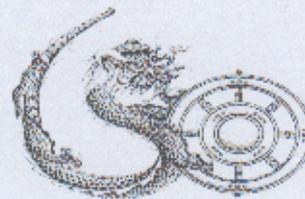




**Royal Government of Bhutan
Gewog Administration
Kikhorthang, Tsirang.**



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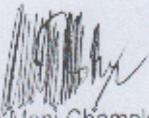
27th February 2019

Invitation for Bids (IFB)

The Gewog Administration, Kikhorthang invites sealed bids from eligible and qualified bidders for execution of following works;

SI No	Name of work	Estimated cost (Nu. in million)	Contractor Category	Contract Duration
1.	Maintenance of Menchuna farm road under Kikhorthang gewog.	0.269	Small (W1)	1 ½ months

1. Bidding will be conducted through the National Competitive bidding procedures specified in the Royal Government of Bhutan Procurement Rules and Regulations and is open to all bidders as eligible as per Bidding Documents.
2. A complete set of bidding documents in *English* may be downloaded from the Dzongkhag website www.tsirang.gov.bt and www.cdb.gov.bt w.e.f 04.03.2019.
3. Bids must be delivered to the office of the Gup, Gewog Administration, Kikhorthang on or before 10.00 AM on 13.03.2019. Electronic bidding "shall not" be permitted. Late bids will be rejected. Bids will be opened physically in the presence of the bidder's representatives who choose to attend in person at Conference Hall, in Kikhorthang gewog on 13.03.2019 at 10.30 AM.
4. All Bids shall be accompanied by a Bid Security of Nu 5,300.00 (Nu. Five thousand three hundred) only drawn in favour of Gup, Gewog Administration, Kikhorthang. Bid security shall be furnished as per the prescribed format specified in the bidding document and should be valid for 30 days beyond bid validity.


(Beda Moni Chamalgai)
GUP

Copy to:

1. The Sr. Finance Officer, Dzongkhag Administration, Tsirang for information.
2. ICT Officer, Dzongkhag Administration, for uploading the documents in Dzongkhag website.
3. Concerned gewog accountant for information.
4. The site engineer for information and follow up.

STANDARD BIDDING DOCUMENT

Procurement of Small Works (up to Nu.4 million)



Royal Government of Bhutan
Ministry of Finance

*Work: Maintenance of Menchuna farm road under
Kilkhorthnag gewog.*

Preface

This Standard Bidding Document for the Procurement of small works up to Nu. 4 million has been prepared by the Public Procurement Policy Division (PPPD) Ministry of Finance to be used for the Procurement of small works through National Competitive Bidding (NCB) in projects that are financed in whole or in part by the Royal Government of Bhutan (RGoB). It should be used in conjunction with the Procurement Rules and Regulations.

Those wishing to submit comments or questions on this Bidding Document or to obtain additional information on procurement under RGoB-financed projects may contact:

Public Procurement Policy Division (PPPD)
Ministry of Finance
Royal Government of Bhutan
pppd@mof.gov.bt

INVITATION FOR BID

(IFB)

ROYAL GOVERNMENT OF BHUTAN
.....PROJECT

INVITATIONS FOR BIDS (IFB)
(Required in case of open tender)

NATIONAL COMPETITIVE BIDDING

Date:
Bid No.:

1. The *[insert complete name of Employer]* invites bids for the construction of works detailed in the table. The bidders may submit bids for any or all of the following works, for the package or for any of the slices.
2. Bidding documents (and additional copies) may be purchased from the office of..... fromto....., for a non-refundable fee of Nu., in the form of cash or Demand Draft on any Scheduled bank payable at..... in favour of..... Interested bidders may obtain further information at the same address.
3. Bids must be accompanied by a bid security of Nu. drawn in favour of..... Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 30 days beyond the validity of the bid.
4. Bids must be delivered to..... on or before.....hours on (date) and will be opened on the same day at.....hours, in the presence of the bidders who wish to attend.

