

ROYAL INSURANCE CORPORATION OF BHUTAN LIMITED



TENDER DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT OF
DIESEL GENERATOR SET, AIR CONDITIONERS AND UNINTERRUPTED
POWER SUPPLY ALONG WITH THEIR ASSOCIATED SYSTEMS.

REAL ESTATE-2023

Name of Firm:.....

License No.....

CDB No.....

Contact No.....

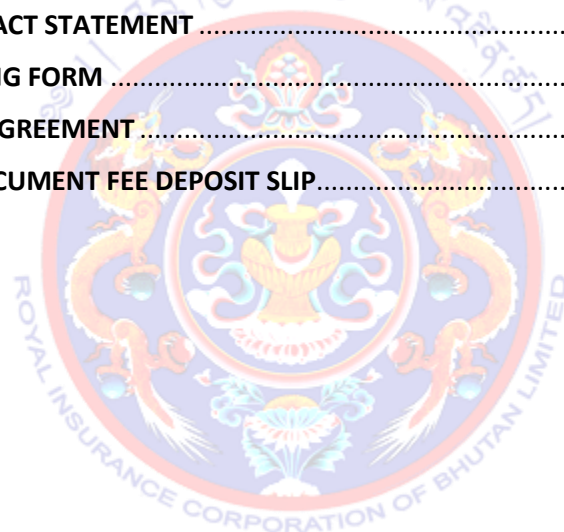
Email Address:.....

TABLE OF CONTENTS

NOTICE INVITING TENDER (NIT).....	1
PROFILE OF BIDDER ORGANISATION	2
PREQUALIFICATION CRITERIA.....	3
SECTION 1: INSTRUCTION TO BIDDERS (ITB).....	4
A. GENERAL	4
1. SCOPE OF TENDER	4
2. ELIGIBILITY	4
3. CORRUPT OF FRAUDULENT PRACTICE.....	4
4. SITE VISIT	5
B. BIDDING DOCUMENTS	5
5. Content Of Bidding Documents	5
C. PREPARATION OF BIDS.....	5
6. One Bid per Bidders.....	5
7. Cost of Bidding.....	6
8. Documents comprising the Bid.....	6
9. Bid Prices	6
10. Bid Validity.....	6
11. Bid Security (Earnest Money Deposit – EMD)	7
12. Signing Of Bids	7
13. SUBMISSION OF BIDS	7
14. Sealing and Marking of Bids.....	7
15. Deadline for Submission of the Bids.....	8
16. BID OPENING AND EVALUATION	8
17. Bid Opening	8
18. Clarification of Bids	9
19. Examination of Bids and Determination of Responsiveness	9
20. Correction of Errors	10
21. Evaluation and Comparison of Bids	10
22. AWARD OF CONTRACT	13
23. Award Criteria	13
24. Notification of Award and Signing Agreement	13
25. Performance Security Deposit	13

SECTION 2: GENERAL CONDITION OF CONTRACT	15
A. GENERAL	15
1. Definitions	15
B. GENERAL CONDITIONS	16
2. Interpretation	16
3. Governing Law	16
4. Communication	16
5. Service Provider Responsibilities	17
6. Purchaser’s Responsibilities	17
7. Risks	17
8. Dispute Resolution	17
9. Extension of the Intended Completion of Date	17
C. QUALITY CONTROL	17
10. Quality of Work	17
11. Inspection and Tests	18
D. COST CONTROL	18
12. Contract Price	18
13. Certificate for Payment	18
14. Payment	18
15. Tax Deduction	18
16. Retention Money Deduction	18
17. Final Account	18
18. Performance Security	19
19. Liquidated Damage	19
20. Termination	19
21. Payment Upon Termination	20
22. Performance of Services in accordance to Specification	20
23. Site Regulations and Safety	21
SECTION 3: TERMS OF REFERENCE/SPECIAL CONDITIONS OF CONTRACT	22
A. SCOPE OF SERVICES	22
B. ELIGIBILITY CRITERIA	25
C. MAINTENANCE SCHEDULE	25
i. Detailed Scope of Work:	25

ii. Detailed Scope of Work:	27
iii. Detailed Scope of Work:	28
D. PAYMENT TERMS	29
E. COMMENCEMENT & COMPLETION OF SERVICE	29
F. PENALTY	29
SECTION 4: SCHEDULE OF REQUIREMENT	31
A. SCHEDULE OF REQUIREMENT	31
SECTION 5: BILL OF QUANTITY	33
SECTION 6: BID FORMS	36
FORM 1: FORM OF BID	37
FORM 2: BID SECURING DECLARATION	38
FORM 3: INTEGRITY PACT STATEMENT	39
FORM 4: UNDERTAKING FORM	42
FORM 5: CONTRACT AGREEMENT	43
FORM 6: BIDDING DOCUMENT FEE DEPOSIT SLIP	45



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NOTICE INVITING TENDER (NIT)



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PROFILE OF BIDDER ORGANISATION

Date:.....[Insert Bid Submission Date]

1.	Bidder's Legal Name:	
2.	Bidder's Country of Registration:	
3.	Bidder's Year of Registration:	
4.	Bidder's Legal Address in Country of Registration:	
5.	Bidder's Local Address in Bhutan (if any):	
6.	Bidder's Website /Email Address:	
7.	Bidder's Authorized Representative in Bhutan (if any) Name: Designation: Address: Telephone: E-mail Address:	
8.	Status of the Bidder (check the box as applicable): <input type="checkbox"/> Bidding Company <input type="checkbox"/> Lead Member of the Joint Venture <input type="checkbox"/> Agent of the Foreign Bidder	
9.	Attached are copies of the following original documents: [check the box(es) of the attached original documents] <input type="checkbox"/> Tax Clearance Certificate of Bidder named in 1or 2 above (applicable for Bhutanese Bidders). <input type="checkbox"/> Trade License of Bidder named in 1or 2 above (applicable for Bhutanese Bidders). <input type="checkbox"/> Certificate of Incorporation or Registration of Bidder named in 1or 2 above. <input type="checkbox"/> Any other certificate to support the legal entity of the Bidder named in 1or 2 above.	

Date:

Signature.....

Place:

Name:

Designation.....



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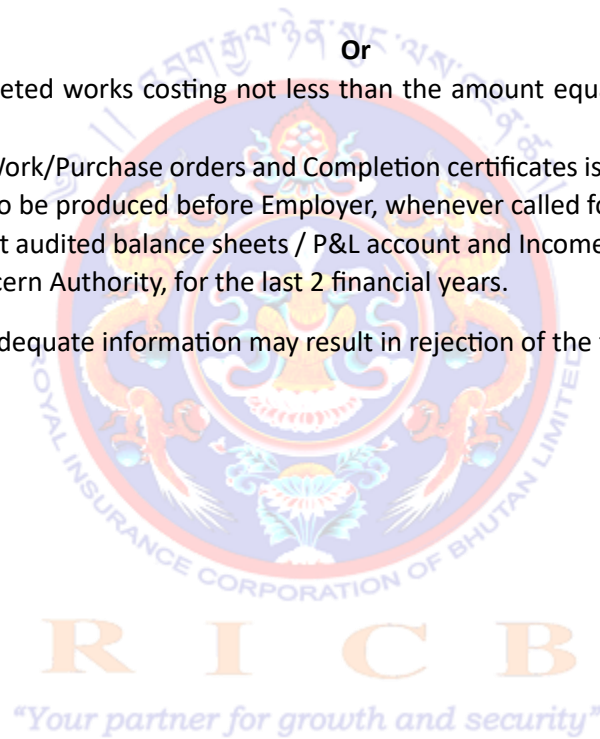
PREQUALIFICATION CRITERIA

Service wise Minimum Eligibility Criteria for qualification of tenderers are as follows:

The Bidding Firm/Company:

1. Should have experience during the last 03 years of experience in the respective field(s) in which bidder is quoting.
2. Should have successfully completed or currently providing services in last 02 Year, in the respective field, in which bidder is participating:
 - i. Three similar completed works costing not less than the amount equal to 40 % of the estimated cost.
 - Or**
 - ii. Two similar completed works costing not less than the amount equal to 50 % of the estimated cost.
 - Or**
 - iii. One similar completed works costing not less than the amount equal to 80 % of the estimated cost.
3. A Certified copy of Work/Purchase orders and Completion certificates issued by the client should be enclosed and need to be produced before Employer, whenever called for verification purposes.
4. Bidder should submit audited balance sheets / P&L account and Income Tax Return certificates duly certified by the Concern Authority, for the last 2 financial years.

Note: Any false and/or inadequate information may result in rejection of the tender.



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SECTION 1: INSTRUCTION TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF TENDER

- 1.1. The Employer, as indicated in the **Section 3, Terms of Reference/Special Condition of Contract** issues this Bidding Document for the procurement of Works. The name, identification and identification of this bidding are provided in **Section 3, Terms of Reference/Special Condition of Contract**.
- 1.2. The successful Bidder will be required to provide maintenance services within the Time duration stated in the **Special Conditions of Contract (SCC) or ToR**.
- 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 Bidders of the categories specified in the **ToR/SCC** are eligible to participate in this bidding process.

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 any thing 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 Employer, 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 Employer 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



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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.

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	Profile of Bidder Organisation
3	Instruction to the Bidders
4	General Condition of Contract
5	Special Condition of Contract
6	Schedule of Requirement
7	All the documents required for technical evaluation.
8	Financial Bid

C. PREPARATION OF BIDS

6. One Bid per Bidders

- 6.1 Each bidder shall submit only one bid for **AMC of Diesel Generator set, Air conditioners and Un-interrupted Power Supply along with their associated system**. A bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.



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7. Cost of Bidding

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

8. Documents comprising the Bid

8.1 The bid submitted by the bidder shall comprise the following:

- a. The non-refundable tender document fee of **Nu.500/-** (five hundred) must be deposited in RICB accounts section in cash/online transaction and submit the receipt along with the tender document.
- b. Bid Security (EMD) for **Nu. _____ (Ngultrums _____)** in the form of Cash/Cash Warrant in favour of 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. Any other information requested for this tender document.

9. Bid Prices

9.1. The price quoted by the bidder should be inclusive of all cost of spares, labour, service charges, cost of **AMC of Diesel Generator set, Air conditioners and Un-interrupted Power Supply along with their associated system** as described in this tender document.

9.2. Items for which no rate or price is quoted by the bidder will not be paid for by the Employer when executed and shall be deemed to have been covered by the other rates quoted in the financial bid.

9.3. The price Bid should contain the rate against each items separately. The rate for each item should be quoted as mentioned in the Bill of Quantity.

9.4. The rate quoted shall be in **BHUTANESE CURRENCY (Nu.)** for each item and should be inclusive of all taxes/duties, spares, cost of other material, labour charges, installation of equipment for RICB Corporate Office Building, Thimphu.

10. Bid Validity

10.1 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 Employer as non-responsive.

18.3 In exceptional circumstances, prior to expiry of the original time limit, the Employer 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.



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11. Bid Security (Earnest Money Deposit – EMD)

- 11.1 The bid shall be accompanied by a bid security amount of **Nu.....(Ngultrums.....)** in the form of a Cash/Cash Warrant addressed to the Chief Executive Officer, Royal Insurance Corporation of Bhutan Limited, Thimphu, issued by a reputable Financial Institution in Bhutan other than RICB.
- 11.2 The bid security shall be valid for **Sixty (60) days** from the day of Bid opening.
- 11.3 Any bid not accompanied by an acceptable Bid Security and not secured shall not be rejected by the Employer. 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.
- 18.3 The Bid Security of unsuccessful bidders will be returned after the awarding of tender to the successful bidder.
- 11.5. The Bid Security of the successful bidder will be returned after he has signed the Agreement and furnished the required Performance Security Guarantee.
- 11.6 A Bid not accompanied by bid security of adequate value and validity shall be rejected by Employer as non-responsive.
- 11.7 The bid security shall be forfeited in the following cases:
- If the Bidder withdraws the bid after Bid opening during the period of Bid validity;
 - If the Bidder does not accept the correction of the Bid price;
 - In the case of a successful bidder, if the bidder fails to sign the Contract or furnish Performance Security within the specified time limit.

12. Signing Of Bids

- 12.1 The Bidder shall prepare document comprising the bid as described in the relevant clauses in this tender document.
- 12.2 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.

13. SUBMISSION OF BIDS

14. Sealing and Marking of Bids

- 14.1 Bid should be submitted in two Envelopes as mentioned below:-
- Technical Bid** (Duly Sealed), consisting of section 1 to section 4 and other necessary documents required for technical evaluations.

This Envelope should be marked as "Technical Bid" and address as follows:

**The Chairman,
Tender Committee
Royal Insurance Corporation of Bhutan Limited
Corporate Office, Thimphu**



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- (b) **Financial Bid** (Duly Sealed) should contain financial Bid in the prescribed format.

This Envelope should be marked as “Financial Bid” and address as follows:

**The Chairman,
Tender Committee
Royal Insurance Corporation of Bhutan Limited
Corporate Office, Thimphu**

- 14.2 All the above two envelopes should be put in a larger envelope, signed and sealed properly with **adhesive or any other sealant** to prevent reopening. This envelope should be addressed to:

**The Chairman,
Tender Committee
Royal Insurance Corporation of Bhutan Limited
Corporate Office, Thimphu**

- 14.3 This envelope must bear the following Identifications:

- i. Bid For Annual Maintenance Contract For **[NAME OF AMC]** Bid Reference No- _____
- ii. It should be marked **“CONFIDENTIAL”**.
- iii. Provide a warning **“Do not open before [MENTION OPENING TIME & DATE]”**
- iv. Non-refundable Bid fee receipt of **Nu.500/-** (Ngultrums five hundred) must attach on the larger envelope.

- 14.4 If the envelopes are not sealed and marked as above, the Institute will assume no responsibility for the misplacement or wrong/premature opening of the bid.

- 14.5 If the outer envelope is not sealed properly with adhesive or any other sealant and not marked as above, the Tender Committee will not evaluate the bid.

15. Deadline for Submission of the Bids

- 15.1 Bids must be received by the Employer at the address specified above not later than the last date of submission. In the event of the specified date for the receiving the bids being declared a holiday by the Employer, the bids will be received up to the appointed time on next workingday.

- 15.2 Any Bid received by the Employer after the deadline will be rejected.

- 15.3 The deadline for receipt of bid(s) by the Employer is **[30th August] before 12.30PM**. Bids by electronic means are not acceptable unless otherwise informed by the Employer (prior to the submission date).

16. BID OPENING AND EVALUATION

17. Bid Opening

- 17.1 On the due date and appointed time as specified above, the Employer will open both **Technical Bid**



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and Financial Bid which should contain the Documents as mentioned in this Tender Document (except those received late) in presence of the Bidders or their representatives who choose to attend.

- 17.2 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 Employer, the Bids will be opened at the appointed time and location on the next working day.
- 17.3 Any bid price, if applicable, which is not read out and recorded at Bid opening, will not be taken into account in Bid evaluation.

18. Clarification of Bids

- 18.1 To assist in the examination and comparison of Bids, the Employer 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 Employer in the evaluation of the Bids in accordance with the relevant clauses in this Tender Document.
- 18.2 No Bidder shall contact the Employer 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 Employer, he should do so in writing.
- 18.3 Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.
- 18.4 Further information can be obtained in writing from

**Assistant Development Officer,
Real Estate, General Administration Division,
Royal Insurance Corporation of Bhutan Limited
Corporate Office, Thimphu.
Contact # +975-17885233
Email: jigme_loday@ricb.bt**

Not later than seven (7) days from the date of bid submission.

19. Examination of Bids and Determination of Responsiveness

- 21 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid;-
- meets the eligibility criteria and qualification defined in section 1 of bid document.
 - has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause;
 - is accompanied by the required Bid security and;
 - is responsive to the requirements of the Bidding documents.



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- 19.2 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 Employer's rights or the Bidder's obligations under the Contract; or
 - iii. whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

19.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

20. Correction of Errors

20.1 Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer 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.

20.2. The amount stated in the Bid will be adjusted by the Employer 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.

21. Evaluation and Comparison of Bids

20.1 The Employer will evaluate and compare only the responsive and eligible Bids as per the criteria stipulated.

20.2 The bid will undergo a four stage processing; viz.

- a. Checking the Essential Requirements;
- b. Accepting the Bid documents;
- c. Examining the Technical Part;
- d. Examining the Financial Part.

22 Evaluation of Technical Bid

- a. Eligibility criteria will be considered for technical evaluation. The scoring will be 70:30 for Technical Bid and Financial Bid respectively and the Bid scoring minimum of 60 out of 70 will proceed for Financial Evaluation.
- b. Following are the **Mandatory documents** for Technical Evaluation.
 - i. Original signed CVs of technical manpower committed with at least two referees.
 - ii. Copies of Citizenship ID Cards or work permit/passport/Election/Voter ID cards (for foreign



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- workers) of all manpower committed.
- iii. Copies of Provident Fund Account Documents for all regular personnel or payrolls or copies of monthly remittance schedule of Health Contribution and Tax Deducted at Source for all regular personnel committed for this project.
- iv. Copies of similar work experience certificate for both consultant/contractor carried out within the last five (5) years.

Note: Non-submission of above document or evidence for key personnel, and similar work experience certificate by bidder shall affect the scoring of points in evaluation purpose. Translation in English must be submitted along with the copy of original if the certificates are not in English.

- c. Technical Evaluation will be carried out on the following criteria and every bidder shall submit the document accordingly for the evaluation.

SL. NO.	Evaluation Criteria/Sub Criteria	Maximum Score
A	Registered firm specifically for design, manufacture, supply, install, test, and commission in Bhutan.	5.00
1	Registered firm specifically for design, manufacture, supply, install, test, and commission in Bhutan. (100% of 5)	5.00
2	Not registered firm specifically for design, manufacture, supply, install, test, and commission in Bhutan. (0% of 5)	0.00
	Total for A	5.00
B	Specific experience of the consultancy firm for installation & maintenance of DG, AC and UPS within last five years	30.00
1	More than five number of similar work done within last five years (100% of 30).	30.00
2	More than three number of similar work done within last five years (50% of 30).	15.00
3	More than one number of similar work done within last five years (25% of 30).	7.50
4	No similar experience (0% of 30).	0.00
	Total for B	30.00
C	Specific experience of the consultancy firm for Annual Maintenance Contract within last five years	25.00
1	More than three number of similar works done within last five years (100% of 25).	25.00
2	More than two number of similar works done within last five years (50% of 25).	12.50
3	More than one number of similar works done within last five years (25% of 25).	6.25
4	No similar experience (0% of 25).	0.00
	Total for C	25.00



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D	Key professional staff qualification, experience and competence for the assignment.	30.00
1	Bachelor's degree in electrical engineering with more than seven years of professional experience OR Diploma in electrical engineering with more than ten (10) years of professional experience. (100% of 30)	30.00
2	Bachelor's degree in electrical engineering with more than five to seven (5-7) years of professional experience OR Diploma in electrical engineering with seven to ten (7-10) years of professional experience. (75% of 30)	22.50
3	Bachelor's degree in electrical engineering with more than five to seven (5-7) years of professional experience OR Diploma in electrical engineering with seven to ten (7-10) years of professional experience. (50% of 30)	15.00
4	Bachelor's degree in electrical engineering with more than three (3) years of professional experience OR Diploma in electrical engineering with less than five (5) years of professional experience. (15% of 20)	4.50
	Total for D	30.00
F	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 F	10.00
	Grand Total (A+B+C+D+E+F)	100.00

NOTE: The points scored in technical bid evaluation shall be converted to 70% and the bidder who scored minimum of 60 points after conversion to 70% shall proceed to Financial Evaluation.

21 Evaluation of Financial Bid

- a. Only those Bid who score minimum of 60 out of 70 in Technical Bid and are responsive will be considered for examination in the Financial Part.
- b. The Financial proposal shall be evaluated for any arithmetical errors and for the purpose of comparison, all the cost shall be converted to a single currency i.e. Ngultrum.
- c. Computation of financial score will be carried out as:

$$= (\text{Lowest financial score}/\text{Financial quoted of the firm}) \times 30.$$



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22. AWARD OF CONTRACT

23. Award Criteria

- 21 The contract will be awarded only to the best evaluated bid.
- 21 The best evaluated bid shall be the maximum score of the sum of Technical Bid and Financial Bid after evaluation.

24. Notification of Award and Signing Agreement

- 21 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by registered letter. This letter will state the sum that the Employer will pay the Contractor in consideration of all the maintenance services provided by the Contractor as prescribed in the Contract (hereinafter and in the Contract called the “Contract Price”).
- 21 The Employer shall issue a Notification of Award to the successful Bidder. Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.
- 21 An agreement in the form given in this document will be signed between the Employer and the successful bidder incorporating all correspondence between the Employer and the successful Bidder. This tender document will be a part of the agreement and all terms and conditions mentioned herein will be part of the terms and conditions in the agreement. The successful Bidder shall furnish the performance security guarantee within 15 days after notice of award.
- 21 Upon the furnishing by the successful Bidder of the Performance Security guarantee, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid security.

25. Performance Security Deposit

- 21 Within 10 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.
- 21 The performance security shall be valid for a period of **1 year or the contract period** from the date of commencement of the contract.
- 21 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.



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- 21 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.



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SECTION 2: GENERAL CONDITION OF CONTRACT

A. GENERAL

1. Definitions

- 1.1. The **Contract** is the contract between the Employer's nominee and the Contractor to execute, complete and maintain the Services. It consists of all the documents listed in Section-2
- 1.2. The **Contractor / Agency** is a person or corporate body, whose Bid to carry out the Services has been accepted by the Employer.
- 1.3. The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Institute.
- 1.4. The **Contract Price** is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- 1.5. **The Institute** is the party, who will employ the Contractor (here the Royal Insurance Corporation of Bhutan Limited) to carry out the Services.
- 1.6. The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- 1.7. The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Services. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer or his nominee by issuing an extension of time.
- 1.8. **Materials** are all supplies, including consumables, used by the contractor for execution of the Services. The Site is the area defined as such in the Contract document.
- 1.9. **Specification** means the Specification of the Services included in the Contract and any modification or addition made or approved by the Employer or his nominee.
- 1.10. The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the Services. It does not necessarily coincide with any of the Site Possession Date.
- 1.11. A **Variation** is an instruction given by the Employer or his nominee which varies the Services. The Services are what the Contract requires from the Contractor to execute to the Employer as defined in the Contract document. The Qualified Service Engineer is those employed / proposed to be employed by the Contractor at the Site, who has participated and is in possession of a valid Competency Certificate.



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1.12. **Security Deposit** means performance security guarantee and vice-versa.

B. GENERAL CONDITIONS

- i. The party who has been provider of services to Royal Insurance Corporation of Bhutan Limited earlier and if their services have been found violating terms of contract very frequently and were penalized for the same for a cumulative sum equivalent to 5% or more of the annual service contract or more in any one financial year or have been found giving/using false information/fraudulent tactics during execution/ participation in tender process in any of the earlier occasions, will not be considered in the tender process, even if the term of their contract was not terminated/ Agency's participation was rejected.
- ii. In case of a tie (a case of more than one tenderer quoting the same prices in the financial bids) of offers, the party having more experience of service provider in Government/Autonomous organizations/State own company and the details submitted as per essential requirements clause will be preferred.
- iii. Experience certificate of satisfactory completion of services provided by the Government/Autonomous organizations/State own company for last three years with similar nature and quantity of work will only be considered for cases of tie stated above.
- iv. The Institute is not in any way bound to accept the lowest or any Tender and reserves the right to accept any tender in whole or any part of the tender or portion of the quantity offered and reserves the right if required to negotiate with any or all the Tenderers without assigning any reason(s) whatsoever.
- v. The owner of the firm / a senior representative authorized by them must visit the Institute every week to inspect the services.

2. Interpretation

2.1. This Tender document and all terms and conditions mentioned herein will form a part of the agreement of the contract for the services of above-mentioned work.

3. Governing Law

3.1. The Contract/ Purchase Order shall be governed by and interpreted in accordance with the Laws of Bhutan.

4. Communication

4.1. Communications between parties, which are referred to in the conditions are effective only when in writing as well as verbally.



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5. Service Provider Responsibilities

5.1. The Service Provider shall provide all the Services in accordance with Section IV Terms of Reference/ Special Condition of Contract.

6. Purchaser's Responsibilities

6.1. The Purchaser shall provide all the Services in accordance with this document.

7. Risks

7.1. **Risks for Employer:** any operation of the forces of nature like floods, tornadoes, earthquakes landslides and lightening etc. or the hand of god (in so far as it occurs on the Site), which an experienced contractor:

- i. could not have reasonably foreseen, or
- ii. could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
- iii. In such cases, damage is caused, the employer has full right to get the item repaired through outside party or through the contractor.

7.2. **Risk for Contractor:** All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks above are the responsibility of the Contractor.

8. Dispute Resolution

8.1. **Amicable Settlement:** In case of any dispute of any kind whatsoever arises between Employer and the service provider in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.

8.2. However, any dispute which cannot be amicably settled between the parties, shall be referred to adjudication /arbitration in accordance with the laws of Bhutan.

9. Extension of the Intended Completion of Date

9.1. The duration of this Contract shall be as mentioned in the Section-I with effect from the commencement of the contract. However, it may be extended for subsequent years based on performance of the Agency as decided by the Institute. The successful bidder shall be expected to provide the services during the specified contract period on Annual Contract Basis as described in the contract document.

C. QUALITY CONTROL

10. Quality of Work

10.1. The Service Provider shall guarantee for the quality of work. The quality of workmanship shall be of highest standard and to the full satisfaction to the Purchaser.



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10.2. The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices.

11. Inspection and Tests

11.1. Purchaser may depute its employee at Service Provider's work to inspect the ongoing works. During the delivery of services, if it is found that the requirements and the deliverables of the contract, in terms of performance and time, is not delivered as per the TOR/Special Condition of Contract, the Purchaser terminate the contract subsequent to clause GCC 20: Termination.

D. COST CONTROL

12. Contract Price

12.1. The Contract Price shall be as specified in the Contract/Work Order subject to any additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.

13. Certificate for Payment

13.1. The Contractor shall submit to the Employer, or his nominee quarterly Bill of the services completed.

14. Payment

14.1. Payments shall be made promptly by the Purchaser, but no later than thirty (30) days after the receipt of invoices and documents, provided that the documents are compliant with all the requirements of the Purchaser.

14.2. The currencies in which payments shall be made to the Service Provider under this Contract shall be those in which the Contract Price is expressed.

15. Tax Deduction

15.1. At the time of release of payment, two (2%) percent TDS on service portion shall be deducted from the Service Providers having Bhutanese trade license, from the gross amount of bills except from the manufacturers and authorized dealers. The Purchaser shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.

16. Retention Money Deduction *partner for growth and security®*

16.1. The Employer shall not deduct retention from running bills/ any bills on any account from the contractor under this contract.

17. Final Account

17.1. The Contractor shall apply to the Employer or his nominee a detailed account of the total amount that the Contractor considers payable under the Contract. The Employer or his nominee shall issue a no dues Certificate and certify any final payment that is due to the Contractor within 7 days of receiving the Contractor's account, if it is correct and complete. If it is not, the Employer or his nominee shall issue within 7 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the



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Employer or his nominee shall decide on the amount payable to the Contractor and issue a payment certificate, within 15 days of receiving the contractor's revised account.

18. Performance Security

- 18.1. The Performance Security shall be valid until the successful completion of the obligations under the Contract, including warranty obligations, if any.
- 18.2. The Performance Security shall be discharged by the Purchaser and returned to the Service Provider not later than thirty (30) days following the date of completion of the Consultant's performance obligations under the Contract, including any warranty obligations.

19. Liquidated Damage

- 19.1. If any delay in execution of the works is attributable to the acts or omissions and commissions of Contractor, Institute shall be entitled to recover liquidated damages at the rate of 0.05% of the total fees per day of delay limited to maximum of 10% of the total actual fees payable.

20. Termination

20.1. Termination for Default:

- 20.1.1. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate the Contract in whole or in part:
- a) If the Service Provider fails to deliver any or all of the Services in accordance to the Contract, within the stipulated delivery schedule or extension thereof granted by the purchaser; or
 - b) if the Service Provider fails to perform any other obligation under the Contract; or
 - c) if the Service Provider, in the opinion of the Purchaser has engaged in fraud and corruption, in competing for or in executing the Contract, the Purchaser shall be the final authority to decide whether the Service Provider has engaged in any Fraud and Corruption as mentioned above and such decision shall be final and binding on the Service Provider; or
 - d) If the Service Provider becomes bankrupt or goes into liquidation or makes general assignment for the benefit of the creditors or any receiver is appointed for the property owned by the vendor.
- 20.1.2. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to Purchaser for any additional costs incurred by Purchaser in procurement of such undelivered Services. Wherever the Contract is terminated in part, the Service Provider shall continue performance of the Contract to the extent not terminated.

20.2. Termination by Service Provider



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- 20.2.1. The Purchaser commits a substantial breach of the Contract; the Service Provider may give a notice to Purchaser that specifies the breach and requires Purchaser to remedy the same. If Purchaser fails to remedy the breach or take steps to remedy the breach within thirty (30) days after receipt of the Service Provider's notice, or,
- 20.2.2. If the Service Provider is unable to carry out any of its obligations under the Contract for any reason attributable to the Purchaser, including but not limited to Purchaser's failure to obtain any governmental permit necessary for the Delivery of Services, which Purchaser is required to obtain as per provision of the Contract or as per relevant applicable laws, the Service Provider may give a notice to Purchaser to carry out such obligation under the Contract and if Purchaser fails to comply within thirty (30) days after receipt of the Service Provider's notice, then the Service Provider may, referring to this sub-clause, forthwith terminate the Contract.
- 20.2.3. In the event of termination, all payments due to the Service Provider for the Services already delivered, shall be settled by Purchaser with no further liability on any account whatsoever.

20.3. Termination by Force Majeure

- 20.3.1. Service Provider shall not be considered in default if delay in delivery occurs due to Force Majeure.
- 20.3.2. Only those causes which have duration of more than 7 days shall be considered causes of Force Majeure. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of Force Majeure or at the option of the Purchaser, the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Purchaser. In the event of such cancellation, the Service Provider shall refund any amount advanced or paid to the Service Provider by the Purchaser and deliver back any materials issued to him by the Service Provider and release facilities, if any provided by the Purchaser.

21. Payment Upon Termination

- 21.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer or his nominee shall issue a certificate for the value of the services done, less Liquidated damages / penalty up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable laws and less the percentage to apply to the services not completed as indicated in the Contract Document. 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.

22. Performance of Services in accordance to Specification

- 22.1. The Contractor shall perform the Services in accordance with the Specifications and the Schedule of Requirement, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management professional techniques and practices, and employ appropriate advanced technology



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and safe methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests.

23. Site Regulations and Safety

- 23.1. The Contractor shall assume full responsibility and comply with all applicable safety regulations for the adequacy and safety of site operations and methods of construction, and he shall adopt measures to prevent injuries to persons or damage to properties or utilities. He shall hold the Employer harmless from any liability for loss or damage resulting from his failures to take the necessary precautions. He shall avoid undue interference with private business, public travel, or with the work of other contractors. He shall take steps to protect the environment and to minimize noise, pollution or other undesirable effects resulting from his method of operation.
- 23.2. The Contractor shall, throughout the execution and completion of the works and the remedying of any defects therein:
- a. The Contractor shall be responsible for the safety of all activities on the Site.
 - b. Provide necessary Personnel Protective Equipment's (PPE) to all the site staff and Compact have full regard for the safety of all persons under his control and RICB shall not held any responsible for failure to put on required safety practice.
 - c. Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer/ Supervisor or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public and in view of general safety.
 - d. Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to the property of the public or others resulting from pollution, noise or other causes arising as a consequence of his method of operation.

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SECTION 3: TERMS OF REFERENCE/SPECIAL CONDITIONS OF CONTRACT

A. SCOPE OF SERVICES

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 'employer') wishes to receive bids for **AMC of Diesel Generator set, Air Conditioners and Un-interrupted Power Supply along with their associated system** of Corporate Office, Thimphu, Phunstholing Main Branch, Gelephu Branch Office and Khuruthang Branch Office during the Guarantee Period as per the Bid documents.
2. The maintenance includes preventive maintenance/ regular services of the Diesel Generator, Air conditioners and Un-interrupted Power Supply systems along with their associated systems for keeping the DG set, AC and UPS system in perfect working order and condition at all the times during the period of the AMC. Also, for any unscheduled call for corrective and maintenance services, appropriate steps to be taken in time to set right the full functioning of diesel generators.
3. The Agency shall be entirely responsible for providing efficient and reliable maintenance services. The agency shall perform the services as per the terms and conditions contained in this tender document and shall deploy only trained and qualified professional in the form and manner described in this tender document.
4. The Agency shall be entirely responsible to ensure that only persons authorized by the Institute are allowed to operate/repair/maintain the equipment at the premises and that no such equipment, machinery or any part thereof any property is removed out of the premises except with written permission of the employer.
5. Both the agency providing services and the employer should maintain proper monthly maintenance or service records signed by the focal person from both the parties. These records should encompass individual inspections and checks for all items listed in the detailed scope of work mentioned in the document. It is crucial to have these records to ensure that regular inspections and maintenance are conducted for all specified tasks. Both parties can refer to these records for verification and to track the fulfilment of the agreed-upon scope of work.
6. The agency should maintain detailed call slips etc. to document repair works undertaken and get them signed by the focal person of Royal Insurance Corporation of Bhutan Limited. A health card shall be maintained for all equipment covered under AMC. The agency shall record therein each incident of equipment malfunction, date/ time of commencement of downtime and successful completion of the repair/maintenance work, nature of repair work performed on the equipment together with a description of the malfunction and the cause thereof. Details of preventive



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- maintenance activity shall also be recorded.
7. The agency shall provide comprehensive maintenance services which shall cover both preventive as well as corrective maintenance for all assets covered under AMC along with their associated systems.
 8. The quantities specified are only indicative and for the purpose of estimate only. The Institute shall be at liberty to vary (delete/reduce/decrease) the quantum of any item.
 9. In case of any spares that need to be replaced in any equipment under AMC, if not repairable, the original and genuine spares should be used and configure the equipment and the details should be maintained in records. It should be noted that the parts to be replaced shall all be under the expense of the contractor.
 10. Service engineers shall visit the site as per maintenance schedule. Agency to provide breakdown and corrective maintenance services, as and when required. Service engineer will carry out scheduled preventative maintenance checks on DG Set, AC and UPS systems at least four times in a year and as per the standard check list.
 11. Service Engineer during the visit will report on the performance or any other abnormality and inform parts requirement, shall also submit the report on work done and recommendations as well as spare parts offers to the concerned authority for procurement.
 12. Attend emergency calls on priority (should attend the problem within 2 hours). However, if the engineer is required for any particular date and time, it would be the responsibility of the employer to notify the contractor in advance.
 13. To pre-notify customer on engine or equipment repairs and overhaul requirement based on engine performance parameters.
 14. Service Contract will automatically cease to exist in the event of change of ownership or location of the above- mentioned engine/UPS from said location.
 15. The agency should replace faulty components as and when required at no extra cost.
 16. The agency should replace/refill engine oil, coolant oil, etc as and when required at no extra cost.
 17. The annual maintenance of the DG Set, AC and UPS systems shall be carried out entirely as per the standards or prescribed guidelines of Original Equipment Manufacturer/ Authorized Service Dealer



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(i.e. Cummins / Kirloskar/Eaton/Blue star/Panasonic).

18. The service engineer of the agency shall visit the site for attending the DG set, AC and UPS system not less than twelve times during the contract period (minimum once in a month) and shall inspect the DG set, AC and UPS system thoroughly.
19. In case of any breakdown/Fault, the agency shall immediately attend the site maximum within 2 hours of the call.
20. During every monthly visit, the Service Engineer shall carryout the checks as recommended by manufacturer standards, standard checklist or as per directions of Engineer-In-Charge and submit the detailed Inspection Report of the repair or installation. During the visit the Service Engineer has to check and ensure the smooth functioning of the equipment covered in the AMC. The check report shall also be submitted on every breakdown calls.
21. During the schedule inspection, if any fault/malfunctioning of any part is noticed, the same should be brought in the knowledge of the Engineer-in-Charge, so that timely action can be taken for its rectification.
22. Proper maintenance records shall have to be maintained by the Agency. Failures and corrective action, suggestions / recommendations to improve the performance of the equipment and all respective installations under maintenance should be recorded and implemented by the Service Engineer during his every visit at site.
23. No cartage or transportation shall be payable by the employer on account of visits or any consumables and tools etc. at site.
24. All the required consumable materials like cotton waste and petroleum jelly etc. for cleaning of various installations shall be in the scope of contractor for which nothing extra shall be paid.
25. The contractor shall be fully responsible for rectifying the defect, which may happen during the use up to Twelve months from the date of signing the contract. The decision of Engineer-in-Charge in this regard shall be final & binding. In case the contractor fails to carry out the said repairs, rectifications, replacement within the specified time, the employer shall get the repairs / rectifications / replacement as considered necessary at the cost of the contractor by recovering the cost from the performance guarantee/security deposit. In case additional expenditure is incurred by the employer on this account, the same shall be borne by the contractor.
26. All the workers and Engineers of the Agency visiting the site for repair and maintenance of DG Sets



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shall be in proper uniform. All the safety measures like rubber gloves, safety shoes, helmet etc. shall be taken care by the agency while working on DG Sets.

27. The contractor shall take all precaution for safety of the workmen. If any accident/mishap occurs, the department shall not be responsible for the same. Consequently, any compensation payable shall be at the contractor cost.
28. If the work is carried out in more than one shifts or during night to meet the time period of completion or in accordance with availability of working area, nothing extra shall be paid on this account. The contractor has to work in accordance with programme, time schedule as directed by Engineer-in-Charge.
29. The Agency shall indemnify and hold RICBL harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works or services provided under this contract.

B. ELIGIBILITY CRITERIA

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

C. MAINTENANCE SCHEDULE

i. Detailed Scope of Work:

The following are the type of maintenance services which shall be provided for the DG sets by the Agency.

1	General checkup & preventive maintenance and to fill up preventive checkup schedule for each machine.
a)	Check lube oil level and conditioning of lube oil, top up/refill if required.
b)	The oil filters shall be replaced whenever oil is changed.
c)	The air filters shall be cleaned periodically with compressed air, check batteries and top up the distilled water if required.



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	d)	Check functioning of changing alternator.
	e)	Engine safety viz. highwater temperature gauge, oil pressure gauge, oil temperature gauge and highspeed gauge shall be checked for their functions and repaired/replaced if required.
	f)	Coolant level and conditioning of coolant shall be checked and refilled if required.
	g)	The governor shall be checked and tuned for proper functioning
	h)	Check for leaks if any and shall be rectified
	i)	Check reports shall be submitted every month/every breakdown calls.
	J)	Check fan and alternator drive belts and tightened if required.
2		Maintenance of Engine Panel / PCC, Alternator will be covered in AMC.
3		The AMC includes replacement of minor parts like Hoses, all type of filters, all type of oils, all types of coolant, Seal, O ring, gasket rocker lever covers etc. consumables as and when required.
4		Train the customer's representative on Operation and maintenance of DG Set.
5		To intimate customer on engine repairs and overhaul requirement based on engine performance parameters.
6		Replacement of all filters, refilling of engine oils, checking tightness of all nuts and bolts, correction of engine alternator alignment and replacement of rubber insert/block if broken to be carried out.
7		Checking and servicing of engine for smooth running, its unusual sound and color of smoke and exhaust and set it right in case of deviations.
8		Checking, repairing and attending leakage of fuel, lubricating oil and coolant. Top up/refill of the same whenever required.
9		Cleaning and changing of Air filters as per requirement.
10		Setting of Valves tappets whenever required.
11		Checking and repairing of accessories drive, Turbo Charger and crankshaft end play whenever required.
12		Checking of alignment and alignment of Engine and Alternator as per requirement.
13		Checking of throttle control and its setting.
14		Checking of instrument of instrument panel including replacement as and when required.
15		Checking of rotating diodes/rectifier assembly in brushless alternator including replacement as and when required.
16		Checking of all electrical connections/wiring for their proper tightness, including charging alternators, battery clamps and repairing/replacement as and when required.
17		Repair and Maintenance of Replays including contractors in control panel.
18		Checking of Battery specific gravity every month and the acid level once in three months and top and with distilled water if required. (Applicable for lead acid Battery only). Output voltage check and condition check to be carried out in SMF type battery. Also includes De-Sulphating & greasing of battery.
19		Checking charging alternator output voltage with respect to specifications. Diagnosis of faults in engine and Alternator and its rectification.



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20	The firm shall arrange genuine spares of diesel engine, alternator and AMF panel as and when required.
21	The engine shall be run on load or at available load and should be checked for any leakage and abnormal noise. If any such abnormality shall be diagnosed and remedial action shall be taken.
22	Providing a spare AVR's, self-starter and accessories, free of charge if the repair/ replacement are expected to be taken in more than 3 days.
23	Supply and replacement of following parts such as (i) Fuel filter (ii) lubricating oil filter (iii) by pass filter (iv) coolant (v) Air-filters as and when required
24	Major repairs like top/ major overhauling/ PT pump & injection calibration/ replacement of major parts/ rewinding of alternator/ alternator bearing greasing, repair of heat exchanger, repairs & rewinding of various pump-motor sets & axel flow fans, or cost of component/spare parts of DG set which requires replacement.

ii. **Detailed Scope of Work:**

The following are the type of maintenance services which shall be provided for the UPS systems by the agency.

Monthly maintenance	
1	Conduct a visual inspection of the UPS, making sure the overall environment is clean and free of dust and debris
2	Examine and evaluate the UPS room ventilation system to confirm it is operational
3	Test batteries for adequate electrolytes and any indication of leakage
4	If a battery monitoring system is in place, review the results
5	Measure the ambient temperature of batteries
6	Measure the battery float charging current
7	If a generator is part of the building's emergency-power system and feeds the UPS, test it
Quarterly maintenance	
8	Look for loose wires, burned insulation or additional signs of damage
9	Measure the voltage of each cell or battery block
10	Measure the ambient temperature and negative-post temperature of at least 10 percent of the cells or battery blocks (if possible, check all cells)
Semi-annually maintenance	
11	Inspect and repair battery connections as loose connections can cause heat buildup in battery terminals — reducing the system's capacity, altering the battery's life span and creating a chance for a fire hazard
12	Clean and vacuum UPS equipment enclosures
13	Test the UPS's overall operation
Annually maintenance	
14	Power down the system and inspect each of its parts for indications of corrosion or heat damage



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15	Use thermal scan technology on electrical connections using a diagnostic tool that identifies hot spots the human eye cannot detect.
16	Conduct a load-test to determine the capacity of the battery bank, which may require separating the UPS from its power supply and connecting the UPS batteries to a load to determine its power capabilities
17	Clear dirt, dust and other particles from the system components
18	Measure and check the torque of all connections, re-torquing any power connections as needed
19	Run a complete operational test, including a monitored battery-rundown to calculate if the battery is near the end of its life, an AC ripple current and interconnecting cable resistance testing
	For flooded-cell batteries
20	Examine terminals for wear and buildup of dirt
21	Measure and record the voltage and current of the entire bank
22	Measure and record the voltage for each individual cell and test electrolytes
23	Record and log measurements to track battery performance

iii. **Detailed Scope of Work:**

The following are the type of maintenance services which shall be provided for the AC systems by the agency.

Sl. No	Work Description
A	Compressor
1	Check for any undue noise and vibration
2	Anti-vibration mounting to be checked
3	Check Compressor current (Amperes)
4	Compressor body to be cleaned
B	Condenser Fan And Motor
1	Condenser coil to be washed with approved chemical as and when need
2	Condenser fan blades to be dismantled, checked as and when needed
3	Condenser fan motor to be checked
C	Control and Safety Devices
1	H.P & L.P switch to be checked where applicable
2	Thermostat to be checked
D	Control panel & Isolator Switch
1	All contactors to be checked or replaced as and when required
2	Delay timer to be checked where applicable and missing to be provided as and when required
3	Start and running capacitor to be checked if applicable
4	Check and tighten all electrical terminal
5	Control panel to be cleaned
6	Check operation of isolators and to be shaded
E	Evaporator Fan and Motor



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1	Fan motor bearing to be lubricated with approved bearing greased or replaced
2	Check for any undue noise and vibration
3	Fan motor speed to be checked
F	Cooling Coil and Drain System
1	Cooling coil to be cleaned
2	Clean/replace the air filter as and when required
3	Condensate drain line to be checked
G	General
1	Gas pipe insulation to be checked, damaged to be changed.
2	Damaged & missing bracket to be replaced
3	Gas pipe insulation to be wrapped with canvas and to be covered with two coats of weather proof paint
4	Damaged & missing bracket to be replaced
5	Thermostat to be checked

D. PAYMENT TERMS

30. **Quarterly payments** will be made based on the bills submitted by the Contractor and certified by the concerned Real Estate Engineer 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 Real Estate Engineer 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.

E. COMMENCEMENT & COMPLETION OF SERVICE

31. The Agency will start service from the date as per award of the contract. The initial service contract shall be for a period of one year which may be extended for another one year based on performance of the Agency during this period which shall be decided by the Employer and at the full discretion of Chief Executive Officer, Royal Insurance Corporation of Bhutan Limited.

F. PENALTY

32. The contractor shall take immediate action to attend any complaint assigned to him through site order book / verbal instruction or on telephones from employer. In all cases the complaints shall be attended in the specified duration as mentioned below: -
- i. No delay in complaint of emergent nature such as breakdown /disruption, to be attended within 02 hours.
 - ii. Minor complaints will be attended within 6 hours.
 - iii. Major complaints will be attended within 24 Hours or as decided by User/Client.
 - iv. 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 Employer in this regard shall be final & binding.



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33. It is expected that the contractor will use genuine/original spare parts, If the employer 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 employer including the termination of contract if necessary.
34. The employer 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.



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SECTION 4: SCHEDULE OF REQUIREMENT

A. SCHEDULE OF REQUIREMENT

The details of equipment for which maintenance services is required are given below.

Sl. No.	Equipment	Model No.	Rating	Quantity
Corporate Office, Thimphu				
1	UPS	UPS 93E, 100kVA, MBS, (EATON made) OT01	100 kVA	1 No.
2	UPS	UPS 93E GL, 15 kVA, OT01 (EATON made)	15 kVA	1 No.
5	DG set	KG1-100WS1 (JACKSON & COMPANY made)	100 kVA	1 No.
6	Split AC	HW18CBYFA-12 (BLUE STAR made)	220-240V, 50 Hz, 1 Phase	4 Nos.
7	Semi concealed (cassette) split AC	U-48PWY1H89 (PANASONIC made)	3 Phase, 380 V 3N, 50 Hz, 6600 W	2 Nos.
Main Branch, Phuntsholing				
1	DG set	Ups 93E GL, 30 kVA, OT01(JAKSON & COMPANY/KOEL made)	30 kVA	1 No.



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2	UPS	KG1-62.5WS2 (EATON made)	62.5 kVA	1 No.
3	Split AC	2HW18RAI (BLUE STAR made)	230V, 50 Hz, 1 phase, RA10A	24 Nos
4	Split AC/RAC	IC32DNU (BLUE STAR made)	230V, 50 Hz, 1 phase, R32	20 Nos
Gelephu Branch Office				
1	Split AC	EHW24CHYFA, outdoor unit IP24 (BLUE STAR made)	220-240V, 50 Hz, 1 Phase,R410A	2 Nos.
2	Split AC	GLS24I3FWSEV(LLOYD made)	230V, 50 Hz, 1 phase, R32(Non ODS)	2 Nos.
Khuruthang Branch Office				
1	Split AC	BI-3HW18HAFX, outdoor unit model no.(BO-3HW18HAFX) (BLUE STAR made)	230V, 50 Hz, 1 phase, RA10A	3 Nos.
2	Split AC	EHW24CHYFA, outdoor unit IP24 (BLUE STAR made)	230V, 50 Hz, 1 phase, RA10A	1 No.



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SECTION 5: BILL OF QUANTITY

Comprehensive Maintenance Contract for all kinds of Routine, Preventive & Corrective (Break down) Maintenance of UPS system, DG set and AC at Corporate office Thimphu, Phuntsholing Main Branch, Khuruthang BO and Gelephu BO, inclusive of all materials, labour, spares, testing instrument, transportation of materials and parts, repairment and replacement of parts etc.						
Sl. No.	Equipment	Model No.	Rating	Quantity	Quarterly Rate (Nu.) per item	
					Figure	Words
Corporate Office, Thimphu						
1	UPS	UPS 93E, 100kVA, MBS, (EATON made) OT01	100 kVA	1 No.		
2	UPS	UPS 93E GL, 15 kVA, OT01 (EATON made)	15 kVA	1 No.		
5	DG set	KG1-100WS1 (JACKSON & COMPANY made)	100 kVA	1 No.		
6	Split AC	HW18CBYFA-12 (BLUE STAR made)	220-240V, 50 Hz, 1 Phase	4 Nos.		
7	Semi concealed (cassette) split AC	U-48PWY1H89 (PANASONIC made)	3 Phase, 380 V 3N, 50 Hz, 6600 W	2 Nos.		
Main Branch, Phuntsholing						
1	DG set	Ups 93E GL, 30 kVA, OT01(JAKSON & COMPANY/KOEL made)	30 kVA	1 No.		



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2	UPS	KG1-62.5WS2 (EATON made)	62.5 kVA	1 No.		
3	Split AC	2HW18RAI (BLUE STAR made)	230V, 50 Hz, 1 phase, RA10A	24 Nos		
4	Split AC/RAC	IC32DNU (BLUE STAR made)	230V, 50 Hz, 1 phase, R32	20 Nos		
Gelephu Branch Office						
1	Split AC	EHW24CHYFA, outdoor unit IP24 (BLUE STAR made)	220- 240V, 50 Hz, 1 Phase,R4 10A	2 Nos.		
2	Split AC	GLS24I3FWSEV(L LOYD made)	230V, 50 Hz, 1 phase, R32(Non ODS)	2 Nos.		
Khuruthang Branch Office						
1	Split AC	BI-3HW18HAFX, outdoor unit model no.(BO- 3HW18HAFX) (BLUE STAR made)	230V, 50 Hz, 1 phase, RA10A	3 Nos.		
2	Split AC	EHW24CHYFA, outdoor unit IP24 (BLUE STAR made)	230V, 50 Hz, 1 phase, RA10A	1 No.		
Total amount (Nu.):						

Total amount for AMC (Nu.):

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Declaration: I/We do hereby accept all the terms and conditions laid down in the tender document for the above said work/ supply. I/ We also agree to the condition that the right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reasons thereto is reserved by the competent authority of the institute without any obligation or liability whatsoever.

Signature of the Bidder with date and seal



Seal and Signature of Contractor

SECTION 6: BID FORMS

Form 1: Bid Submission Form

Form 2: Bid Securing Declaration

Form 3: Integrity Pact Statement

Form 4: Undertaking Form

Form 5: Contract Agreement

Form 6: Bidding Document Fee Deposit slip



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FORM 1: 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,
The Chairman
Tender Committee
Royal Insurance Corporation of Bhutan Limited
Thimphu

We, the undersigned, declare that:

- a) We offer to execute the
.....
.....(Name and title of the work/contract) in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of (Amount in figure),
.....
.....(Amount in words)
.....(Name of Currency).
- b) 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.
- c) We hereby confirm that this Bid complies with the Bid validity and Bid Securing Declaration required by the bidding documents and specified in the Bidding Data Sheet.
- d) Our duly integrity Pact Statement is attachment herewith.

Authorized Signature:

**AFFIX
LEGAL
STAMP**

Name and title of Signatory:

Name of Bidder:

Address:



Seal and Signature of Contractor

FORM 2: BID SECURING DECLARATION

Date:

To,
The Chairman
Tender Committee
Royal Insurance Corporation of Bhutan Limited
Thimphu

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Bidding Data Sheet within 14 days of your instruction and failure to do so will automatically exclude us from being eligible for Bidding or submitting Bid in any contract with the Employer for the period of two years if we are in breach of our obligation(s) under the Bid conditions, because we:

- a. have withdrawn our Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- b. having not accepted the correction of errors in accordance with the Instructions to Bidders ITB 14; or
- c. Having been notified of the acceptance of our Bid by the Employer during the period of Bid validity, (i) fail or refuse to furnish the performance security in accordance with the ITB, or (ii) fail or refuse to execute the Contract in accordance with the ITB 18.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty (30) days after the expiration of our Bid.

Signed:

In the capacity of

Name

Duly authorized to sign the Bid for on behalf of

Dated on Day of

AFFIX
LEGAL
STAMP



Seal and Signature of Contractor

FORM 3: INTEGRITY PACT STATEMENT

1. General:

Whereas Mr. _____ representing the Royal Insurance Corporation of Bhutan, hereinafter referred to as the “Employer” 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 Employer 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 Employer 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 Employer:

The Employer Commits itself to the following: -

- 4.1. The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.
- 4.2. The Employer 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.
- 4.3. Officials of the Employer, 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.



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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 Employer 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 Employer, 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.
- 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.



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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)

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EMPLOYER

CID Number:

BIDDER/REPRESENTATIVE

CID Number:

WETNESS

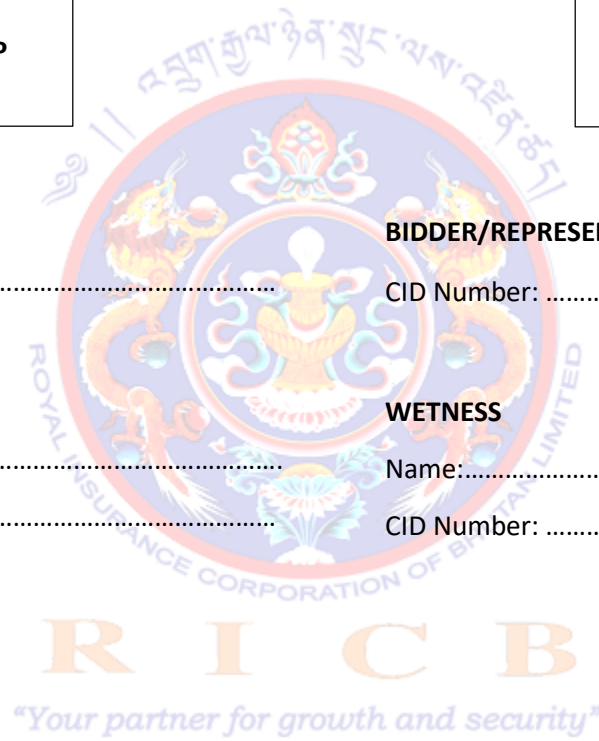
Name:.....

CID Number:

WETNESS

Name:.....

CID Number:



Seal and Signature of Contractor

FORM 4: UNDERTAKING FORM

I, (Name of Firm) hereby undertake to supply the items of
to the Royal Insurance Corporation of Bhutan Limited, Corporate Office, Thimphu, as per the specification provided by RICB, Thimphu.

I hereby would like to certify and reconfirm, that I have understood all terms & conditions for supply of the above item.

I would like to certify, reconfirm and validate, that the item shall be supplied to the RICB under the trade license approved by the Royal Government of Bhutan

I reconfirm that the validity of above-mentioned trade license is till _____

I would like to certify and reconfirm that all relevant taxes have been cleared and a copy of the Tax clearance Certificate is attached (Verified Copy)

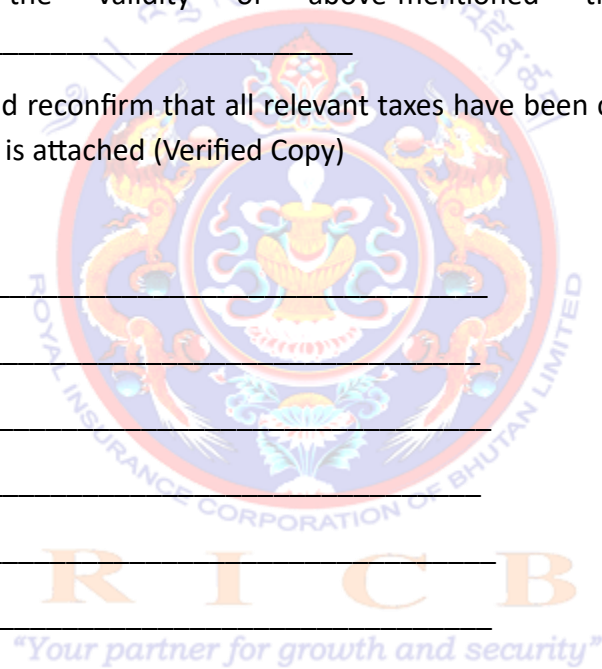
Signature of Supplier : _____

Name: _____

Address: _____

Telephone No : _____

Email Address : _____



Seal and Signature of Contractor

FORM 5: CONTRACT AGREEMENT

THIS AGREEMENT is made on between the **Royal Insurance Corporation of Bhutan Limited**, (hereinafter called “the Employer”) on one part and (License NO.....) (hereinafter called “the Contractor”) on the other part.

WHEREAS, the Employer has given the work “**AMC of Diesel Generator set, Air Conditioners and Un-interrupted power supply along with their associated system**”, and the contractor has accepted for the execution of the maintenance work at **Nu.....** (Ngultrums) hereafter called “the contract price”.

Now, therefore the parties agree as follows:

1. In this contract, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The following document shall form an integral part of this contract agreement and 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 condition of the contract (SCC)/Terms of Reference (ToR);
 - (e) The general condition of the 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 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 the defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.



Seal and Signature of Contractor

IN WITNESS whereof the parties have caused this Agreement to be executed in accordance with the Law of Bhutan on

For Employer

For Contractor

Sign over
legal stamp

Sign over
legal stamp

(Authorized Signature)

(Authorized Signature)

Name:

Name:

Designation:

CID NO:

Contact No.:

Witness:

Witness:

Name:

Name:

Designation:

CID NO:

Contact No.:

Contact No.:



Seal and Signature of Contractor

FORM 6: BIDDING DOCUMENT FEE DEPOSIT SLIP

Bid Document Fees Deposit Slip

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

Name of Bidder:

Tender for:

.....

.....

.....

Amount in figure: **500/-**

Amount in words: **Ngultrums five hundred Only.**

Deposited by:

Seal & Sign

R I C B

Your partner for growth and security



Seal and Signature of Contractor

