

ROYAL INSURANCE CORPORATION OF BHUTAN LIMITED



R I C B

"Your partner for growth and security"

**DESIGN, MANUFACTURE, SUPPLY, INSTALL, TEST,
COMMISSION & ANNUAL MAINTENANCE CONTRACT OF
CENTRAL HEATING SYSTEM (VRF) AT CORPORATE OFFICE
BUILDING, RICB, THIMPHU, BHUTAN.**

ENGINEERING UNIT - May 30, 2024

Tender Reference No.: *partner for growth and security"*

Name of Firm:.....

License/CDB No......

Contact No......

Email Address:.....

TABLE OF CONTENTS

NOTICE INVITING TENDER (NIT).....	1
CHECKLIST FOR TENDER DOCUMENT	3
SECTION I: INSTRUCTION TO BIDDERS (ITB).....	5
A. GENERAL	5
1. SCOPE OF TENDER	5
2. ELIGIBILITY	5
3. CORRUPT OF FRAUDULENT PRACTICE.....	6
4. SITE VISIT	7
B. BIDDING DOCUMENTS	7
5. Content Of Bidding Documents	7
C. QUALIFICATION CRITERIA	7
6. Financial Capacity.....	7
7. Experience and technical capacity.....	7
D. PREPARATION OF BIDS.....	8
9. Cost of Bidding.....	8
10. Language of Bids.....	8
11. Documents comprising the Bid.....	8
12. Bid Prices	8
13. Price Variation	10
14. Price Schedules.....	10
15. Bid Validity.....	10
16. Bid Security (Earnest Money Deposit – EMD).....	10
17. Signing Of Bids.....	11
E. SUBMISSION OF BIDS.....	12
18. Three-Envelope Bidding Process.....	12
19. Content of Three-Envelopes	12
20. Deadline for Submission of the Bids.....	13
21. Rejection of Bid	13
22. Extension of Deadline for submission of Bid.....	13
23. Late Bid	13
24. Modifications and Withdrawal of Bids.....	13
F. BID OPENING AND EVALUATION	14

25.	Confidentiality	14
26.	Bid Opening	14
27.	Stage One – Opening of Envelope A & B	14
28.	Stage Two – Opening of Envelope C	14
29.	Clarification of Bids	15
30.	Examination of Bids and Determination of Responsiveness	15
31.	Correction of Errors	16
32.	Preliminary Examination of Bids.....	16
33.	Technical Bid Evaluation	17
34.	Financial Bid Evaluation	17
35.	Conversion To Single Currency	17
36.	Margin Of Preference.....	17
37.	Abnormally Low Bid	17
38.	Seriously unbalanced Bids	18
39.	Right to Reject, Accept/Cancel the bid.....	18
G.	AWARD OF CONTRACT	18
40.	Award Criteria	18
41.	Letter of Intent to Award the Contract/Letter of Acceptance.....	18
42.	Debriefing by the procuring agency.....	19
43.	Signing of Contract	20
44.	Performance Security Deposit	20
45.	Complaint and Review	20
SECTION II:	GENERAL CONDITION OF CONTRACT	23
1.	Definitions	23
2.	Contract Documents.....	24
3.	Fraud and Corruption	24
4.	Interpretation	25
5.	Language.....	26
6.	Joint Venture, Consortium or Association.....	26
7.	Eligibility	26
8.	Notices	27
9.	Governing Law	27
10.	Settlement of Disputes.....	27

11.	Inspections & Audit	27
12.	Scope of Supplies.....	28
13.	Delivery and Documents	28
14.	Supplier’s Responsibilities	28
15.	Procuring agency’s Responsibilities.....	28
16.	Contract Price	28
17.	Terms of Payment	29
18.	Taxes and Duties	29
19.	Performance Security.....	29
20.	Copyright	30
21.	Confidential Information.....	30
22.	Subcontracting.....	31
23.	Specifications and Standards	31
24.	Packing and Documents.....	31
25.	Insurance	32
26.	Transportation.....	32
27.	Inspections and Tests.....	32
28.	Liquidated Damages.....	33
29.	Warranty.....	33
30.	Patent Indemnity.....	34
31.	Limitation of Liability	35
32.	Change in Laws and Regulations.....	35
33.	Force Majeure.....	36
34.	Change Orders and Contract Amendments.....	36
35.	Extensions of Time	37
36.	Termination	37
37.	Export Restriction.....	38
SECTION III: SPECIAL CONDITION OF CONTRACT		39
SECTION IV: BIDDING DATA SHEET		43
SECTION V: TERMS OF REFERENCE		47
A. ELIGIBILITY CRITERIA		47
B. INSTALLATION OF CENTRAL HEATING SYSTEM		47
1. SCOPE OF SERVICES		47

2.	TERMINAL POINTS.....	48
C.	TECHNICAL SPECIFICATION	49
1.	General	49
2.	Outdoor Unit	49
3.	Compressor.....	50
4.	Condenser / Heat Exchanger and Fans	50
5.	Indoor Units (IDU)	51
6.	Common features of Indoor Units	51
7.	Cassette type units	51
8.	Ceiling Mounted Exposed Unit	52
9.	Indoor Control Unit	52
10.	Refrigerant Piping Capabilities.....	52
11.	Refrigerant Piping:.....	52
12.	Testing & Balancing:.....	53
13.	Refrigerant Piping.....	53
14.	Pipe Insulation.....	54
14.1.	Refrigerant Pipe Insulation	54
15.	Drain pipe insulation.....	54
16.	Centralized Intelligent Touch Remote controller.....	54
D.	OTHER PARAMETER	56
4.	GENERAL	56
5.	PARTICULAR.....	56
6.	INSURANCE	57
7.	TEST AT SITE:..... <i>"Your partner for growth and security"</i>	57
8.	APPROVAL OF INSTALLATIONS AND COMPLETION CERTIFICATE:.....	57
9.	SERVICING.....	58
E.	ANNUAL MAINTENANCE CONTRACT	58
10.	SCOPE OF SERVICES	58
11.	ROUTINE AND PREVENTIVE MAINTENANCE WORK.....	59
12.	INSTALLATION OF VRF SYSTEM.....	61
13.	ANNUAL MAINTENANCE CONTRACT	61
14.	COMMENCEMENT & COMPLETION OF SERVICE	61
15.	PENALTY.....	62

SECTION VI: BID FORMS	63
A. CONTENT FOR ENVELOPE -A ‘ELIGIBILITY CRITERIA’	63
1. Form E1: Bidder’s Letter for EMD / Bid Security	63
2. Form E2: Bid Security (Bank Guarantee)	64
3. Form E3: Bid Offer Form (without Price)	65
4. Form E4: Bidder’s Information	67
5. Form E5: Eligibility Criteria Response	69
6. Form E6: Declaration for Acceptance of Tender Terms and Conditions	70
7. Form E7: Declaration for Acceptance of Scope of Work	71
8. Form E8: Power of Attorney	72
9. Form E9: Letter of Undertaking	73
10. Form E10: Pre–Qualification Bid Letter	74
11. Form E11: Declaration regarding Clean Track by Bidder	75
12. Form E12: Integrity Pact Statement	76
13. Form E13: Bidding Document Fee Deposit Slip	79
B. CONTENT FOR ENVELOPE -B ‘TECHNICAL BID’	80
1. Technical Evaluation Criteria	80
2. Form T1: Bidder’s Experience	82
3. Form T2 : Client Details	83
4. Form T3: Human Resource Detail	84
5. Form T4: Detail of Product	85
C. CONTENT FOR ENVELOPE -C ‘COMMERCIAL BID’	86
1. Form C1 - Commercial Offer Form	86

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NOTICE INVITING TENDER (NIT)

No. RICB/CO/GAD/EU (05)/2024/ 7460

May 30, 2024

NOTICE INVITING FOR OPEN TENDER

The RICBL would like to invite quotation from the interested bidder for central heating system (VRF) at corporate office, Thimphu:

SN	Name of work	License Type	Contract duration	Bid security	Submission Date
1	Design, manufacture, supply, install, test, commission & annual maintenance contract of central heating system (VRF) at corporate office building, RICB, Thimphu, Bhutan.	Production And Manufacturing, Services Or Trade.	90 Days	Nu.100,000/-	July 03, 2024

1. The interested Bhutanese bidders having the specified license (valid) may download the tender documents from our website www.ricb.bt.
2. The non-refundable tender document fee of **Nu.1000/-** (Ngultrums one thousand) must be deposited in cash along with the tender document.
3. The tender document must be addressed as per the address mentioned in the ToR and submitted to the Engineering Unit, Corporate Office, Thimphu.
4. The bid form must be duly filled and signed on all the pages with the bidder's official seal.
5. Interested bidders may contact us at 17341340/77227920 during office hours for clarification.

Management

Seal and Signature of Bidder

Seal and Signature of Bidder

CHECKLIST FOR TENDER DOCUMENT

The following items must be checked before the bid is submitted:

- i. Demand Draft / Pay Order of **Nu.1000.00 (Ngultrum One Thousand Only)** inclusive of taxes, in Envelope – ‘A’ towards the cost of tender.
- ii. Demand Draft / Banker’s Cheque / Bank Guarantee of **Nu.100,000/- (Ngultrum one hundred thousand Only)** towards Bid Security in Envelope – ‘A’ Earnest Money Deposit (EMD)
- iii. Eligible, Technical, and Commercial Bids prepared in accordance with the TENDER document.
- iv. **Envelope ‘A’** Eligibility Criteria Response.
- v. **Envelope ‘B’** Technical Response
- vi. **Envelope ‘C’** Commercial Bid.
- vii. Copy of this TENDER document duly sealed and signed by the authorized signatory on every page and enclosed with Envelope – ‘B’.
- viii. All the pages of Eligibility Criteria Response, Technical Bid, and Commercial Bid, and any other documents submitted duly sealed and signed by the authorized signatory.
- ix. All relevant certifications, and audit reports, to be enclosed to support claims made in the Bid must be in relevant Envelopes.

Prices are to be quoted in Bhutanese Ngultrums.

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Seal and Signature of Bidder

SECTION I: INSTRUCTION TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF TENDER

- 1.1. The Procuring agency, as indicated in the **Bidding Data Sheet (BDS)** issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section V, Terms of Reference. The name, identification number, and number of lots within this procurement are provided in the BDS.
- 1.2. The successful Bidder will be required to complete the Works within the Time for Completion stated in **BDS**.
- 1.3. Throughout this Bidding Documents.
 - (a) The term **“in writing”** means communicated in written form with proof of receipt;
 - (b) If the context so requires, singular means plural and vice versa; and
 - (c) **“day”** means calendar day.

2. ELIGIBILITY

- 2.1. A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries and any specific category of trade license if so specified in the BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
- 2.2. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process if they:
 - a. are associated, or have been associated in the past, with a firm or any of its affiliates which has been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications and/or other documents to be used for the procurement of the Goods to be purchased pursuant to these Bidding Documents;
 - b. submit more than one Bid in this bidding process, except for alternative offers permitted. However, this does not limit the participation of subcontractors in more than one Bid;
 - c. employ or otherwise engage, either directly or through any of their affiliates, a spouse, dependent or close relative of a public servant of the RGoB who either is employed by the Procuring agency or has an authority over it. For the purposes of this Sub-Clause a close relative is defined as immediate family which includes father, mother, brother, sister, spouse and own children;
 - d. they have at least one controlling partner in common; or

Seal and Signature of Bidder

- e. they receive or have received any direct or indirect subsidy from either party;
 - f. they have the same authorized legal representative for purposes of this Bid;
 - g. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring agency regarding this bidding process;
- 2.3. Government-owned enterprises in Bhutan shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency (directly or indirectly) of the Procuring agency.
- 2.4. A Bidder that is under a declaration of ineligibility pursuant to ITB Sub-Clause 2.1(c) shall not be eligible to participate in this bidding process in any capacity.
- 2.5. Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring agency as the Procuring agency shall reasonably request.

3. CORRUPT OF FRAUDULENT PRACTICE

- 3.1. The Institute requires that Bidders/ Contractors under this contract observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Institute:
- a) defines, for the purpose of these provisions, the terms set forth below as follows:
 - i. **“corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - ii. **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;
 - iii. **“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; and
 - iv. **“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.
 - b). will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - c). will declare a Bidder ineligible, either indefinitely or for a stated period, to be awarded a contract/contract if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

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4. SITE VISIT

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Services and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Services.

B. BIDDING DOCUMENTS

5. Content Of Bidding Documents

5.1. The set of bidding documents comprises the documents listed in the table below.

Sl. No.	Description
1	Notice Inviting Tender
2	Section I: Instruction to the Bidders
3	Section II: General Condition of Contract
4	Section III: Special Condition of Contract
5	Section IV: Bidding Data Sheet
6	Section V: Terms of Reference
7	Section VI: Bid Forms

C. QUALIFICATION CRITERIA

6. Financial Capacity

6.1. The bidder shall have the minimum level of financial capacity if so specified in the **BDS** to qualify for the supply of goods and related services under the contract.

7. Experience and technical capacity

7.1. The bidder shall have the following minimum level of experience to qualify for supply of goods and related services under the contract:

- (a) the minimum number of years of experience in the supply of goods and related services if so specified in the **BDS**;
- (b) specific experience in the supply of similar goods and related services if so specified in the **BDS**;
and
- (c) minimum production capacity or availability of the equipment if so specified in the **BDS**;

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D. PREPARATION OF BIDS

8. Alternative Bids

- 8.1. Each bidder shall submit only one bid as indicated in BDS.
- 8.2. A bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

9. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the institute or Procuring agency will in no case be responsible and liable for those costs.

10. Language of Bids

- 10.1. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring agency, shall be written in the language specified in the **BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for the purposes of interpretation of the Bid, such translation shall govern.

11. Documents comprising the Bid

- 11.1. The bid submitted by the bidder shall comprise the following:
 - a. The non-refundable tender document fee receipt as specified by the procuring agency.
 - b. Bid Security/EMD amount as specified in **BDS** in the form of Cash/Cash Warrant in favour of the Chief Executive Officer, Royal Insurance Corporation of Bhutan Limited, Thimphu.
 - c. All documents required for Technical Bid with Qualification Information and Documents.
 - d. Financial Bid.
 - e. Integrity Pact Statement, as specified in BDS;
 - f. Any other information requested for this tender document.