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Section 3 - Evaluation and Qualification Criteria

A. General	
Section 3 - Evaluation and Qualification Criteria	
1. ITB Scope of Tender Clause	<p>1.1 The Employer, as indicated in the BDS issues this Bidding Document for the procurement of Works as specified in Section 6 (Employer's requirement): The name, identification and identification of this bidding are provided in the BDS.</p> <p style="text-align: center;">A. General</p> <p>1.2 The successful Bidder will be required to complete the Works within the Time for Completion stated in the Special Conditions of Contract (SCC). The Employer is <i>Gup, Gewog Administration Administration, Kilkhorthang.</i></p> <p>1.3 Throughout this Bidding Documents;</p> <p>The Name and Identification of the Contract are "Maintenance of Menchuna farm road under Kilkhorthang gewog."</p> <p>(a) The term "in writing" means communicated in written form with proof of receipt;</p> <p>The Works are: (b) 1. Laying of concrete along gutters, laying of concrete pipes etc. and vice versa; and</p> <p>(c) "day" means calendar day.</p>
ITB 1.1	<p>Limited tendering method (10 days calendar) DTC meeting held on 14.02.2019</p> <p>All Bidders regardless of whether enlisted or not enlisted with the Dzongkhag may submit Bids provided they otherwise qualify.</p>
2. Corrupt Fraudulent Collusive or Coercive Practices	<p>2.1 The Royal Government of Bhutan requires that Employers and the Bidders shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.</p> <p style="text-align: center;">B. Bidding Documents</p> <p>2.2 In pursuance of this requirement, the Employer shall For clarification of Tenders purposes only, the Employer's address is: Attention: Dzongkhag Engineer represented by site engineer Pema Rinzin Address: Engineering Sector, Tsirang</p> <p>(a) exclude the bidder from participation in the procurement proceeding concerned or reject a proposal for award; and</p> <p>(b) declare a bidder ineligible, either indefinitely or for a stated period of Telephone: 17647880, from participation in procurement proceedings under public funds; Facsimile number: NONE</p> <p>2.3 If it, at any time, determines that the bidder has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under the public funds.</p> <p>2.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:</p> <p style="text-align: center;">C. Preparation of Bids</p>
ITB 6.1	<p>2.2 In pursuance of this requirement, the Employer shall For clarification of Tenders purposes only, the Employer's address is: Attention: Dzongkhag Engineer represented by site engineer Pema Rinzin Address: Engineering Sector, Tsirang</p> <p>(a) exclude the bidder from participation in the procurement proceeding concerned or reject a proposal for award; and</p> <p>(b) declare a bidder ineligible, either indefinitely or for a stated period of Telephone: 17647880, from participation in procurement proceedings under public funds; Facsimile number: NONE</p> <p>2.3 If it, at any time, determines that the bidder has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under the public funds.</p> <p>2.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:</p> <p style="text-align: center;">C. Preparation of Bids</p>
ITB 16.1	<p>The bidders shall furnish a simple and informative bar chart representing the work schedule to complete the entire work on given time.</p> <p>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;</p>
ITB 18.1	<p>The Bid validity period shall be 60 days.</p> <p>b) "fraudulent practice" is any intentional act or omission including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p>
ITB 19.1	<p>A Bid Security in the amount of Nu. 5300.00 will be required in the form:</p> <p>a) Unconditional Bank guarantee</p> <p>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;</p> <p>c) Demand draft</p>
ITB 20.1	<p>In addition to the coercive practice, shall include any act or omission that influences improperly the actions of a party.</p> <p>2.5 The bidder shall be aware of the provisions on fraud and corruption stated in GGC Clause 3 and GCC Sub-Clause 34.2(d).</p> <p style="text-align: center;">D. Submission and Opening of Bids</p> <p>2.6 The RGoB requires that the Employer's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.</p>
ITB 21.1	<p>The inner and outer envelopes shall bear the following additional identification marks: DO NOT OPEN BEFORE 10.30 AM on 13.03.2019</p> <p>3.1 Bidders of the categories specified in the BDS are eligible to participate in this bidding process.</p>
3. Eligible Bidders	<p>3.2 The Employer shall invite Bids using the Open Tendering Method (National Competitive Bidding) or Limited Tendering Method, as applicable.</p> <p>Address: Gup, Gewog Administration, Kilkhorthang</p> <p>The bidder shall meet the qualification requirement stated in the BDS</p>

Section 4: Forms of Bid & Qualification Information

This section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders if the bidding was not preceded by a prequalification exercise and post qualifications are applied. Procuring Agency may apply basic minimum technical qualification requirement (manpower and equipments) only if there is a project specific need.

1. Evaluation

1.1 Evaluation shall be done to determine the responsiveness and the award shall be made to the lowest evaluated bidder.

Table of Standard Forms

Standard Form: Form of Bid
Standard Form: Letter of Intent
Standard Form: Letter of Acceptance
Standard Form: Bid security Bank Guarantee

Standard Form: Form of bid

Notes on Form of Bid:

The Bidder shall fill in and submit this bid form with the Bid. If Bidders do not fill in the Contract Price and does not sign this Bid form, the bids will be rejected.

