv) above are satisfied:

(i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;

(ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war;

(iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel;

(iv) 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/or

(v) natural catastrophes such as earthquake, hurricane, typhoon. Glacial Lake Outburst Floods or volcanic activity.

However, force majeure may not include the following unless determined as exceptional event or circumstances:

(i) rainfall;
(ii) snowfall;
(iii) strikes in other countries;
(iv) non-availability of laborer and materials such as timbers; boulders, sand, and other materials; and/or
(v) difficulty and risky terrain and remoteness of site

2. The exceptional event or circumstances provided in GCC clause 20.1 (h) which do not come within purview of Force Majeure requires approval of the Tender committee with justification for the approval of compensation.

3. If a Compensation Event would prevent the work being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Intended Completion Date shall be extended.

4. The Contractor shall not be entitled to compensation to the extent that the Procuring Agency's interests are adversely affected by the Contractor not having given early warning.

## C. Cost Control

### 21. Payment Certificates

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. The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor latest by twenty five (25) days from the date of receipt of contractor's monthly statement in correct and complete form.

2. The value of work executed shall be determined by the Project Manager.

3. The value of work executed shall comprise the value of the quantities of the items in the Schedule of Works completed.

4. The value of work executed shall include the valuation of Variations, Certified Day works and Compensation Events.

5. The Project Manager may exclude any item certified in previous certificates or reduce the proportion of any item previously certified in any certificate in the light of later information.

### 22. Payment

1. Payments shall be adjusted for deductions for advance payments, taxes, retention money and any other dues. The Procuring Agency shall pay the Contractor within twenty five (25) days from the date of receipt of correct and verified bills/invoices in complete form by the Finance Section.

2. If the Procuring Agency makes a late payment, the Contractor shall be paid interest only on the late payment amount 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 overdraft facilities availed from respective financial institutes.

3. If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall not be paid interest upon the delayed payment as set out in this clause.

4. Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

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

**23. Non-Scheduled Items of Works**

1. The Contractor shall be paid for non-scheduled items of works only when the Project Manager approves such works at the rates and in the manner stated in the SCC.

**24. Bill of Quantities**

1. The Bill of Quantities shall contain items for the construction, installation, testing and commissioning work to be done by the Contractor.

2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item. The work done shall be acceptable and fit for purpose.

**25. Performance Security**

1. Prior to signing of contract, the contractor should have furnished performance security. Following the successful completion of the Contract, the Procuring Agency shall return the Performance Security to the Contractor within ten (10) days of receipt of the Certificate of Completion.

2. The Procuring Agency reserves the right to encash the Performance Security in order to prevent its lapse, in the event the contractor fails to extend its validity. The Project Manager shall issue a formal reminder to the contractor at least thirty (30) days prior to the expiry date, thereby allowing the contractor a period of twenty-one (21) days to effect the required extension. Should the contractor fail to comply within this timeframe, the Project Manager shall notify the relevant Financial Institution of the intent to encash the Performance Security no later than seven (7) days prior to its expiration, to ensure the security remains enforceable.

3. The Performance Security (including additional Performance Security under seriously unbalanced and/or frontloaded Bid) shall be payable to the Procuring Agency as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract. However, the performance security shall not be forfeited outrightly.

**26. Mobilization Advance**

1. The Procuring Agency shall make Mobilization advance payment of Ten percent (10%) to the Contractor against provision by the Contractor of an Unconditional Bank Guarantee in the form and by a bank acceptable to the Procuring Agency 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.

2. The Contractor is to use the Mobilization advance only to pay for Equipment, Plant, Materials and mobilization expenses required specifically for execution of the Contract. The contractor shall demonstrate that advance has been used in this way by supplying copies of invoices or other documents to the project manager. The Manager shall encash the advance guarantee if the contractor is in breach of its obligation by using the advance payment for purposes other than the costs of mobilization in respect of the works.

