རང་བཞིན་འཐོན་སྐྱེད་གཞང་འཕེལ་ལས་འཛིན་ཚད།

NRDCL
A dhi Company

ROYAL GOVERNMENT OF BHUTAN
Natural Resources Development Corporation Limited
ZHONGGAR REGIONAL OFFICE

No. NRDCL/ZONG/PROD-05/2026/413 **18th August, 2026**

The Proprietors

....
Mongar, Pemagatsel, Lhuntse, Trashiyantse & Trashigang

LIMITED TENDER NOTICE

The sealed tender rates are invited from the National contractors having valid Construction license issued by the Ministry of Economic Affairs, RoGB for Road construction work at Khengzor FMU under Zhonggar Regional Office, for the year 2026.

i.	Date of sale of Tender Document	:	18/08/2026 onward
ii.	Last date and time for tender submission	:	24/08/2026 before 11:00 AM
iii.	Date and time for tender opening	:	24/08/2026 at 11:30 AM

The detailed tender documents can be availed from the Office of Regional Manager, Zhonggar Regional Office, Mongar on payment of Nu. 500/- (non-refundable) during working hours or can be downloaded from our website at www.nrdcl.bt for free. For inquire please contact #04-641165/641160.

Sincerely yours,

(Yeshi Jamtsho)
Offg. Regional Manager
Zhonggar Regional Office

NRDCL MONGAR

Copy to:
1. The General Manager, Forest Resource Division, NRDCL HO for his kind information.
2. The Offg. Production In-charges, Khengzor under Zhonggar Region to inform the local community contractor to participate in the tender.

NATURAL RESOURCES DEVELOPMENT CORPORATION LTD.
Zhonggar Regional Office, Mongar

NRDCL

BIDDING DOCUMENT

Name of work	: Construction of 1.0 km Forest Road at Khengzor FMU under Regional Office, Zhonggar.
Location	: Khengzor FMU
Place of Submission	: Zhonggar Regional Office
Last date & time for Receipt	: 24/05/2026 at 11.00 AM
Date & time of Bid Opening	: 24/05/2026 at 11.00 AM
Place of Opening of Bid	: NRDCL Conference Hall, Mongar
Bidding/quotation type	: Limited Tender

NRDCL MONGAR

1. Name of Work

Construction of **1 km** of Forest Road at Khengzor, Lingmethang FMU under Zhonggar Regional Office.

2. Location

Khengzor under Khengzor FMU.

3. Scope of Work

SECTION 1. INSTRUCTION TO BIDDERS

A. GENERAL

1. Scop of Tender

1.1. The Employer as indicated in the BDS, issues this bidding document for the procurement of works. The name, identification and identification of this bidding are provided in the BDS.

1.2. The successful bidder will be required to complete the works within the time for completion stated in the BDS.

1.3. **Throughout this Bidding Documents;**

1.3.1. The term "in writing means communicated in written form with proof of receipt;

1.3.2. If the text context so requires, singular means plural and vice versa; and

1.3.3. "day" means calendar day.

2. Corrupt Fraudulent Collusive or Coercive Practices

2.1. The RGoB require that Employers and Bidders, shall observe the highest standards of ethics during the implementation of procurement proceeding and execution of contracts under public policy.

2.2. In pursuance of this requirement, the Employer shall;

2.2.1. Exclude the bidder from participation in the procurement proceeding concern or reject a proposal for award; and

2.2.2. Declared a bidder ineligible, either indefinitely or for a stated period of time, form participation in procurement proceeding under public money.

2.3. If it, at any time, determine that the bidder has engage in corrupt, fraudulent, collusive or coercive practices in competing for or in executing, a contractor under the public money.

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

2.4.1. ***"Corrupt practice"*** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

2.4.2. ***"Fraudulent practice"*** is any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

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

2.5. The bidder shall be aware of the provision on fraud and corruption stated in GCC Clause 3 and GCC sub-class 36.2(d).

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

3. Eligible Bidders

3.1. The bidders of the categories specified in the BDS are eligible to participate in this bidding process.

3.2. The employer shall invite bids using the open tendering method or limited tender as applicable.

3.3. The bidder shall meet the qualification requirement stated in BDS.

4. Site Visit

4.1. The Bidder, at their own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings 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 DOCUMENTS

5. Content of Bidding Documents

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

PART 1 Bidding Procedures

- Section 1: Instructions to Bidders
- Section 2: Bidding Data Sheet (BDS)
- Section 3. Bidding Forms/ Bill of Quantities
- Section 4: Document Required
- Section 5: Terms and condition
- Section 6: General Condition of contract
- Section 7: Special Condition of contract
- Section 8: Drawings & Engineer Estimate as per BSR, 2025.
- Section 9: Integrity pact

5.2. The employer is not responsible for the completeness of bidding document and any addendum, if they were not obtained directly from the source stated by the employer in the invitation for bids.

5.3. The bidder is expected to examine all instructions, forms, terms, and specification in the bidding documents may result in the rejection of the bids.

6. Clarification of Bidding Documents

6.1. A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing, at the Employer's address **indicated in the BDS.**

7. Amendment of Bidding

7.1. At any time prior to the deadline for the submission of Bid, the employer may amend the bidding document by issuing addenda and extend the deadline for submission of bids at its discretion. Any amendment issued shall become an integral part of bidding documents and shall be communicated in writing to all those who have purchased the bidding documents.

