

51. Advance Payment

51.1. The Employer shall make advance payment to the Contractor of the amount stated in the SCC (mobilization) by the date stated in the SCC, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer. The amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

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

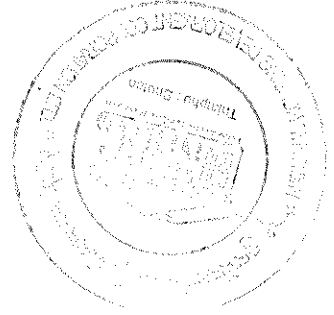
- (a) The materials shall be in accordance with the specifications and shall not be in excess of the requirements;
- (b) The materials shall be delivered at the site of the works, properly stored and protected against loss, damage or deterioration;
- (c) A declaration shall be given by the contractor passing on the lien on the rights of the materials to the Procuring Agency.

- (d) The amount of the secured advance shall not be more than seventy five percent (75%) of the cost of materials delivered at the site of works which shall be supported by the original invoices/bills from the suppliers. All materials imported from other countries shall be supported by Bhutan Sales Tax Receipts or Customs Clearance. In case of fabrication works off site, secured advance may be paid to the Contractor after site inspection is carried out by the Procuring Agency at the cost of the contractor, submission of proof of payment (work order) and submission of supply order.

The secured advance shall be recovered from the interim progress payments in the months in which these materials are used in the works.

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

51.4. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. The Mobilization Advance shall be recovered when eighty percent (80%) of the contract is executed. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses or Liquidated Damages.



52. Securities

52.1. The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the SCC by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 30 days from the date of issue of the Certificate of Completion.

52.2. Following the successful completion of the Contract, the Employer shall return the Performance Security to the Contractor within 14 days of receipt of the Certificate of Completion.

52.3. The Employer shall encash the performance security to avoid it becoming invalid in case of failure by contractor to extend the validity.

52.4. The performance security (including additional performance security obtained under abnormally low pursuant to ITB Clause 31 and seriously unbalanced and/or frontloaded bid pursuant to ITB Clause 32) shall be payable to the employer as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.

53. Day works

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

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

53.3. The Contractor shall be paid for Day works subject to obtaining signed Day works forms and at the rate quoted for Day works.

54. Cost of Repairs

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

E. Completion of the Contract

55.1. The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.

55.2. An on-time completion out of a total of thirty percent (30%) scoring shall be done by the Program Manager. The contractor shall be penalized under this component if he fails to deliver the project as per the initial time-lines committed in the Program.



55. Completion

The site engineer shall penalize the contractor to an extent of thirty percent (30%). The quantum of penalty could vary as following:

- (i) Ten (10%) percent for a minor default
(if the final completion of the project is delayed by 10 - 15% as compared to original project duration)
- (ii) Twenty percent (20%) for a medium default
(if the final completion of the project is delayed by 15 - 25% as compared to original project duration)
- (iii) Thirty percent (30%) for a major default
(if the final completion of the project is delayed by 25% or more as compared to original project duration)

55.3. At the time of taking over the work, the project Manager shall ensure that the contractor constructs a permanent information board as specified in SCC:

56. Taking Over

56.1. The Employer shall take over the Site and the Works and shall issue the completion Certificate within 7 days of taking over. The completion certificate shall include the following mandatory information:

- (i) Name of Contract firm
- (ii) Name of Proprietor
- (iii) CDB Registration No.
- (iv) Trade License No.
- (v) Contract Amount
- (vi) Year of Completion
- (vii) Award order No. with Date.

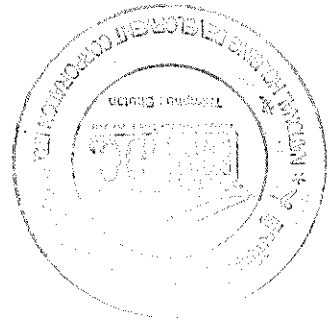
57. Final Account

57.1. The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

58. Operating and Maintenance Manuals

58.1. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.

