

Natural Resources Development Corporation Limited
Rinpung Regional Office : Langjuphakha



Bidding documents for Nimashong Scientific Thinning Operation under Kawang Gewog, Thimphu Dzongkhag.

Name of the Bidder:

.....

Address:

.....

Money Receipt No.:Date:

.....

Period of sale: : 17th July to 4th August, 2026

TERMS AND CONDITIONS FOR Nimashong Scientific Thinning Operation.

1. Sealed tenders are invited from the interested national contractors holding valid logging licenses issued by the Department of Trade and Commerce for timber harvesting and transportation from Nimashong Scientific Thinning Area in the tabulated format below:

Sl.No.	Item of works	Volume in Cft	Rate per cft in Nu.	Remarks
01	Felling crosscutting and dressing	200,000.000		Aproximate
02	Cable craning up to road head	-do-	20.00	Existing rate
03	Loading at the site	-do-	4.45	Departmental
04	Transportation from road head to export exit depot Toorsa, Phuntsholing	-do-		
05	Total	200,000.00		

Important Note: Since the operation is in package, the final evaluation shall be carried out base on total Cost Per cft up to Toorsa depot. Total cost per cft = (cost of road construction/200,000.00 cft +extraction cost per cft up to Toorsa).

2. Eligibility

- 2.1. The bidder should have One (1) Excavator, One JCB Backhoe and Two (2) Trucks (with carrying capacity of 8 m3) owned in his or her name. Original Blue Book to be produced during tender opening.
- 2.2. A minimum of 2 cable crane winch Machines in good working conditions along with operators and crews. It could be owned by the bidder(s) or hired from other sources
- 2.3. Three Power Chain Saws and Operators stationed at the site until the completion of contract.

3. A bidder shall be excluded, if:

- 3.1. he is insolvent or is in receivership is bankrupt or is in the process of being wound up, or has entered into an arrangement with his creditors; or
- 3.2. his affairs are being administered by a court, judicial officer, or appointed liquidator/legal dispute; or
- 3.3. he has suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or
- 3.4. he has been found guilty of professional misconduct by a recognized tribunal or professional body; or
- 3.5. he has not fulfilled his obligations with regard to the payment of taxes, social security, or other payments due in accordance with the law of the country in which he is established or of the Kingdom of Bhutan; or
- 3.6. he has been convicted of fraud and/or corruption by a competent authority; or
- 3.7. he has not fulfilled his contractual and obligations with the Employer in the past; or
- 3.8. He has been debarred from participation in public procurement by any competent authority as per law.

- 3.9. Photocopy of valid logging license should be attached with the tender documents. However, original license should be produced on demand.
4. Power of attorney authorising the official representative of bidder to attend the bid opening in case the bidder is unable to attend.
5. The bidding documents shall also comprise of the Integrity Pact to be duly signed by the concerned bidder (s) with legal stamp.
6. All pages of bidding documents should be signed by the bidder/s. The failure on the part of bidder to sign the pages of bidding documents, non-signing of Integrity Pact with legal stamp and late submission of bid beyond specified date and time would result in rejection of bids.
7. Tender shall be addressed to the Regional Manager, Rimpung Regional Office, NRDCL and shall be submitted in the prescribed format in Terms and conditions Sl.No. 1 above on 5th July, 2026 at 12.00 noon and shall be opened on the same day at 20.30 PM in the office of the Regional Manager, Rimpung Region. The sealed envelope should be subscribed as “**Tender for Scientific Thinning Operation at Nimashong**”.
8. The Tender shall be accompanied by Earnest money/bid security of Nu. 150,000.00 in the form of cash warrant/DD/Bank Guarantee in favour of the Regional Manager, Rimpung Regional Office, the same shall be converted towards part of Security Deposit in case of successful bidder. Earnest money in any other form shall not be accepted. No tender without such earnest money shall be accepted. If any tenderer withdraws his/her tender after opening the tender, his/her EMD shall be forfeited.
9. *The bid security shall be forfeited:*
- 9.1. If a bidder withdraws his or her bid after opening of the tender.
- 9.2. If the bidder does not accept the arithmetical corrections of its bid price.
- 9.3. If the successful bidder fails to:
- a) Sign the contract agreement within the prescribed time.
 - b) Furnish performance security within the prescribed time frame.
 - c) Mobilize machineries within the given duration.
10. In case of any fraud committed by the bidder or the accepted contractor’s representative (s), the earnest money of the same shall be forfeited and the next bidder shall be selected among the rest if qualified or,