C. PREPARATION OF BIDS

8. One Bid per Bidder

8.1. A Bidder shall submit only one Bid (1). 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

9.1. The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer shall in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

10. Language of Bids

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

11. Documents comprising the bid

11.1. The original and copy (ies) of bid submitted by the bidder shall comprise the following:

11.1.1. The Bid form (in the format indicated in section 4);
11.1.2. License and certificate
11.1.3. Bid security Declaration in accordance with clause 19;
11.1.4. Price Bill of Quantities;
11.1.5. Any other materials required to be completed and submitted by bidders as specified in BDS.

11.2. The instruction to bidders, bidding data sheet, General condition of contract, Special condition of contract, Specification and drawing are for the information of the bidders and is not required to be submitted by the bidder.

12. Letter of bid and schedule

12.1. The form of bid, schedules and all documents listed under clause 11, shall be prepared using the relevant forms in section 4 (bidding forms). The forum must be completed without any alternation to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative bid.

13.1. Alternative Bid shall not be considered in small works.

14. Bid Price and discount

14.1. The prices and discounts quoted by the bidder in the form of bid and in the schedules shall confirm to the requirement specified below;

14.2. The bidder shall submit a bid for the whole of the works described in ITB 1.1 by filing in the prices for all the item of the works, as identified in section 4, bidding forms. Incase of and measurement contracts, the bidder shall fill in rates and price for all items of the works described in the bill of quantities.

14.3. 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 forth whole works described in the Drawings, Specifications and Schedule of Works.

15. Currencies of bid and payment

15.1. All prices shall be quoted in Bhutanese Ngultrum {BTN) and shall be paid in BTN.

16. Documents comprising the Technical Proposal

16.1. The bidder shall furnish a work plan in simple bar chart and other information if provide in BDS, to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

17. Documents establishing the Qualification of the bidder

17.1. To establish its qualification to perform the contract in accordance with section 3 (evaluation and qualification criteria) the bidder shall provide in corresponding information sheets included in section 4 (bidding forms).

18. Bid Validity.

18.1. Bids shall remain valid up to the date specified in the BDS. Any bids which do not meet the validity requirement shall be rejected by the employer as non-responsive.

19. Bid Security

19.1. The bidder shall at their option furnish as part of the bid, a security as specified in the BDS issued by any reputed financial institutions in Bhutan and shall be valid thirty days beyond the bid validity period.

(1) Unconditional bank guarantee

(2) A demand draft

(3) Cash/Cash warrant

19.2. In exceptional circumstances, prior to the expiration of the bid validity period, the employer may solicit the bidder's consent to an extension of the bid validity period. The request and responses shall be made in writing. The validity of the bid security declaration shall be suitably extended promptly.

19.3. The bid security may be forfeited:

a. The bidder withdraws the bid after bid opening during the period of bid validity. Further the bidder may be excluded form future participating for period of two years.
b. If the bidder does not accept the correction of the bid price, pursuant to clause 31; or
c. In the case of a successful bidder, if the bidder fails within the specified time limit to sign the Agreement; or furnish the required performance security.

20. Format and signing of bid

20.1. The bidder shall prepare one (1) original of the document comprising the bid as described in ITB clause 11 and clearly mark it "ORIGINAL". In addition, the bidder shall prepare the number of copies of the bids, as specified in the BDS and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2. The original and each copy of the bid shall or written in indelible ink and shall be signed by the person duly authorized to sign on behalf of the bidder.

20.3. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the person(s) signing the bid.

D. SUBMISSION AND OPENING OF BIDS

21. Sealing and marking of bids

21.1. The Bidder shall enclose the original in one (1) envelope and all the copies of the bid in another envelope, duly, marking the envelopes as "ORIGINAL" and "COPY." These two (2) envelopes shall then be enclosed in one **(1)** single outer envelope.

21.2. The inner envelopes shall:

21.2.1. Be signed across the seals by the person authorized to sign the Bid on behalf of die Bidder;

21.2.2. Be marked "ORIGINAL" and" COPY' and

21.2.3. Bear the name and address of the Bidder.

21.3. The outer envelope shall;

21.3.1. Be sealed with adhesive or other sealant to prevent reopening;

21.3.2. Be addressed to the Employer at the address specified in the BDS; bear a statement "DO NOT OPEN BEFORE." the time and date for Bid opening as specified in the BDS.

21.4. If all or any enveloped are not sealed and marked as required by ITB Sub-Clause 21, the employer shall not reject the bids but assume no responsibility for the misplacement or premature opening of the bid.

22. Bid Submission deadline

22.1. Bid must be received by the employer at the address and no later than the date and time **specified in the BDS.**

22.2. Bids may be hand delivered, posted by the registered mail or send by courier.

22.3. The employer may, at its discretion, extend the deadline for the submission of bids by amending the bidding document in accordance with ITB clause 7, in which case all rights and obligations of the employer and bidders previously subject to the deadline shall thereafter be subject to the new deadline as extended.

23. Late bids

23.1. Late bids shall not be considered and shall be returned unopened.

24. Modification, Substitution or Withdrawal of Bids

24.1. A Bidder may modify, substitute or withdraw their bids after it has been submitted by sending written notice before the deadline for the submission of Bids.

25. Bid Opening

25.1. The Employer shall open the Bids in the presence of the bidders attending the bid opening, including modifications or substitutions made pursuant to ITB Clause 24. Bidders or their representatives shall be allowed to attend and witness the bid opening and sign a register evidencing their attendance.