58.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the SCC from payments due to the Contractor.



59. Termination

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

59.2. 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 Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) The Contractor fails to employ the personnel and equipments proposed pursuant to GCC clause 10.1,
- (e) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (f) the Project Manager gives notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (g) the Contractor does not maintain a security, which is required;
- (h) the Contractor subcontracts any or whole of the Works without the approval of the Employer;
- (i) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC; and
- (j) in case of joint venture any or all parties fail to fulfill the contractual obligations.

- (k) Fails to execute the contract in accordance with the contract, such failure being defined in SCC;
- (l) refuses or is unable to execute and complete the Works and

Services in the manner specified in the program furnished under GC Clause 27 at rates of progress that give reasonable assurance to the Employer that the Contractor can attain completion of the works and services by the Time for Completion as extended.

For fundamental breach of contract by contractor the employer shall give notice of a breach of contract for causes listed under GCC sub-clause 59.2 above and requiring the contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fifteen (15) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GC Sub-Clause 59.2.



For fundamental breach of contract by employer the Contractor shall give a notice to the Employer thereof to remedy the breach within thirty (30) days of such notice and if the Employer is still unable to carry out any of its obligations under the Contract for any reason attributable to the Employer within thirty (30) days of the said notice, the Contractor may by a further notice to the Employer referring to this GC Sub-Clause 59.2, forthwith terminate the Contract.

59.3. When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 59.2 above, the Project Manager shall decide whether the breach is fundamental or not.

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

59.5. 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.

60.1. 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 the Contract and expel him from the Site, and the provisions of GCC Sub-Clause 60.4 to 60.8 shall apply.

60.2. Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with GCC Sub-Clause 10.2

60.3. For the purposes of this Sub-Clause:

- (a) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value⁵ to influence improperly the actions of another party;
- (b) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;



60. Corrupt or Fraudulent Practices

Section VI. General Conditions of Contract (GCC)

- (c) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (d) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (e) "obstructive practice" is

① deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

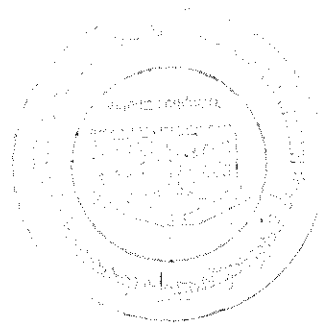
- ② acts intended materially to impede the exercise of the inspection and audit rights of the Employer and/or any other relevant RGoB agency provided for under GCC Clause 23.

60.4. will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

60.5. will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded an RGoB-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an RGoB-financed contract;

60.6. Will have the right to require that a provision be included in Bidding Documents and in contracts financed by the RGoB, requiring Bidders, Suppliers, Contractors and their Subcontractors to permit the Purchaser, any organization or person appointed by the Purchaser and/or any relevant RGoB agency to inspect their accounts and records and other documents relating to their Bid submission and contract performance and to have them audited by auditors appointed by the Purchaser;

60.7. Requires that Bidders, as a condition of admission to eligibility, execute and attach to their bids an Integrity Pact Statement in the form provided in the Bidding Documents which shall also be signed by procuring agencies; and





60.8. Will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anti-Corruption Commission (ACC) of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.

61.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of work not completed, as indicated in the SCC. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor to the Employer.

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

62.1. All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer if the contract is terminated because of a Contractor's default.