12. Bid Prices

- 12.1. The rate quoted shall be in **BHUTANESE CURRENCY (Nu.)** for each item and should be inclusive of all taxes/duties, insurance, spares, cost of other material, labour charges, installation of equipment for RICB Corporate Office Building, Thimphu.
- 12.2. The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 12.3. All lots and items in the Schedule of Supply must be listed and priced separately in the Price Schedules.
- 12.4. The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.
- 12.5. The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet.
- 12.6. The terms EXW, CIF, CIP and other similar terms shall be governed by the rules prescribed in the

Seal and Signature of Bidder

current edition of Incoterms, published by the International Chamber of Commerce as specified in the BDS.

- 12.7. Unless otherwise stated in the BDS, Prices shall be quoted inclusive of all applicable taxes and levies, insurance, transportation, handling costs, and any other associated cost to fulfil the contractual obligations, as specified in the Price Schedule forms for Goods and related services included in Bidding Forms. However, to avail margin of preference, prices shall be quoted as specified in the Price Schedule for Goods Manufactured in Bhutan in Bidding Forms. The disaggregation of price components shall be solely for the purpose of facilitating the comparison of Bids by the Procuring agency. This shall not in any way limit the Procuring agency's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) For goods manufactured in Bhutan:
 - i. the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all Customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - ii. any Bhutan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - iii. the price for inland transportation, insurance and other local services required to deliver the Goods to their final destination (Project Site) specified in the BDS.

- (b) For Goods manufactured outside the Procuring agency's Country, to be imported:
 - i. the price of the Goods, quoted CIP named place of destination, in the Procuring agency's Country, as specified in the BDS;
 - ii. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS;

- (c) For Goods manufactured outside the Procuring agency's Country, already imported:
 - i. the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
 - ii. the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - iii. the price of the Goods, obtained as the difference between (i) and (ii) above;
 - iv. any Procuring agency's Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - v. the price for inland transportation, insurance, and other local services required to convey

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the Goods from the named place of destination to their final destination (Project Site) specified in the BDS.

- (d) For Related Services, other than in land transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Supply, the price of each item comprising the Related Services (inclusive of any applicable taxes).

13. Price Variation

- 13.1. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected unless adjustable price quotations are permitted by the BDS. If, in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14. Price Schedules

- 14.1. The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in **Bidding Forms**.

15. Bid Validity

- 15.1. The bid shall be valid for **Sixty (60) days** from the date of submission of the bid. Any Bids which do not meet the validity requirement shall be rejected by the Procuring agency as non-responsive.
- 15.2. In exceptional circumstances, prior to expiry of the original time limit, the Procuring agency may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or e-mail. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for a period of the extension.

16. Bid Security (Earnest Money Deposit – EMD)

- 16.1. The bid shall be accompanied by a bid security amount as specified in BDS.
- 16.2. The bid security shall be valid for **Sixty (60) days** from the day of Bid opening.
- 16.3. Any bid not accompanied by an acceptable Bid Security and not secured shall not be rejected by the Procuring agency. However, if the bidder fails to submit Bid Security within a given timeline, the evaluation team will not proceed for evaluation of that bid and consider non-responsive.
- 16.4. The Bid Security will be returned as follows.

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- a) EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity/finalization of the successful Bidder, whichever is earlier.
- b) The EMD of the successful Bidder shall be returned/refunded after furnishing Performance Bank Guarantee as required in this TENDER.

16.5. A Bid not accompanied by bid security of adequate value and validity shall be rejected by the Procuring Agency as non-responsive.

16.6. The bid security shall be forfeited in the following cases:

- a. The Bidder withdraws the Bid before opening of the bids.
- b. The Bidder withdraws the Bid after opening of the bids but before Notification of Award.
- c. The selected Bidder withdraws the bid / proposal before furnishing Performance Guarantee.
- d. The Bidder violates any of the provisions of the TENDER up to submission of Performance Bank Guarantee.
- e. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.
- f. Failure to accept the order by the Selected Bidder within 15 days from the date of receipt of the Notification of Award / Purchase Order makes the EMD liable for forfeiture at the discretion of RICB. However, RICB reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.
- g. Failure to submit the Performance Bank Guarantee within the stipulated period makes the EMD liable for forfeiture. In such an instance, RICB at its discretion may cancel the Order placed with the selected bidder without giving any notice.

17. Signing Of Bids

17.1. The Bidder shall prepare a document comprising the bid as described in the relevant clauses in this tender document.

17.2. The Bid shall be typed or written in indelible ink and shall be signed by the bidder or a person who is duly authorized by the bidder, holding a power of attorney, with an official seal.

17.3. All pages of the bid, except for printed instruction manuals and specification sheets shall be sealed and signed/initialled by the person or persons signing the bid.

17.4. The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be sealed and signed/initialed by the person or persons signing the Bid.

17.5. The Bid shall be sealed and signed by a person or persons duly authorized to bind the Bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney

Seal and Signature of Bidder

(Form G) or a Board Resolution duly certified by the company's competent authority, extract of which duly certified as true copy should accompany the Bid.

E. SUBMISSION OF BIDS

18. Three-Envelope Bidding Process

- 18.1. The Bid shall be prepared in three (3) different envelopes: Envelope A, Envelope B & Envelope C.
- a. Each of the three (3) Envelopes shall then be sealed and put into an outer envelope marked with the name of work/services as mentioned in **BDS/SCC**.
 - b. The inner and outer envelopes shall be addressed to RICB at the address mentioned in **BDS/SCC**.
 - c. The inner envelopes shall indicate the name and address of the Bidder.
 - d. If the outer envelope is not sealed and marked as indicated, RICB will assume no responsibility for the Bid's misplacement or premature opening.

19. Content of Three-Envelopes

- 19.1. **Envelope 'A'** should be superscribed as '**Eligibility Criteria**'. The following documents duly placed in a file shall be inserted inside Envelope A:

- a. Cost of Bid document in the form of Demand Draft/Pay order drawn in favour of "Royal Insurance Corporation of Bhutan Limited" with the amount mentioned in Section V.
- b. Bid Earnest Money in the form of Demand Draft / Pay Order – Form E1.

OR

Bid Earnest Money in the form of a Bank Guarantee – Form E2.

- c. Bid Offer form (without price) – Form E3.
- d. Bidder Information – Form E4
- e. Eligibility Criteria Response Sheet – Form E5
- f. Declaration of Acceptance of Terms and Conditions – Form E6
- g. Declaration of Acceptance of the Scope of Work – Form 7
- h. Power of Attorney or Board Resolution for Signing of Bid – Form E8
- i. Letter of Undertaking – Form E9
- j. Pre-Qualification Bid Letter – Form E10
- k. Declaration Regarding Clean Track by Bidder – Form E11
- l. Last three years audited balance sheet and profit and loss statements.
- m. Satisfactory performance certificates from two customers where the bidder has provided Similar consultancy services during the last 5 years.

- 19.2. **Envelope 'B'** should be superscribed as '**Technical Bid**':

The following documents duly placed in a file, shall be inserted inside Envelope B:

- a. Technical Evaluation- Form T
- b. Bidders Experience – Form T1
- c. Client details for Reference– Form T2
- d. Human Resource Details – Form T3
- e. Detail of product – Form T4.
- f. TENDER document sealed and signed by authorized signatory.

Seal and Signature of Bidder

The Technical Bid envelope shall not include any financial information. If the Technical Bid contains any financial information the entire Bid will be rejected.

19.3. Envelope 'C' should be superscribed as '**Commercial Bid**':

- a. Commercial Offer Form – Form C1
- b. Bill of Quantity – Form C2

20. Deadline for Submission of the Bids

- 20.1. Bids must be received by the Procuring agency at the address specified in **BDS/SCC** not later than the last date of submission. In the event of the specified date for receiving the bids being declared a holiday by the Procuring agency, the bids will be received up to the appointed time on the next workingday.
- 20.2. The deadline for receipt of bid(s) by the Procuring agency is as specified in **BDS**. Bids by electronic means are not acceptable unless otherwise informed by the Procuring agency (prior to the submission date).

21. Rejection of Bid

- 21.1. The Bid is liable to be rejected if:
 - a. The document doesn't bear signature of authorized person.
 - b. It is received through Telegram/Fax/e-mail.
 - c. It is received after expiry of the due date and time stipulated for Bid submission.
 - d. Incomplete/incorrect Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this document.
 - e. Any Bid received by the Procuring agency after the deadline will be rejected.

22. Extension of Deadline for submission of Bid

- 22.1. RICB may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents which will be intimated through RICB website, in which case all rights and obligations of RICB and Bidders will thereafter be subject to the deadline as extended.

23. Late Bid

- 23.1. Bids received after the scheduled time will not be accepted by RICB under any circumstances.
- 23.2. RICB will not be responsible for any delay due to postal service or any other means.

24. Modifications and Withdrawal of Bids

- 24.1. Bids once submitted will be treated as final and no further correspondence will be entertained on this.
- 24.2. No Bid will be modified after the deadline for submission of bids.

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F. BID OPENING AND EVALUATION

25. Confidentiality

- 25.1. Information relating to the examination, evaluation, comparison and qualification of Bids, and recommendation of Contract Award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 25.2. Any effort by a Bidder to influence the Procuring agency in the examination, evaluation, comparison and qualification of the Bids or Contract Award decisions may result in the rejection of its Bid.
- 25.3. Notwithstanding ITB Sub-Clause 25.2, from the time of Bid Opening to the time of Contract Award, if any Bidder wishes to contact the Procuring agency on any matter related to the bidding process, it should be done during the 'debriefing period'.

26. Bid Opening

- 26.1. On the due date and appointed time as specified in BDS, the Procuring agency will open the Bids in 2 stages:
 - a. Stage One –Only Envelopes A & B will be opened.
 - b. Stage Two –Only Envelope C will be opened.
- 26.2. If any Bid does not contain the documents in the manner prescribed in this Tender document, then that Bid will be rejected and the Bidder informed accordingly. In the event of the specified date for Bid opening being declared a holiday by the Procuring agency, the Bids will be opened at the appointed time and location on the next working day.
- 26.3. Any bid price, if applicable, which is not read out and recorded at Bid opening, will not be taken into account in Bid evaluation.

27. Stage One – Opening of Envelope A & B

- 27.1. RICB will open Envelopes 'A' & 'B' in the presence of Bidders' representative(s) who choose to be present on the date, time and address mentioned in BDS or as amended by RICB from time to time.
- 27.2. The representatives of the Bidders have to produce an authorization letter / identity card from the Bidders by way of letter or email to represent them at the time of opening of bids. Only one representative will be allowed to represent each Bidder. In case the Bidders' representatives are not present at the time of opening of Bids, the Bids will still be opened at the scheduled time at the sole discretion of RICB.
- 27.3. The Bidders' representatives who are present shall sign the register, evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for RICB, the bids shall be opened at the appointed time and place on next working day.
- 27.4. Only those Bids which meet eligibility and technical criteria will qualify for commercial evaluation.

28. Stage Two – Opening of Envelope C

- 28.1. Those Bidders who meet the eligibility criteria and technical criteria will be intimated by email, the date, time and address for opening of the Commercial Bids.

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- 28.2. The representatives of the Bidder must produce an authorization letter / Identity Card from the Bidders by way of letter or email to represent them at the time of opening of bids. Only one representative will be allowed to represent each Bidder. In case the Bidders' representatives are not present at the time of opening of Bids, the Bids will still be opened at the scheduled time at the sole discretion of RICB.
- 28.3. The Bidders' representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for RICB, the Bids shall be opened at the appointed time and place on next working day.

29. Clarification of Bids

- 29.1. To assist in the examination and comparison of Bids, the Procuring agency may, at his discretion, ask any Bidder for clarification of his Bid, including percentage quoted by him in the tender document. The request for clarification and the response shall be in writing or e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Procuring agency in the evaluation of the Bids in accordance with the relevant clauses in this Tender Document.
- 29.2. No Bidder shall contact the Procuring agency on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, he should do so in writing.
- 29.3. Any effort by the Bidder to influence the Procuring agency's bid evaluation, bid comparison or contractaward decisions, may result in the rejection of his bid.
- 29.4. Further information can be obtained in writing as mentioned in BDS, not later than seven (7) days from the date of bid submission.

30. Examination of Bids and Determination of Responsiveness

- 30.1. Prior to detailed evaluation of Bids, the Procuring agency will determine whether each Bid;-
- i. meets the eligibility criteria and qualification defined in section V of bid document.
 - ii. has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall interalia include a provision to bind the Bidder to settlement of disputes clause;
 - iii. is accompanied by the required Bid security and;
 - iv. is responsive to the requirements of the Bidding documents.
- 14.2. A responsive Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one:-
- i. which affects in any substantial way the scope, quality or performance of the Services;
 - ii. which limits in any substantial way, the Procuring agency's rights or the Bidder's obligations under the Contract; or

Seal and Signature of Bidder

- iii. whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- 14.3. If a Bid is not substantially responsive, it will be rejected by the Procuring agency, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

31. Correction of Errors

- 31.1. Bids determined to be responsive will be checked by the Procuring agency for any arithmetic errors. Errors will be corrected by the Procuring agency as follows:
- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
 - (b) Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 15.2. The amount stated in the Bid will be adjusted by the Procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited.

32. Preliminary Examination of Bids

- 32.1. The evaluation process would consider whether the bidder has the requisite prior experience and expertise to address RICB's requirements and objectives. RICB will examine the bids to determine whether they are complete, whether required information has been provided as underlined in the Bid document, whether the documents have been properly signed, and whether bids are generally in order.
- 32.2. Eligibility and compliance with all the forms and forms would be the next level of evaluation. Only those Bids which comply with the Eligibility Criteria will be taken up for further technical evaluation.
- 32.3. RICB may waive any minor informality, non-conformity, or irregularity in the Bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 32.4. To assist in the examination, evaluation, and comparison of bids RICB may, at its discretion, ask any or all the Bidders for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 32.5. Written replies submitted in response to the clarifications sought by RICB, if any, will be reviewed.
- 32.6. RICB may interact with the Customer references submitted by Bidder if required.
- 32.7. If a Bid is not substantially responsive, it will be rejected by RICB and may not subsequently be made responsive by the Bidder by correction of the nonconformity. RICB's determination of bid responsiveness will be based on the content of the bid itself.

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32.8. The technical evaluation and the Financial evaluation shall have the weightage as stated in Section V in this bidding document and this weightage shall be considered for arriving at the successful bidder.