_____ [date]

To _____

Address _____

We offer to execute the contract for construction of “_____” in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of _____ [amount in figures] (_____) [amount in words] _____ [name of currency].

The contract shall be paid in Ngultrums (Nu.)

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

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data.

Authorized Signature: _____

(Affix Legal Stamp)

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Standard Form: Qualification Information

Notes on Form of Qualification Information: The following information is to be filled in by bidders which will be used for purposes of evaluation

1. Individual bidders

- 1.1 Constitution of legal status of Bidder [attach copy]
- Place of registration: _____
- Principal place of business: _____
- Power of attorney of signatory of Bid [attach]

1.2 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Refer BDS. The supporting documents such detailed CVs signed in original supported by certificates for qualification and experience.

Position	Name	Qualification & year of experience (general)	Year of experience in proposed position	Remarks
Supervisor				

Standard Form: Letter of Intent

(Letterhead paper of the Employer)

Notes on standard form of letter of Intent

This issuance of Letter of Intent (always before letter of acceptance) is the information of the selection of the bid of the successful bidder by the Employer and for providing information to other unsuccessful bidders who participated in the bid as regards the outcome of the procurement process

The Employer shall allow 10 days as described in ITB 34.2 between this letter of intent and letter of acceptance to allow aggrieved bidders to challenge your decision if they feel they have treated unfairly.

(Insert date)

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

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

Authorized Signature: -----

Name and Title of Signatory:-----

Name of Agency:-----

CC:

[Insert name and address of all other bidders who submitted the bid]

Standard Form: Letter of Acceptance

[letterhead paper of the Employer]

Notes on Standard Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 31 and 32 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed.

[date] _____

To: _____

[name of the Contractor]

[address of the Contractor]

This is to notify that your Bid dated _____ for the execution of the contract for the construction of “_____ - _____” for the Contract Price _____ [amount in numbers] _____ [amount in words] _____ [name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency. The start date of the project is _____. The completion date for whole of the works shall be _____.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature:

Name and Title of Signatory: _____

Name of Agency:

Attachment: Agreement

Bank Guarantee for Bid Security

[this is the format for the Bid Security to be issued by a financial institutions in Bhutan in accordance with ITB Clause 19]

Invitation for Bid No:

Date:

Bid Package No:

To:

[Name and address of Employer]

TENDER GUARANTEE No:

We have been informed that *[name of Bidder]* (hereinafter called "the Bidder") intends to submit to you its Bid dated *[date of bid]* (hereinafter called "the Tender") for the execution of the Works of *[description of works]* under the above Invitation for Bids (hereinafter called "the IFB").

Furthermore, we understand that, according to your conditions Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Nu *[insert amount in figures and words]* upon receipt by us of your first written demand accompanied by a written statement that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

- (a) has withdrawn its Bids during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders ITB; or
- (c) having been notified of the acceptance of the Bid by the Employer during the period of Bid validity,
 - (i) fails or refuses to furnish the performance security in accordance with the ITT, or
 - (ii) fails or refuses to execute the Contract Form,

This guarantee will expire

- (a) if the Bidder is the successful Bidder, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Bidder as issued by you; or
- (b) if the Bidder is not the successful Bidder, thirty days after the expiration of the Bidder's Tender validity period, being *[date of expiration of the Tender]*.

Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

Section 5. General Conditions of Contract

1. Definitions
 - 1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined terms:
 - (a) **Completion Certificate** means the Certificate issued by the Employer as evidence that the Contractor has executed the Works in all respects as per drawing, specifications, and Conditions of Contract.
 - (b) The **Completion Date** is the date of completion of the Works as certified by the Engineer, in accordance with GCC Clause 18.
 - (c) **Contract** means the Agreement entered into between the Employer and the Contractor to execute, complete and maintain the Works.
 - (d) **Contractor** means the person or corporate body whose Tender to carry out the Works has been accepted by the Employer and is named as such in the SCC.
 - (e) **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. The **Contractor's Bid** is the completed Bid Document including the priced offer submitted by the Contractor to the Employer.
 - (f) **Days** mean calendar days.
 - (g) A **Defect** is any part of the Works not completed in accordance with the Contract.
 - (h) The **Employer** is the party named in the SCC who employs the Contractor to carry out the Works.
 - (i) The **Engineer** is the person named in the SCC, who is responsible for supervising the execution of the works and administering the Contract.
 - (j) The **Intended Completion Date** is the date specified in the SCC on which the Contractor shall complete the Works and may be revised if extension of time or an acceleration order is issued by the Engineer.
 - (k) The **Site** is the area defined as such in the SCC.
 - (l) The **Works** are what the Contract requires the Contractor to construct, install, and hand over to the Employer, as defined in the SCC.
2. Interpretation & Documents forming the Contract
 - 2.1 In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed part thereof or be taken into consideration in the interpretation or construance of the Contract. Words have their normal meaning under the language of the Contract unless specifically defined.

- 2.2 The following documents forming the Contract shall be interpreted in the following order of priority:
- (a) the signed Contract Agreement.
 - (b) the letter of Notification of Award.
 - (c) the completed Bid form as submitted by the Bidder.
 - (d) the Special Conditions of Contract.
 - (e) the General Conditions of Contract.
 - (f) Specifications
 - (g) the Drawings.
 - (h) any other document listed in the PCC as forming part of the Contract.
3. Corrupt, Fraudulent, Collusive or Coercive Practices
- 3.1 The Government requires that Employers, as well as Contractors shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.
- 3.2 In pursuance of this requirement, the Employer shall
- (a) exclude the Contractor from participation in the procurement proceedings concerned or reject a proposal for award; and
 - (b) declare a Contractor ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund;
- 3.3 The Government defines, for the purposes of this provision, the terms set forth below as follows:
- (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; and
 - (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.
- 3.4 The Government requires that the Client's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.
4. Governing Language and Law
- 4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Employer, shall be written in English unless otherwise stated in the SCC. The Contract shall be governed by and interpreted in accordance with the laws of the Kingdom of Bhutan.

5. Engineer's Decision 5.1 Except where otherwise specifically stated in the SCC, the Engineer will decide Contractual matters between the Employer and the Contractor in the role as representative of the Employer.
6. Delegation 6.1 The Engineer may delegate any of his duties and responsibilities to his representative, after notifying the Contractor, and may cancel any delegation, without retroactivity, after notifying the Contractor.
7. Communications and Notices 7.1 Communications between Parties pursuant to the Contract shall be in writing to the address specified in the SCC. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
8. Sub- Contracting 8.1 The Contractor shall not be permitted to subcontract any part of the Works in whole or in part.
9. Contractor's Personnel 9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the functions stated in the Schedule, or other personnel approved by the Engineer.
10. Welfare of Labourers & Child Labour 10.1 The Contractor shall provide proper accommodation to his labourers and arrange proper water supply, conservancy and sanitation arrangements at the site in accordance with relevant regulations, rules and orders of the government.
- 10.2 The Contractor shall comply with the applicable minimum age, labour laws and requirements of (including applicable treaties which have been ratified by) the Government of Bhutan regarding hazardous forms of child labour.
11. Safety, Security and Protection of the Environment 11.1 The Contractor shall throughout the execution and completion of the Works and the remedying of any defects therein :
- (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site and the Works in an orderly state;
- (b) provide and maintain at the Contractors own cost all lights, guards, fencing, warning signs and watching for the protection of the Works or for the safety on-site; and
- (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of the Contractors methods of operation.
12. Access to the Site 12.1 The Contractor shall allow the Engineer and any person authorised by the Engineer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
13. Documents, Information. 13.1 The Contractor shall furnish to the Engineer all information, schedules, calculations and supporting documentation that may be requested of it.
14. Property 14.1 If the contract is terminated by the Employer because of the contractors default, then, the contractor shall not be allowed to remove any materials on the Site, Plant, and Temporary Works until the matter is amicably resolved.
15. Insurance 15.1 The Contractor shall provide insurance as stated in the SCC
- 15.2 The Contractor shall deliver policies and certificates of insurance to the Engineer, for the Engineer's approval, before the Start Date.

	15.3	If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
16. Possession of the Site	16.1	The Employer shall give possession of the Site, or parts of the Site, to the Contractor on the date(s) specified in the SCC.
17. Commencement of Works	17.1	The Contractor may commence execution of the Works on the Start Date, or other such date as specified in the SCC, and shall carry out the Works in an expeditious manner.
	17.2	If the Contractor fails to commence the works within the above stated period, the Employer may, at his sole discretion, terminate the Contract and forfeit the Performance Security, if any.
18. Completion of Works	18.1	The Contractor shall complete the Works within the number of days stated in the SCC from the date of commencing the Works on the Site.
19. Programme of Works	19.1	Within the time stated in the SCC, the Contractor shall submit to the Engineer for approval a work program. The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the SCC.
20. Early Warning	20.1	The Contractor shall warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work result in increase to the Contract Price or delay in the execution of the Works.
21. Compensation Events	21.1	The following shall be Compensation Events: (a) the Employer does not give access to the Site or part of the Site by the Site Possession Date stated in the SCC; and (b) if the payment is delayed pursuant to Clause 25.1.
	21.2	If a Compensation Event would prevent the work being completed before the Intended Completion Date, the Intended Completion Date shall be extended, as appropriate, by the Engineer.
22. Non-Scheduled Items of Works	22.1	The Contractor shall be paid for non-scheduled items of works only when the Engineer approves such works and at the rates and in the manner stated in the SCC.
23. Schedule of Works	23.1	The Schedule of Works will contain rates for all items for the construction including temporary works, installation, testing, and commissioning work to be done by the Contractor.
	23.2	The Contractor shall be paid for the quantity of the work done at the rate in the Contract Agreement for each item.
	23.3	The Contractor shall be entirely responsible for all taxes, duties, license fees, and other such levies imposed outside and inside Bhutan.
24. Payment Certificates	24.1	The Contractor shall submit to the Engineer monthly statements of the estimated value of the work executed less the cumulative amount certified previously. The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
	24.2	The value of work executed shall be determined by the Engineer.
	24.3	The value of work executed shall comprise the value of the quantities

- of the items in the Schedule of Works completed.
- 24.4 The value of work executed shall include the valuation of Variations, Certified Dayworks and Compensation Events.
- 24.5 The Engineer may exclude any item certified in previous certificates or reduce the proportion of any item previously certified in any certificate in the light of later information.
25. Payments and Currency
- 25.1 The Employer shall pay the Contractor the amounts certified by the Engineer within thirty (30) days of the date of each certificate.
- 25.2 The Employer shall make Advance Payment (mobilization and secured advance) to the Contractor of the amounts and by the dates stated in the SCC against provision by the Contractor of an unconditional Bank Guarantee, (Form 4).
- 25.3 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilisation expenses required specifically for the execution of the Contract. The Contractor shall demonstrate that the advance payment has been used in this way by submitting copies of invoices or other documents to the Employer.
- 25.4 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, variations, claims or any amount payable due to failure to complete the works.
26. Retention
- 26.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the SCC until the completion of the whole of the Works.
- 26.2 On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor, the remaining half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.
27. Liquidated Damages
- 27.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion date for the works or for any part thereof.
28. Performance Security
- 28.1 Upon Notification of Award, a Performance Security shall be provided to the Employer in the amount and form stated in the Contract Forms (Form 3). The Performance Security shall be valid until a date thirty (30) days from the date of issue of the Certificate of Completion.
29. Price Adjustment
- 29.1 The rates and prices in the bill of quantities are fixed for the duration of the Contract and not subject to price adjustment during the performance of the Contract.
30. Completion
- 30.1 The Contractor shall request the Engineer to issue a Certificate of Completion of the Works, and the Engineer will do so upon deciding that the work is substantially completed.

31. Correction of Defects
- 31.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as the Defects remain to be corrected.
- 31.2 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.
32. Taking Over
- 32.1 The Employer shall take over the Site and the Works within seven (7) days of the Engineer issuing a Certificate of Completion.
33. Final Account
- 33.1 The Contractor shall supply the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract. The Engineer shall certify any final payment that is due to the Contractor within twenty-one (21) days of receiving the Contractor's account if it is correct and complete.
- 33.2 The Employer shall effect payment of the final account within thirty (30) days from the date of certification by the Engineer.
34. Termination
- 34.1 The Employer or the Contractor by giving thirty (30) days written notice of default to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of Contract.
- 34.2 Fundamental breaches of the Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for more than thirty (30) days when no stoppage of work is shown on the current Programme and the stoppage has not been authorised by the Engineer;
 - (b) the Engineer gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - (c) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of Liquidated Damages can be paid;
 - (d) the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract; and
 - (e) a payment certified by the Engineer is not paid to the Contractor by the Employer within sixty (60) days of the date of the Engineer's certificate.
- 34.3 The Employer and the Contractor may at any time terminate the Contract by giving notice to the other party if either of the parties becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to any party provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue to the other party.
- 34.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 34.5 If the Contract is terminated, the Contractor is to stop work immediately, make the Site safe and secure and hand over the Site

to the Employer as soon as reasonably possible.

35. Payment upon Termination
- 35.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Plant and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC.. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 35.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Contractor shall be entitled to payments for completed works and the materials that have been brought to the site for the purpose of the works, but not used as certified by the Engineer after adjusting any payments received by the Contractor.
36. Release from Performance
- 36.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible, after receiving this certificate. The Contractor shall be paid for all works carried out before stoppage of work and any work carried out afterwards to which a commitment was made.
37. Force Majeure
- 37.1 For the purposes of this Contract, "Force Majeure" means an exceptional event or circumstance:
- (a) which is beyond a Party's control,
 - (b) which such Party could not reasonably have provided against before entering into the Contract,
 - (c) which, having arisen, such Party could not reasonably have avoided or overcome, and
 - (d) which is not substantially attributable to the other Party.
- 37.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
 - (c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
 - (d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
 - (e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.
- 37.3 However, force majeure shall not include the following;
- i. rainfall

Section 6. Special Conditions of Contract

Clause Ref	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	ii. snowfall
GCC 1.1(d)	The Contractor is (shall be known only after awarding of works) (shall be known only after awarding of works)
GCC 1.1(h)	The Employer is : Gup, Gewog Administration, Kilkhorthang Gup, Gewog Administration, Kilkhorthang , materials such as timbers, boulders, sand, and other materials
GCC 1.1(i)	The Engineer is: Pema Rinzin, DES, Tsirang. Pema Rinzin, DES, Tsirang. v. difficulty and risky terrain and remoteness of site.
GCC 1.1(j)	The Intended Completion Date for the whole of the Works shall be 1½ months. 1½ months.
GCC 1.1(k)	38.1 The Employer and the Contractor shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. The Site is located at its interpretation. Menchuna Chiwog.
GCC 1.1(l)	38.2 Any dispute between the parties to the Contract that may not be settled amicably will be referred to Arbitration at the initiative of either of the parties. The Works are: Laying of PCC tyre trails, laying of RC pipes etc. Laying of PCC tyre trails, laying of RC pipes etc.
GCC 2.2(i)	The additional documents forming part of this Contract are: "No additional documents" 38.3 The Arbitration shall be conducted in accordance with the Arbitration Rules of the Kingdom of Bhutan in force.
GCC 4.1	The Language governing the Contract shall be: English.
GCC 5.1	The Engineer shall obtain specific approval of the Employer before taking any of the following actions: 1. Additional works beyond permissible limit of the engineer.
GCC 7.1	The addresses for Communications shall be: <u>For the Employer:</u> Dzongkhag Engineer, DES, Tsirang represented by site engineer Pema Rinzin of the same office. <u>For the Contractor:</u> Will be available after tendering only.
GCC 9.1	The Key Personnel of the Contractor are: "NONE" .
GCC 15.1	For insurance purposes the type of cover required shall be: The contractor shall be responsible for the insurance of the work, machineries and labour.
GCC 16.1	Possession of the site shall be within 3 days from the date of signing of the Contract and issuance of Work Orders.
GCC 17.1	Commencement of work shall be within from the date of giving possession of the site.
GCC 18.1	Completion of works shall be within 1½ months from the date of commencing the works on the site.
GCC 19.1 & 19.2	The Contractor shall submit the first work plan 14 days after signing the Contract, and shall update the work plan every 4 weeks during the period of the Contract. (For this contract no work plan is required to be submitted).
GCC 22.1	"The rates for non-scheduled items of works shall be determined by the Engineer".
GCC 25.2	An advance payment of 10 % of the Contract Price will be made to the Contractor within (14) days of Contract signing date.
GCC 26.1	The Retention shall be 10 % of the Contract Price.
GCC 27.1	The liquidated damages for the whole of the Works are 0.075% of the initial Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the initial Contract Price.
GCC 31.1	The Defects Liability Period shall be 6 months

Section 7 - Contract Forms

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

Contract Forms

Form	Title
Form -1	Notification of Award
Form -2	Contract Agreement
Form -3	Bank Guarantee for Performance Security
Form -4	Bank Guarantee for Advance Payment

Notification of Award

Contract No:

Date:

To:

[name and address of Contractor]

This is to notify you that your Bid dated *[insert date]* for the execution of the Works for *[name of project / Contract]* for the Contract Price of Nu *[amount in figures and in words]*, as corrected and modified in accordance with the Instructions to bidder is hereby accepted by *[name of the Employer]*.

You are requested to proceed with the execution of the Works on the basis that this Notification of Award shall constitute the formation of a Contract, which shall become binding upon you furnishing a Performance Security within fourteen (14) days, in accordance with ITB Clause 32, and the signing the Contract Agreement within twenty-one (21) days, in accordance with ITB Clause 33.

We attach the Contract Agreement and Special Conditions of Contract for your perusal and signature.

Signed

Duly authorised to sign for and on behalf of
[name of Procuring Entity]

Date:

Contract Agreement

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) The signed Contract Agreement;
 - (b) The letter of Acceptance;
 - (c) The completed Bid form as submitted by the Bidder;
 - (d) The Special Conditions of Contract;
 - (e) The General Conditions of Contract;
 - (f) Specifications
 - (g) The Drawings; and
 - (h) Any other document listed in the SCC as forming part of the Contract..
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For the Employer

For the Contractor

Signature

Print Name

Title

In the presence of
(Name)

Address

Bank Guarantee for Performance Security

[this is the format for the Performance Security to be issued by any financial institute in Bhutan in accordance with ITB Clause 35]

Contract No:

Date:

To:

[Name and address of Employer]

PERFORMANCE GUARANTEE No:

We have been informed that *[name of Contractor]* (hereinafter called "the Contractor") has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called "the Contract"), the execution of works *[description of works]* under the Contract.

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

At the request of the Contractor, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Nu *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Contractor is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

Bank Guarantee for mobilisation advance

[this is the format for the Advance Payment Guarantee to be issued by a financial institutions in Bhutan in their letter pad in accordance with SCC Clause 25.2]

Contract No:

Date:

To:

[Name and address of Employer]

ADVANCE PAYMENT GUARANTEE No:

We have been informed that *[name of Contractor]* (hereinafter called "the Contractor") has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called "the Contract"), the execution of works *[description of works]* under the Contract.

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

At the request of the Contractor, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Nu. *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Contractor is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Employer and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

Section 8 Bill of Quantities (BoQ)

Section 9. Drawings

Notes on Drawings

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder. The Drawings shall be dated, numbered and show the revision number.

Name of work: Maintenance of Munchuna farmroad.

Location: Munchuna chiwog under Kilkhorhang gewog.

Title: Bill of Quantity

Sl. No	Item Description	Qty.	UoM
HUME PIPES			
1.	Providing & laying NP2 class R.C pipes, including collars, jointing in cement mortar 1:2 including testing of joints etc. complete : 1200mm dia.	10.00	m
2.	Providing & laying NP2 class R.C pipes, including collars, jointing in cement mortar 1:2 including testing of joints etc. complete : 600mm dia.	5.00	m
CATCH PITS			
3.	Excavation in foundation trenches or drains not exceeding 1.5m in width or area 10 sq.m on plan, including dressing & ramming, disposal of surplus soil within 50m lead & 1.5m lift: Ordinary soil	13.09	cu.m
4.	Providing & laying Random Rubble Masonry with hard stone in foundation & plinth: In cement mortar 1:4	3.84	cu.m
5.	Providing and laying Hand packed stone filling or soling.	3.49	cu.m
6.	Providing and laying in position plain cement concrete excluding the cost of centering and shuttering - All work upto plinth level.1:3:6 (1 cement : 3 sand : 6 graded crushed rock 20 mm nominal size)	2.33	cu.m
7.	Providing & laying 20mm cement plaster in cement mortar 1:4.	14.40	sq.m
ROAD PAVEMENT			

Name of work: Maintenance of Munchuna farmroad.

Location: Munchuna chiwog under Kilkhorhang gewog.

Title: Bill of Quantity

Sl. No	Item Description	Qty.	UoM
8.	Preparation of sub grade with proper camber by excavating earth to depth equal to pavement thickness, consolidation with roller, disposal of surplus earth up to 50m: All kinds of soil.	45.00	cu.m
9.	Providing and laying Hand packed stone filling or soling with hard stones.	44.00	cu.m
10.	Providing and laying in position plain cement concrete excluding the cost of centering and shuttering - All work upto plinth level.1:2:4 (1 cement : 2 sand : 4 graded crushed rock 20 mm nominal size)	12.00	cu.m
TOTAL			

Rate (in words)	Rate (in figures)	Amount

Rate (in words)	Rate (in figures)	Amount

Name of work: Maintenance of Munchuna farmroad.
Location: Munchuna chiwog under Kilkhorhang
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Title: Estimate
BSR: BSR 2018, Gelephu

Sl. No	BSR/SPB D REF. No	Item Description	No	Length	Breadth
HUME PIPES					
1.	DR0097	Providing & laying NP2 class R.C pipes, including collars, jointing in cement mortar 1:2 including testing of joints etc. complete : 1200mm dia.			
		Over Adhikari khola	1	5.00	
		Over Sonam khola	1	5.00	
		Total			
2.	DR0093	Providing & laying NP2 class R.C pipes, including collars, jointing in cement mortar 1:2 including testing of joints etc. complete :600mm dia.			
		Over IB khola	1	5.00	
		Total			
CATCH PITS					
3.	RW0121	Excavation in foundation trenches or drains not exceeding 1.5m in width or area 10 sq.m on plan, including dressing & ramming, disposal of surplus soil within 50m lead & 1.5m lift: Ordinary soil			
		Upstream of Adhikari khola and Sonam khola	2	2.00	1.50
		Upstream of IB khola	1	1.50	1.50
		Total			
4.	RW0121	Providing & laying Random Rubble Masonry with hard stone in foundation & plinth: In cement mortar 1:4			
		Upstream of Adhikari khola and Sonam khola, long side	2	1.60	0.40
		Upstream of Adhikari khola and Sonam khola, short side	2	0.80	0.40
		Upstream of IB khola, long side	2	1.60	0.40
		Upstream of IB khola, short side	2	0.80	0.40
		Total			
5.	SM0072	Providing and laying Hand packed stone filling or soling.			
		Upstream of Adhikari khola and Sonam khola, catch pit base	2	2.00	1.50
		Upstream of IB khola, catch pit base	1	1.50	1.50
		Below Hume pipe (1200mm dia)	2	5.00	1.20
		Below Hume pipe (600mm dia)	1	5.00	0.60
		Total			

Name of work: Maintenance of Munchuna farmroad.
Location: Munchuna chiwog under Kilkhorthang
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Title: Estimate
BSR: BSR 2018, Gelephu

Sl. No	BSR/SPB D REF. No	Item Description	No	Length	Breadth
6.	CW0005	Providing and laying in position plain cement concrete excluding the cost of centering and shuttering - All work upto plinth level.1:3:6 (1 cement : 3 sand : 6 graded crushed rock 20 mm nominal size)			
		Upstream of Adhikari khola and Sonam khola catch pit	2	2.00	1.50
		Upstream of IB khola catch pit base	1	1.50	1.50
		Below Humpe pipes (1200mm dia)	2	5.00	1.20
		Below Humpe pipe (600mm dia)	1	5.00	0.60
		Total			
7.	PL0041	Providing & laying 20mm cement plaster in cement mortar 1:4.			
		Catch pit walls (inside), Adhikari and Sonam khola	8	0.80	
		Catch pit walls (inside), IB khola	4	0.80	
		Top	12	1.50	
		Total			
		ROAD PAVEMENT			
8.	RW0121	Preparation of sub grade with proper camber by excavating earth to depth equal to pavement thickness, consolidation with roller, disposal of surplus earth up to 50m. All kinds of soil.			
		Along steep road road	1	50.00	3.00
		Total			
9.	SM0072	Providing and laying Hand packed stone filling or soling with hard stones.			
		Tyre trail (along steep road)	2	50.00	0.80
		Total			
10.	CW0006	Providing and laying in position plain cement concrete excluding the cost of centering and shuttering - All work upto plinth level.1:2:4 (1 cement : 2 sand : 4 graded crushed rock 20 mm nominal size)			
		Tyre trail (along steep road)	2	50.00	1.20
		Total			
		Sub-Total			
		Add 7.29% Cost Index over BSR 2018, Gelephu			
		GRAND TOTAL			

Estimate prepared by,

Name of work: Maintenance of MENCHUNA farmroad.
Location: MENCHUNA chiwog under KILKHORTHANG
Title: Estimate
BSR: BSR 2018, Gelephu

Sl. No	BSR/SPB D REF. No	Item Description	No	Length	Breadth
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(Pema Rinzin)
Site Engineer

Height	Qty.	UoM	Rate	Amount
	5.00			
	5.00			
	10.00	m	9,419.51	94,195.10
	5.00			
	5.00	m	1,851.84	9,259.20
1.75	10.50			
1.15	2.59			
	13.09	cu.m	124.67	1,631.93
1.00	1.28			
1.00	0.64			
1.00	1.28			
1.00	0.64			
	3.84	cu.m	3,358.67	12,897.29
0.15	0.90			
0.15	0.34			
0.15	1.80			
0.15	0.45			
	3.49	cu.m	1,422.66	4,965.08

Height	Qty.	UoM	Rate	Amount
0.10	0.60			
0.10	0.23			
0.10	1.20			
0.10	0.30			
	2.33	cu.m	3,698.51	8,617.53
0.75	4.80			
0.75	2.40			
0.40	7.20			
	14.40	sq.m	181.13	2,608.27
0.30	45.00			
	45.00	cu.m	39.72	1,787.40
0.20	16.00			
	16.00	cu.m	1,422.66	22,762.56
0.10	12.00			
	12.00	cu.m	4,362.65	52,351.80
				211,076.17
				15,387.45
				226,463.62

Checked by,

Height	Qty.	UoM	Rate	Amount
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(Tshering Moktan)
Dzongkhag Engineer