63.1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

61. Payment upon Termination

62. Property

63. Release from Performance

SECTION VII. SPECIAL CONDITIONS OF CONTRACT

A. General													
GCC 1.1 (o)	The Employer is National Housing Development Corporation Limited												
GCC 1.1 (r)	The Intended Completion Date for the whole of the Works shall be "12 Months from the date of start as specified in the work order or as adjusted in accordance with this contract".												
GCC 1.1 (v)	The Project Manager is will be specified in the letter of award.												
GCC 1.1 (y)	The Site is located at Thimphu												
GCC 1.1 (bb)	The Start Date shall be "as specified in the work order".												
GCC 1.1 (ff)	The Works consist of "[Renovations and remodelling of ROEA building (three storeys) at Old Service Centre - DCSI, Changzamtog, Thimphu]".												
GCC 2.2	Sectional Completions are: None												
GCC 2.3 (9)	The following documents also form part of the Contract: Schedule of Other Contractors (GCC 9) - None Schedule of Key Personnel (GCC 10) - None Site Investigation Reports (GCC 11) - None Schedule of Operating and Maintenance Manuals (GCC 57) - None												
GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of the Kingdom of Bhutan.												
GCC 9.1	Schedule of other contractors: Not Applicable (NA)												
GCC 10.1	Key Personnel: Insert Schedule of Key <table><tr><td>SI.No</td><td>Position</td><td>Amount to be deducted per month</td></tr><tr><td>1</td><td>Project Manager</td><td>Nu. 25,000.00 per head</td></tr><tr><td>2</td><td>Project Engineers (for both civil & electrical)</td><td>Nu. 20,000.00 per head</td></tr><tr><td>3</td><td>Site Supervisors (for both civil & electrical)</td><td>Nu. 10,000.00 per head</td></tr></table> The amount to be deducted for the key personnel not employed by the contractor for each personnel is as stated above. The amount to be deducted for the Bhutanese Employment/TTI not employed by the contractor as per Section IV evaluation and qualification criteria clause 5.2 for each personnel is Nu. 15,000.00 per month	SI.No	Position	Amount to be deducted per month	1	Project Manager	Nu. 25,000.00 per head	2	Project Engineers (for both civil & electrical)	Nu. 20,000.00 per head	3	Site Supervisors (for both civil & electrical)	Nu. 10,000.00 per head
SI.No	Position	Amount to be deducted per month											
1	Project Manager	Nu. 25,000.00 per head											
2	Project Engineers (for both civil & electrical)	Nu. 20,000.00 per head											
3	Site Supervisors (for both civil & electrical)	Nu. 10,000.00 per head											

Section VII. Special Conditions of Contract

GCC 21.2		The information board shall be 4'x3' and of Timber & 6mm Plywood with following details:		(i) Name of Work: (ii) Start and Completion Date: (iii) Value of Work: (iv) Name of Contractor: (v) Name of Employer:			
GCC 21.1		The Site Possession Date(s) shall be: "as specified in the work order".					
GCC 19		The contractor shall comply with all applicable safety regulations and be responsible for safety of all persons and damage to the properties and utilities; not protecting the environment and minimise noise, pollution or other undesirable affects due to modes of operations at workplace. The occupational health and safety (OHS) gears and equipments shall be provided by the contractor as appropriate to his employees; employers' employees (i.e. site engineers and project manager assigned for the project only); and official site visitors at work place as per the OHS requirements and measures of section VIII.		Failing to comply with safety measures at workplace shall be liable as per the relevant regulations and laws.			
GCC 15.1		Queries. None					
GCC 14.1		The minimum insurance amounts and deductibles shall be: (a) loss of or damage to the Works, Plant and Materials to be built into the works: "As per RICBL/BIL prevailing rates"					
		The amount to be deducted for the equipments not available at site is as stated above.					
Sl. No	Equipment	Amount to be deducted (Nu.)	Remarks	1	Concrete Mixer	54,960.00	per month
2	Vibrator	34,080.00	per month	3	Truck/Tipper	201,120.00	per month
4	Excavator	466,320.00	per month	5	Levelling Equipment (Dummy Level, Theodolite, Total Station etc.)	10,000.00	per month
6	Welding Machine	5,000.00	per month	7	Shuttering Plates & Props	15,000.00	Lumpsum
8	Drilling Machine	34680	Per month	9	Water Pump	36,000.00	per month
10	Pressure Tester	3,000.00	per month	11	Meggar	3,000.00	per month
12	Crimping Tool	3,000.00	per month				