33. Technical Bid Evaluation

- 33.1. Eligibility criteria will be considered for technical evaluation.
- 33.2. The scoring will be as stated in Section V for the Technical Bid and Financial Bid respectively and the Bid scoring minimum as stated in Section V will proceed for Financial Evaluation.
- 33.3. The Technical Evaluation will be based on the parameters specified in the ToR and every bidder shall submit the document accordingly for the evaluation criteria.

34. Financial Bid Evaluation

- 34.1. The Bidders who score a minimum of point set as per Section V in Technical Bid will be considered for examination in the Financial Part.
- 34.2. Computation of financial score will be carried out as:

$$= \frac{\text{Lowest Financial Quote}}{\text{Financial quoted of the Firm}} \times 30\%$$

35. Conversion To Single Currency

- 35.1. For evaluation and comparison purposes, the Procuring agency shall convert all Bid prices expressed in amounts in various currencies into a single currency and using the exchange rates specified in the BDS.

36. Margin Of Preference

- 36.1. A margin of preference may apply to domestic goods manufactured in Bhutan as provided for in the BDS. To avail a margin of preference, the bidder shall provide a value addition certificate from the Ministry of Industry, Commerce and Employment.

37. Abnormally Low Bid

- 37.1. 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 to the capability of the Bidder to perform the Contract for the offered Bid price. Before proceeding to further analysis, the Procuring agency shall revisit their departmental estimate to ensure its realistic compared to the prevailing market rates.
- 37.2. After revisiting the departmental estimate as provided in section 37.1 if the procuring agency determines that the bid offered by the bidder is 20% below or above the agency estimate, the procuring agency shall eliminate the Bid(s) before proceeding towards bid evaluation.

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38. Seriously unbalanced Bids

- 38.1. If the Bid that is evaluated as the best evaluated bid is, in the Procuring agency's opinion, seriously unbalanced the Procuring agency may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.
- 38.2. After the evaluation of the information and detailed price analyses presented by the Bidder, the Procuring agency may as appropriate:
- a. accept the Bid and require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding twenty percent (20%) of the initial Contract price in addition to ten percentage (10%) of the Performance Security; or
 - b. reject the Bid.

39. Right to Reject, Accept/Cancel the bid.

- 39.1. RICB reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.
- 39.2. RICB does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender, any time during the tender process, without assigning any reason whatsoever. RICB also has the right to re-issue the Tender without the Consultants' having the right to object to such re-issue.

G. AWARD OF CONTRACT

40. Award Criteria

- 40.1. The Procuring agency shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents.
- 40.2. The best-evaluated bid shall be the maximum score of the sum of the Technical Bid and Financial Bid after evaluation.

41. Letter of Intent to Award the Contract/Letter of Acceptance

- 41.1. The Procuring agency shall notify the concerned Bidder whose bid has been selected in writing (in the format in section V-hereafter called the letter of Intent to award the contract) that the Procuring agency has the intention to accept its bid and the information regarding the name, address and amount of selected bidder shall be given to all other bidders who submitted the bid. Such notification should be communicated in writing, including by cable, facsimile, telex, or electronic mail to all the bidders on the same day of dispatch. The Procuring agency shall ensure that the same information is uploaded on their website on the same day of dispatch.

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- 41.2. If no bidder submits an application pursuant to ITB 39 within a period of five (5) days of the notice provided under ITB 36, prior to expiry of the period of Bid validity, the Procuring agency shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 41.3. Until a formal Contract is prepared and executed, the letter of acceptance shall constitute a binding Contract.
- 41.4. Upon the successful Bidder furnishing the signed Contract Form and the Performance Security pursuant to ITB Clause 38 the Procuring agency:
- a. Shall promptly notify each unsuccessful Bidder and discharge obligation under Bid Security, pursuant to ITB Sub-Clause 26.4; and
 - b. Publish a notification of the award on the Procuring agency's website.
- 41.5. The notifications to all unsuccessful Bidders and the notification posted on the Procuring agency's website shall include the following information:
- a. the Bid and lot numbers;
 - b. name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the Contract awarded; and
 - c. the date of the award decision.
- 42. Debriefing by the procuring agency**
- 42.1. On receipt of the Procuring agency's Letter of Intention to Award, an unsuccessful Bidder has three (3) working Days to make a written request to the Procuring agency for a debriefing. The Procuring agency shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
- 42.2. Where a request for debriefing is received within the deadline, the Procuring agency shall provide a debriefing within five (5) working days.
- 42.3. The Procuring Agency shall discuss only such Bid and not the bids of other competitors. The debriefing shall not include:
- a. point-by-point comparisons with another Bid; and
 - b. information that is confidential or commercially sensitive to other Bidders.
- 42.4. The purpose of debriefing is to inform the aggrieved bidder of the reasons for lack of success, pointing out the specific shortcomings in its bid without disclosing contents of other bids.

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43. Signing of Contract

- 43.1. At the same time as notifying the successful Bidder in writing that its Bid has been accepted the Procuring agency shall send the successful Bidder the Contract Agreement and the Special Conditions of Contract.
- 43.2. Within **fifteen (15) days** of receipt of the Letter of Intent to Award the Contract/Letter of Acceptance the successful Bidder shall sign, date and return it to the Procuring agency.
- 43.3. Notwithstanding, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Procuring agency, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/Goods, systems or services, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Procuring agency that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and/or licenses necessary for the export of the products/ Goods, systems or services under the terms of the Contract.

44. Performance Security Deposit

- 44.1. Within 14 days of receipt of the Letter of Acceptance, the successful Bidder shall be required to furnish performance security of 10% of the annual contract price, in the form of cash warrant, demand draft, or unconditional Bank Guarantee payable to the Chief Executive Officer, Royal Insurance Corporation of Bhutan Limited, Thimphu, issued by a reputable financial institution other than RICB, which shall be furnished upon issuance of notification of the award.
- 44.2. The performance security shall be valid for a period of **project duration** or **1 year** whichever is higher from the date of commencement of the contract.
- 44.3. Failure of successful bidder to submit the Performance Security within the given timeline shall result in cancellation of the award of work and forfeiture of the Earnest Money Deposit.
- 44.4. Failure of the successful Bidder to comply with the requirements of any clause of this document shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Earnest Money Deposit or the Performance Security Guarantee, as the case may be.

45. Complaint and Review

- 45.1. If the Bidder has or is likely to suffer, loss or injury due to breach of a duty imposed on the Procuring agency by the provisions of this bidding document, the Bidder shall submit the complaint in writing to the Procuring agency within five (5) days from the date of letter of intent to award the contract. In the first instance, the Bidder shall submit the complaint to the Procuring agency.

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- 45.2. The head of agency shall, within seven (7) days after the submission of the complaint, issue a written decision.
- 45.3. The Bidder may appeal to the Independent Review Body within five (5) days of the decision of the Head of the Procuring Agency or, where no such decision has been taken, within ten (10) days of the original complaint and the copy of the appeal shall be given to procuring agency on the same day.
- 45.4. 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.
- 45.5. The complaint and review process shall be in compliance to IRB Rules of Procedure 2023.

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SECTION II: GENERAL CONDITION OF CONTRACT

1. Definitions

1.1. The following words and expressions shall have the meanings hereby assigned to them:

- a. **Award of Contract** means the decision of the Procuring agency to enter into a Contract with the Supplier for supply and delivery of the specified Goods, including any Related Services.
- b. **Bid** means an offer to supply Goods, including any Related Services, made in accordance with the terms and conditions set out in the Bidding Documents that preceded the placement of the Contract of which these GCC form apart. The term “tender” is synonymous with the term “Bid”.
- c. **Bidder** means an eligible individual or legal entity that participated in the bidding process governed by the Bidding Documents that preceded the placement of the Contract of which these GCC form apart.
- d. **Bidding Documents** means the set of Bidding Documents that preceded the placement of the Contract of which these GCC form apart, which were sold or issued by the Procuring agency to potential Bidders, and in which the specifications, terms and conditions of the proposed procurement were prescribed.
- e. **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto.
- f. **Contract Price** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from as may be made pursuant to the Contract.
- g. **Day** means calendar day.
- h. **Delivery** means the transfer of the Goods from the Supplier to the Procuring agency in accordance with the terms and conditions set forth in the Contract Documents.
- i. **GCC** means the General Conditions of Contract.
- j. **Goods** means all of the commodities, raw materials, machinery and equipment, and/or other materials, including any object in solid, liquid or gaseous form that has an economic utility or value and which can be exchanged or traded, that the Supplier is required to supply to the Procuring agency under the Contract.
- k. The **Project Site**, where applicable, means the place named in the SCC.
- l. **Procuring agency** means the entity purchasing the Goods and Related Services, as specified in the SCC.
- m. **Related Services** means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance and other obligations of the Supplier under the Contract
- n. **SCC** means the Special Conditions of Contract.
- o. **Subcontractor** means any natural person, private or government entity, or a combination thereof, including its legal successors and permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

Seal and Signature of Bidder

- p. **Supplier** means the natural person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Procuring agency and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

2. Contract Documents

- 2.1. Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

- 3.1. If the Procuring agency determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract then the Procuring agency may, after giving fourteen (14) days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the Contract, and the provisions of GCC Clause 36 shall apply as if such termination has been made under GCC Sub-Clause 36.1.
- 3.2. Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the purchase of the Goods, then that employee shall be removed.
- 3.3. For the purposes of this Sub-Clause:
- a. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - b. "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;
 - 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
 - i. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede any

Seal and Signature of Bidder

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

- ii. an act intended to materially impede the exercise of the inspection and audit rights of the Procuring agency and/or any other relevant RGoB agency provided for under GCC Clause 11.

3.4. Any communications between the Supplier and the Procuring agency related to matters of alleged fraud or corruption must be made in writing.

4. Interpretation

4.1. If the contexts or requires it, singular means plural and vice-versa.

4.2. Incoterms:

- a. Unless inconsistent with any provision of the Contract or otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.
- b. The terms EXW, CIF, CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3. Entire Agreement

The Contract constitutes the entire agreement between the Procuring agency and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4. Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5. Non-waiver

- a. Subject to GCC Sub-Clause 4.5 (b) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- b. Any waiver of a party's rights, powers or remedies under the Contract must be in writing, dated

Seal and Signature of Bidder

and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6. Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1. The Contract, as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring agency, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, the translation shall govern.

5.2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1. If the Supplier is a joint venture, consortium or association, all of the parties shall be jointly and severally liable to the Procuring agency for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium or association. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of the Procuring agency.

7. Eligibility

7.1. The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured or processed; or through manufacture, processing or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

Seal and Signature of Bidder

8. Notices

- 8.1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form, including electronic communication, with proof of receipt.
- 8.2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9. Governing Law

- 9.1. The Contract shall be governed by and interpreted in accordance with the laws of Bhutan.

10. Settlement of Disputes

- 10.1. The procuring agency and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, either the Procuring agency or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 10.3. Notwithstanding any reference to arbitration herein,
 - a. The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - b. The Procuring agency shall pay the Supplier any monies due to the Supplier.

11. Inspections & Audit

- 11.1. The Supplier shall permit the Procuring agency and/or persons appointed by the Procuring agency to inspect the Supplier’s offices and/or the accounts and records of the Supplier and its Subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Procuring agency if so required by the Procuring agency. The Supplier’s attention is drawn to GCC Clause 3, which provides, inter alia, that acts intended materially to impede the exercise of the inspection and audit rights provided for under this GCC Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under ITB Sub-Clause 2.1 (c) of the Instructions to Bidders that preceded the placement of the Contract of which these GCC form a part).

Seal and Signature of Bidder

12. Scope of Supplies

- 12.1. The Goods and Related Services to be supplied shall be as specified in the Schedule of Supply.
- 12.2. Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery of the Goods and Completion of the Related Services as if such items were expressly mentioned in the Contract.
- 12.3. The supply order for one-time purchase shall be sent within five (5) working days after signing of contract.

13. Delivery and Documents

- 13.1. Subject to GCC Sub-Clause 34.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the delivery and completion requirements specified in the Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

14. Supplier's Responsibilities

- 14.1. The Supplier shall supply all the Goods and Related Services included in the Scope of Supplies in accordance with GCC Clause 12, and the delivery and completion requirements as per GCC Clause 13.

15. Procuring agency's Responsibilities

- 15.1. Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals and/or import and other licenses or similar permissions from Bhutanese public authorities, the Procuring agency shall, if so required by the Supplier, use its best efforts to assist the Supplier in complying with such requirements in a timely and expeditious manner, but without incurring any costs.

16. Contract Price

- 16.1. The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions there from as may be made pursuant to the Contract.
- 16.2. Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid.
- 16.3. Notwithstanding GCC 16.2, the price adjustments shall be mandatorily applicable for procurement more than 12 months.

Seal and Signature of Bidder

17. Terms of Payment

- 17.1. The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 17.2. The Supplier's request for payment shall be made to the Procuring agency in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all the obligations stipulated in the Contract.
- 17.3. Payments shall be made promptly by the Procuring agency, no later than twenty-five (25) days after the submission of verified invoice or request for payment by the Supplier, and the Procuring agency has accepted it.
- 17.4. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid Price is expressed.
- 17.5. In the event that the Procuring agency fails to pay the Supplier any payment within the period provided in GCC 17.3, the Procuring agency shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

18. Taxes and Duties

- 18.1. For Goods manufactured outside Bhutan the Supplier shall bear and pay all applicable taxes, stamp duties, license fees and other similar levies imposed outside Bhutan.
- 18.2. For Goods manufactured within Bhutan the Supplier shall bear and promptly pay all applicable taxes, duties, license fees and other similar levies incurred until delivery of the contracted Goods to the Procuring agency.
- 18.3. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Bhutan, the Procuring agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

19. Performance Security

- 19.1. The Supplier shall, within fifteen (15) working days of the notification of contract award, provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC.
- 19.2. The proceeds of the Performance Security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 19.3. The Performance Security shall be denominated in the currency(ies) of the Contractor in a freely

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convertible currency acceptable to the Procuring agency, shall be valid until the successful completion of the Supplier's performance obligations under the Contract, including any warranty obligations, and shall be in one of the forms stipulated by the Procuring agency in the SCC.