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. The Mobilization Advance shall be recovered when eighty percent (80%) of the contract is executed. 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

**27. Secured Advance**

1. The secured advances shall be paid to the contractor as specified in SCC on the following conditions:

(a) The materials shall be in accordance with the specifications and shall not be in excess of the requirements;

(b) The materials shall be delivered at the site of the works, properly stored and protected against loss, damage or deterioration;

(c) A declaration shall be given by the contractor passing on the lien on the rights of the materials to the Procuring Agency;

(d) The amount of the secured advance may be seventy five percent (75%) of the cost of materials delivered at the site of works which shall be supported by the original invoices/bills from the suppliers. All materials imported from other countries shall be supported by Bhutan Sales Tax Receipts or Customs Clearance. In case of fabrication works off site, secured advance may be paid to the Contractor after site inspection is carried out by the Procuring Agency at the cost of the contractor, submission of proof of payment (work order) and submission of supply order.

2. The secured advance shall be recovered from the interim progress payments in the months in which these materials are used in the works and and should be recovered by the time 80% of works are completed. 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.

**28. Changes in the Quantities**

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

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

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

2. Any approval for changes in quantities shall require the endorsement of the Tender Committee.

3. 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.

**29. Variations**

1. The Project Manager shall order any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary. Each variation may include, but is not limited to, any of the following:

   (a) increase or decrease in the quantity of any work included in the Contract;
   (b) omission of any item of work;
   (c) change in the character or quality or kind of any such work;
   (d) change in the levels, lines, position and dimensions of any part of the works;
   (e) additional work of any kind, provided its within the scope of present work;
   (f) change in any specified sequence or timing of construction activities.

2. Additional works may be awarded without a new procurement procedure up to 25% of the initial contract price, under specific conditions:

   (a) must be for unforeseen circumstances and not due to lack of comprehensive planning and cannot be fundamentally different from the original contract. If additional works alter the fundamental nature or objectives of the project, a new procurement process must be initiated.

   (b) formal approval shall be sought from the Tender Committee, subject to availability of budget and before the implementation of the additional works. No post facto approval shall be entertained.

3. The Project Manager shall make any such variation by issuing written instructions to the Contractor and ensure that such variations are duly noted in the Site Order Register. A variation made shall not, in any way, vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with GCC Clause 28.

4. The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Project Manager stating (with supporting particulars) that:

   (a) the Contractor cannot readily obtain the Goods required for the Variation, or
   (b) such Variation triggers a substantial change in the sequence of the progress of the Works. Upon receiving this notice, the Project Manager shall cancel, confirm or vary the instruction.

**30. Payments for variations**

1. The Contractor shall provide the Project Manager with the analyzed rate for carrying out the Variation when requested to do so by the Project Manager. The Project

Manager shall assess the analyzed rates, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

2. If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of Project Manager, the quantity of work above the limit stated in GCC Sub-Clause 28.1 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.

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.

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.

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

**31. Retention Money**

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

2. In case of contract duration less than 12 months, the Retention Money shall be returned to the contractor on completion of the assignment under the contract against the submission of an unconditional guarantee issued by a reputed financial institution and acceptable to the Procuring Agency which shall be valid till issuance of no defect liability certificate.

3. In case of contracts of duration more than 12 months when fifty percent (50%) of the work is complete, the Retention Money shall be returned to the contractor against the submission of an unconditional guarantee issued by a reputed financial institution and acceptable to the Procuring Agency. Such a guarantee shall be valid until the issue of a No Defects Liability Certificate. The remaining fifty percent (50%) may be returned to the contractor on completion of the assignment.

4. If the contractor fails to remedy any reported defect within the Defects Liability Period, the Procuring Agency shall withhold the payment or realize claims from the guarantee, of an amount, which in the opinion of the Procuring Agency, represent the cost of the defects to be remedied.

5. The Retention Money or the balance of it shall be discharged and returned to the contractor within fourteen (14) days of the issue of the No Defects Liability Certificate.

6. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defect liability period shall be remedied by the Contractor at the Contractor's cost, if the loss or damage arises from the Contractor's act or omission.

## 32. Liquidated Damages

1. The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day delay later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the ten percent (10%) of the Initial Contract Price. The Procuring Agency may deduct liquidated damages from payments due to the Contractor.

## 33. Price Adjustment

1. If during the contract, there is an increase or decrease in the cost of materials as reflected by the Material Index Numbers published by the National Statistical Bureau (NSB). Until NSB comes up with the Material Index for the Royal Government of Bhutan, the Wholesale Price- Index (all commodities) for Materials shall be used for the purpose of this clause.

2. The price adjustments shall be mandatorily applicable for contract duration of more than twelve (12) months. Irrespective of the duration of contract, no price adjustments shall be allowed for the works and supplies made within the first twelve (12) months of any contract.