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GCC 25.2	Fees and types of reimbursable expenses to be paid to the Adjudicator ; As per ADRC Rules & regulations	
GCC 25.3	Institution whose arbitration procedures shall be used: For Contracts with Bhutanese Contractors Bhutan Alternative Dispute Resolution Centre (BADRC); GCC Sub-Clause 24.3—All disputes arising in connection with the present Contract shall be for finally resolved by arbitration in accordance with the rules and procedures of the Bhutan Alternative Dispute Resolution Centre (BADRC). The arbitration award shall be final on the parties who shall be deemed to have accepted to carry out the resulting award without delay and to have waived their right to any form of appeal insofar as such waiver can validly be made.	
GCC 26.1	Appointing Authority for the Adjudicator: NA	
B. Time Control		
GCC 27.1	The Contractor shall submit for approval a Program for the Works within Seven (7) days from the date of the Letter of Acceptance/Award as appropriate. The Program shall include, but not be limited to, the following elements under the conditions stipulated: (a) Quality Assurance Plan (QAP) The Quality Assurance Plan shall specify the work methodology, quality control tests and intervals for such tests in accordance with the work specifications for each item of the Works. If in the opinion of the Project Manager the QAP submitted by the Contractor does not fully represent the spirit of the General Conditions of Contract or the Specifications he may seek further clarification from the Contractor before his approval. The Contractor shall strictly follow the QAP in the execution of the Works. If the Contractor does not comply with the QAP, he shall not be allowed to proceed further with the Works. Details of all procedures and compliance documents shall be submitted to the Project Manager for information before each execution stage is commenced. Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the contract.	
GCC 27.3	The amount to be withheld for late submission of an updated Program is Nu. 10,000.00 . The winning contractor shall submit realistic work plan legally signed in the presence of a witness for approval of the Project Manager. The approved work plan will be reviewed on monthly basis and updates every after 60 days, failing to mobilize the resources and commence physical activities within 45-days from the date of start/issuance of letter of start or comply with work plan for three consecutive times shall lead to termination of contract by the employer without notice.	

Section VII. Special Conditions of Contract

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C. Quality Control	
GCC 35.1	The Contractor shall carryout the following at their own cost if the Project Manager instructs to check the defect or quality and shall not execute the work without prior approval from the Project Manager.
	1. Submit the sample in advance to maintain the progress of the work; and 2. Carryout test including not specified in the specification.
GCC 36.1	
The Defects Liability Period is: 12 months	
D. Cost Control	
GCC 38	The contractor shall read and understand the Bidding Date Sheet, Bill of Quantities and its subsequent bidding documents; and furnished the item rate as appropriate to complete the works.
	All items of the Works shall be carryout by the bidder except supply of dressed timbers and fabricated works of dressed timber; and concrete brick only as it shall be supplied by the procuring agency form its Manufacturing Unit at Bjimena-Thimpnu. Hence, the bid price for this relevant item shall be exclusive of the cost of the material ex-factory, Bjimena as appropriate. Check the material quality and specification/ requirement before taking over of the item at ex-factory and Employer shall not be responsible thereafter.
GCC 45.1 (h)	The employee shall provide minimum of one month period to the employer for seasoning, dressing and fabrication works as just and fair depending on the quantity and complexity of works.
	Other Compensation Events are: None
GCC 46.1	
In case of certain Tax exemptions, such as in foreign assistance projects, this specific exemption(s) should be clearly specified in this clause.	
GCC 48.1	
The Contract is "Not" subject to price adjustment,	
GCC 49.1	
The proportion of payments retained is: 10% during the payment of running accounts bills. However, percent shall not apply if the performance security is furnished till the end of Defect Liability Period as per Simplified Procurement Rules and Regulation 2021 under COVID19 (SPRR 2021).	
GCC 50.1	
The liquidated damages for the whole of the Works are 0.10% per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the initial Contract Price.	
GCC 51.1	
The Mobilization Advance Payment shall be twenty percent (20%) of the Contract Price and shall be paid to the Contractor no later than 30 days after receipt by the Employer of an acceptable Advance Payment Guarantee.	
GCC 51.2	
The secured advance is 75% of the cost of the materials brought at site.	
GCC 52.1	
The Performance Security amount is shall be Ten Percent (10%) of the Contract Price and may be valid till the end of Defect Liability Period; and must furnished prior to signing of contract agreement, denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Employer].	
D. Finishing the Contract	