the tender shall be cancelled at the discretion of the tender committee. The fraud committed by the contractor shall also be reported to the Department of Trade and Commerce/Competent authority.

11. If the quoted figures/words are not clear (cannot be read) over written and corrected without signature, the tender shall be rejected.
12. Earnest money of 1st, 2nd and 3rd lowest bidder shall be retained until the final approval/ratification by the NRDCL Management.
13. Before submission of Tender, the bidder must visit the entire working site to fully satisfy himself/herself with the working environment, site/road conditions, quality & quantity of timber for which the tender is to be offered.
14. The Committee shall not be bound to accept the lowest or highest tender. They shall have the right to reject any tender or all tender without assigning any reasons thereof.

15. Amendment of Bidding Documents

- 15.1. Before the deadline for submission of the Bids, the Employer may modify the Bidding documents by issuing addenda.
 - 15.2. Any addendum thus issued shall be a part of Bidding documents, shall be binding on all Bidders and shall be communicated in writing, including by cable, facsimile, telex or electronic mail, to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing, including by electronic mail, to the Employer.
 - 15.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission.
3. Upon receipt of approval from NRDCL Management, the Regional Manager shall inform the successful bidder/contractor, who shall report to the Regional Manager, Rinpung Regional Office, Langjuphakha for signing the contract Agreement Deed. The Agreement Deed shall be executed between the successful bidder or his authorized representative.
16. The work order shall be issued on receipt of Performance Security **(10% of contract/bid value)** in the form of cash warrant/bank Draft/Bank Guarantee drawn in favor of the Regional Manager, Rinpung Region. Security Deposit shall be released after successful completion of the contract upon production of area clearance certificate from the Unit Manager.

17. General Terms and Conditions:

- 17.1. The successful bidder shall start the work within 7 days from the date of issue of work order and shall complete the work within the stipulated time. If the successful bidder does not start the work even

within 15 (fifteen) days after issuance of work order, the Regional Manager shall review the case & submit to the NRDCL Management along with his recommendation and if necessary, the contract shall be cancelled & Performance Security forfeited. Further, it is up to the decision of the Management to select next lowest tenderer among the tenderers or re-tender, as deemed fit.

- 17.2. The successful bidder/contractor shall execute Scientific Thinning work v.i.z. fell/cross-cut, extraction and transportation of timber (Logs & poles) till Toorsa depot and cross cut into minimum length of 8', 10', 12', 14', 16' and maximum up to 18'. Collection of lops and tops and extraction up to road head shall be as per existing system in place.
- 17.3. The supply of firewood shall be as per the supply order or instruction of Branch Office and firewood delivery rate to schools and other government institution shall be as per the rate quoted in Tender rate quoting form for Lops & Tops (Firewood)
- 17.4. The successful bidder/contractor shall harvest/extract all the timber as per the instruction of NRDCL site supervisor/Production In charge. The timber should be immediately extracted and transported to the Toorsa depot to avoid deterioration of timber.
- 17.5. The successful bidder/contractor shall be responsible to carry out the road maintenance work in timber extraction sites to facilitate smooth transport of timber at his own cost since the work has been awarded in package system.
- 17.6. The successful bidder/contractor shall deploy and engage appropriate equipment, tools and trained manpower as required for quality work and in order to complete the work in time.
- 17.7. The successful bidder/contractor shall not be permitted to select only high value trees and easily accessible areas for timber extraction.
- 17.8. Every truck load of timber in transit should be accompanied with SDTMO (stump to Depot timber Movement Order)/COSDTMO and passing hammer impression on every log.
- 17.9. The successful bidder contractor shall ensure to extract the timber within four and a half months' time from the date of intimation by concerned PIC or from the date of work order issued.
- 17.10. The successful bidder/ contractor shall provide the required Occupational Health & Safety (OHS) clothing and equipment's to the workers as required by the General Rules and Regulations on Occupational Health and Safety -2006 of RGOB.
- 17.11. The successful contractor and his employee shall be bound by the rules and regulation of the Royal Government of Bhutan. Any illegal activities/offence, committed/involved by the contractor or through his workers/employees, the contractor shall be held responsible and legal action shall be taken as per the Laws of the Land