3. A corresponding increase or decrease in the payment to the contractor or recoverable from the Contractor shall be effected on the basis of the following formulae, such calculation being done for every successive period of 3 months for contract durations more than 12 months.

$$V = Wx0.80x0.75 \times (M-M0)/M0$$

where:

V= amount of variation for materials payable to/recoverable from the contractor for the period under review;
W= value of the work done during the period under review minus (amount of secured advance recovered in the same period + value of works executed under variations for which the variations are paid in the new rate);
M0 = Material Index for the month in which the tender was submitted;
M = the average value of the above Index Number for the 3 months period under review;

4. To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

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

## D. Completion of the Contract

### 34. Completion and Taking Over

1. Upon completion of the works, the Contractor shall submit a completion report to the Project Manager, informing that the works have been completed and requesting for issuance of Certificate of Completion.

2. Upon receipt of the completion report from the Contractor, the Project Manager shall notify the Procuring Agency and undertake the handing-taking procedures within fourteen (14) days.

3. Following the completion of the handing-taking procedures, the Contractor and the Project Manager shall jointly conduct the final measurement of works within seven (7) days. In the event the Contractor fails to be present for the joint measurement despite being duly notified in writing, the Procuring Agency shall proceed with the measurement in the absence of the Contractor, and such measurement shall be deemed final and binding upon the Contractor.

4. The Completion Certificate shall be issued only upon the finalization of the contract amount, based on the results of the final measurement. Thereafter, the Procuring Agency shall promptly update the completion status and the APS Rating within fourteen (14) days in the e-Tool or Ci-NET system, as applicable.

5. An on-time completion out of a total of thirty percent (30%) scoring shall be done by the Procuring Agency. The contractor shall be penalized under this component if he fails to deliver the project as per the initial time-lines committed in the Program. The Project Manager shall rate the contractor using the Average Performance Score (APS) Conditions and Forms issued by the Ministry of Finance.

6. The Project Manager at the end of the Contract shall rate the contractor using the Average Performance Score (APS) on Quality out of a total of 70 points using the Average Performance Score (APS) Conditions and Forms issued by the Ministry of Finance.

7. The contractor shall Mandatory put up a Plaque after completion of work with the following details: Name of Contractor; BCTA Certification no.; Contract Amount; Contract duration; and Name of the Procuring agency.

## 35. Defect Liability Period and Correction of Defects

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 SCC. The Defects Liability Period shall be extended for as long as the Defects remain to be corrected.

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

## 36. Final Account

1. The Contractor shall supply the Project Manager a detailed account of the total amount that the Contractor considers payable under the Contract. The Project Manager shall certify any final payment that is due to the Contractor within fifteen (15) days of receiving the Contractor's account if it is correct and complete.

2. The Procuring Agency shall effect payment of the final account within ten (10) days from the date of certification by the Project Manager.

## 37. Termination by Fundamental Breach of Contract by Parties

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

   (a) The Contractor stops work for more than thirty (30) days when no stoppage of work is shown on the current Programme and the stoppage has not been authorised by the Project Manager;

   (b) 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;

   (c) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of Liquidated Damages can be paid;

   (d) the Contractor, in the judgment of the Procuring Agency, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract; and

   (e) a payment certified by the Project Manager is not paid to the Contractor by the Procuring agency within sixty (60) days of the date of the Project Manager's certificate.

   (f) the Procuring Agency or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

2. 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 Sub-Clause 37.1 above, the Project Manager shall decide whether the breach is fundamental or not.

## 38. Notice Prior to Termination

1. The Procuring Agency or the contractor shall give notice of a breach of contract for causes requiring either party to remedy the same within Thirty (30) days of its receipt of such notice.
2. If the Contractor or the Procuring Agency fails to take steps to remedy the same or is still unable to carry out any of its obligations under the Contract , then the Procuring Agency or contractor may terminate the Contract by giving a notice of termination.
3. 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.
4. Following the termination of contract, the Procuring Agency may at its discretion decide to retender the works, award directly or execute the works departmentally.

## 39. Termination for Convenience

1. The following circumstances may constitute sufficient grounds to terminate a contract for convenience:
   a. If physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible, as determined by the procuring agency;
   b. The procuring agency has determined the existence of conditions that make project implementation impractical and/or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws and government policies.