GCC 55.3	The permanent information board shall be 4'x3' and of Granite with following details: (i) Name of Work: (ii) Completion Year: (iii) Constructed by: (iv) Name of Employer:	GCC 58.1	The date by which operating and maintenance manuals are required is <i>None</i> The date by which "as built" drawings are required is <i>after the completion of the work/before release of the final bill.</i>	GCC 58.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC Sub-Clause 58.1, or failing to obtain the Project Manager's approval of them by the said date, is <i>0.1% of the final contract price.</i>	GCC 59.2 (i)	The maximum number of days is: <i>100 days.</i>	GCC 59.2 (k)	Failure to execute contract in accordance with the <i>agreed milestone/work plan.</i> In accordance with SPRR 2021 the contract shall be prematurely terminated upon failure to mobilize the resources and commence physical activities within <i>45-days from the date of start/issuance of letter of start.</i>	GCC 61.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is <i>20%</i>
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Section VII. Special Conditions of Contract

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SECTION VIII SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

Section VIII Specifications and Performance Requirements

1. General requirement

Technical Specifications to be followed for the "Major Renovations Works (single storeyed 7 units) at Old Service Centre - DCSI, Changzamtog, Thimphu", shall be as per but not limited to the following Specifications:

a. Specifications for Building and Roads Works -2021 published by the Department of Engineering Services, MoWHS;

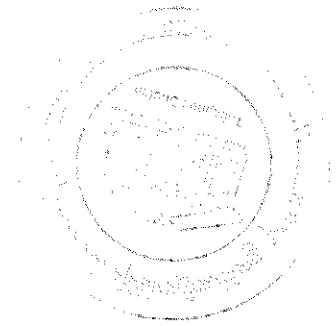
b. Any specification not covered in the above document shall be as per the specification specified hereunder;

c. Further, if any specification not covered in serial no. a & b above shall be as per the manufacturers' specifications/recommendation or as per relevant & prevailing Standards acceptable to the employer;

d. Materials and workmanship shall meet or exceed the minimum specified standards. As and when required, the contractor shall submit samples of the materials for approval of the employer in advance.

e. Any additional works overlooked in this contract and if in the opinion of the contractor the works need to be carried out or is necessary to complete this contract, such works shall be permitted to be carried out with the prior approval of the employer. The contractor shall inform in writing to the employer the advantages or benefit of executing these additional works.





GENERAL SPECIFICATION

The following general specification shall be used for electrification works prescribed in the bidding document. These specifications shall be referred along with the design drawings, estimate and bill of quantities to avoid any discrepancy with the brands at the site. Should there be anything not covered in this specifications shall be governed by the standards of Bhutan Standard Bureau (BSB) and International / Indian standards (I.S)