- 19.4. The Performance Security shall be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

20. Copyright

- 20.1. The copyright in all drawings, documents and other materials containing data and information furnished to the Procuring agency by the Supplier shall remain vested in the Supplier, or, if they are furnished to the Procuring agency directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

21. Confidential Information

- 21.1. The Procuring agency and the Supplier shall keep confidential and shall not, without the written consent of the other party here to, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor(s) such documents, data and other information as it receives from the Procuring agency to the extent required for the Subcontractor(s) to perform its/their work under the Contract, in which event the Supplier shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 21.
- 21.2. The Procuring agency shall not use such documents, data and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data and other information received from the Procuring agency for any purpose other than the design, procurement or other work and services required for the performance of the Contract.
- a. The obligation of a party under GCC Sub-Clauses 21.1 and 21.2 above, however, shall not apply to information that:
 - b. The Procuring agency or Supplier needs to share with the RGoB or other institutions participating in the financing of the Contract;
 - c. Now or here after enters the public domain through no fault of that party;
 - d. Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

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- e. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

21.3. The above provisions of GCC Clause 21 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

21.4. The provisions of GCC Clause 21 shall survive completion or termination, for whatever reason, of the Contract.

22. Subcontracting

22.1. The supplier shall not subcontract, in whole or in part, their obligations under this Contract, except with the prior written consent of the procuring agency.

22.2. Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

23. Specifications and Standards

23.1. Technical Specifications and Drawings:

- a. The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards stipulated in Section VI, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- b. The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring agency, by giving a notice of such disclaimer to the Procuring agency.
- c. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the editions or the revised versions of such codes and standards shall be those specified in the Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring agency and shall be treated in accordance with GCC Clause 34.

24. Packing and Documents

24.1. The Supplier shall provide such packing of the Goods as required to prevent the damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case sizes and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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24.2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Procuring agency.

25. Insurance

25.1. Unless otherwise specified in the SCC the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

26. Transportation

26.1. Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

27. Inspections and Tests

27.1. At its own expense and at no cost to the Procuring agency the Supplier shall carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.

27.2. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/ or at the Goods' final destination, or in another place in Bhutan as specified in the SCC. Subject to GCC Sub-Clause 27.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.

27.3. The Procuring agency or its designated representatives shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 27.2, provided that the Procuring agency bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

27.4. The Procuring agency may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

27.5. The Supplier shall provide the Procuring agency with a report of the results of any such test and/or inspection.

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- 27.6. The Procuring agency may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring agency, and shall repeat the test and/or inspection, at no cost to the Procuring agency, upon giving a notice pursuant to GCC Sub-Clause 27.4.
- 27.7. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring agency or its representative, nor the issue of any report pursuant to GCC Sub-Clause 27.6, shall release the Supplier from any warranties or other obligations under the Contract.

28. Liquidated Damages

- 28.1. Except as provided for under GCC Clause 33, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Related Services within the period specified in the Contract, the Procuring agency may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each day or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring agency may terminate the Contract pursuant to GCC Clause 36.

29. Warranty

- 29.1. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 29.2. Subject to GCC Sub-Clause 23.1 (b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in Bhutan.
- 29.3. Unless otherwise specified in the SCC, the warranty shall remain valid for minimum twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for minimum eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 29.4. The Procuring agency shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring agency

Seal and Signature of Bidder

shall afford all reasonable opportunity for the Supplier to inspect such defects.

29.5. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring agency.

29.6. If, having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring agency may proceed to take within a reasonable period such remedial action as maybe necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

30. Patent Indemnity

30.1. The Supplier shall, subject to the Procuring agency's compliance with GCC Sub-Clause 30.2, indemnify and hold harmless the Procuring agency and its employees and officers from and against any and all suits, actions, or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Procuring agency may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a. The installation of the Goods by the Supplier or the use of the Goods in Bhutan; and
- b. The sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or reasonably to be inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Supplier, pursuant to the Contract.

30.2. If any proceedings are brought or any claim is made against the Procuring agency arising out of the matters referred to in GCC Sub-Clause 30.1, the Procuring agency shall promptly give the Supplier notice thereof, and the Supplier may at its own expense and in the Procuring agency's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

30.3. If the Supplier fails to notify the Procuring agency within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring agency shall be free to conduct the same on its own behalf.

30.4. The Procuring agency shall, at the Supplier's request, afford all available assistance to the Supplier

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in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

30.5. The Procuring agency shall indemnify and hold harmless the Supplier and its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification or other documents or materials provided or designed by or on behalf of the Procuring agency.

31. Limitation of Liability

31.1. Except in cases of gross negligence or wilful misconduct:

- a. neither party shall be liable to the other party, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring agency; and
- b. the aggregate liability of the Supplier to the Procuring agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Procuring agency with respect to patent infringement.

32. Change in Laws and Regulations

32.1. Unless otherwise specified in the Contract if, after the date thirty (30) days prior to the date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated or changed in Bhutan (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery/ Completion Schedule and/or the Contract Price, then such Delivery/ Completion Schedule and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Sub-Clause16.2.

Seal and Signature of Bidder

33. Force Majeure

- 33.1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 33.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 33.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

34. Change Orders and Contract Amendments

- 34.1. The Procuring agency may at any time order the Supplier through notice in accordance with GCC Clause 8 to make changes within the general scope of the Contract in any one or more of the following:
- a. drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;
 - b. the method of shipment or packing;
 - c. the place of delivery; and
 - d. the Related Services to be provided by the Supplier.
- 34.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring agency's change order.
- 34.3. Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the

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prevailing rates charged to other parties by the Supplier for similar services.

34.4. Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment by the parties.

35. Extensions of Time

35.1. If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring agency in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

35.2. Except in case of Force Majeure, as provided under GCC Clause 33, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 28, unless an extension of time is agreed upon, pursuant to GCC Sub- Clause 35.1.

36. Termination

36.1. Termination for Default

- a. The Procuring agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - i. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Sub-Clause 35.1;
 - ii. if the Supplier fails to perform any other obligation under the Contract; or
 - iii. if the Supplier, in the judgment of the Procuring agency has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

- b. In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 36.1 (a), the Procuring agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring agency for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

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36.2. Termination for Insolvency

The Procuring agency may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring agency.

36.3. Termination for Convenience

- a. The Procuring agency, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b. The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:
 - i. to have any portion completed and delivered at the Contract terms and prices; and/or
 - ii. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36.4. Next process upon Termination of Contract

Following the termination of the contract, the procuring agency may directly award or directly procure from the market.

37. Export Restriction

37.1. Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring agency, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/Goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services. This is always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring agency that it has completed all formalities in a timely manner, including applying for permits, authorizations, and licenses necessary for the export of the products/Goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring agency's convenience pursuant to Sub-Clause 36.3.

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SECTION III: SPECIAL CONDITION OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.	
GCC 1.1 (k)	The Project Site(s)/Final Destination(s) is/are Corporate Office Building, RICB, Thimphu, Bhutan.
GCC 1.1 (l)	The Procuring agency is: Royal Insurance Corporation of Bhutan Limited (RICB).
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties there under shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>[exceptional; refer to other internationally accepted trade terms]</i>
GCC 4.2 (b)	The version of Incoterms shall be: <i>[insert date of current edition]</i>
GCC 5.1	The language shall be: English.
GCC 8.1	For notices, the addresses shall be: For the Procuring agency: Attention: Tshering penjor Address: Corporate Officer, RICB, Norzin Lam, Thimphu, Bhutan Telephone: +975-17341340 E-mail address: tshering_penjor@ricb.bt
GCC 9	The governing law shall be the law of the Kingdom of Bhutan.
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 10.2 shall be as follows:</p> <p>[The Bidding Documents should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the event of a Contract with a Bhutanese Supplier. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC Sub-Clause 10.2 in the Bidding Documents.]</p> <p>Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and Clause 10.2 (b) shall be retained in the case of a Contract with a Bhutanese Supplier.</p> <p>(a) Contract with a foreign Supplier: [For Contracts entered into with foreign suppliers may have practical advantages in resolving disputes through international commercial arbitration over other dispute settlement methods. The Procuring agency may wish to consider the rules that govern the arbitration proceedings, such as the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules</p>

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	<p>of the London Court of International Arbitration, or the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p><i>If the Procuring agency chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a) — Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><i>If the Procuring agency chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p>GCC10.2 (a) — All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.</p> <p><i>If the Procuring agency chooses the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a) — Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p><i>If the Procuring agency chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i> GCC10.2 (a) — Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p> <p>(b) Contract with a Bhutanese Supplier: In the case of a dispute between the Procuring agency and a Bhutanese Supplier, the dispute shall be referred arbitration in accordance with the laws Of Bhutan.</p>
<p>GCC 13.1</p>	<p><i>Details of Shipping and other Documents to be furnished by the Supplier are [insert the required documents, such as a negotiable bill of lading, a non negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Supplier’s factory shipping details etc].</i></p>

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	The above documents shall be received by the Procuring agency before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 17.1	The prices charged for the Goods supplied and the related Services performed “shall” or “shall not,” be adjustable. If prices are adjustable, the following method shall be used to calculate the price adjustment [see attachment to these SCC for a sample Price Adjustment Formula]
GCC 17.1	Payment Terms: <ol style="list-style-type: none"> 1. Installation of Central Heating System (VRF) (Refer to Section-V, Payment terms in ToR) 2. Annual Maintenance Contract (Refer to Section-V, Payment terms in ToR)
GCC 17.5	The interest rate that shall be applied is 0.05 % per day.
GCC 19.1	The amount of the Performance Security shall be: 10% of Contract Price [The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring agency’s perceived risk and impact of non-performance by the Supplier. A figure of ten percent (10%) is used under normal circumstances]
GCC 19.3	The types of acceptable Performance Securities are: <ol style="list-style-type: none"> a. Unconditional bank guarantee issued by financial institution other than RICB located in Bhutan and acceptable to the Procuring agency, in the form provided for in the Contractor in any other form acceptable to the Procuring agency; b. Cash warrant; or c. Demand draft.
GCC 19.4	Discharge of Performance Security shall take place: [insert date if different from the one indicated in GCC Sub-Clause 19.4]
GCC 24.2	The packing, marking, and documentation within and outside the packages shall be: <ol style="list-style-type: none"> a. Envelope ‘A’ should be superscribed as ‘Eligibility Criteria’. b. Envelope ‘B’ should be superscribed as ‘Technical Bid’: c. Envelope ‘C’ should be superscribed as ‘Commercial Bid’: d. Each of these three (3) Envelopes shall then be sealed and put into an outer envelope marked with the name of work/services as mentioned above and address as follows. The Chairman Tender Committee Royal Insurance Corporation of Bhutan Limited P.O. Box 315, Norzin Lam, Thimphu [insert in detail the type of packing required, the markings on the packing, and all documentation required]

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GCC 25	Insurance: The contractor must ensure that the project has an insurance coverage, till its defect liability period.
GCC 26.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportation shall be as follows: [insert “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Bhutan, defined as the Project Site. Transport to such place of destination in Bhutan, including insurance and storage as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms (specify the respective responsibilities of the Procuring agency and the Supplier)]
GCC 27.1	The inspections and tests shall be: <i>It will be done every week or whenever it is convenient for the engineer-in-charge.</i> [insert nature, frequency, procedures for carrying out the inspections and tests]
GCC 27.2	Inspections and tests shall be conducted at: <i>Corporate Office Building, RICB, Thimphu, Bhutan.</i>
GCC 28.1	The liquidated damages shall be: <i>0.05 %</i> per day.
GCC 28.1	The maximum amount of liquidated damages shall be: <i>10%</i> . [The maximum figure is normally ten percent (10%)]
GCC 29.3	The period of validity of the Warranty shall be: <i>365</i> days.
GCC 29.5 and 29.6	For the purposes of the Warranty the place(s) of the final destination(s) shall be: <i>Corporate Office Building, RICB, Thimphu, Bhutan.</i>

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SECTION IV: BIDDING DATA SHEET

The following Bidding Data Sheet shall supplement and/or amend the Instruction to the Bidders (ITB). The particular tender shall be submitted based on the following information.	
	A. GENERAL
ITB 1.1	The Procuring agency is: Royal Insurance Corporation of Bhutan Limited (RICB).
ITB 1.1	The name, identification number, and a number of lots within this procurement are: DESIGN, MANUFACTURE, SUPPLY, INSTALL, TEST, COMMISSION & ANNUAL MAINTENANCE CONTRACT OF CENTRAL HEATING SYSTEM (VRF) AT CORPORATE OFFICE BUILDING, RICB, THIMPHU, BHUTAN. Tender Reference No.:
ITB 3.1	Category of trade License eligible for this bidding process is: PRODUCTION AND MANUFACTURING, SERVICES OR TRADE. <i>[insert specific category of trade license as per MoICE trade license category]</i>
	C. QUALIFICATION CRITERIA
ITB 6.1	The minimum amount of financial resource is Nu. The bidder should be a profit (profit after tax) making company in the last financial year (or Calendar year or the Bidder’s financial year).
ITB 7.1(a)	The minimum number of years of experience in the supply of goods and related services is: 3 Years
ITB 7.1(b)	The specific experience in the supply of similar goods and related services is: The reputed firm / related firm with more than 3 years in the market with experience in installation of central heating system (VRF).
ITB 7.1(c)	The minimum production capacity or availability of equipment is: Bidder should have minimum 3 nos. of experienced resources with Lead Implementer having relevant qualification/certification & minimum 3 nos. of resources having more than 3 years’ experience in similar implementation.
	D. PREPARATION OF BIDS
ITB 10.1	The language of the Bid is: ENGLISH
ITB 11.1(e)	The bidders shall submit a signed Integrity Pact: YES
ITB 11.1(f)	The Bidder shall submit with its Bid the following additional documents:

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	<p>i. The bidder should be a Company registered under the Companies Act or any relevant agency for the last three (3) years.</p> <p>ii. Audited financial statements (Reports) to proof profit or loss.</p> <p>iii. Valid trade license and tax clearance at the time of bid submission (proof of registrations and tax clearance certificate must be submitted with technical bid).</p> <p>iv. Proof of employment for certified engineers (RRCO Salary Tax) should be submitted along with the technical proposal.</p> <p>v. Produce certificates of similar/ relevant projects carried out in Bhutan (must be signed with seal by respective client).</p> <p>vi. Should have qualified for central heating system (VRF) installation experts (should attach certificates and experience) to take this work.</p> <p>vii. The Bidder must have a experience in executing such Annual Maintenance Contract/executed any related work for above-mentioned services (If any).</p> <p><i>[insert list of documents, if any; if there are none, insert "none"]</i></p>
ITB 8	<p>Alternative Bids "shall be" or "shall not be" permitted.</p> <p><i>[[if alternatives shall be considered, insert: "A Bidder may submit an alternative Bid only with a Bid for the Goods as specified in Section VI, Schedule of Supply,3, Technical Specifications (the "base case"). The Procuring agency shall only consider the alternative Bid(s) offered by the Bidder whose Bid for the base case was determined to be the lowest evaluated Bid." Or "A Bidder may submit an alternative Bid with or without a Bid for the base case. The Procuring agency shall consider Bids offered for alternatives as specified in the Technical Specifications of Section VI, Schedule of Supply. All Bids received for the base case, as well as alternative Bids meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures"]</i></p>
ITB 12.6	<i>The Incoterms edition is: [insert year of current edition]</i>
ITB 12.7 (a)(iii), (b)(ii) and (c) (v)	The final destination (Project Site) is CORPORATE OFFICE BUILDING, RICB, THIMPHU, BHUTAN.
ITB 13.1	The prices quoted by the Bidder "shall" or "shall not" be adjustable. If prices shall be adjustable, the methodology is specified in Section III, Evaluation and Qualification Criteria.
ITB 12.1	The Bidder "is" or "is not" required to quote in Ngultrum (BTN) the portion of the Bid Price that corresponds to expenditures incurred in Ngultrum (BTN) in Bhutan.
ITB 15.1	The Bid validity period shall be 60 days .
ITB 16.1	The amount and currency of the Bid Security is 2% of the quoted amount <i>[insert the amount between range of 1-2% of the departmental estimate]</i>
	E. SUBMISSION OF BIDS

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<p>ITB 18 and 19</p>	<p>The Bid shall be prepared in three (3) different envelopes as follows.</p> <ol style="list-style-type: none"> a. Envelope ‘A’ should be superscribed as ‘Eligibility Criteria’. b. Envelope ‘B’ should be superscribed as ‘Technical Bid’: c. Envelope ‘C’ should be superscribed as ‘Commercial Bid’: d. Each of these three (3) Envelopes shall then be sealed and put into an outer envelope marked with the name of work/services as mentioned above and address as follows. The Chairman Tender Committee Royal Insurance Corporation of Bhutan Limited P.O. Box 315, Norzin Lam, Thimphu
<p>ITB 18 and 19</p>	<p>The name and identification number of the Contract is DESIGN, MANUFACTURE, SUPPLY, INSTALL, TEST, COMMISSION & ANNUAL MAINTENANCE CONTRACT OF CENTRAL HEATING SYSTEM (VRF) AT CORPORATE OFFICE BUILDING, RICB, THIMPHU, BHUTAN.</p>
<p align="center">F. BID OPENING AND EVALUATION</p>	
<p>ITB 26.1, 27.1, and 28.1</p>	<p>The time and date for Bid Opening is 2:30 PM (Bhutan Standard Time) on 03th July, 2024.</p>
<p>ITB 20.2</p>	<p>Bidders <i>“shall” or “shall not”</i> have the option of submitting their Bids electronically. <i>If Bidders shall have the option of submitting their Bids electronically, the electronic bidding submission procedures shall be: [insert a description of the electronic bidding submission procedures]</i></p>
<p>ITB 20.1</p>	<p>For Bid submission purposes, the Procuring agency’s address is: Attention: Tshering Penjor, Asst. Development Officer, EU</p> <p>Address: The Chairman Tender Committee Royal Insurance Corporation of Bhutan Limited P.O. Box 315, Norzin Lam, Thimphu, Bhutan.</p> <p>The deadline for the submission of Bids is: Date: 03th July, 2024 Time: 12:00 PM (Bhutan Standard Time).</p>
<p>ITB 26.1, 27.1, and 28.1</p>	<p>The Bid Opening shall take place at: Address: Board Room, Corporate Office Building, RICB, Thimphu, Bhutan. Date: [insert day, month and year] Time: [insert time] Bhutan Standard Time. <i>If electronic bidding is permitted, the electronic Bid Opening procedures shall be as follows:</i></p>

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	<i>[insert the detailed procedures for electronic Bid Opening]</i>
ITB 29.4	For clarification of Bid purposes only, the Procuring agency's address is: Attention: Tshering Penjor Address: Royal Insurance Corporation of Bhutan Limited (RICB), Corporate office building. Norzin Lam, Thimphu Electronic mail address: tshering_penjor@ricbl.bt
ITB 34.2	Bid prices expressed in different currencies shall be converted into Ngultrum (BTN). The source of exchange rates shall be the Royal Monetary Authority of Bhutan. The date for the exchange rates shall be the date of Bid Opening.
ITB 36.1	A margin of twenty percent (20%) Domestic Preference shall of shall not apply.
ITB 32,33 and 34	Evaluation will be done for the following criteria. a. Technical Evaluation b. Financial Evaluation (Only if the bidder has scored the minimum point set in technical evaluation).

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SECTION V: TERMS OF REFERENCE

A. ELIGIBILITY CRITERIA

- viii. The Bidder should have registered firm engaged activities mentioned under Scope of work having valid trade license and tax clearance at the time of bid submission (proof of registrations and tax clearance certificate must be submitted with technical bid).
- ix. Reputed firm / related firm with more than 5 years in the market with experience in such services.
- x. Proof of employment for certified engineers (RRCO Salary Tax) should be submitted along with the technical proposal.
- xi. Produce certificates of similar/ relevant projects carried out in Bhutan (must be signed with seal by respective client).
- xii. Should have qualified for central heating system (VRF) installation experts (should attach certificates and experience) to take this work.
- xiii. The Bidder must have experience in executing such Annual Maintenance Contract/executed any related work for the above-mentioned services.

B. INSTALLATION OF CENTRAL HEATING SYSTEM

1. SCOPE OF SERVICES

- 1.1. Royal Insurance Corporation of Bhutan Limited (RICB), a Company incorporated under the Companies Act of the Kingdom of Bhutan 2016, having its registered office at Norzin Lam, Building No. 16, Post Box No. 315, Thimphu (hereinafter called the 'institute' or the 'Procuring agency') wishes to receive bids for design, manufacture, supply, install, test, commission obtain all necessary statutory approval and one-year maintenance of Central Heating System (VRF) during the Guarantee Period as per the Bid documents for Corporate Office Building, RICB, Thimphu, Bhutan.
- 1.2. The scope also includes minor Civil and Structural works such as scaffolding, etc., associated with the installation of Central Heating System (VRF).
- 1.3. The bidder shall be expected to have capabilities, technical knowledge & qualifications to design, manufacture, supply, install, test, and commission of Central Heating System (VRF) to Royal Insurance Corporation of Bhutan Limited as per the technical specification.
- 1.4. All electrical works connected with Central Heating System (VRF) beyond the power supply point shall also be included in the scope of the Bid as per this document. During the guarantee period of One year after successful commissioning, handing over of central heating system and taking over by the Procuring agency, the Bidder shall carry out comprehensive maintenance of central heating system free of cost. After this guarantee period, the Procuring agency will reserve the right to enter into Annual Maintenance Contract (AMC) as described in the Bid document.

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- 1.5. The make of materials mentioned in the Bid document are indicative only and are, by and large, of recognized Origin. Any other equivalent product of International Repute will be acceptable subject to the products satisfying the specified Technical and Operational parameters and subject to prior approval of the Consultant / Procuring agency.
- 1.6. Procuring agency reserves the right to select different agencies for the above works and award the work either directly or through the Main Contractor by nomination as specified elsewhere in the Bid.
- 1.7. The equipment supplied and erected shall be in accordance to updated version. Fire protection requirement as per IS and local authority's requirements shall also be complied with. The Central heating system (VRF) in accordance with any other International Standards, which are superior than IS standards, shall also be considered.
- 1.8. The Bidder shall furnish any other details relevant to the work and not covered in the Bid with financial bearing, if any, explicitly.
- 1.9. As the Bid documents shall form part of the Agreement, the provisions covered therein should be noted carefully and any deviation felt necessary therefrom shall be highlighted at the time of bidding only and not after.
- 1.10. The Bidder shall give rates for all items in the schedule of quantities.
- 1.11. The current statutory requirement as per central heating system (VRF) Rules of Local Authority as applicable shall be complied with, no extra payment shall be considered either due to escalation or amendments / modifications to Local Authority Rules issued during the contract period.
- 1.12. The Bidder/ Contractor shall be responsible to obtain necessary License from Central heating system Authority, Government of Bhutan.

2. TERMINAL POINTS

- 2.1. The terminal point (s) Viz. Civil work and other services shall be as follows:
 - a. Associated Works: Civil
 - i. Foundation for installation of VRF outdoor units & Pressurization Fans.
 - ii. Providing cut-outs in slabs/walls for passage of refrigerant/condensate drain pipes.

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- iii. Finishing & making good of the above openings/cut-outs.
 - iv. Over deck thermal insulation to be provided using at least 40mm thick extruded polystyrene insulation material, density not less than 40Kg/CuM, for roof exposed to sun.
- b. Associated Works: Electrical
- i. 415+ 10% V, 3 Phase AC power supply along with earthing to be terminated at each indoor unit room, VRF outdoor units and fresh air fan panel.
 - ii. 220+ 6% V, 1 Phase AC power supply to be provided at each indoor unit (where required) and inline fans for toilets and other spaces
 - iii. All tenderers should visit the site before quoting. So it will be assumed that the work has been quoted considering the present site condition and the work will be completed in all respects without claiming anything etc.
- c. Associated Works: Plumbing
- i. Providing floor trap for termination of condensate drain of indoor units.

C. TECHNICAL SPECIFICATION

3. Technical Specification of central heating system (VRF) is as follows

1. General

- 1.1. The equipment for variable refrigerant volume/flow (VRV/VRF) system shall be air-cooled consisting of Outdoor units and multiple Indoor units for cooling the space in summer and heating in winter (whenever Heat pumps are specified).
- 1.2. The system shall consist of suitable Outdoor units, Indoor units as required, interconnecting refrigerant piping, control cabling and accessories as required.
- 1.3. It shall be possible to connect multiple Indoor units on a single refrigerant circuit. The Indoor units on any circuit may be of different type and should allow individual control.
- 1.4. The minimum length of Refrigerant piping in a branch circuits or all circuits shall be as per chart given later on but the total piping length shall not be more than 300 m.

2. Outdoor Unit

- 2.1. The Outdoor unit shall be a factory assembled unit housed in a sturdy weather proof casing, constructed from rust-proofed mild steel panels complete with powder coated finish.
- 2.2. Each module of Outdoor units shall consist of scroll compressor(s), air-cooled condenser as Heat Exchanger, high efficiency propeller fans with low noise motor, internal Refrigerant piping, safety controls, Air Inlet grilles, fan protection grille etc. all enclosed in weather proof housing.

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- 2.3. The Outdoor unit shall have multiple scroll compressors and shall be able to operate even in case of breakdown of one of the compressors. (The smallest capacity unit may have only one compressor).
- 2.4. The Outdoor unit shall be suitable for mix and match connection of various types and capacities of Indoor units as per demand.
- 2.5. The noise level shall not be more than 62 dB(A) under normal operation, measured horizontally, 1 m away and 1.5m above ground.
- 2.6. The Outdoor unit shall be modular in design and shall allow for side by side installation of multiple Outdoor units, to match the requirement.
- 2.7. All the units shall be provided with built-in microprocessor control panel, for automatic operation and capacity control.
- 2.8. The units shall be suitable for Refrigerant R-410A.

3. Compressor

- 3.1. Each unit shall have single/multiple hermetically sealed scroll compressor.
- 3.2. Both the spiral disc out rotor shall be mounted on a common shaft with antifriction bearing, suitable for handling both radial and axial thrust.
- 3.3. The compressor casing shall be fabricated from mild steel of thickness capable of withstanding the working pressures. The casing shall have built-in oil reservoir with a sump of adequate capacity.
- 3.4. The compressor shall be complete with a suitable High efficiency motor hermetically sealed within the compressor housing.
- 3.5. The compressor housing shall also have oil reservoir for lubrication and suitable means like an oil pump or pressure differential device shall be provided to lubricate all moving parts.
- 3.6. One or more compressor shall be provided with suitable sine wave or equivalent DC Inverter for capacity modulation.

4. Condenser / Heat Exchanger and Fans

- 4.1. The condenser shall be air-cooled type, where heat exchanger shall be fabricated from copper tubes, mechanically bonded to aluminium fins to form a cross fin coil. The aluminium fins shall be given anti-corrosion treatment. This treatment shall be suitable for areas of high pollution, moisture and salt laden air.
- 4.2. The condenser fans shall be with multi blades of aerofoil design for low noise level, high efficiency and fitted with a high efficiency fan motor.
- 4.3. The fan outlet shall be protected by a suitable wire guard on the outside.
- 4.4. 4.4. Suitable devices and heat exchanger means shall be built-in the unit to provide maximum super-cooling of refrigerant to increase system efficiency.
- 4.5. 4.5. The unit shall be complete with safety controls and suitable microprocessor based master control module.

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4.6. 4.6. The module should be capable of connecting to web or to other devices through common BAC net or LAN networks.

4.7. 4.7. All the above component shall be housed in a compact mild steel cabinet having air Inlet louvers, safety guard on the condenser fan. The ambient shall be made weather proof using suitable anti corrosion treatment and finishing point.

5. Indoor Units (IDU)

5.1. The system shall permit connection of a variety of non-ductable or ductable Indoor units on to single refrigerant piping circuits, as per description given later.

5.2. The capacity of the IDU shall vary as per the requirement of the given area.

5.3. The types of IDU which may be connected may be any of these given below:

I. Cassette type of different configuration.

II. Ceiling Mounted Exposed unit.

6. Common features of Indoor Units

6.1. The cooling / heating evaporator coils of the various types of Indoor Units shall be of direct expansion type.

6.2. The coils shall be fabricated from copper tubes of min 8 mm dia. with extended aluminium fins and designed for low velocity.

6.3. The fins shall be bonded to the tube using hydraulic expansion of tubes ensuring tight bonding between tube and fins for efficient heat transfer. The coils shall be complete with well-designed tube circuiting and liquid distributor.

6.4. All types of units shall have a built in electronic expansion valve and suitable control units.

6.5. The control units shall control temperature, fan speed and features specific to each unit such as night mode, set back, etc.

6.6. Suitable drain pan and drain arrangement shall be part of all IDUS.

6.7. The control units shall permit control from a corded or a wireless remote controller.

7. Cassette type units

7.1. The cassette type Indoor Units may be of any of the two configurations, (4-way and 2-way) whichever required in each chamber.