## 40. Payment Upon Termination

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 work not completed, representing the Procuring Agency's additional cost for completing the remaining Works is 20% up to a maximum of 10% of the Initial Contract Price. If the total amount due to the Procuring Agency exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor to the Procuring Agency.
2. Where the Performance Security has been enhanced beyond ten percent (10%) of the initial Contract Price due to the presence of seriously unbalanced or front-loaded bids, the Procuring Agency shall be entitled to recover an amount exceeding ten percent (10%) of the initial Contract Price. This recovery shall be limited to covering the additional costs incurred in completing the remaining scope of works.

3. The Procuring Agency shall be entitled to recover Liquidated Damages for delay up to the date of termination, as stipulated in this Contract. In addition, recover the value of work not completed at the time of termination which shall usually be twenty (20%) percent subject to a maximum limit of (10%) percent of the initial Contract Price.

4. The Performance Security shall be encashed to offset such sums as may be due, including Liquidated Damages and additional completion costs. However, such encashment shall be limited to the actual losses incurred by the Procuring Agency and shall not constitute an outright forfeiture.

5. If the Contract is terminated for the Procuring Agency's convenience or because of a fundamental breach of Contract by the Procuring Agency, 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. The Procuring Agency shall promptly pay to the contractor the amount of any loss of profit sustained by the contractor as a result of this termination.

6. If the project has been completed then deposit in an RGR account, otherwise 20% should be allowed to be used for the project, if the project is still in complete.

## 41. Release of Performance

1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Agency 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 afterwards to which a commitment was made.

## 42. Settlement of Disputes

1. In the event of any dispute or disagreement arising out of or in connection with the contract, the Procuring Agency and the Contractor shall exert all reasonable efforts to resolve the matter amicably through mutual consultation and dialogue.

2. If the dispute remains unresolved despite amicable means, the parties shall proceed to arbitration in accordance with the provisions specified in the SCC.

## 43. Continuation of work

1. The dispute shall not prohibit continuation of execution of the work unless injunction or any such orders are issued by the court of law or any other competent authority.

## SECTION 8: SPECIAL CONDITIONS OF CONTRACT

| Clause Ref | Amendments of, and Supplements to, Clauses in the GCC |
|---|---|
| | **A. General** |
| GCC 1(4) | The Contractor is [Small classes ]. |
| GCC 1(10) | The Procuring Agency is [**Bhutan Broadcasting Service Corporation Limited**]. |
| GCC 1(11) | The Project Manager is[ Mr. Namgay Wangdi, ESSD Manager, Technical and Engineering Department]<br>Site engineer is [Sonam Rinchen]**Civil Engineer, Technical and Engineering department**]. Contract number: +97577449454 |
| GCC 1(9) | The Intended Completion Date for the whole of the Works shall be [**6 months**]. |
| GCC 1(12) | The Site is located at [**Bhutan Broadcasting Service Corporation Limited, Chubachu, Thimphu**]. |
| GCC 1(14) | The Works are [***Construction of RCC gate, Security Guard House, RMM Wall, Development of porch area, Blacktopping of parking area, Installation of Automatic Boom Barrier Sliding folding gate system, and modification of the main entrance gate***] |
| GCC 2.2(h) | The additional documents forming part of this Contract are:<br>1. . Valid trade license 2. Valid Tax clearance 3. BTCA License |
| GCC 4.1 | The language of the contract is *[English].*<br>The law that applies to the Contract is the law of the Kingdom of Bhutan. |
| GCC 8.1 | Key Personnel: *[Not required]*<br>The amount to be deducted for the key personnel not employed by the contractor for each personnel is Nu. *[insert monthly salary of the personnel]*<br>The amount to be deducted for the equipment not available at site is Nu. [insert monthly hiring charges of the equipment] |
| GCC 14.1 | The minimum insurance amounts and deductibles shall be:<br>(a) Contractor's All-Risks insurance of the Works, Temporary Works, Contractor's Equipment, Plant, and unfixed Materials for not less than the Contract Price, with deductibles not exceeding the amount [specify amount] |
| | **B. Time Control** |