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

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

E. CONTRACT AWARD

26. **Award criteria**

26.1. The Employer shall award the Contract to the Bidders whose offer is substantially responsive to the Bidding Document and that has been determined to be the lowest evaluated Bid, provided that the Bidder is determined to be qualified to perform the Contract and upon fulfillment of works in hand ceiling prescribed by CDB.

27. Notification of award

27.1. Prior to the expiration of the period of bid validity, the employer shall notify the successful bidder, in writing that's its bid has been accepted, until a formal contract is prepared and executed.

27.2. Within fifteen (15) working days of the receipt of the letter of acceptance from the Employer, the successful Bidder shall furnish the Performance Security, in the amount specified in the BDS.

27.3. Within fifteen (15) working days of receipt of the letter of acceptance, the successful Bidder shall sign the contract, date and return it to the Employer.

27.4. The proceed of performance security shall be payable to employer unconditionally upon first written demand as compensation for any loss resulting from the contractor failure to compile its obligations under the contract.

28. Complaints

28.1. The Bidder shall submit the complaint in writing within ten (10) day from the date of letter of intent to award the contract pursuant to ITB to the Employer.

28.2. The head of agency shall, within 7 days after the submission of the complaint,issue a written decision

28.3. The Bidder may appeal to the Independent Review Body within 5 days of the decision of the Head of the procuring agency or where no such decision has been taken, within 15 days of the original complaint and the copy of the appeal shall be given to procuring agency on the same day.

28.4. Once the appeal copy is received by the procuring agency, it shall not proceed further with the procurement process until receipt of notification from the independent review body secretariat.

F. TENDER OPENING AND EVALUATION

29. Confidentiality

29.1. After the opening of bids, information relating to the examination, clarification and evaluation of bids and recommendations for award shall not be disclosed to bidders or other persons not officially concerned with the evaluation process until after the issuance of letter of intent to award the contract.

30. Clarification

30.1. The employer 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 substances of the bid shall not sought, offered or permitted, except to confirm the correction of arithmetical errors discovered by the employer in the evaluation of bids, in accordance with ITB clause 28.

31. Bidder contacting the employer

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

32. Determination of responsiveness

32.1. Prior to detailed evaluation of bids, the employer 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.

32.2. 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 omissions is one that:

- **32.2.1.** affects in any substantial way the scope, 9uality, or performance of the Works specified in the Contract; or
- **32.2.2.** limits in any substantial way, or is inconsistent with the 'Bid Document, the Employer's rights or the Bidder's obligations under the Contract; or
- **32.2.3.** if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

32.3. If a Bid 1s not substantially responsive to the Bidding Document it sha.11be rejected by the employer and shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

33. Non-Conformities, Errors and Omissions

33.1. The Employer may regard a Bid as responsive even if it contains minor deviation 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 substances of the bid.

34. Evaluation and comparison of tender

34.1. The employer shall evaluate and compare only those bids determined to be substantially responsive to the requirements of the bidding document.

34.2. The evaluation will be tale into account corrected bid price and discounts.

34.3. The employer will check the substantially responsive bids for any arithmetical errors, where there is a discrepancy between the amount in figures and words, the amount in words will be govern. If the bidders refuse to accept the correction, its bids will be rejected.

35. Employers right to accept or reject any or all

35.1. The employer reserves the right to accept any bid, to annual the bid proceedings, or to reject any or all bids, at any time prior to contract award, without thereby incurring any liability to bidders.

36. Abnormally low bids

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

36.2. Any bid price less than twenty percent (20%) from the employer's departmental estimate shall be scrutinized by seeking written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities, and any other requirements of the request for bidding document

36.3. After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

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

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

37. Seriously unbalanced bids or frontloaded

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

37.2. After evaluation of the information and detailed price analyses presented by the bidder, the employer may as appropriate:

37.2.1. Accept the did and increase the performance security from ten (10%) up to maximum of 30% of the initial contract price; or

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

37.2.3. Rejected the bid.

SECTION 2. BIDDING DATA SHEET

SECTION 2- BIDDING DATA SHEET	
Instruction for completing the bidding data sheet are provided, as needed, in the notes initalics mentioned for the relevant ITB clauses	
ITB Clause	**Amendment of and Supplements to, Clauses in the Instruction to Bidders**
A.	**General**
ITB 1.1	The Employer is: ***Zhonggar Regional Office, NRDCL, Mongar*** The name and identification of the contract is/ are*: [**Construction of 1.00 km forest road at Khengzor FMU under Zhonggar Regional Office Mongar**]* The Works are ***As per Technical Specification***
ITB 2.1	The category of contractor is: *Medium/ small Contractor*
B. Bidding Documents	
ITB 3.1	For **clarification of Tenders purpose** only, the Employers address is: Attention: **Yeshi Jamtsho** Address: **Regional Manager, NRDCL, Mongar** **Telephone: 04-641160** Electronic mail address: zhonggar@nrdcl.bt
C. Preparation of Bids	
ITB 4.1	*The language of the bid is: [* ***in English****]*