7.2. Four way or circular air distribution arrangement whichever is specified or is available.

7.3. 2-way air distribution arrangement.

7.4. The unit shall be complete with turbo fans of multi-blade type, duly statically and dynamically balanced to give the required air flow.

7.5. The filter shall be of synthetic type to suit the configuration.

7.6. The unit housing shall have provision for connecting fresh air duct, wherever required.

7.7. The unit shall be complete with built-in high head fail-safe pump with safety cut-outs.

7.8. The unit shall include all items as given in Clause 5 of technical specifications

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- 7.9. Each type of unit shall be supplied complete with Air distribution panel whether specified or not.
- 7.10. The panel shall have removable return air core for cleaning air filter and maintaining motor etc.

8. Ceiling Mounted Exposed Unit

- 8.1. The exposed type unit shall be similar to the concealed type as described in Clause 5 of technical specifications except for the outer casing.
- 8.2. The unit shall have a decorative outer casing with built-in supply air grilles and return grilles.
- 8.3. The casing shall be with anti-corrosive treatment and finished with powder coated paint in attractive finish.

9. Indoor Control Unit

- 9.1. All types of indoor unit shall have one of the following controllers:
 - 9.1.1. Cordless Type
 - 9.1.2. Corded Type
- 9.2. Unless otherwise specified the controller to be provided shall be as follows:
 - 9.2.1. **Cordless Remote:** Wall units or other units which are located in an enclosed cabin.
 - 9.2.2. **Corded Remote:** in open offices or and areas not covered above.
- 9.3. A Computerized DIP control shall be used to maintain room temperature.
- 9.4. The unit shall be equipped with a self-diagnosis for easy and quick maintenance and service.
- 9.5. The LCD (Liquid Crystal Display) remote controller shall memorize the latest malfunction code for easy maintenance.
- 9.6. It shall be able to control up to 16 Indoor units and change fan speed individually in the group.

10. Refrigerant Piping Capabilities

- 10.1. The unit shall be capable of long length of piping and for providing lift of Refrigerant due to level difference between the Outdoor unit and Indoor units at the highest levels.
- 10.2. The minimum distance capability of the unit shall be as follows:
 - 10.2.1. Total Piping length of system Max. 300 metre.
 - 10.2.2. Actual length in any circuit Max. 150 metre.
 - 10.2.3. Equivalent piping length any circuit Max. 175 metre
 - 10.2.4. Level difference between ODU and IDU Max. 50 metre.

11. Refrigerant Piping:

- 11.1. All refrigerant pipes and fittings shall be type 'L' hard drawn copper tubes and wrought copper fitting suitable for connection with silver solder phos-copper.
- 11.2. All joints in copper piping shall be sweat joints using low temperature brazing and/or silver solder. Before joining any copper pipe or fittings, its interior shall be thoroughly cleaned by passing a clean cloth via wire or cable through its entire length. The piping shall be continuously kept clean of dirt etc. while construction the joints. Subsequently, it shall be thoroughly blown out using carbon dioxide/nitrogen.

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- 11.3. Refrigerant lines shall be sized to limit pressure drop between evaporator and condensing unit to less than 0.2 kg per Sq.cm.
- 11.4. Removable type combination drier and filter shall be installed in liquid line of the refrigeration system incorporating a three way valve bypass. After ninety days of operation, liquid line drier and filter cartridges must be replaced.
- 11.5. After the refrigerant piping installation has been completed the refrigerant piping system shall be pressure tested using, Freon mixed with nitrogen/carbon dioxide at a pressure of 20 Kg per Sq. cm. (High side) and 10 Kg per Sq. cm (Low side) pressure shall be maintained on the system for a minimum of 12 hours. The system shall then be evacuated to a minimum vacuum of 70 cm. of mercury and held for 24 hours, during which time, change in vacuum shall not exceed 12 cm of mercury. Vacuum shall be checked with vacuum gage.
- 11.6. All refrigerant piping shall be installed strictly as per the instructions and recommendations of air conditioning equipment manufacturers.

12. Testing & Balancing:

- 12.1. All piping shall be tested to hydrostatic test pressure of at least two and half times the maximum operating pressure, but not less than 24 hours. All leaks and defects in joints revealed during the testing shall be rectified and gotten approved at site.
- 12.2. Piping repaired subsequent to the above pressure test shall be retested in the same manner.
- 12.3. System may be tested in sections and such sections shall be securely capped, then retested for entire system.
- 12.4. The contractor shall give sufficient notice to the Bhutan Standard Bureau at site for quality compliance check of his intention to test a section or sections of piping and all testing shall be witnessed and recorded by Owner's (RICB Engineers).
- 12.5. The contractor shall make sure that proper noiseless circulation of fluid is achieved through all coils and other heat exchange equipment in the system concerned. If proper circulation is not achieved the contractor shall rectify the defective connection. He shall bear all expenses for carrying out the above rectifications, including the tearing up and refinishing of floors and walls as required.
- 12.6. The contractor shall provide all materials, tools, equipment, instruments, services and labour required to perform the test.
- 12.7. Complete certified report shall be submitted for evaluation and approval. Upon approval, minimum of two copies of the balancing report shall be submitted with complete drawings and documents.

13. Refrigerant Piping

- 13.1. All refrigerant piping for the VRF/VRV system shall be carried out using hard drawn seamless copper pipe using either soft, half hard or hard pipes as per chart below:
- 13.2. The piping thickness shall be as follows:

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OD(Inch)	OD(mm)	Min. Wall Thickness(mm)	Soft	Half hard or Hard
1/4"	6.35	0.80	√	√
3/8"	9.52	0.80	√	√
1/2"	12.70	0.80	√	√
5/8"	15.88	1.00	√	√
3/4"	19.05	1.00	√	√
7/8"	22.20	1.00	×	√
1.1/8"	28.58	1.00	×	√
1.3/8"	34.92	1.10	×	√
1.5/8"	41.28	1.25	×	√

13.3. The branching of refrigerant piping from the main line shall be carried out using either specially designed 'Tee' connectors or 'Y' joints. These joint should ensure that each branch receives the required refrigerant flow.

13.4. All pipe sizing shall be on the basis of sizing data of the concerned manufacturer and should ensure adequate oil return back up to the compressor.

14. Pipe Insulation

14.1. Refrigerant Pipe Insulation

14.1.2. The whole of the liquid and suction refrigerant lines including all fittings, valves and strainer bodies, etc. shall be insulated with 19 mm thick Nitrile close cell rubber, so that condensation does not occur.

14.1.3. The joints shall be properly sealed with synthetic glue to ensure proper bonding of the ends.

15. Drain pipe insulation

15.1. Drain pipe carrying condensate water shall be insulated with 6 mm nitrile rubber insulation having K valve 0.037 W/mk at a mean temperature of 20oC at min. density of 55 kg. /m3.

15.2. The joint shall be properly sealed with synthetic glue to ensure proper bonding of the ends.

16. Centralized Intelligent Touch Remote controller

16.1. A multifunctional compact centralized controller shall be provided with the system.

16.2. The Graphic controller shall act as an advanced air conditioning management system to given complete control of VRF/VRV air conditioning equipment. It shall have ease of use for the user through its touch screen. Icon display and colour LCD display.

16.3. It shall be able to control up to 64 groups of Indoor Units with the following functions:

16.3.1. Starting/stopping of air-conditioning as a zone or group of individual units.

16.3.2. Temperature setting for each Indoor units of zone.

16.3.3. Switching between temperature controls modes, switching of the fan speed and direction of airflow, enabling/disabling of individual remote controller operation.

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- 16.3.4. Monitoring of operation status such as operation mode & temperature setting of individual indoor units, maintenance information, and troubleshooting information.
- 16.3.5. Display of air conditioner operation history.
- 16.3.6. Daily management automation through yearly schedule function with possibility of varying schedules.
- 16.3.7. The controller shall have wide screen, user friendly colour LCD display which could be wired by a non-polar 2 wire transmission cable to a desired distance from the Indoor unit.

List of Approved 'Makes'

Note:

Sl. No	Items	Approved Make
	EQUIPMENT/UNIT	
1.	VRF/VRV System/split units	Daikin/Mitsubishi Electric/Trane/Hitachi/O-General.
	FANS	
1.	Inline Fan/Propeller Fan	Systemair/Air Flow/Magneto
2.	Fan Section/HRV	Edgtech/Crystal/VTS
	PIPING	
1.	Refrigerant Copper Pipe	Mettube/Totaline/Rajco Metals/Jindal Refrigerant
2.	PVC Drain Pipe	Polypack/Supreme/Akg/BEC
	INSULATION	
1.	Nitrile Rubber	A-flex/Armaflex/suoerflex/K-flex/Supreme
2.	Cross Linked Polyethylene	Torcellene/Thermobreak/Supreme
	ELECTRICAL	
1.	Electrical Panel Board/Motor Control centre(Power Coated)	EAP,Tricolite,CWS,Electra Power, RR control
2.	Power Cable	KEI/Gloster/Ralison/National/Polycab
3.	Control Cable	KEI/Gloster/Ralison/National/Polycab
4	XLPE/PVC insulated Aluminium conductor Armoured Power Cables	Skytone/Universal/Delton/NICCO/RPG Asian
	DUCTING & GRILLS	
1.	Rectangular	Zeco/Voltas/Ecoduct
2.	Round	Atco/GP Spiro
3.	G.I sheet Metal Duct	Jindal,National/Tala
4.	Grilles/Diffusers	Air Master/Airflow/Dynamic/Ruskin-titus
5.	VCD/Gravity louvers/ Exhaust & fresh air louvers	Air Flow/ Mapro/Tristar/Dynamic

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6.	Fire Dampers	Airflow/ Tristar/ Dynamic

Note:

1. The contractor shall supply ISI marked material for the makes/brands indicated above. In case, the firm is not manufacturing ISI marked material for any of the brands, first quality material shall be accepted. The sample of the material shall in either case have to be got approved from the Engineer-in-charge.
2. Material where no make / brand has been mentioned, In this case ISI marked samples shall be submitted by the contractor for approval of Engineer in charge.
3. For those class of materials, where no firm exists with ISI approval, sample of the first quality material of the firm shall be submitted for the approval of Engineer-in-charge.
4. Tenderer/bidder will be responsible to ensure the quality of products listed in approved list of makes/brands. Contractor will have to replace the defective and substandard material at his own cost.

D. OTHER PARAMETER

4. GENERAL

- a) The manufacture, supply and installation of central heating system shall be complete in all respect in a first class workmen like manner and shall cover all work including Structural Steel work necessary for the supporting structures for the Lift machine room and other minor Civil works such as scaffolding etc., required for installation and materials, all complying the requirement of local body if any, and in accordance with the I.S. specifications I.S. 1860, 2365, 14665, 3534, 9878 and 4666 and I.S 4951-1968. (Re-affirmed – 1991) and fire protection requirement as per Building Code of Bhutan.
- b) Quality Assurance Plan (QAP) in respect of Lift shall be submitted before the commencement of work for approval of the Architects/Project Engineer.

5. PARTICULAR

- (a) Salient features of the Equipment provision as to manufacture, furnishing, finish etc. shall be highlighted with reference to the material input and operational supremacy.
- (b) Necessary working drawings showing the general arrangements of the equipment etc. shall be furnished. The drawing shall also detail out all items/components, which shall have to be provided by other agencies such as the Main Contractor for Electrical and Associated works or the Civil Contractor during the execution of the main work/installation.

Seal and Signature of Bidder

- (c) The materials and workmanship of the central heating system (VRF) and its installations shall be guaranteed and the guarantee shall cover making good of any defects, not due to any ordinary wear and tear or improper use and care, which may develop within One year from the date of handing over of installations duly tested and commissioned. Test certificates of the material used on site for the installation and operation of the central heating system shall be submitted.
- (d) The central heating system installations shall be maintained for a period of **three** months commencing from the date, the indoor and outdoor equipment are taken over to use and the maintenance shall include periodical lubrication of the equipment and adjustment thereof, if any, under supervision and direction of Competent Personnel and replacement of parts that become necessary due to normal wear and tear during the guarantee period. All Operation / Maintenance shall be performed during regular hours of regular working days.
- (e) The central heating system service particular and General Specification/Condition appended shall be adhered to in all respects, except for specific changes contemplated otherwise in the offer.
- (f) The equipment supplied and erected shall be in accordance to IS-4666/1968, 1860/1968 & 1980, 3534/1979, I.S. 4591-1968. (Re-affirmed – 1991).
- (g) The local statutory central heating system Rules for central heating system Control as applicable shall be complied with, no extra payment shall be considered either due to escalation or amendments / modifications to local Act / Rules issued during the contract period.
- (h) Bidder / Contractor in co-ordination with client shall be responsible to obtain necessary License from the Electrical / Central Heating system Inspectorate of Government of Bhutan for installation / operation of central heating system before handing over of the installation(s) by taking timely action in submission of prescribed application form therefor along with documents like completion drawing etc., duly making payment of required statutory fees / charges in the manner specified by the Inspectorate on behalf of the Procuring agency and further follow up action. Payment for this special service shall be made on Lump sum basis as covered in the Schedule of quantities for both central heating system installations separately.

6. INSURANCE

The work shall have adequate insurance cover as specified by the Procuring agency and the Procuring agency shall be kept indemnified from all claims unless otherwise provided for.

7. TEST AT SITE:

Tests on site shall be carried out as per I.S. 4666 Clause 24.3 or equivalent to BS before the central heating system (VRF) is/are put into normal operation.

8. APPROVAL OF INSTALLATIONS AND COMPLETION CERTIFICATE:

Approval/Completion Certificate from the Chief Electrical Inspector to Government for installation and

Seal and Signature of Bidder

Commissioning of central heating system shall be obtained and made available to the Procuring agency before handing over central heating system at no extra cost. Fees payable to the authorities shall however be made by the Procuring agency.

9. SERVICING

The servicing facilities shall be made available for maintenance of central heating system during guarantee period of **12 (Twelve) months i.e., Defect Liability Period**, free of cost and thereafter under annual service contract.