Sl No.	Materials	Product Brands
1	LEDs	
a.	Indoor LED lamps and luminaries	HPL/Havells/Crompton Greaves
b.	Outdoor LED lamps and luminaries	HPL/Havells/Crompton Greaves
2	SWITCHES, SOCKETS & WIRING ACCESSORIES.	
		MK (Blenze)/Legrand (Arteor)/Crabtree (Murano)
3	WIRES & CABLES	
a.	Domestic wires (0.5 sq.mm to 25 sq.mm, 1100V grade)	FR { (Royal Cables)/(Havells)/(RR Kabel)/HPL make }
b.	LT Power cables (2.5 sq.mm to 600 sq.mm)	XLPE (Havells/RR Kabel/KEI) make
4	LV SWITCHGEARS	
a.	MCB	C-Curve series (Legrand/Havells)
b.	MCCB	Legrand/Hager/Havells
c.	RCCB/MCCB	Legrand/Havells
d.	Distribution Boards	Legrand/Havells
5	HDPE PIPES & FITTINGS.	
a.	HDPE pipes & fittings	Supreme/Druk pipe/ Rabten
6	EARTHING	As Per the BSB Standards & I.S Standards.
7	FANS	
a.	Ceiling Fan/Wall Fan	Havells/Berlia/Anchor by Panasonic
b.	Exhaust Fan	Havells/V-guard/Polycab
8	AIR CONDITIONER	Daikin/Bluestar/Samsung
9	Electrica water heaters (Geysers)	Racold/Venus/Berlia/V-guard/System

Occupational Health and Safety Measures

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The following list of OHS inputs are the minimal mandatory requirements at a construction site. These requirements had been derived in consensus with the Department of Labour (DoL), Ministry of Labour and Human Resources (MOLHR).

1. Insurance

Every worker shall be insured for the entire period of construction. The capital sum to be insured shall be as per the requirements of Labour and Employment Act of Bhutan - 2007 and its regulations.

2. Personal Protective Equipment (PPE)

Every worker shall be provided with minimal PPE to minimize exposure to hazard and to ensure safety at the construction sites **"at all times"**. The PPE could be grouped and provided as below:

2.1 To be provided to all:

- Safety helmet
- Safety shoes
- Protective gloves
- High visibility Vest
- Dust mask

2.2 To be provided to specific workers: (Specific workers includes (but not limited to) those workers working at height, welders, workers engaged in works with high noise level, etc.)

- Safety belt
- Safety harness
- Safety goggle and spectacle
- Ear muffs
- Ear plugs
- Welding shield/glass

2.3 Common Protection Measures (CPMs)

- First Aid tool box with aid kits
- Medical examination and records
- Adequate safety signs and signboards
- Boundary fence/barricade
- Fire and electrical safety
- Fall protection

● Trained OHS Officer/ Safety Supervisor/Safety Representative. (This requirement will only come into effect after the DoL and CDB starts the required training. The site engineer/project manager of the contractor can be OHS officer after getting trained).

● Trained first aider (The site supervisor or one of the workers can be the first aider after getting trained)

● Safety and health orientation to new workers and safety training

● Housekeeping

● Traffic management at construction site

● Trenching and excavation safety



SECTION IX. DRAWINGS

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

Attached as following:

1. Architectural drawings
2. Structural drawings
3. Water supply and sanitation drawings
4. Electrical Drawings



SECTION X. CONTRACT FORMS

Notes on Forms of Securities

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

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Letter of Acceptance

[Letterhead paper of the Employer]

Notes on Standard Form of Letter of Acceptance

The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clauses 37 of the Instructions to Bidders. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of Bids has been completed.

[Insert date]

To: [name and address of the Contractor]

This is to notify you that your Bid dated [insert date] for execution of the [insert name of the Contract and identification number, as given in the SCC] for the Contract Price of the equivalent of [insert amount in numbers and words] [insert name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

[insert one of the following (x) or (y) options if applicable]

(x) We accept that [insert name proposed by Bidder] be appointed as the Adjudicator.

(y) We do not accept that [insert name proposed by Bidder] be appointed as Adjudicator, and by sending a copy of this Letter of Acceptance to [insert name of the Appointing Authority] we are hereby requesting [insert name], the Appointing Authority, to appoint the Adjudicator in accordance with ITB Clause 41.