<table>
<tr><td>ITB 5.1</td><td>Additional Documents: Complete set of signed documents including ITB, BDS, BCC, SCC, Activity schedule, drawings, specification and integrity pack.</td></tr>
<tr><td>ITB 6.1</td><td>A simple bar chart: Not required</td></tr>
<tr><td>ITB 7.1</td><td>The bid shall be valid up to: 60 days</td></tr>
<tr><td>ITB7.1 (a)</td><td>The Intended Completion Date is: 6 months</td></tr>
<tr><td>ITB 8.1</td><td>The essential equipment to be made available for the Contract by the successful Bidder shall be:
<table>
<tr><th>Equipment</th><th>Number required</th></tr>
<tr><td>Excavator</td><td>1</td></tr>
<tr><td>Tipper/Trailor truck</td><td>1</td></tr>
<tr><td>Compressor/Roller</td><td>1</td></tr>
<tr><td>TOTAL</td><td>3</td></tr>
</table></td></tr>
<tr><td>ITB 8.1 (a)</td><td>A bid security in the amount of Nu. (2% of quoted amount) will be required in the form
a. Unconditional bank guarantee
b. Cash/Cash warrant
c. Demand draft and should be valid for more than 30 days after the bid validity period.</td></tr>
<tr><td>ITB 9.1</td><td>In addition to the original, copies shall be submitted.</td></tr>
<tr><td colspan="2">D. Submission and Opening of Bids</td></tr>
<tr><td>ITB 10.1</td><td>The outer address shall be addressed to: Regional Manager, Zhonggar Regional Office, Mongar</td></tr>
<tr><td>ITB 11.1.</td><td>The bid opening shall take place on the same day as the closing day of the bid submission at: Regional Office, Mongar
Date: 24/06/26 Time: 11:30 AM</td></tr>
<tr><td>ITB 12.1</td><td>The amount of performance security shall be 10%(percent) of the contract price.</td></tr>
</table>

<table>
<tr><td colspan="2">F. Award of Contract</td></tr>
<tr><td>ITB 13.1</td><td>The Advance Payment shall be release base on progress of the work.</td></tr>
</table>

SECTION: 3, BILL OF QUANTITIES (BoQ)

STANDARD FORM: FORMS OF BID

Notes on Form of bid:

The bidder shall fill in and submit this bid form with the bid. If bidders do not fill in the contract price and does not sign this bid form, the bids will be rejected.

Date:…………………

To
The Regional Manager
Zhonggar Regional Office

We offer to execute the contract for construction of **"Construction of 1 KM forest road under KhFMU"** in accordance with the conditions of contract accompanying this bid as per technical sanction Contract Price of Nu…………………… ..*[amount in figures]* (.
………………………… ……….

………
……………………………………………………………………………………………..) *[amount in words]*
…………………………..*[name of currency]*

The contract shall be paid in Ngultrum (Nu.)

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

We are hereby confirm that this Bid complies with the Bid validity and Bid security Declaration required by the bidding documents and specified in the bidding data sheet.

Authorized Signature: ______________________________

(Affix Legal Stamp)

Name and Title of Signatory: ______________________________

Name of Bidder: ______________________________

Address: ______________________________

E. Mail ID: ……………………………………………………………

Mobile Number: ……………………………………………………………

SECTION 4: Documents Required

The bidder shall submit the following documents:

1. Valid Trade License
2. CDB Registration Certificate (if applicable)
3. Valid Tax Clearance Certificate
4. Signed and sealed quotation
5. One Excavator, Tipper/Trailor truck and Compressor/roller
6. Any other relevant documents

SECTION 5: Terms and Conditions

1. The quoted rate shall include all taxes, transportation, labor, machinery, and other incidental charges.
2. The employer reserves the right to accept or reject any quotation without assigning reasons.
3. Payment shall be made after satisfactory completion of work and verification by the concerned officials.
4. Any damage caused during execution shall be rectified by the contractor at their own cost.
5. The contractor shall be fully responsible for all maintenance work during the defect liability period and must always keep the road pliable for timber transportation.
6. The contractor shall comply with all safety and environmental requirements.
7. Work should commence immediately after issuance of the work order.

SECTION 6. GENERAL CONDITIONS OF CONTRACT

1. Definition

1. The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined terms:
   a. **Completion certificate** means the certificate issued by the employer as evidence that the contractor has executed the works in all respects as per drawing, specifications, and conditions of contract.
   b. The completion Date is the date of completion of the Works as certified by the Engineer, in accordance with GCC clause 18.
   c. The **Contract** is a formal agreement in writing entered into between the Employer and the Contractor to execute, complete, and maintain the Works.
   d. The **Contractor** is an individual entering into a contract after its Bid to carry out the Works has been accepted by the Employer and is named as such in the SCC.
   e. (g) The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer.
   f. The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
   g. **Days** are calendar days; months are calendar months.
   h. A **Defect** is any part of the Works not completed in accordance with the Contract.
   i. The **Engineer** is the person named in the SCC, who is responsible for supervising the execution of the works and administering the contract.

j. The **Employer** is the party named in the SCC who employs the contractor to carry out the works.
k. The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the SCC. The Intended Completion Date may be revised only by the Employer by issuing an extension of time or an acceleration order.
l. The **Site** is the area defined as such in the SCC.
m. A **Variation** is an instruction given by the Regional Manager which varies the Works.
n. The **Works** are what the Contract requires the Contractor to construct, install and turn over to the Employer, as defined in the SCC.

2. Interpretation and documents forming the contract

2.1. In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Regional Manager shall provide instructions clarifying queries about these GCC.