E. ANNUAL MAINTENANCE CONTRACT

10. SCOPE OF SERVICES

The scope of work to be carried out under this contract is illustrated in Drawings, Specifications and Schedule of Quantities submitted by the bidders. The Contractor shall carry out and complete the said work under the contract in every respect in conformity with the contract documents and with the directions of and to the satisfaction of the Engineer-in-charge. The Contractor shall furnish all labour, materials and equipment (except those to be supplied by the Owner) as listed under Schedule of Quantities and specified otherwise, transportation and incidental necessary for supply, installation, testing and commissioning of complete VRF system as described in the specifications and as shown on the drawings. This also includes all materials, equipment, appliances and incidental work not specifically mentioned herein or noted on the drawings or documents as being furnished or installed, but which are necessary and customary to make a complete installation. Following shall be the scope of work in brief to be carried out under this contract:

- i. Supply, Installation, Testing and Commissioning of air cooled variable refrigerant flow system comprising of outdoor units and indoor units.
- ii. Supply, Installation and Testing of copper refrigerant piping complete with fittings, full refrigerant charge and class "O" closed cell elastomeric insulation.
- iii. Supply & Installation of condensate drain piping complete with insulation.
- iv. Supply, Fabrication and Installation of air distribution system comprising of GSS supply air duct work, extruded aluminum powder coated grilles/ diffusers, insulation etc.
- v. Extract system for toilets and pantries using inline fans.
- vi. Supply, Installation, Testing & Commissioning of fresh air fan section.
- vii. Supply, Installation, Testing & Commissioning of fan sections associated with lift well pressurizations.
- viii. Supply, Installation, Testing & Commissioning of associated electrical work comprising of power cabling, control wiring, earthing etc.
- ix. Balancing, Testing and Commissioning of the entire installation.

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Exclusions: The following works associated with the air conditioning installation do not fall in the scope of VRFs package and shall be carried out by respective agencies under direct supervision of the HVAC contractor:

11. ROUTINE AND PREVENTIVE MAINTENANCE WORK

Preventive & Corrective maintenance shall be carried out as per recommendation of original Equipment Manufacturer (OEM); however routine and preventive maintenance during the Maintenance Contract shall include the following:

- a) **MONTHLY:** This shall include the following, but not limited to:
- i. Cleaning of Heat Exchangers, Air Filters, indoor unit grills and filters through air blower.
 - ii. Cleaning of the indoor unit body by wiping out the dust etc. with a wet cloth.
 - iii. Refrigerant check & if required then top-up.
 - iv. Check the unit Current (Amps)
 - v. Check the indoor unit motor noise
 - vi. Check the drain pipe & clean (There should not be any water leakage)
 - vii. Check the swing motor & flap
 - viii. Check the return air sensor & coil sensor
 - ix. Check the remote battery.
 - x. Check electrical connections, motor bushing etc.

- b) **QUARTERLY** (In addition to Monthly Checks): This shall include the following but not limited to:

Every machine shall be serviced at least once every quarter. A record of such services duly checked by the person using the machine or in his absence, in charge of the location of the AC shall be maintained.

Quarterly PMS shall include the following services:

- i. Replacement of filter if found damaged/unusable
- ii. Checking the selector switch, thermostat, relays, remote control, capillary etc.
- iii. Check the motor winding with the help of a megger and rewind if needed.
- iv. Checking of all ground connections.
- v. Checking and cleaning of blower and condenser fans
- vi. Cleaning of the cooling/evaporator and condenser coils with the help of vacuum/blower and water pressure.
- vii. Use the fin comb to straighten the coil fin if needed.
- viii. Checking and tightening of nuts and bolts
- ix. Lubricate, grease motor, and blower bearing.
- x. Checking of the backup electrical power outlet/MCB, etc.
- xi. Checking of the drive motors and fans
- xii. Overhauling of the AC, with a chemical washing process (if required).
- xiii. Checking of cooling efficiency in terms of grill temperature, room temperature and current drawn.

Seal and Signature of Bidder

- xiv. Checking firmness of the supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of the air conditioners
- xv. Replacement of any component of air conditioners (indoor and outdoor units, inlet and outlet pipes, electrical connections etc.) found defective after the above checks and tests.
- xvi. Charging of Refrigerant gas during the period of contract if need arises, a maintenance
- xvii. Condenser fins to be cleaned with Flushing water jet.
- xviii. Use the fin comb to straighten the coil fin if needed.
- c) **COMPREHENSIVE MAINTENANCE SERVICES:** The scope of work shall include all checks and tests as detailed under routine maintenance services. In addition, comprehensive maintenance services shall also include:
 - i. Cleaning the condenser and evaporator coils with suitable detergent/ chemical solution and flushing with high pressure jet water.
 - ii. Greasing of blower motors and all moving parts.
 - iii. Insulation work if needed.
 - iv. Regular maintenance, cleanliness & upkeep of all the equipment and cleanliness of nearby area of equipment.
 - v. The grills / diffusers of ductable VRV should be cleaned on quarterly basis or as per requirement.
- d) **BREAKDOWN SERVICES:** On-call services shall include attending to any complaint at any time of the year on receipt of verbal/written complaint from the coordinating officer of RICBL. A record of the breakdown calls attended duly acknowledged by the occupant or user of the Air Conditioner in his absence by the person in charge of the location.
 - I. This comprehensive contract includes replacement of any faulty spares like compressors, starting capacitors, running capacitors, relays, Thermostats, Fan Capacitors, Fan Motors, Selector switches, power contractors, control contractors, external time switch units provided for specific time running of AC's, PCBs, Thermostatic Expansion valves (TXV) , EXV, Rewinding of motors, providing ball bearing of motors, fan blades, electronic control circuitry, remote control units, drain motor, etc at contractor's cost including gas charging and complete repair and maintenance of their related voltage stabilizers, attending all complaints and breakdowns of all types of air conditioners.
 - II. Defective spares compressors/condensers are to be replaced with new compressors/condensers and repairing of the old compressors is not permitted. Whenever new compressors/condensers are used, the contractor has to produce the original invoice and warranty card of the new compressor/condenser at the discretion of Engineer-in-charge, RICBL.

The compressor/condenser being replaced should match with the original star rating of the air conditioner. Other spares are also to be replaced with new.

Seal and Signature of Bidder

e) **The following registers/documents are to be maintained by the contractor:**

- i. Service/Breakdown Register: The air conditioners serviced/maintained/repared has to be recorded in register and endorsement from End User Department has to be obtained in register. Also, further service reports are to be made after carrying out periodical servicing and endorsement (with sign) to be obtained from the End User Department.
- ii. Complaint Register: All complaints received with respect to air conditioners are to be recorded with time and date of receipt, as and when complaints are received from end user departments.
- iii. History sheet / card of equipment: All equipment should have their history cards with details of work/repair/service executed on them.

PAYMENT TERMS

12. INSTALLATION OF VRF SYSTEM

- 12.1. The following percentage of contract rates for the various items included in the contract shall be payable against the stage of works shown herein.
- 12.2. 50% after initial inspection and delivery at the site in good condition.
- 12.3. 30% after completion of installation in all respect.
- 12.4. Balance of 20% will be paid after testing, commissioning trial run & handing over to the department for beneficial use.
- 12.5. Tax Deducted at Source (TDS): TDS @2% will be deducted from every bill.
- 12.6. Deduction of retention money at 10% from every bill.
- 12.7. No mobilization advances shall be paid for carrying out this work.

13. ANNUAL MAINTENANCE CONTRACT

- 13.1. **Monthly payments** will be made based on the bills submitted by the Contractor and certified by the concerned Engineer in charge to the effect that the works / complaints recorded in the registers/software are attended and rectified as per the scope of the work. The Contractor has to get the Signature of Engineer in charge after completion of the respective works on the formats enclosed/given for respective work and should submit all these with the bill. And TDS @2% will be deducted from every bill.

14. COMMENCEMENT & COMPLETION OF SERVICE

- 14.1. The Agency will start service from the date as per award of the contract. The duration for design, manufacture, supply, install, test, and commission of central heating system is for **ninety (90) days** and followed by one year maintenance of central heating system during the Guarantee Period. After one year maintenance of central heating system during the Guarantee Period, the initial annual maintenance contract (AMC) service contract shall be for a period of **Five year** which may be extended based on performance of the Agency during this period which shall be decided by the

Seal and Signature of Bidder

Institute and at the full discretion of Chief Executive Officer, Royal Insurance Corporation of Bhutan Limited.

15. PENALTY

The contractor shall take immediate action to attend any complaint assigned to him through site order book / verbal instruction or on telephones from Procuring agency. In all cases the complaints shall be attended in the specified duration as mentioned below: -

- 15.1. No delay in complaint of emergent nature such as breakdown /disruption in Electric Supply and to be attended within 02 hours.
- 15.2. Minor complaints will be attended within 8 hours.
- 15.3. Major complaints will be attended within 24 Hours or as decided by User/Client.
- 15.4. If the complaint not attended within the prescribed period, recovery shall be made @ Nu. 500/- per complaint from the contractor bill. For Emergency complaint recovery rates shall be Nu. 1000/- per complaint per day and decision of Procuring agency in this regard shall be final & binding.
- 15.5. It is expected that the contractor will use genuine/original spare parts, If the Procuring agency found substandard services from the part of contractor it will be considered as breach of the terms and conditions under the agreement and will lead to imposing penalty as deemed fit by the Procuring agency including the termination of contract if necessary.
- 15.6. The Procuring agency has the full right to reduce/exempt the quantum of penalty depend upon the circumstances/the reasons/ as per the request of the contractor, if deemed fit.

Seal and Signature of Bidder

SECTION VI: BID FORMS

The respective forms must be inserted in the envelopes according to the following lists.

A. CONTENT FOR ENVELOPE-A 'ELIGIBILITY CRITERIA'

1. Form E1: Bidder's Letter for EMD / Bid Security

To

The Chief Executive Officer
Royal Insurance Corporation of Bhutan limited,
P.O Box 315, Norzin Lam
Thimphu: Bhutan

Subject: Tender No. RICB:..... dated for "Design, manufacture, supply, install, test, commission & annual maintenance contract of *central heating system (VRF) Corporate Office Building, RICB, Thimphu, Bhutan.*"

We have enclosed an EMD in the form of a Demand Draft No. _____ issued by the branch of the _____ Bank, for the sum of _____ Nu. _____ (Ngultrum _____).

This EMD is as required by clause **16.1** of the Instructions to Bidders of this tender document.

Thanking you,

Yours faithfully,

(Signature of the Bidder) Printed

Name:

Designation:

Seal:

Date:

Business Address:

Seal and Signature of Bidder

2. Form E2: Bid Security (Bank Guarantee)

[Bank's Name, and Address of Issuing Branch or Office]

Royal Insurance Corporation of Bhutan limited, P.O Box 315, Norzin Lam, Thimphu: Bhutan

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of _____ under

Subject: Tender No. RICB:..... dated for "Design, manufacture, supply, install, test, commission & annual maintenance contract of central heating system (VRF) Corporate Office Building, RICB, Thimphu, Bhutan."

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

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of **Nu. _____ (Ngultrum _____)** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of the terms of the Request for Proposal.

[signature(s)]

Seal and Signature of Bidder

3. Form E3: Bid Offer Form (without Price)

(Bidder's Letter Head)

OFFER LETTER

Date:...../...../2024

The Chief Executive Officer
Royal Insurance Corporation of Bhutan limited,
P.O Box 315, Norzin Lam,
Thimphu: Bhutan

Dear Sir/Madam,

Subject: Tender No. RICB:..... dated for "Design, manufacture, supply, install, test, commission & annual maintenance contract of *central heating system (VRF) Corporate Office Building, RICB, Thimphu, Bhutan.*"

We have examined the tender document. As per the terms and conditions specified in the tender document, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.

We acknowledge having received the following addenda/corrigenda to the tender document.

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

- i. Prices have been quoted in Ngultrums.
- ii. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this tender.
- iii. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
- iv. We agree that the rates / quotes, terms and conditions furnished in this tender are for RICB.

If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your work order. We have taken note of Penalty clauses in the tender and agree to abide by the same. We also note that RICB reserves the right to cancel the work order and ***work order cancellation clause as per Instruction to Bidders*** would be applicable. We understand that for delays not attributable to us or on

Seal and Signature of Bidder

account of uncontrollable circumstances, penalties will not be levied and that the decision of RICB will be final and binding on us.

We agree to abide by this offer till **60 (sixty) days** from the last date stipulated by RICB for submission of the bid, and our offer shall remain binding upon us and may be accepted by RICB any time before the expiry of that period.

Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any inconsistency/incorrect information/data being found, RICB will have the right to disqualify /blacklist us and forfeit bid security.

We undertake to comply with the terms and conditions of the bid document. We understand that RICB may reject any or all of the offers without assigning any reason whatsoever.

As security for the due performance and observance of the undertaking and obligation of the bid we submit herewith Demand Draft bearing no. _____ dated _____ drawn in favour of “Royal Insurance Corporation of Bhutan Limited” or Bank Guarantee valid for ____ days for an amount of **Nu. _____ (Ngultrum _____)** payable at Thimphu, Bhutan.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Seal of the Company:

Name of Company/Firm:

Address

Seal and Signature of Bidder

4. Form E4: Bidder's Information

Details of the Bidder				
1	Name of the Bidder (Prime)			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/ Pvt. Ltd)			
4	Details of Incorporation of the Company.		Date:	
			Ref#	
8	Permanent Account Number (PAN) /Taxpayer Number (TPN)			
9	Name & Designation of the contact person to whom all references shall be made regarding this tender			
10	Telephone No. (with STD Code)			
11	E-Mail of the contact person:			
12	Fax No. (with STD Code)			
13	Website			
Financial Details (as per audited Balance Sheets) (in Cr)				
14	Year	2019-2020	2020-2021	2021-2022
15	Net worth			

Seal and Signature of Bidder

16	Turn Over			
17	PAT			

Signature: _____

Name: _____

Designation: _____

Date: _____, Place: _____

Seal and Signature of Bidder

5. Form E5: Eligibility Criteria Response

Sl. No.	Eligibility Criteria	Response Document
1	The bidder should be a valid and registered Company for the last 3 years.	Registration Certificate
3	The bidder should be a profit (profit after tax) making company in the last financial year i.e., 2021-2022 (or Calendar year 2021 or the Bidder's financial year).	This must be supported by audited financial statements (Reports) for the financial year or the Bidders' last financial year.
4	The bidder should provide satisfactory performance certificates from two customers where the bidder has provided similar consultancy services during last three years.	Customer reference letters
5	The bidder should not be currently blacklisted by any bank / institution in India or abroad.	Declaration

Signature: _____

Name: _____

Designation: _____

Date: _____, Place _____

Seal and Signature of Bidder

6. Form E6: Declaration for Acceptance of Tender Terms and Conditions

The Chief Executive Officer
Royal Insurance Corporation of Bhutan limited,
P.O Box 315, Norzin Lam,
Thimphu: Bhutan Sir,

Sir,

Subject: Tender No. RICB:..... dated for “Design, manufacture, supply, install, test, commission & annual maintenance contract of *Central Heating System (VRF) Corporate Office Building, RICB, Thimphu, Bhutan.*”

I have carefully gone through the Terms & Conditions contained in the above referred TENDER document. I declare that all the provisions of this tender are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Seal and Signature of Bidder

7. Form E7: Declaration for Acceptance of Scope of Work

The Chief Executive Officer
Royal Insurance Corporation of Bhutan limited,
P.O Box 315, Norzin Lam
Thimphu: Bhutan

Sir,

Re: Subject: Tender No. RICB:..... dated for “Design, manufacture, supply, install, test, commission & annual maintenance contract of *Central Heating System (VRF) Corporate Office Building, RICB, Thimphu, Bhutan.*”

I have carefully gone through the Scope of Work contained in the above referred TENDER document. I declare that all the provisions of this TENDER are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:

Seal and Signature of Bidder

8. Form E8: Power of Attorney

(On Stamp paper of relevant value or with legal stamp)

We _____ (name of the company and address of the registered office) do hereby appoint and authorize _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for " _____ " in response to the TENDER No. _____ by RICB, including signing and submission of all the documents and providing information/responses to RICB in all the matter in connection with our bid.

We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2023.

For _____.

(Signature of the principal)
(Name)
Designation
Address

Accepted
(Signature of the attorney) Name
Designation
Date:
Business Address:

Seal and Signature of Bidder

9. Form E9: Letter of Undertaking

(On Bidder's Letter Head)

To
The Chief Executive Officer
Royal Insurance Corporation of Bhutan limited,
P.O Box 315, Norzin Lam,
Thimphu: Bhutan

Sir,

Reg.: Our bid for Tender for *Design, manufacture, supply, install, test, commission & annual maintenance contract of Central Heating System (VRF) Corporate Office Building, RICB, Thimphu, Bhutan..*

We submit our Bid Document herewith.

We understand that:

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by you to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.

Dated at _____ this _____ day of _____ 2023.

Yours faithfully

For _____

Signature: _____

Name: _____

Seal and Signature of Bidder

10. Form E10: Pre-Qualification Bid Letter

To
The Chief Executive Officer
Royal Insurance Corporation of Bhutan limited,
P.O Box 315, Norzin Lam,
Thimphu: Bhutan

Subject: Tender No. RICB:..... dated for “Design, manufacture, supply, install, test, commission & annual maintenance contract of *Central Heating System (VRF) Corporate Office Building, RICB, Thimphu, Bhutan.*”

We, the undersigned Bidders, having read and examined in detail all the TENDER documents do hereby propose to provide the services as specified in the TENDER document dated _____ along with the following:

a. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft / Bank Guarantee for the sum of **Nu. _____ (Ngultrum _____)** . This EMD is liable to be forfeited in accordance with the provisions of the *Terms and Conditions* of the Contract.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you.

Yours faithfully,

(Signature of the Bidder) Printed

Name:

Designation:

Seal:

Date:

Business Address:

Seal and Signature of Bidder

**11. Form E11: Declaration regarding Clean Track by Bidder
(On Bidder's Letterhead)**

To
The Chief Executive Officer
Royal Insurance Corporation of Bhutan limited,
P.O Box 315, Norzin Lam,
Thimphu: Bhutan

Sir,

Re: Tender No. RICB:..... dated for "Design, manufacture, supply, install, test, commission & annual maintenance contract of *Central Heating System (VRF) Corporate Office Building, RICB, Thimphu, Bhutan.*"

I have carefully gone through the Terms and Conditions contained in the above referred TENDER. I hereby declare that my company/firm is not currently debarred/blacklisted by any Government / Semi Government organizations/ Institutions in Bhutan or abroad. I further certify that I am competent officer in my company/firm to make this declaration.

Or

I declare the following

Sl.No.	Country in which the company is debarred /blacklisted /case is pending	Blacklisted/debarred by Government / Semi Government organizations/ Institutions	Reason	Since when and for how long

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding Period for which the company/firm was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Seal and Signature of Bidder

12. Form E12: Integrity Pact Statement

1. General:

Whereas Mr. _____ representing the Royal Insurance Corporation of Bhutan, hereinafter referred to as the “Procuring agency” on one part, and _____ representing M/s. _____, hereinafter referred to as the “Bidder” on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding document, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document. This IP is applicable only to “**large**” scale works, goods and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

2. Objectives:

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

- 2.1. Enabling the Procuring agency to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and
- 2.2. Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

3. Scope: The validity of this IP shall cover the bidding process and contract administration period.

4. Commitments of the Procuring agency:

The Procuring agency Commits itself to the following: -

- 4.1. The Procuring agency hereby undertakes that no officials of the Procuring agency, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.
- 4.2. The Procuring agency further confirms that its officials shall not favour any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.

Seal and Signature of Bidder

- 4.3. Officials of the Procuring agency, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4. Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Procuring agency and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5. Commitments of Bidders

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

- 5.1. The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Procuring agency, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.
- 5.2. The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.
- 5.3. If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

6. Sanctions for Violation:

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

- 6.1. The breach of the IP or commission of any offence (forgery, providing false information, misrepresentation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barment Rules.

Seal and Signature of Bidder

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

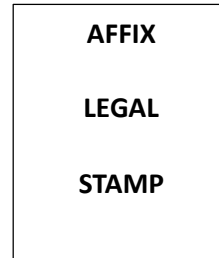
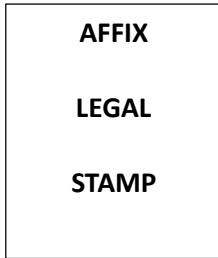
7. Monitoring and Administration:

7.1. The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.

7.2. The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

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

The parties hereby sign this integrity Pact at(place) on date (date)



PROCURING AGENCY

CID Number:

BIDDER/REPRESENTATIVE

CID Number:

WETNESS

Name:.....

CID Number:

WETNESS

Name:.....

CID Number:

Seal and Signature of Bidder

13. Form E13: Bidding Document Fee Deposit Slip

Bid Document Fees Deposit Slip	
	Date:...../...../.....
Name of Bidder:	
Tender for:	
.....	
.....	
.....	
Amount in figure: 1000/-	
Amount in words: Ngultrums one thousand Only.	
Deposited by:	
Seal & Sign	

Seal and Signature of Bidder

B. CONTENT FOR ENVELOPE -B 'TECHNICAL BID'

1. Technical Evaluation Criteria

The bidders are required submit necessary documents required for technical evaluation criteria as follows.

SL. NO.	Evaluation Criteria/Sub Criteria	Maximum Score
A	Registered firm specifically for design, manufacture, supply, install, test, and commission in Bhutan.	20.00
1	Registered firm specifically for design, manufacture, supply, install, test, and commission in Bhutan. (100% of 20)	20.00
2	Not registered firm specifically for design, manufacture, supply, install, test, and commission in Bhutan. (0% of 20)	0.00
	Total for A	20.00
B	Specific experience of the consultancy firm for installation of central heating system (VRF) within last three years	30.00
1	More than three similar works done within last three years (100% of 30).	30.00
2	2-3 similar works done within last three years (50% of 30).	15.00
3	1-2 similar work done within last three years (25% of 30).	7.50
4	No similar experience (0% of 30).	0.00
	Total for B	30.00
C	Key professional staff qualification, experience and competence for the assignment.	20.00
I	Electrical Engineer	10.00
1	Bachelor's degree in electrical engineering with more than five years of professional experience OR Diploma in electrical engineering with more than seven (7) years of professional experience. (100% of 10)	10.00
2	Bachelor's degree in electrical engineering with three to five (3-5) years of professional experience OR Diploma in electrical engineering with five to seven (5-7) years of professional experience. (50% of 10)	5.00
3	Bachelor's degree in electrical engineering with one to three (1-3) years of professional experience OR Diploma in electrical engineering with three to five (3-5) years of professional experience. (25% of 10)	2.50

Seal and Signature of Bidder

4	Bachelor's degree in electrical engineering with less than one year of professional experience OR Diploma in electrical engineering with less than three (3) years of professional experience. (0% of 10)	0.00
II	Civil Engineer	10.00
1	Bachelor's degree in civil engineering with more than five years of professional experience OR Diploma in Civil engineering with more than seven (7) years of professional experience. (100% of 10)	10.00
2	Bachelor's degree in civil engineering with three to five (3-5) years of professional experience OR Diploma in Civil engineering with five to seven (5-7) years of professional experience. (50% of 10)	5.00
3	Bachelor's degree in civil engineering with one to three (1-3) years of professional experience OR Diploma in Civil engineering with three to five (3-5) years of professional experience. (25% of 10)	2.50
4	Bachelor's degree in civil engineering with less than one year of professional experience OR Diploma in Civil engineering with less than three (3) years of professional experience. (0% of 10)	0.00
	Total for C	20.00
D	Brand of the product as proposed by the bidder	20.00
1	The brand of the product proposed by the bidder is as "mentioned in list of table (pg.55)". (100% of 20)	20.00
2	Other brand. (0% of 20)	0.00
	Total for D	20.00
E	Participation by nationals among proposed key personnel	10.00
1	All key staff Nationals (100% of 10)	10.00
2	More than 50% key staff Nationals (50% of 10)	5.00
3	Less than 50% key staff Nationals (25% of 10)	2.50
4	All key staff non-Nationals (0% of 10)	0.00
	Total for E	10.00
	Grand Total (A+B+C+D+E)	100.00

NOTE: The bidder who scored minimum of 75% shall proceed to Financial Evaluation. If all the bidders have scored less than 75%, the top three bidders shall proceed to Financial Evaluation.

Seal and Signature of Bidder

2. Form T1: Bidder's Experience

A - Bidder's Organization

[Provide here a brief description of the background and organization of your firm/company. The brief description should include ownership details, date and place of incorporation of the company/firm, objectives of the company/firm etc.

B - Bidder's Experience

[Using the format below for each Project for which your company/firm was legally contracted either individually as a corporate entity for supplying licenses and implementing replication solution:

Sl.No.	Particulars	Details
1.	Name of the Project	
2.	Approximate cost of contract/Project cost	
3.	Institute /Company	
4.	Duration of Project (months)	

Note: Please provide documentary evidence from the client wherever applicable.

Signature: _____

Name: _____

Designation: _____

Date: _____ Place _____

Seal and Signature of Bidder

3. Form T2 : Client Details

Provide the client details wherever available:

Sl. No.	Name of Institution	Contact Person Name and Designation	Contact Details with e-mail	Preferable time to contact

Signature: _____.

Name: _____ - Designation: _____

Date: _____, Place _____

Seal and Signature of Bidder

4. Form T3: Human Resource Detail

Proof of employment for certified engineers (RRCO Salary Tax) should be submitted for technical evaluation.

Sl. No.	Name of employee	Designation	Years of Experience

Seal and Signature of Bidder

5. Form T4: Detail of Product

The detail of product should be attached herewith to identify the origin and the brand of the VRF/VRV system.

Seal and Signature of Bidder

C. CONTENT FOR ENVELOPE -C 'COMMERCIAL BID'

1. Form C1 - Commercial Offer Form

(Bidder's Letter Head)
(To be included in Commercial Bid Envelope only)

Date:..../..../.....

To
The Chief Executive Officer
Royal Insurance Corporation of Bhutan limited,
P.O Box 315, Norzin Lam,
Thimphu: Bhutan
Dear Sir,

Re: Tender No. RICB:..... dated for "Design, manufacture, supply, install, test, commission & annual maintenance contract of Central Heating System (VRF) Corporate Office Building, RICB, Thimphu, Bhutan."

Having examined the Bidding Documents placed along with the above-referred tender document, we, the undersigned, offer to provide the required services in conformity with the said Bidding documents for the sum of Nu..... (Ngultrums inclusive of all taxes and levies) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by RICB up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is signed with the selected bidder, this Bid shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Bhutan.

We have complied with all the terms and conditions of the tender document. We understand that you are not bound to accept the lowest or any Bid/proposal you may receive.

Dated this..... Day of.....

(Signature)
(Name)
(In the capacity of)
Duly authorized to sign Bid for and on behalf of

Seal and Signature of Bidder

2. Annexure C2-Commercial Format

(Summary of Costs)

Item	Costs(Mention currency BTN/INR)
Total cost of Financial Proposal	
Total	

(Signature)

(Name)

(In the capacity of)

Duly authorized to sin Bid for and on behalf of Date

Seal and Signature of Bidder

3. Annexure C3-Bill of Quantity

SN	Description of item	Unit	Qty. (1)	Unit Price (Nu.) (2)		Amount (Nu.) (1x2)
				Figure	Word	
A	Installation of Central Heating system (VRF)					
A.1	Design, manufacture, supply, install, test, commission & annual maintenance contract of central heating system (VRF) at corporate office building, RICB, Thimphu, Bhutan. (Refer to technical specification for details). The cost is inclusive of any civil work for repair and scaffolding during the execution of the said work. [SAMPLE DESCRIPTION]					
A.2	Outdoor unit (SAMPLE)	Nos	5			
A.3					
A.4					
B	Annual Maintenance Contract of VRF/VRV system					
B.1	Providing the services for central heating system operation at RICB corporate office, Thumphu for 60 (Sixty) months or 5 (Five) years after 1 (One) year free maintenance from the date of handing taking the central heating system. The rate is routine, preventive and servicing works as required from time to time per 30 days up to 60 months for complete. The price is inclusive of supplying all the items required for services mentioned in the "Annual Maintenance Contract (pg.58-61)". [SAMPLE]					
B.2	Providing and fixing of materials for central heating system (VRF/VRV) maintenance used as per requirement during AMC should be changed on the following amount. [SAMPLE]					

Seal and Signature of Bidder

Bidding Document for Central Heating System (VRF) Installation & Providing AMC service -2024

i.	Indoor Units (SAMPLE)	Each	N/A			
ii.					
iii.					
	Total Amount (Nu.)					
	Rebate Offer (Nu.) (If any)					
	Total Amount offer rebate (Nu.)	Figure				
		Word				

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of Date

Seal and Signature of Bidder