| | |
|---|---|
| GCC 16.1 | The Contractor shall submit for approval a Resource-Based Work Plan for the Works within *[number]* days from the date of the Letter of Acceptance. |
| GCC 17.1 | The Site Possession Date(s) shall be: *[insert location(s) and date(s)]*<br>The contractor shall erect an information board with details of *Name of Project, Project cost, Duration, Name of Procuring Agency and Name of Contractor* |
| **C. Cost Control** | |
| GCC 23.1 | The Contractor shall be paid for non-scheduled items of works only when the Project Manager approves such works at the rates [specify rates, if applicable] |
| GCC 32.1 | The liquidated damages for the whole of the Works are *[0.1%]* per day and the total amount is not to exceed ten percent (10%) of the Contract Price. |
| GCC 35.1 | The Defects Liability Period is: *[6 months] form the work completion date* |
| GCC 43.3 | Bhutan Alternative Dispute Resolution Centre (BADRC);<br>All disputes arising in connection with the present Contract shall be finally resolved by arbitration in accordance with the rules and procedures of the Bhutan Alternative Dispute Resolution Centre (BADRC). The arbitration award shall be final on the parties who shall be deemed to have accepted to carry out the resulting award without delay and to have waived their right to any form of appeal insofar as such waiver can validly be made. |

## SECTION 9: CONTRACT FORMS

### 1. Letter of Intent

*(Letterhead paper of the Procuring Agency)*

*(Insert date)*

*To ---------- [Name and address of the Contractor]*

This is to notify you that it is our intention to award the contract for your Bid dated [Insert date] for execution of the……. *[Insert name of the contract and identification number, as given in the BDS/SCC]* for the Contract Price of *[Insert amount in figure and words & name of the currency]* as corrected and modified *[if any corrections]* in accordance with the Instructions to Bidders.

Authorized Signature: ----------

Name and Title of Signatory: ----------

Name of Agency: ----------

*CC: [Insert name and address of all other Bidders who submitted the Bids]*

## 2. Letter of Acceptance

**Letter of Acceptance (LOA) of Tender/Proposal ID:**

**Contract No:**

To

Name:.....

Address:.....

This is to notify you that your Bid dated……for the execution of the Works for ……for the Contract Price of the equivalent of Nu.....(in words) in BTN, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to complete the following process within 7 working days.

(a) confirm your acceptance of this Letter of Acceptance;
(b) furnish the Performance Security; and
(c) execute the signing of the contract.

Authorized Signature:

[Name and Designation]

***Attachment: Contract***

**3. Contract Agreement**

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as respectively assigned to them in the General Conditions of Contract hereinafter referred to.

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

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

3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For the Procuring Agency — For the Contractor
*Signature*
*Name Title*
*In the presence of (Name and address)*

## 4. Performance Demand Bank Guarantee (Unconditional)

[The bank/successful Bidder providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets.]

[Bank's name, and address of issuing branch or office] **Beneficiary:**

[name and address of Procuring Agency] **Date:** [date]

**PERFORMANCE GUARANTEE No.:** [Performance Guarantee number]

We have been informed that [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the Contract] dated [date of Contract] 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 Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]), 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 you needing to prove or to show grounds for your demand or the sum specified therein.

This Guarantee shall expire no later than 30 days from the date of issuance of the Certificate of Completion, calculated based on a copy of such Certificate which shall be provided to us, or on the [number] day of [month], [year], whichever occurs first. Consequently, any demand for payment under this Guarantee must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this Guarantee for a period as required by the Procuring agency, in response to the Procuring Agency's written request for such extension, such request to be presented to the Guarantor before the expiry of the Guarantee.

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

## 5. Bank Guarantee for Advance Payment

*The **bank/successful Bidder** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets.*

[bank's name, and address of issuing branch or office] **Beneficiary:**
[name and address of Procuring Agency] Date: [date]
**ADVANCE PAYMENT GUARANTEE No.:** [number]

We have been informed that [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [date of Contract] 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 is to be made against an advance payment guarantee in the sum or sums indicated below.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us for your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract.

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 in its account number [account number] at [name and address of 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 [number] day of [month], [year],whichever is earlier. Consequently, any demand for payment under this Guarantee must be received by us at this office on or before that date. We agree to a one- time extension of this Guarantee as required by the Procuring agency, in response to the Procuring Agency's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

[insert signature(s) of authorized representative(s) of bank]