18. Payment modality:

18.1. Payment shall be made on completion of the work only or on monthly basis. No advance payment shall be made. However, on extreme cases, part payment shall be considered @75% for the completed work based on the justified field report.

18.2. All type of taxes, duties etc required for this contract shall be borne by the Contractor as per the rules laid down by the Government from time to time.

19. Liability:

19.1. After completion of logging work, the contractor shall be responsible to clear all the debris and remains of logging work at the sites especially in Thromde areas and along the National Highways.

19.2. Due care should also be taken to minimize the damage to the natural regeneration, soil & road while rolling/siding the timber by the contractor.

19.3. Should there be any damages caused to the farm road or the institution road, culverts and side drains, it is the responsibilities of the contractor to repair such damages on time at his/her own cost. The concerned site supervisors shall have full right to ask the successful bidder/contractor for immediate repair of such damages if detected.

19.4. In case, non-national workers are employed by the successful bidder/contractor, it must be done in accordance with the existing policy and rules of the RGoB and the contractor shall be liable for any associated risk and issues relating to it thereof.

19.5. The NRDCL shall not be responsible for payment of any compensation in case of any unforeseen event relating to accident, death of any person while in the process of carrying out the contract.

20. Damage of public properties like house, land, fencing, cross water pipes, electricity post, etc. when the contract is being executed, the successful bidder/ contractor shall revive the same at his/her own cost.

21. The Contractor shall locate the Camps away from the drinking water supply intakes, landslide and flood prone areas. The Camp must be equipped with water and pit latrine facilities. Solid waste must be collected and disposed off to a safe place (pit holes). Oil and grease from machine should not be disposed in the surrounding areas. When dismantling the Camp all wreckages, rubbish and items no longer in use must be disposed off or burnt properly in presence of NRDCL officials.

22. Termination clause:

22.1. The Employer may terminate the contract, if the other party causes fundamental breach of contract which shall include, but shall not be limited to the following:

22.1.1. The contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Employer.

22.1.2. The Employer or the contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.

- 22.1.3. The contractor does not maintain a safety of the workers, which is required.
- 22.1.4. The contractor subcontracts any or whole of the works without the approval of the Employer.
- 22.1.5. If the Employer determines that the contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the contract then the Employer may, after giving 14 days' notice to the contractor, terminate the contractor's employment under contract and expel him from the site.
- 22.1.6. Notwithstanding the above, the Employer may terminate the contract, if the contractor violates any clauses or terms and condition of the tender documents which also forms the part of agreement deed signed by both parties.
23. If the successful bidder contractor is found delaying the start of work or he/she is found not executing the work earnestly or is found violating any other provision of this Deed, the Regional Manager, NRDC, Rimpung Regional Office, shall serve him/her with a notice of not less than seven days to justify why his/her contract should not be cancelled. In the event of either no response or unsatisfactory reply from the Contractor within the stipulated time, the Regional Manager, NRDC, shall recommend for cancellation of his/her contract and forfeiture of the Performance Security Deposit and if deemed necessary, the contractor shall also be debarred from participation in the future tender work of NRDC.
24. If the contractor fails to complete the work within the specified deadline as agreed as per the Terms & Condition of the Agreement Deed, the Regional Manager, shall have the right to collect from the contractor liquidated damages equivalent to 2% on the quoted rate for the balance work (not exceeding 10% of the work value) without time extension since the logging work is a time bound work. However, no penalty shall be imposed if the delay was caused due to the following reasons;
- a. Natural calamities.
 - b. Situation beyond the control of the contractor.
- If the RGOB decides to suspend/freeze the whole or; part of the operation/work in the overall interest of the Country.

