

# REMOVAL OF RIVER TRAINING WORKS AT AMOCHU

## (Five Months Contract Period)

### TERMS OF REFERENCE (ToR)

#### 1. Eligibility

- 1.1 Bhutanese Nationals having valid Trade and Construction License shall be eligible to participate in the auction for Removal of River Training Works at Amochu.
- 1.2 Participation by the following shall be rejected.
  - a) civil servants.
  - b) person who has been blacklisted in the past for any offence in course of operating Trade / Construction license within Bhutan.
  - c) person who have the record of tax/charges outstanding with Thromde and with other Government Agencies.
2. Auction Committee shall comprise of representative from all stake holder: DoR, CDCL, NRDCL as an observer and Division Heads and Head of Agency, Phuntsholing Thromde as members.
3. Base Price for Removal of RT works shall be as determined by Thromde Auction Committee.
4. ***Earnest money of Nu. 500,000.00 (Ngultrum five hundred thousand)*** only should be deposited in the Thromde Accounts Section to obtain token for participation (Refundable). A fixed sum of ***Nu.1000.00 (non-refundable) shall be deposited as entry fee for the auction.***
5. Contract shall be awarded to the highest bidder and in case the highest bidder surrender the bid value during the auction his/her earnest money will be forfeited by the auction committee. In such case contract shall be offered to second highest bidder.
6. The highest bidder whose bid has been accepted by the auction committee shall be required to deposit first installment 10% of total bid amount within 15 days, second installment 30% of bid amount after 3 months and final 60% of bid amount after completion of work.
7. If the successful bidder fails to deposit first installment, security deposited shall be forfeited and award the work to second highest bidder.
9. Mode of payments shall be accepted only in the form of cash or cheque. (*Except Performance Security*)
10. Once the site is handed over to the successful bidder, it shall be the responsibilities of the bidder to deploy required man power and machineries to complete work on time.

11. The Bidder is responsible towards the payment of all the utility bills during the contract period. (Electricity, water etc.)
12. Thromde shall not consider any holidays or unforeseen events that might disrupt during execution for exemptions/ deduction from the payment of installment during the entire contract period.
13. Contract period for Removal of River Training Works shall be maximum 5 months.
14. Export of boulders and gravels shall not be allowed.
15. TOR clause is subject to change or add if needed.
16. Auction Committee reserves the right to accept or reject any bid and the decision of the committee shall be final and binding.
17. Any person aggrieved by the auction committee may submit his or her appeal to the Court of Law.
18. Both the parties, \_\_\_\_\_ as Client and \_\_\_\_\_ as Contractor have agreed above clauses and formed as part of Contract Agreement and hereby offer to pay Nu. \_\_\_\_\_ (Ngultrum: \_\_\_\_\_) only.

Signed with the seal and legal Stamp

Signed with the seal and legal Stamp

**For Employer (Phuentsholing Thromde)**

**For Contractor**

**Witness to Employer**

**Witness to Contractor**

Name:

Name

Address:

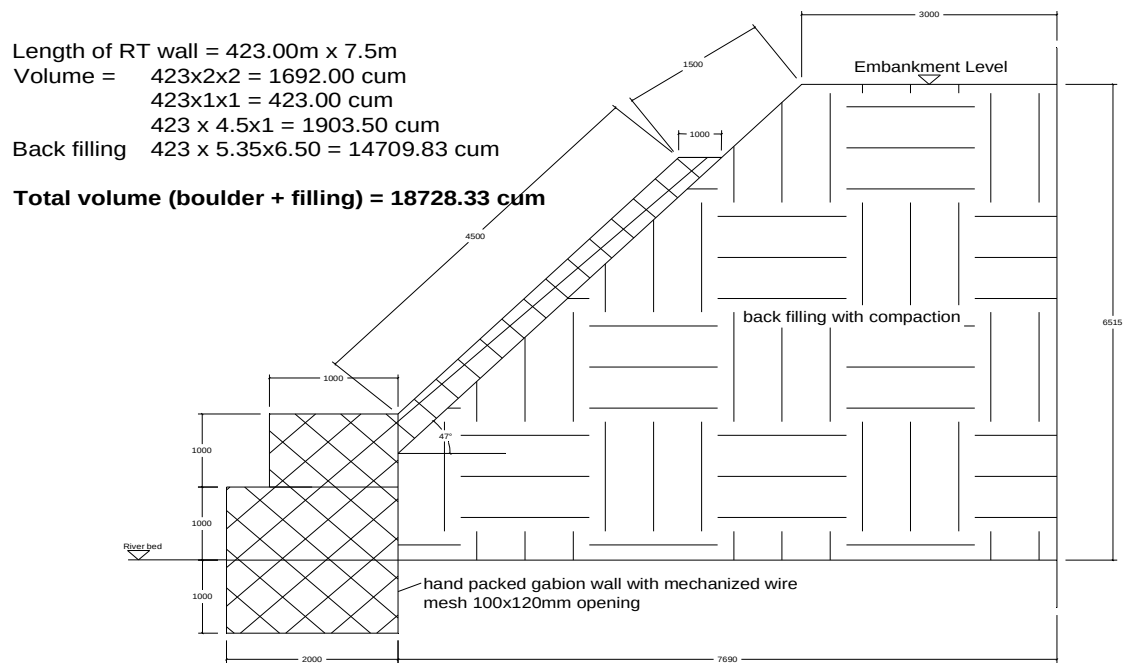
Address:

Signature:

Signature:



River Training Works at Amochu



River Training Works at Amochu \_ Gabion wall / Back Filling

**Note : Integrity Pact is in PDF file.**