The Contract in duplicate is attached hereto. You are hereby instructed to:

(a) confirm your acceptance of this Letter of Acceptance by signing and dating both copies of it, and returning one copy to us no later than 15 days from the date hereof;

(b) proceed with the execution of the said Works in accordance with the Contract;

(c) sign and date both copies of the attached Contract and return one copy to us within 15 days of the date hereof; and

(d) forward the Performance Security pursuant to ITB Sub-Clause 39.1, i.e., within 15 days after receipt of this Letter of Acceptance, and pursuant to GCC Sub-Clause 52.1

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract





Section X. Contract Forms

Contract

Notes on Standard Form of Contract

The Contract should incorporate any corrections or modifications to the Bid resulting from corrections of errors (ITB Clause 27), price adjustment during the evaluation process (ITB Sub-Clause 15.3), selection of an alternative offer (ITB Clause 16), acceptable deviations (ITB Clause 26), or any other mutually-agreeable changes allowed for in the Special Conditions of Contract, such as changes in key personnel, subcontractors, scheduling, and the like.

This Contract is made the [insert day] day of [insert month], [insert year] between [insert name and address of Employer] (hereinafter called "the Employer") and [insert name and address of Contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute [name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein. Now this Contract witnesseth as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Contract.

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

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

In Witness whereof the parties thereto have caused this Contract to be executed the day and year first before written.

_____ The Common Seal of [Witness entity]
_____ was hereunto affixed in the presence of:
_____ Signed, Sealed, and Delivered by the said
_____ in the presence of:

_____ Binding Signature of Employer [signature of an authorized representative of the Employer]

_____ Binding Signature of Contractor [signature of an authorized representative of the Contractor]

Performance Demand Bank Guarantee

(Unconditional)

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

[bank's name, and address of issuing branch or office]

Beneficiary: [name and address of Employer]

Date: [date]

PERFORMANCE GUARANTEE No.: [Performance Guarantee number]

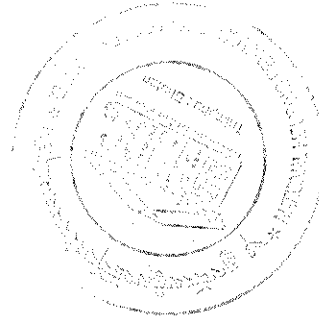
We have been informed that [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the Contract] dated [date of Contract] with you, for the execution of [name of Contract and brief description of Works] (hereinafter called "the Contract").

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

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

This guarantee shall expire no later than 30 days from the date of issuance of the Certificate of Completion, calculated based on a copy of such Certificate which shall be provided to us, or on the [number] day of [month], [year], whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this Guarantee for a period not to exceed [6 months][1 year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the Guarantee.

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



Bank Guarantee for Advance Payment

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

[bank's name, and address of issuing branch or office]

Beneficiary: [name and address of Employer]

Date: [date]

ADVANCE PAYMENT GUARANTEE No.: [number]

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

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee in the sum or sums indicated below.

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

It is a condition for any claim and payment under this guarantee to be made that the Advance Payment referred to above must have been received by the Contractor in its account number [account number] at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the Advance Payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the Interim Payment Certificate indicating that eighty percent (80%) of the Contract Price has been certified for payment, or on the [number] day of [month], [year], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. We agree to a one-time extension of this guarantee for a period not to exceed [6 months][1 year], in response to the Employer's written request for such extension, such request to be presented to us before the expiry of the guarantee.

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



Retention Money Security Demand Guarantee

[bank's name and address of issuing branch or office]

Beneficiary: _____ [insert name and address of Employer]

Date: _____ [insert date of issue]

RETENTION MONEY GUARANTEE No.: [insert guarantee reference number]

We have been informed that _____ [insert name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. _____ [insert reference number of the contract] dated _____ with the Beneficiary, for the execution of _____ [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money] or if contract duration is beyond 12 months the amount on completion of 50% of the value of the contract and duly certified by the Project Manager] is to be made against a Retention Money guarantee.

the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [insert amount in figures] (_____ [amount in words] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number _____ at _____ [insert name and address of Applicant's bank].

This guarantee shall expire no later than the Day of, 2...., and any demand for payment under it must be received by us at the office indicated above on or before that date.

[signature(s)]