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

a. The signed Contract Agreement
b. Letter of Acceptance,
c. The completed bid form as submitted by the bidder.
d. Special Conditions of Contract,
e. General Conditions of Contract,
f. Drawings.
g. Any other document listed in the SCC as forming part of the Contract.

3. Corrupt fraudulent collusive or coercive practices

3.1. The RGoB require that Employers and Bidders, shall observe the highest standards of ethics during the implementation of procurement proceeding and execution of contracts under public policy.

3.2. In pursuance of this requirement, the Employer shall;

1. Exclude the bidder from participation in the procurement proceeding concern or reject a proposal for award; and
2. Declared a bidder ineligible, either indefinitely or for a stated period of time, form participation in procurement proceeding under public money.

If it, at any time, determine that the bidder has engage in corrupt, fraudulent, collusive or coercive practices in competing for or in executing, a contractor under the public money.

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

3.3.1. ***"Corrupt practice"*** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

3.3.2. ***"Fraudulent practice"*** is any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

3.3.3. ***"Collusive practice"*** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

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

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

4. Governing Language and Law

4.1. The Contract as well as the all correspondence and documents relating to contract exchanged by the contractor and the employer, shall be written in English unless otherwise stated in the SSC. The contract shall be governed by and interpreted in accordance with the laws of kingdom of Bhutan.

5. Regional Managers decision

5.1. Except where otherwise specifically stated in the SCC, the Regional Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

6. Delegation

6.1. The Regional Manager may delegate any of his duties and responsibilities to his representatives after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

7. Communication and Notices

7.1. Communication between parties pursuant to the contract shall be in writing to the address specified in the SCC. A notice shall be effective when delivered or on before the notices effective date, whichever is later.

8. Sub-Contracting

8.1. The contractor shall not be permitted to subcontract any part of the works in whole or in part.

9. Contractors Personnel & Equipment

9.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the functions stated in the Schedule or other personnel approved by the Engineer. Similarly, the contractor shall deploy all committed equipment's at site as and when required by the employer.

10. Welfare of labour & child labour

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

10.2. 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.

11. Safety, Security and Protection of the Environment.

11.1. The contractor shall throughout the execution and completion of the works and remedying of any defects therein:

11.1.1. Have full regard for the safety of all persons entitled to be up on the site and keep the site and the works in an orderly state;

11.1.2. Provide and maintain at the contractors own cost all lights, guards, fencing, warning signs and watching for the protection of the works or for the safety on site; and

11.1.3. Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise, or other cause arising as a consequence of the contractors' methods of operation.

12. Access to the site

12.1. The contractor shall allow the Engineer/RM and any person authorized by the Engineer access to the site and to any place where work in connection with the contract is being carried out or is intended to be carried out.

13. Documents and Information.

13.1. The contractor shall furnish to Regional Manager all information, schedule, calculation and supporting documents that may be requested.

14. Property

14.1. If the contract is terminated by the Employer because of the contractor's default, then the contractor shall not be allowed to remove any material on the site, plant,and temporary works until the matter is amicably resolved.

15. Insurance

15.1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:

a. loss of or damage to the Works, Plant and Materials to be built into the works.
b. Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer 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. The received from the insurers shall be used for the rectification loss or damage.
c. If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due from the Contractor to the Employer.

16. Possession of the site

16.1. The employer shall give possession of the site, or parts of the site, to the contractor on the date(s) specified in the SCC.

17. Commencement of work

17.1. The contractor may commence execution of the works on the start date, or other such date as specified in the SCC, and shall carry out the works in an expeditious manner.

17.2. Id the contractor fails to commence the works within the above stated period, the employer may, at his sole discretion, terminate the contract and may use the proceeds of the performance security to compensate for any losses thereof, if any.

18. Completion of work

18.1. The contractor shall complete the work within the number of days stated in the SCC from the date of commencing the works on the site.

19. Programme of works

19.1. Within the time stated in the SCC, the contractor shall submit to the Engineer for approval a work program. The contractor shall submit to the Engineer for approval an updated programme at interval no longer than the period stated in the SCC.

20. Early Warning

20.1. The Contractor shall warn the Engineer/RM 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.

21. Compensation Events

21.1. The following shall be compensation events:

a. The employer does not give access to the site or part of the site by the site possession date stated in the SCC clause 16; and

b. If the payment is delayed pursuant to clause 25.1.

21.2. If a compensation event would prevent the work being completed before the intended completion date, the intended completion date shall be extended, as appropriate by the Engineer.

22. Non schedule items of works

22.1. The contractor shall be paid for non-schedule items of works only when the Regional Manager approve such works and at the rates and in the manner stated in the SCC.

23. Schedule of works

23.1. The schedule of works will be containing the rate for all items for the construction including temporary works, installation, testing and commissioning work to be done by the contractor.

23.2. The contractor shall be paid for the quantity of the work done at the rate in the contract agreement for each item.

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

24. Payment Certificate

24.1. The Contractor shall submit to the Engineer monthly statements of the value of the work executed, less the cumulative amount certified previously. The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor latest by 30 working days from the date of receipt of contractor monthly statement in correct and complete form.

24.2. The value of work executed shall be determined by the Engineer.

24.3. The value of work executed shall comprise the value of quantities of the items in the schedule of work completed.

24.4. The value of work executed shall include the valuation of Variations and Compensation Events.

24.5. The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

25. Payments

25.1. The Employer shall pay the Contractor within 30 working days from the date of each certificate.

25.2. The employer shall make advance payment (mobilization and secure advance) to the contractor of the amounts and by the date states in the SCC. The mobilization advance shall be backup by equivalent amount of unconditional Bank Guarantee (Form 4).

25.3. The contractor is to use the advance payment only to pay for equipment, plant, materials and mobilization expenses required specially for the execution of the contract. The contractor shall demonstrate that the advance payment has been used in this way by submitting copies of invoices or other documents to the employer.

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

26. Change in quantities

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

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

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

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

26.3. If work up to Nu. 50M, when quantity deviation exceeds 20% form the quantity in BOQ and total cost of such deviation exceeds 20% of the initial contract price, the procuring agency shall seek prior approval of the competent authority (Finance Committee constituted in their respective agency).

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

27. Variations

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

a. increase or decrease in the quantity of any work included in the Contract,
b. omission or insertion 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, or
f. Change in any specified sequence or timing of construction activities.

27.2. All Variations shall be included in updated Programs/ Activity Schedules produced by the Contractor.

27.3. The Contractor shall provide the Project Manager with a quotation for carrying out the variation when requested to do so by a Project Manager. The Project Manager shall assess the quotation, 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.

27.4. If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

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

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

27.7. If the work in the variation corresponds to an item description in the BOQ and if, in the opinion of the Project Manager, the quantity of work above the limit stated in sub clause 26.1. or the timing of its execution do not cause the cost per unit of quantity to changes, the rate in the BOQ shall be used to calculate value of the variations. If the cost per unit of quantity changes or if the nature or timing of the work in the variation does not correspond within items in the BOQ, the quotation by the contractor shall be in the form of new rates for the relevant items of work.

27.8. If work up to Nu. 50M, when quantity deviation exceeds 20% form the quantity in BOQ and total cost of such deviation exceeds 20% of the initial contract price, the procuring agency shall seek prior approval of the competent authority (Finance Committee constituted in their respective agency).

28. Retention

28.1. The employer shall retain from each payment due to the contractor the proportion stated in the SCC until the completion of the whole of the works.

28.2. On completion of the whole works, half the total amount retained shall be repaid to the contractor, the remaining half when the defects liability period has passed and the engineer has certified that all Defects notified by the Engineer to the contractor before the end of this period have been corrected.

29. Liquidated damages

29.1. The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date for the works or for any parts thereof.

30. Performance Security

30.1. Upon receipt of Letter of Acceptance, performance security shall be provided to the employer in the amount and form stated in the contract Form (form 3). The Performance Security shall be valid until a date 30 days from the date of issue of the Certificate of Completion.

30.2. The proceeds of the performance security shall be payable to the employer unconditionally upon first written demand as compensation for any loss resulting form the contractor failure to complete its obligation under the contract.

31. Price Adjustment

31.1. Price may be adjusted for fluctuations in the cost of materials only if contract duration exceeds 12 months and if so **provided for in the SCC.**

31.2. The adjustment shall be based on the cost of materials as reflected by the Material Index Numbers published by the National Statistical Bureau [11] (NSB), calculated for every successive period of 3 months after the12th month of the Contract duration using the following formulae:

$$V = W \times 0.80 \times 0.75 \times (M-M0)/M0$$

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;

31.3. Price Adjustment shall apply only for work carried out within the stipulated time or extensions granted by the procuring agency and shall not apply to work carried out beyond the stipulated time for reasons attributed to the contractor.

32. Completion

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

33. Correction of Defects

33.1. The Regional 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 Defects remain to be corrected.

33.2. If the Contractor shall correct the notified Defect within the length of time specified by the Regional Manager notice, the manager will assess the cost of having the defect corrected and the contractor will pay this amount.

34. Taking over

34.1. The Employer shall take over the Site and the Works within 7 days of Engineer issuing a certificate of completion.

35. Final Account

35.1. The contractor shall supply the Regional Manager a detailed account of the total amount that the contractor considers payable under the contract. The Engineer shall certify any final payment that is due to the contractor within 21 days of receiving the contractor account if it is correct and complete.

35.2. The employer shall effect payment of the final account within 30 days from the date of certification by the Engineer/RM.

36. Termination

36.1. The employer or the contractor by giving 15 days written notice of default to the other party, may terminate the contract in whole or in part if the other party cause a fundamental breach of Contract.

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

a. 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 Engineer/Manager;
b. the Regional 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 Manager.
c. The contractor has delayed the completion of the works by the number of the days for which the maximum amount of liquidated damages cab be paid;
d. The contractor in the judgement of the employer, has engage in corrupt or fraudulent practices, as defined in GCC clause 3, in competing for or in executing the contract;
e. A payment certified by the Engineer is not paid to the contractor by the employer within 60 days of the date of the engineer certificate.

36.3. The employer and the contractor may at any time terminate the contract by giving notice to the other party if either of the parties becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to any party provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue to the other party.

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

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

37. Payment upon termination

37.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Regional 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, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor to the Employer.

37.2. If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the contractor shall be entitled to payments for completed works and the matetials that have been brought to the site for the purpose of the works, but not used as certified by the engineer after adjusting any payments received by the contractor.

38. Release from Performance

38.1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate 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.

39. Force Majeure

39.1. For the purpose of this contract "Force Majeure" means an exceptional event or circumstance:

a. which is beyond a Party's control,
b. which such Party could not reasonably have provided against before entering into the Contract,
c. which, having arisen, such Party could not reasonably have avoided or overcome, and
d. which is not substantially attributable to the other Party.

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

a. war, hostilities (whether war be declared or not), invasion, act of foreign Enemies,
b. rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
c. riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
d. munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
e. natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

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

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

40. Settlement of Disputes

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

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

40.3. The Arbitration shall be conducted in accordance with the Arbitration Rules of the kingdom of Bhutan in force.

SECTION 7. SPECIAL CONDITIONS OF CONTRACT

Instructions for completing the Special conditions of contract are provided, as needed in the notes in italics mentioned for the relevant GCC clause 3

Clause Ref	Amendments of, and Supplements to, Clauses in the General Conditions of contract
GCC 1.1 (d)	The contractor is……………………………………………………………………
GCC 1.1 (i)	The Employer is **NRDCL, Mongar**
GCC 1.1 (j)	The Intended Completion Date for the whole of the Works shall be *[6 **months**]*
GCC 1.1 (k)	*The site is located at* ***Khengzor***
GCC 1.1 (l)	*The works are* ***As per enclosed technical sanction***
GCC 1.1 (m)	
GCC 2.2 (h)	The additional documents forming part of this contract are: *[no additional documents]*
GCC 4.1	The language governing the contract shall be *English.*
GCC 7.1	The addresses for communication shall be: For the Employer ***Yeshi Jamstho, Regional Manager, Mongar*** For the contractor ……………………………………………………………………………
GCC 15.1	For insurance purposes the type of cover required shall be: the contractor shall be responsible for the insurance [As per insurance policy]
GCC 16.1	Possession of the site shall be within [As per work order] days form the date of signing of the contract.
GCC 17.1	Commencement of work shall be within [As per work order] days from the date of handing over possession of the site.
GCC 18.1	Completion of works shall be with in [As per work order] days from the date of issuing of work order

GCC 28.1	The retention shall be 10% of the contract price
GCC 29.1	The liquidated damages for the whole of the work are 0.1% of the initial/final contract price per day. The maximum amount of liquidated amount for the whole work is 10% of the initial / final contract price.
GCC 33.1	*The Defects Liability Period shall be [12]* *In case of works up to Nu. two [2] million, the defects liability period shall be a minimum of six months.*
GCC 37.1	*The percentage to apply to the value of the work not completed, representing the employer additional cost for completing the works, is [percent it is generally 20% of the value of work not completed up to a contract price]*

SECTION 8. INTEGRITY PACT

1 General

Whereas (*Mr. Yeshi Jamtsho*) representing the (*Zhonggar Regional Office, NRDCL Mongar*), Royal Government of Bhutan, hereinafter referred to as the Employer on one part, and (*Name of person:……………………*) representing the (*Name of Bidder:……………………………………*) 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 have 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 encash 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 Examination 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 are true and correct to the best of our knowledge and belief.

The parties hereby sign this Integrity Pact at __________________ on____________

Yeshi Jamtsho

EMPLOYER (Offg. Regional Manager)

BIDDER

Witness: Damcho Palgay

1. Asst. prod & sales Manager

(Legal Officer/ Internal Auditor)

Witness:

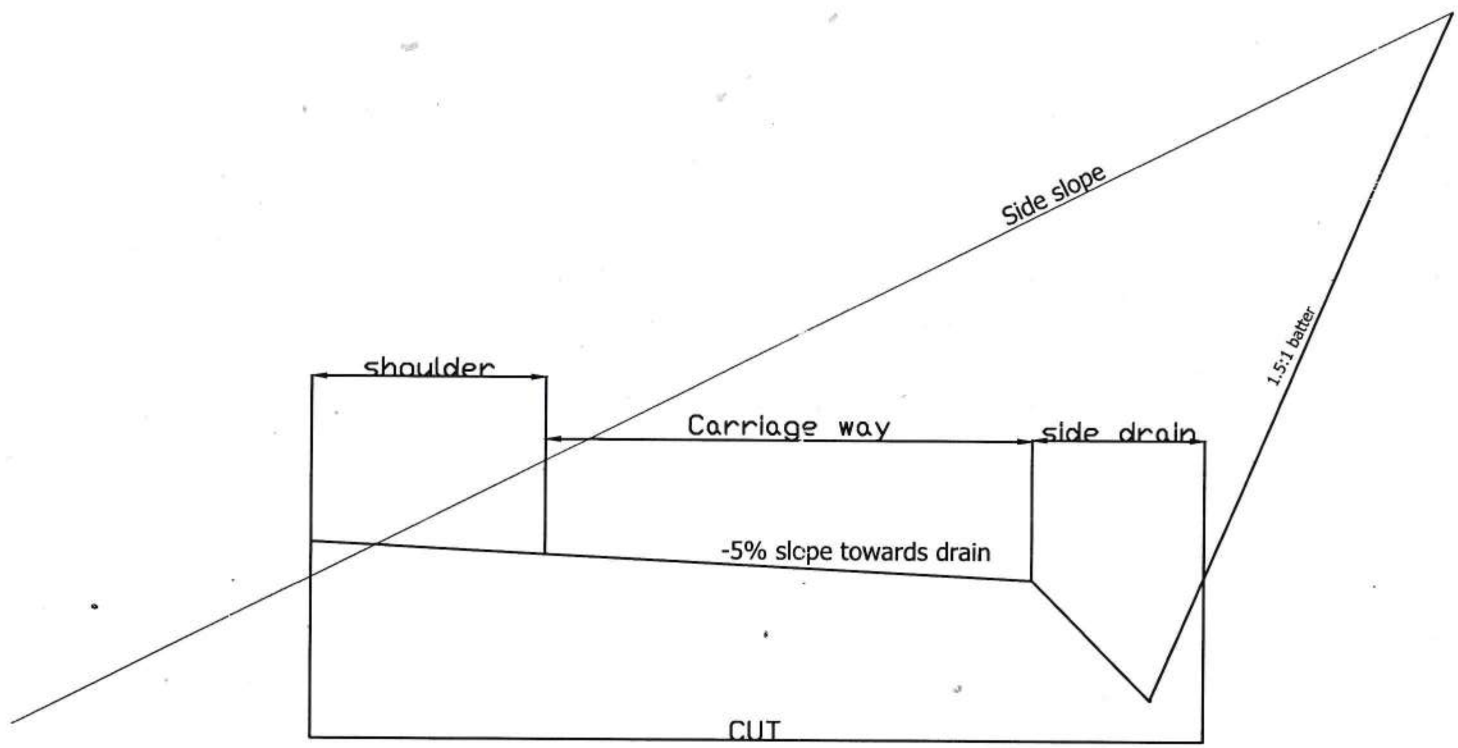
1.__________________

Section: 9 : Estimate.

NATURAL RESOURCES DEVELOPMENT CORPORATION LIMITED
KHENGZOR FMU FOREST ROAD

Location Khengzor Fmu Zhonger region
Length:1000.00 m

SL no	Description	QTY	UNIT	RATE	AMOUNT	CODE
1	**EARTH WORKS:**					
1.1	**Rigth -of -way- clearing:**					
	a) Clearing jungle including up-rooting of vegetation and felling of trees of grith greater than 300mm and stacking within 50m of the site					
	l(m) B(m)					
	1000 10	10000	sq.m			CG0002
1.2	Excavation of road formation/trace/box cutting in both soil and rock strata using an excavator, including separate stacking of excavated soil, rock and sandstone materials within 50 meters of reuse. The excavated material shall be transported over a distance of up to 1000 meters, regardless of station markings. All disposed material shall be leveled and neatly dressed. The general formation width shall be 6 meters however, increased width shall be adopted at zigs and sharp ridges, and valley sections as instructed by the site supervisor. Cutting width shall be carried out strictly as per the drawings and site instruction					
	145m rocks	145	m			Dor rate
	855m soil	855	m			Dor rate
2	**CROSS DRAINAGE WORKS:**					
2.1	**LOG CULVERTS**					
	Complete construction of log culverts as per the drawings, using suitable road alignment timber with diameter not less than 500 mm. The work includes excavation for foundations, placement and alignment of logs as specified in the drawings including royalty if required, and all associated works required to complete the structure in accordance with design and instructions.					
	1	1	nos			NRDCL
2.2	**CROSS DRAIN**					
	Complete construction of drain as per the drawings after every 60m interval, using suitable road aligment timber with diameter not less than 500mm. The work includes excavation for foundations, placement and alignment of logs as specified in the drawings including royalty if required, and all associated works required to complete the structure in accordance with design and instruction					
	16	16	nos			NRDCL
3	ROAD WORKS					
3.1	**Embankment**					
	Construction of embankment by laying dry earth in horizontal layers not exceeding 150mm in depth(compacted), including watering, power rolling, dressing and preparation of site with selected excavated earth witin 500 m lead					
	L(m) W(m) H(m) Nos Volume					
	1000 3 0.3 1 900	900	cum.m			RW0030
3.1	**Side Drain**					
	Earth work in excavation for side drain over areas using excavator, exceeding 300mm in depth, 1.5m in width as well as 10 sq.m in area on plan, including dressing, levelling and disposal of excavated earth, lead up to 50m and lift up 1.5 m in all types of soil and rock both. The rate shall be applicable for both rock and soil portion					
	L(m) W(m) H(m) Nos Volume					
	1000 0.5 0.5 1 250	250	cum.m			RW0049
3.2	**Stone Edging**					
	Providing and laying hammer dressed stone edging 150x250mm with stone including excavation, refilling and disposal of surplus earth within 30 lead					
	L(m) W(m) H(m) Nos Volume					
	1000 0.15 0.2 2 2000	2000	m			RW0120
3.3	**Stone soling**					
	providing and laying stone soling with stones					
	L(m) W(m) H(m) Nos volume					
	1000 3.2 0.2 1 640	640	Cum.m			SM0072
3.4	**Surface binding**					
	Consolidation of sub-grade with roller, and making good the unduiation with earth and re-rolling the sub grade					
	L(m) W(m) H(m) Nos volume					
	1000 3.5 0.5 1 1750	1750	Sq.m			RW0123
	Total				2,491,796	



WIDTH

Side drain & shoulder	= 1.5m
Carriage way	= 3.5m
Safe place & shoulder	= 1.5m
Total	= 6m

CT	LOCATION		DRAWING			ENGINEEER
ction of Forest Road	Same Throughout		Cross Section 1 of the Forest Road	CS-01		BISHAL SUBBA FRD, HO, NRDCL
	Note: • Drawings are to be read only and not to be measured. • All dimensions are in millimeters unless stated otherwise.	*When in doubt, please ask, do not assume.*	Scale: NTS			