25. Force Majeure

- 25.1. Neither party shall be liable for any failure to make or accept one or more deliveries arising out of compliance with any law, ordinance, regulation, ruling, order or other governmental action, directives on policy changes from government or relevant regulatory agencies, invalid clearances, acts of god, fire, flood, war, sabotage, accident, labor dispute, shortage or failure to supply materials or equipment, interruptions of or delay in transportation or any other similar circumstances beyond the control of party.

25.2. No complain or any compensation, whatsoever shall be entertained for stopping the work due to the earlier stated conditions in this agreement or any loss of materials, due to natural calamities or any other unforeseen incidences.

26. The contract period shall be valid up **to 31/12/2023**.

27. The Terms and Conditions of the bidding documents shall be considered/treated as part of the Agreement Deed/contract to be signed by both the parties.

28. Dispute Resolution

28.1. In case of any dispute or difference under this agreement, the management shall attempt to resolve it amicably and decision taken by the NRDCL management shall be final and binding on both the parties.

28.2. If negotiation fails between the parties, the dispute shall be referred to the court of law in Bhutan.

Regional Manager
Rinpung Region

INTEGRITY PACT

1. General

Whereas (*Mr. Choni Dorji, Branch Manager*) representing the (*Natural Resources Development Corporation Limited, Gelephu Branch Office*), Royal Government of Bhutan, hereinafter referred to as the **Employer** on one part, and (*Mr./Mrs./Miss.....*) representing the (*M/s.....*) as the other part hereby execute this agreement as follows:

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of the employing agency/or his authorized representative should be the signing authority. For the bidders, the bidder himself or his authorized representative must sign the Integrity Pact (IP). If the winning bidder had not signed during the submission of the bid, the tender shall be cancelled.

2. Objectives

Now, therefore, the Employer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into, with a view to:-

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

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

3. Commitments of the Employer:

The Employer Commits itself to the following: -

3.1 The Employer hereby undertakes that no official of the Employer, connected directly or indirectly with the contract, 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, bid evaluation, contracting or implementation process related to the Contract.

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

3.3 All the officials of the Employer shall report to the head of the employing agency or an appropriate Government office any attempted or completed violation of clauses 3.1 and 3.2.

3.4 Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

4. Commitments of Bidders

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

4.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

4.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other contract with the Government.

4.3 The Bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the

Employer of their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

5. Sanctions for Violation

The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws. The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offence by the Bidder, or any one, employed by him, or acting on his behalf, shall be dealt with as per the provisions of the Penal Code of Bhutan, 2004, and the Anti-Corruption Act, 2006. The Employer/relevant agency shall also take all or any one of the following actions, wherever required: -

5.1 To immediately call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

5.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.

5.3 The Earnest Money / Security Deposit shall stand forfeited.

5.4 To recover all sums already paid by the Employer.

5.5 To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Employer, along with interest.

5.6 To cancel all or any other Contracts with the Bidder.

5.7 To debar the Bidder from entering into any bid from the government of Bhutan as per the Debarment Rule.

6. Conflict of Interest

6.1 A conflict of interest involves a conflict between the public duty and private interests (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflict of Interest would arise in a situation when any concerned members of both the parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee member must be declared in a prescribed form (sample form attached).

6.2 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member, and if he does so, the Employer shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

7. Examinations of Books of Accounts

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

8. Monitoring and Arbitration

8.1 The respective procuring agency shall be responsible for monitoring and arbitration of IP as per the Procurement Rules.

9. Legal Actions

9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity

10.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Employer and the Bidder.

10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

The parties hereby sign this Integrity Pact at _____ on _____

EMPLOYER

BIDDER

(For Gelephu Branch)

(For M/s.)

Witness:

Witness:

Name:

Name:

CID no.:

CID no.: