

# **BHUTAN POWER CORPORATION LIMITED**

*(An ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 Certified Company)*

*(Registered Office, Thimphu)*

**DISTRIBUTION & CUSTOMER SERVICES DEPARTMENT**

**ELECTRICITY SERVICES DIVISION**

**PARO: BHUTAN**



**Tender No. 14/BPC/DCSD/ESD/PARO/2021/52**

**Dated 15<sup>th</sup> February 2021**

**BIDDING DOCUMENT**

**FOR LABOUR CONTRACT OF**

**Right of Way (RoW) Clearing of Distribution Lines, Painting  
of Poles & Casting of Poles under BPC Paro & Haa**

**February 2021**



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# INTEGRITY PACT



## INTEGRITY PACT

### 1 General:

Whereas,

representing the Bhutan Power Corporation Limited, Royal Government of Bhutan, hereinafter referred to as the “Employer” on one part, and \_\_\_\_\_ (Name of bidder or his/her authorized representative, with power of attorney) representing M/s. \_\_\_\_\_ (Name of Firm) as the other part hereby execute this agreement as follows:

This agreement should be a part of the tender 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 “Small” 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**<sup>1</sup> and **contract administration**<sup>2</sup>, 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, 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 official 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

<sup>1</sup> Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation.

<sup>2</sup> Contract Administration, for the purpose of this IP, shall mean contract award, contract implementation, un-authorized sub-contracting and contract handing/taking over.





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 has not favored 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.
- 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 :-

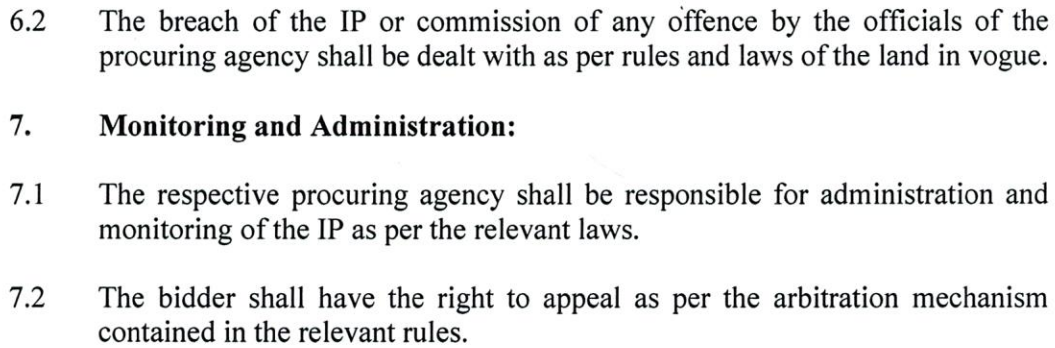
- 5.1 The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process 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, mis-representation, 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









## SECTION I INVITATION FOR BIDS

Date: February 15, 2021

Tender No.: 14/BPC/DCSD/ESD/PARO/2021/52

1. BPC invites sealed bids from the below mentioned Class categories of Bhutanese National with W4 (Power and Telecommunications) valid License and registered with the Construction Development Board for construction of electricity distribution infrastructure works under the following packages.

### A: Right of Way (RoW) clearing of distribution lines, Painting & Casting of Poles under BPC Paro & Haa.

Sl no	Dzongkhag	Estimated amount (Nu) in million	Bid Security (Nu)	Contract Class	Time for completion (Duration)
1	Paro & Haa	3.764	75288.00	Small	6 months

2. Interested eligible Bhutanese National Contractors may obtain further information on the bid form and inspect the bidding documents at the office of:

**Senior Divisional Manager**  
**Electricity Services Division**  
**Bhutan Power Corporation Limited**  
**Paro: Bhutan**  
**Telephone No. : +975-8-271200**  
**Mail id. : esdparo@bpc.bt**

Or

**Divisional Manager**  
**Electricity Services Division**  
**Bhutan Power Corporation Limited**  
**Haa: Bhutan**  
**Telephone No. : +975-8-375141**  
**Mail id. : esdhaa@bpc.bt**

3. A complete set of bidding document may be purchased by any interested eligible bidder on submission of a written application to the above offices upon payment of a non-refundable fee of **Nu. 1000** (Ng. One thousand only) payable to Accountant of the respective division. The bidding documents can also be downloaded from the BPC's website [www.bpc.bt](http://www.bpc.bt). The bidder who have downloaded the bid document and wish to participate may register with either of the above mentioned office prior to the closing of bid sale date.
4. All bids must be accompanied by a Bid Security amount indicated against individual package in Bhutanese Ngultrum (Nu.), and must be delivered in accordance with the Instructions to Bidders on the date indicated in the Bidding Documents. The date of sale of document shall be from 17<sup>th</sup> February to 18<sup>th</sup> March, 2021 and last date of **SUBMISSION** of document is on





18<sup>th</sup> March, 2021 on or before 12:30 PM and will be publicly open at 02:30 PM on same date.

**(Sr. Divisional Manager)**



# Section II

## INSTRUCTIONS TO BIDDERS



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## Section 1: Instructions to Bidder (ITB)

### A. General

<p>1. Scope of Tender</p>	<p>1.1 The Employer, as <b>indicated in the BDS</b> 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 <b>provided in the BDS</b>.</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).</p> <p>1.3 Throughout this Bidding Documents;</p> <ul style="list-style-type: none"> <li>(a) The term "in writing means communicated in written form with proof of receipt;</li> <li>(b) If the context so requires, singular means plural and vice versa; and</li> <li>(c) "Day" means calendar day.</li> </ul>
<p>2. Corrupt Fraudulent Collusive or Coercive Practices</p>	<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>2.2 In pursuance of this requirement, the Employer shall</p> <ul style="list-style-type: none"> <li>(a) exclude the bidder from participation in the procurement proceeding concerned or reject a proposal for award; and</li> <li>(b) declare a bidder ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds;</li> </ul> <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>a) "<b>corrupt practice</b>"<sup>1</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>b) "<b>fraudulent practice</b>"<sup>2</sup> is any intentional act or omission including misrepresentation, that knowingly or recklessly misleads, or attempts to</p>

<sup>1</sup> 'Another party' refers to a public official acting in relation to the procurement process or contract execution.

<sup>2</sup> A 'party' refers to a public official; the term 'benefit' and 'obligation' relate to the procurement process or contract execution; and the 'act or omission' is intended to influence the procurement process or contract execution.





	<p>mislead, a party to obtain a financial or other benefits or to avoid an obligation;</p> <p>c) <b>"collusive practice"</b><sup>3</sup> 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>d) <b>"Coercive practice"</b><sup>4</sup> 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.</p> <p>2.5 The bidder shall be aware of the provisions on fraud and corruption stated in GCC Clause 3 and GCC Sub-Clause 34.2(d).</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>
3. Eligible Bidders	<p>3.1 Bidders of the categories <b>specified in the BDS</b> are eligible to participate in this bidding process.</p> <p>3.2 The Employer shall invite Bids using the Open Tendering Method (National Competitive Bidding) or limited tender as applicable.</p> <p>3.3 The bidder shall meet the qualification requirement stated in the BDS</p>
4. Site Visit	<p>4.1 The Bidders, at their own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the bid and entering into a Contract for performance of the Works. The costs of visiting the Site shall be at the bidder's own expense.</p>

## B. Content of Bidding Document

5. Contents of Bidding Documents	<p>5.1 The sections comprising the Bidding Document are listed below and should be read in conjunction with any Amendment issued in accordance with ITB Clause 7:</p> <p><b>PART 1 Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>• Section 1: Instructions to Bidders (ITB)</li> <li>• Section 2: Bidding Data Sheet (BDS)</li> <li>• Section 3: Evaluation and Qualification Criteria</li> <li>• Section 4: Bidding forms</li> <li>• Section 5: General Conditions of Contract (GCC)</li> <li>• Section 6: Special Conditions of Contract (SCC)</li> <li>• Section 7: Contract Forms</li> <li>• Section 8: Bill of Quantities &amp; Specifications</li> <li>• Section 9: Drawings</li> </ul> <p>5.2 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.</p>
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<sup>3</sup> 'parties' refers to participations in the procurement process including public officials attempting to establish bid prices at artificial, non competitive levels.

<sup>4</sup> A 'party' refers to a participant in the procurement in the procurement process or contract execution.







12 Letter of Bid and Schedule	12.1 The letter of Bid, Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section 4 (Bidding Forms), if so provided in BDS. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
13. Alternative Bid	13.1 Alternative Bid shall not be considered in small works.
14. Bid Price and Discount	<p>14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall confirm to the requirements specified below;</p> <p>14.2 The bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section 4, Bidding Forms. In case of admeasurements contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.</p> <p>14.3 The Bid price shall take into account the cost of materials, transportation, labour, taxes, levies, overheads and profit and any other cost. The Bid price shall be fixed for the duration of performance of the Contract and shall not be subject to any adjustment on any account. The Bid price shall be applicable for the whole works described in the Drawings, Specifications and Schedule of Works.</p>
15 Currencies of Bid and Payment	15.1 All prices shall be quoted in Bhutanese Ngultrum (BTN) and shall be paid in BTN.
16 Documents comprising the Technical Proposal	16.1 The bidder shall furnish a work plan in simple bar chart and other information if provided in BDS, to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
17 Documents establishing the Qualification of the Bidder	17.1 To establish its qualification to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms)
18 Bid Validity	18.1 Bids shall remain valid for the period <b>specified in the BDS</b> . Any Bids which does not meet the validity requirement as per the BDS shall be rejected by the Employer as non-responsive.
19 Bid Security	<p>19.1 The Bidder shall at their option furnish, as part of the Bid, a Bid Security as <b>specified in the BDS</b> issued by any reputed Financial Institutions in Bhutan and shall be valid thirty (30) days beyond the Bid validity period.</p> <p>a) Unconditional Bank Guarantee;</p> <p>b) A demand Draft; or</p>



	<p>c) Cash Warrant</p> <p>19.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may solicit the Bidder's consent to an extension of the Bid validity period. The request and responses shall be made in writing. The validity of Bid Security shall be suitably extended promptly.</p> <p>19.3 The Bid Security may be forfeited:</p> <ul style="list-style-type: none"> <li>(a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity. Further the bidder may be excluded from future participation for a period of two years.</li> <li>(b) if the Bidder does not accept the correction of the Bid price, pursuant to clause 31; or</li> <li>(c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to sign the Agreement; or furnish the required Performance Security.</li> </ul>
20 Format and Signing of Bid	<p>20.1 The Bidder shall prepare one (1) original of the documents comprising the Bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall prepare the number of copies of the Bid, as specified in the BDS and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>20.2 The original and each copy of the Bid shall be typed or written in indelible ink and shall be signed by the person duly authorized to sign on behalf of the Bidder.</p> <p>20.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person(s) signing the Bid.</p>

## D. Submission and Opening of Bids

21 Sealing and Marking of Bids	<p>21.1 The Bidder shall enclose the original in one (1) envelope and all the copies of the bid in another envelope, duly marking the envelopes as "ORIGINAL" and "COPY." These two (2) envelopes shall then be enclosed in one (1) single outer envelope.</p> <p>21.2 The inner envelopes shall:</p> <ul style="list-style-type: none"> <li>(a) Be signed across the seals by the person authorised to sign the Bid on behalf of the Bidder;</li> <li>(b) Be marked "ORIGINAL" and "COPY" and</li> <li>(c) Bear the name and address of the Bidder.</li> </ul> <p>21.3 The outer envelope shall;</p> <ul style="list-style-type: none"> <li>(a) Be sealed with adhesive or other sealant to prevent reopening;</li> </ul> <p>21.4 be addressed to the Employer at the address specified in the BDS; bear a statement "DO NOT OPEN BEFORE....." the time and date for Bid opening as specified in the BDS.</p> <p>21.5 If all or any envelopes are not sealed and marked as required by ITB Sub-Clause 21, the Employer <b>shall not reject the bids but assume no responsibility for the misplacement or premature opening of the Bid.</b></p>
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22 Bid Submission Deadline	<p>22.1 Bids must be received by the Employer at the address and no later than the date and time <b>specified in the BDS.</b></p> <p>22.2 Bids may be hand delivered, posted by registered mail or sent by courier.</p> <p>22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause 7, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the new deadline as extended.</p>
23 Late Bids	23.1 Late bids shall not be considered and shall be returned unopened
24 Modification, Substitution or Withdrawal of Bids	24.1 A Bidder may modify, substitute or withdraw their Bids after it has been submitted by sending a written notice before the deadline for submission of Bids.
25 Bid Opening	<p>25.1 The Employer shall open the Bids in the presence of the bidders who is attending the bid opening, including modifications or substitutions made pursuant to ITB Clause 24. Bidders or their representatives shall be allowed to attend and witness the bid opening and shall sign a register evidencing their attendance.</p> <p>25.2 The name of the Bidder, Bid modifications, substitutions or withdrawals, total amount of each Bid, number of corrections, discounts, and the presence or absence of requisite Bid Security, and such other details as the Employer, at its discretion, may consider appropriate, shall be read out aloud and recorded.</p> <p>25.3 The Employer shall prepare minutes of the Bid opening. The minutes shall include, as a minimum, the name of the Bidders and whether there has been a withdrawal, substitution or modification; the Bid Price including any discounts and the presence or absence of a Bid Security, if one was required.</p> <p>25.4 Bids not opened and read out at the Bid opening shall not be considered, irrespective of the circumstances, and shall be returned unopened to the Bidder.</p>
<b>E. Tender Opening and Evaluation</b>	
26 Confidentiality	26.1 After the opening of Bids, information relating to the examination, clarification, and evaluation of Bids and recommendations for award shall not be disclosed to Bidders or other persons not officially concerned with the evaluation process until after the award of the Contract is announced.



27 Clarification	27.1 The Employer may ask Bidders for clarification of their Bids in order to facilitate the examination and evaluation of Bids. The request for clarification and the response shall be in writing, and any changes in the prices or substance of the Bid shall not be sought, offered or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB Clause 31.
28 Bidder: Contacting the Employer	28.1 Following the opening of Bids and until the Contract is signed no Bidder shall make any unsolicited communication to the Employer or try in any way to influence the Employer's examination and evaluation of Bids which may result in the rejection of bids. If any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing
29 Determination of Responsiveness	<p>29.1 Prior to detailed evaluation of bids, the employer shall determine whether each bid (a) meets the eligibility criteria defined in ITB clause 3; (b) has been properly signed; (c) is accompanied by the bid security; and (d) is substantially responsive to the requirements of the bidding documents.</p> <p>29.2 A substantially responsive Bid is one that conforms in all respects to the requirements of the Bidding Document without material deviation, reservation or omission. A material deviation, reservation or omission is one that:</p> <ul style="list-style-type: none"> <li>(a) affects in any substantial way the scope, quality, or performance of the Works specified in the Contract; or</li> <li>(b) limits in any substantial way, or is inconsistent with the Bid Document, the Employer's rights or the Bidder's obligations under the Contract; or</li> <li>(c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</li> </ul> <p>29.3 If a Bid is not substantially responsive to the Bidding Document it shall be rejected by the Employer and shall not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.</p> <p>29.4 There shall be no requirement as to the minimum number of responsive Bids.</p>
30 Non Conformities, Errors and Omissions	30.1 The Employer may regard a Bid as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in the Bidding Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Bid.
31 Evaluation and Comparison of Tenders	<p>31.1 The Employer shall evaluate and compare only those Bids determined to be substantially responsive to the requirements of the Bidding Document. Substantially responsive Bids are those which fulfil the requirements of ITB Clauses 11 and 12.</p> <p>31.2 The evaluation will take into account corrected Bid Price and discounts (if any).</p>





	<p>31.3 The Employer will check substantially responsive Bids for any arithmetical errors. Where there is a discrepancy between the amounts in figures and words, the amount in words will govern. If a Bidder refuses to accept the correction, its Bids shall be rejected. The Employer shall correct arithmetical errors on the following basis:</p> <p>(a) if there is a discrepancy between the unit price and the line item total, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price, as quoted, shall govern and the unit price shall be corrected; and</p>
32. Employer's Right to Accept or Reject any or all	<p>32.1 The Employer reserves the right to accept any Bid, to annul the Bid proceedings, or to reject any or all Bids, at any time prior to Contract award, without thereby incurring any liability to Bidders, or any obligation to inform Bidders of the grounds for the Employer's actions.</p>
<b>F. Contract Award</b>	
33. Award Criteria	<p>33.1 The Employer shall award the Contract to the Bidders whose offer is substantially responsive to the Bidding Document and that has been determined to be the lowest evaluated Bid, provided that the Bidder is determined to be qualified to perform the Contract satisfactorily</p>
35. Complaints	<p>35.1 The Bidder shall submit the complaint in writing within ten (10) days from the date of letter of intent to award the contract pursuant to ITB 34.1 to the Employer.</p> <p>35.2 The Bidder may appeal to the Independent Review Body only if the Employer has not delivered the decision within the specified time, or the complainant is not satisfied with the decision of the Employer in accordance with rules and procedures of Independent Review Body.</p>



# Section III

## BID DATA SHEET





## Section 2 - Bidding Data Sheet

Instructions for completing the Bidding Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses

ITB Clause	Amendment of, and Supplements to, Clauses in the Instructions to Bidders
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### A. General

ITB 1.1	The Employer is <i>[Sr. Divisional Manager, Electricity Services Division, Bhutan Power Corporation Limited, Paro.]</i>
	<p>The Name and Identification of the Contract is/are <i>[Labor Contract for Right of Way (RoW) Clearing of Distribution lines, Painting &amp; Casting of Poles under BPC Paro &amp; Haa]</i></p> <p>The Works are <i>[Right of Way (RoW) clearing of distribution lines, Painting &amp; Casting of poles &amp; construction of drain for package substations &amp; PCC for substation yard at BPC Paro and Haa]</i></p>
ITB 3.2	<p><i>[Choose option A or B, whichever is applicable, and delete the other option].</i></p> <p><b>Option A: Limited Bidding method:</b></p> <p>The Invitation for Bid is open to all Bidders enlisted with <i>[name of Dzongkhag]</i>.</p> <p><b>Option B: Open Tendering method</b></p> <p>All Bidders regardless of whether enlisted or not enlisted with the Dzongkhag may submit Bids provided they otherwise qualify.</p>
ITB 3.3	The evaluation shall be based on the lowest price of the responsive bidder and the work will awarded to the lowest responsive bidder. <i>[Generally the selection is based on the lowest price. If there is a specific project need basic minimum technical qualification requirement should specified here]</i>
ITB 4.1	<b>Site Visit:</b> The contractor should visit the site along with the officials from the concerned divisions before submission of document. The concerned division shall issue site visit certificate for concurrence. The employer shall not be responsible if there are abnormal prices either due to not visiting the site or error in the bidder's estimation. Sample of Site visit certificate is enclosed in Sample forms.

### B. Bidding Documents

ITB 6.1	<p>For <b>clarification of Tenders purposes</b> only, the Employer's address is:</p> <p>Attention: <i>[Sr. Divisional Manager, ESD, BPC, Paro]</i></p> <p>Address: <i>[ Sr. Divisional Manager, ESD, BPC, Paro ]</i></p> <p>Telephone: <i>[ +975-8- 271200 ]</i></p> <p>Electronic mail address: <i>[esdparo@bpc.bt]</i></p>
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## C. Preparation of Bids

ITB 16.1	A simple bar chart is <i>not required</i> [delete which is not appropriate]								
ITB 18.1	The Bid validity period shall be [90] days up to <b>June 17, 2021</b> [normally be minimum of 90 days for Works of such a simple nature]								
ITB 19.1	<p>A Bid Security in the amount shall be as below, in the form;</p> <p><b><i>Right of Way (RoW) Clearing of Distribution lines, Painting &amp; Casting of Poles under BPC Paro &amp; Haa.</i></b></p> <table><tr><th>SI No</th><th>Description of Works</th><th>Bid Security</th><th>Time for completion (Duration)</th></tr><tr><td>1</td><td><b><i>Labor Contract for Right of Way (RoW) Clearing of Distribution lines, Painting &amp; Casting of Poles under BPC Paro &amp; Haa</i></b></td><td>75288.00</td><td>6 months</td></tr></table> <p>a) Unconditional Bank guarantee b) Cash warrant; or c) Demand draft</p>	SI No	Description of Works	Bid Security	Time for completion (Duration)	1	<b><i>Labor Contract for Right of Way (RoW) Clearing of Distribution lines, Painting &amp; Casting of Poles under BPC Paro &amp; Haa</i></b>	75288.00	6 months
SI No	Description of Works	Bid Security	Time for completion (Duration)						
1	<b><i>Labor Contract for Right of Way (RoW) Clearing of Distribution lines, Painting &amp; Casting of Poles under BPC Paro &amp; Haa</i></b>	75288.00	6 months						
ITB 21.1	In addition to the original, [one] copies shall be submitted. [usually one copy but procuring agencies may asked more if required].								

## D. Submission and Opening of Bids

ITB 21.2	The inner and outer envelopes shall bear the following additional identification marks: [indicate any markings that are required on inner and outer envelopes]
ITB 22.1	<p>For <b><u>Bid submission purposes</u></b> only, the Employer's address is:</p> <p>Attention: Sr. Divisional Manager, ESD, BPC, Paro</p> <p>Address: Sr. Divisional Manager, ESD, BPC, Paro</p> <p>The deadline for the submission of Tenders is:</p> <p>Time &amp; Date 12:30 PM on March 18, 2021</p>
ITB 25.1	<p>The Bid opening shall take place on the same day as the closing day of the bid submission at: Electricity Services Division, BPC, Paro.</p> <p>Date: [18/03/2021]; Time:[2:30 PM]</p>



## F. Award of Contract

ITB 33.3	The Employer shall award the Contract to the Bidders whose offer is substantially responsive to the Bidding Document and that has been determined to be the lowest evaluated Bid, provided that the bidder is determined to be qualified to perform the Contract satisfactory.
ITB 34.3	<p>The amount of Performance Security shall be [10%] percent of the Contract Price. <i>[It should be equal to ten (10) percent of the Contract Price of the Works].</i></p> <p><b>Differential Amount:</b></p> <p>The contractor shall provide differential security in the form of cash warrant separately if the quoted amount of any bidders is 20% lower than BPC's estimate.</p>





# Section IV

## BIDDER INFORMATION SHEET



# 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				



# Section V

## GENERAL CONDITION OF CONTRACT



## Section V. General Conditions of Contract

<p>1. Definitions</p>	<p>1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined terms:</p> <ul style="list-style-type: none"> <li>(a) <b>Completion Certificate</b> 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.</li> <li>(b) The <b>Completion Date</b> is the date of completion of the Works as certified by the Engineer, in accordance with GCC Clause 18.</li> <li>(c) <b>Contract</b> means the Agreement entered into between the Employer and the Contractor to execute, complete and maintain the Works.</li> <li>(d) <b>Contractor</b> 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.</li> <li>(e) <b>Contract Price</b> is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. The <b>Contractor's Bid</b> is the completed Bid Document including the priced offer submitted by the Contractor to the Employer.</li> <li>(f) <b>Days</b> mean calendar days.</li> <li>(g) A <b>Defect</b> is any part of the Works not completed in accordance with the Contract.</li> <li>(h) The <b>Employer</b> is the party named in the SCC who employs the Contractor to carry out the Works.</li> <li>(i) The <b>Engineer</b> is the person named in the SCC, who is responsible for supervising the execution of the works and administering the Contract.</li> <li>(j) The <b>Intended Completion Date</b> 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.</li> <li>(k) The <b>Site</b> is the area defined as such in the SCC.</li> <li>(l) The <b>Works</b> are what the Contract requires the Contractor to construct, install, and hand over to the Employer, as defined in the SCC.</li> </ul>
<p>2. Interpretation &amp; Documents forming the Contract</p>	<p>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</p>



	<p>their normal meaning under the language of the Contract unless specifically defined.</p> <p>2.2 The following documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> <li>(a) The signed Contract Agreement.</li> <li>(b) The letter of Notification of Award.</li> <li>(c) The completed Bid form as submitted by the Bidder.</li> <li>(d) The Special Conditions of Contract.</li> <li>(e) The General Conditions of Contract.</li> <li>(f) Specifications</li> <li>(g) The Drawings.</li> <li>(h) Any other document listed in the PCC as forming part of the Contract.</li> </ul>
3. Corrupt, Fraudulent, Collusive or Coercive Practices	<p>3.1 The BPC 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.</p> <p>3.2 In pursuance of this requirement, the Employer shall</p> <ul style="list-style-type: none"> <li>(a) exclude the Contractor from participation in the procurement proceedings concerned or reject a proposal for award; and</li> <li>(b) declare a Contractor ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund;</li> </ul> <p>3.3 The Government defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> <li>(a) corrupt practice<sup>1</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value<sup>2</sup> to influence improperly the actions of another party;</li> <li>(b) "fraudulent practice"<sup>3</sup> is any intentional act or omission, including a misrepresentation, that knowingly or recklessly</li> </ul>

<sup>1</sup> "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes staff and employees of any organizations (including any institutions providing finance for the Works) taking or reviewing procurement decisions.

<sup>2</sup> "anything of value" includes, but is not limited to, any gift, loan, fee, commission, valuable security or other asset or interest in an asset; any office, employment or contract; any payment, discharge or liquidation of any loan, obligation or other liability whatsoever, whether in whole or in part; any other services, favour or advantage, including protection from any penalty or disability incurred or apprehended or from any action or proceeding of a disciplinary or penal nature, whether or not already instituted and including the exercise or the forbearance from the exercise of any right or any official power or duty.

<sup>3</sup> a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.





	<p>misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(c) "collusive practice"<sup>4</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; and</p> <p>(d) "Coercive practice"<sup>5</sup> 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.</p> <p>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.</p>
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	<p>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.</p> <p>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.</p>

<sup>4</sup> "parties" refers to participants in the procurement process (including public officials) and an "improper purpose" includes attempting to establish bid prices at artificial, non competitive levels.

<sup>5</sup> a "party" refers to a participant in the procurement process or contract execution.





11. Safety, Security and Protection of the Environment	<p>11.1 The Contractor shall throughout the execution and completion of the Works and the remedying of any defects therein :</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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</li> <li>(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.</li> </ul>
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	<p>15.1 The Contractor shall provide insurance as stated in the SCC</p> <p>15.2 The Contractor shall deliver policies and certificates of insurance to the Engineer, for the Engineer's approval, before the Start Date.</p> <p>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.</p>
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	<p>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.</p> <p>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.</p>
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





		<p>dates stated in the SCC against provision by the Contractor of an unconditional Bank Guarantee, (Form 4).</p> <p>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.</p> <p>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.</p>
26. Retention	<p>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.</p> <p>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.</p>	
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	<p>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.</p> <p>31.2 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the</p>	





		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: <ul style="list-style-type: none"> <li>(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;</li> <li>(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;</li> <li>(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;</li> <li>(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</li> <li>(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.</li> </ul>
	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.



	<p>34.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>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.</p>
35. Payment upon Termination	<p>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.</p> <p>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.</p>
36. Release from Performance	<p>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.</p>
37. Force Majeure	<p>37.1 For the purposes of this Contract, "Force Majeure" means an exceptional event or circumstance:</p> <ul style="list-style-type: none"> <li>(a) which is beyond a Party's control,</li> <li>(b) which such Party could not reasonably have provided against before entering into the Contract,</li> <li>(c) which, having arisen, such Party could not reasonably have avoided or overcome, and</li> <li>(d) which is not substantially attributable to the other Party.</li> </ul> <p>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:</p> <ul style="list-style-type: none"> <li>(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,</li> <li>(b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,</li> <li>(c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,</li> <li>(d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to</li> </ul>





	<p>the Contractor's use of such munitions, explosives, radiation or radio-activity, and</p> <p>(e) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.</p> <p>37.3 However, force majeure shall not include the following;</p> <ul style="list-style-type: none"> <li>i. rainfall</li> <li>ii. snowfall</li> <li>iii. strikes in other countries</li> <li>iv. non-availability of labourer and materials such as timbers, boulders, sand, and other materials</li> <li>v. difficulty and risky terrain and remoteness of site.</li> </ul>
38. Settlement of Disputes	<p>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.</p> <p>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.</p> <p>38.3 The Arbitration shall be conducted in accordance with the Arbitration Rules of the Kingdom of Bhutan in force.</p>





Section VI

**SPECIAL CONDITION OF  
CONTRACT**



## Section 6. Special Conditions of Contract

*Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant GCC Clauses.3*

Clause Ref	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(d)	The Contractor is <i>[name, address and name of authorised representative]</i> .
GCC 1.1(h)	The Employer is Senior Divisional Manager, ESD, BPC, Paro.
GCC 1.1(i)	The Engineer is O&M Head of the respective Division for ESD, BPC, Paro & Haa.
GCC 1.1(j)	The Intended Completion Date for the whole of the Works shall be <b>6 months</b> for the whole work.
GCC 1.1(k)	The Site is located at ESD, BPC, Paro and Haa.
GCC 1.1(l)	The Works are Right of Way (RoW) clearing of distribution lines, painting & casting of poles & construction of drain for package substations & PCC for substation yard at BPC Paro & Haa.
GCC 2.2(i)	The additional documents forming part of this Contract are: <i>["No additional documents".]</i>
GCC 4.1	The Language governing the Contract shall be <i>[English]</i> <i>[usually English language].</i>
GCC 5.1	The Engineer shall obtain specific approval of the Employer before taking any of the following actions:
GCC 7.1	The addresses for Communications shall be: <u>For the Employer:</u> <i>[Senior Divisional Manager, ESD, BPC, Paro]</i> <u>For the Contractor:</u> <i>[insert name, address and contact details].</i>
GCC 9.1	The Key Personnel of the Contractor are: <i>[Supervisor]</i>
GCC 11.1	<i>The Contractor shall assume full responsibility for the adequacy and safety of site operations while carrying out clearing of jungle/ bushes and cutting of trees near the power lines and he shall adopt measures to prevent injuries to persons or damage to properties of utilities. The Contractor shall hold the Employer harmless from any liability for loss or damage resulting from his failures to take the necessary precautions. The Contractor shall avoid undue interference with private business, public travel, or with the work of other Contractors. The Contractor shall take steps to protect the environment and to MINIMIZE NOISE, POLLUTION, FIREHAZARDS or any other undesirable effects resulting from his method of operation.</i>





	<p><b><i>The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:</i></b></p> <ul style="list-style-type: none"> <li>i. Take necessary precautions to avoid any electric hazards and put written request whenever line shutdown is required.</li> <li>ii. 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 ESD (BPC) shall not held any responsible for failure to put on required safety practice.</li> <li>iii. 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.</li> <li>iv. 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 other resulting from pollution, noise or other causes arising as a consequence of his method of operation.</li> <li>v. The O&amp;M In-charge shall ensure to deploy one Lineman to supervise the work continuously and issue work permit/ shutdown permit and ensure safe working environment as per O&amp;M manual 2012 till completion of the work.</li> <li>vi. Contractor shall arrange to cut/ clear all bushes, trees and debranching using necessary precautions and supports <b><u>(sag down is restricted)</u></b> in order to minimize damages to power infrastructures, government and private properties. Any damages due to sheer negligence, the party has to bear all the expenses that may incurred and compensate thereof.</li> </ul>
<b>GCC 15.1</b>	For insurance purposes the type of cover required shall be: The contractor shall be responsible for the insurance <i>[modify as appropriate]</i>
<b>GCC 16.1</b>	Possession of the site shall be within [ 7 ] days from the date of signing of the Contract.
<b>GCC 17.1</b>	Commencement of work shall be within [ 7 ] days from the date of handing over possession of the Site.
<b>GCC 18.1</b>	Completion of works shall be within [ 6 ] Months from the date of commencing the works on the site.
<b>GCC 19.1</b>	The Contractor shall submit the first work plan [10] days after signing the Contract, and shall update the work plan every [4] weeks during the period of the Contract.
<b>GCC 22.1</b>	<i>[Enter here the agreed rates for non-scheduled items of work if known, if not known then make the statement "The rates for non-scheduled items of works shall be determined by the Engineer". NA]</i>
<b>GCC 25.2</b>	<p>An advance payment of [10] % of the Contract Price will be made to the Contractor within (14) days of Contract signing date.</p> <p><i>[an advance payment is usually 10% of the contract price]</i></p>
<b>GCC 26.1</b>	The Retention shall be [10] % of the Contract Price. <b><u>However, for ROW clearing works, Retention money shall not be applicable.</u></b>





<b>GCC 27.1</b>	<p>The liquidated damages for the whole of the Works are [0.10 %] per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is [10] percent of the initial Contract Price.</p> <p><i>[Usually, liquidated damages are set between 0.05 percent to 0.10 percent per day and the total amount is not to exceed 10 percent of the Contract Price.]</i></p>
<b>GCC 31.1</b>	<p>The Defects Liability Period shall be [ One ] (Year). <b>However, Defect Liability Period for ROW clearing works shall not be applicable.</b></p>
<b>GCC 35.1</b>	<p>The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is [percent, it is generally 20% of the value of work not completed up to a maximum of 10% of the initial contract price]</p>



# Section VII

## TECHNICAL SPECIFICATION



**1. General**

All the works should be carried out strictly as per the Drawings, Specifications, etc. and as per the Contract document. Any modification/changes pertaining to the work should not be carried out without the prior written approval from the Employer. Any modification/changes done without the prior approval will be asked to be dismantled/demolished at the cost of the Contractor and the Employer will not be responsible for any cost whatsoever associated with the modification of works. All approval shall be in writing and no verbal approval will be entertained.

Prior to start of work, the Contractor is obliged to study the route and possible location of various poles, double pole, angle pole, transformers, etc. Any change in the route or modification should be at the approval of the Employer. The Scope of Works to be carried out under the Contract covers all the works associated with the:

- a) Construction, testing and commissioning of 33 kV (Three phase and Two Phase), 11kV (Three Phase and Two Phase) and LT lines (Three Phase and Single Phase) including line route finalization, transportation of materials from designated stores to the Work site, erection of poles, fixing of insulators, line stringing, clamping, earthing, erection of anti-climbing devices, danger plates, painting of poles, etc.
- b) Erection, testing and commissioning of distribution transformers including transportation of materials from designated Stores to sites, mounting of the transformers, distribution pillars, associated pole-top equipment like isolators, drop-out fuses, earthing work, etc.
- c) Clearing jungles/bushes, trees and removal of branches and disposal; felling of trees including cutting of trunks and branches, and removal;
- d) Materials required for the execution of the Contract shall be collected from the designated stores as specified under Article III, Clause 6 of Conditions of Contract.

**The Bidder shall note that supply of sand, stone chips, cement, bricks, PVC tape, Ampere Tape, Welding rods, Hack saw blades, marking cloth, nuts & bolt and Aluminium lugs, paints, thinner, charcoal and salt for earthing, and other miscellaneous material required for the construction work is in the Bidder's Scope. Bidder shall also note that any excess materials procured by the Bidder for the construction works will not be taken by the Employer.**

The Bidder may contact the persons mentioned in Clause 3.3 of Section II- Instructions to Bidders, for detailed list of miscellaneous items required.

The work shall be carried out with full diligence and in accordance with the general guidelines listed herein. It is imperative/mandatory that the workers and the Supervisors wear safety helmet, safety belts and other kits for their own safety.





The survey work shall be carried out in close coordination with the Employer's Engineer and the line route and the pole locations, angle points, etc. finalized and approved by the Employer's Engineer. All the works associated with the erection shall be carried out under the general supervision of the Employer's Engineer/Supervisor.

## **2. Construction of Overhead 33 kV, 11 kV and low voltage lines**

### **2.1 General**

This section covers the procedures to be adopted during the construction of 33kV lines, 11kV lines, low voltage lines etc. Before start of construction works, the persons in charge shall familiarize with the line route and acquaint themselves with the Local Rules, so that necessary provisions there-of may be adopted.

### **2.2 Distribution line voltages, locations and clearances**

#### **2.2.1 Standard voltage for distribution system:**

##### **Proposed Medium Voltage (MV) construction:**

33 kV Line (Three Phase, 3 wire & Two Phase, two wire)  
11 kV Line (Three Phase, 3 wire & Two Phase, two wire)  
6.6 kV Line (Three Phase, 3 Wire & Two Phase, two wire)

##### **Proposed Low Voltage (LV) construction**

LV Line (Three phase, 4 wire, 415 Volts)  
LV Line (Single phase, 2 wire, 240 Volts)

#### **2.2.2 Choice of route**

The route selected for the proposed overhead line should be the one that will give the lowest cost over the life of the line. Route selection therefore involves consideration of a number of factors, including the cost of landowner compensation, the cost of transporting materials to the site, construction cost and the cost of ongoing maintenance requirements including vegetation control. As a general rule, following parameters should be kept in mind:

- a. The shortest route practicable.
- a.b. As close as possible to the road for easy maintenance and approach during construction.
- b.c. Route in direction of possible future load.
- e.d. Angle point should be less.

Where possible, line routes should avoid steep hills or valleys, swamps, lakes, thick forests, rivers or other locations where access is difficult or long spans are required. When building along a road, pole positions should not cause a traffic hazard or be in locations where there is a higher probability of vehicle impact.



The following should be avoided wherever possible:

- a) Areas likely to be used for future urban development;
- b) Routes incorporating sharp changes in line direction;
- c) Routes close to aerodromes;
- d) Religious monuments;
- e) Special trees of religious significance;
- f) School playgrounds;
- g) Cemeteries;
- h) Buildings containing explosives;
- i) Taking lines through individual/private plots/community forest; and
- j) Not considering the aesthetic of the land use.

No lines should be within 50ft distance from a National Highway.

### 2.2.3 Approval of Line Routes

Prior to the erection of lines along public roads, the authority responsible for the road should be contacted and approval obtained for the location of all poles, road crossings, tree cutting or trimming and guying locations. Where overhead distribution lines are to be constructed in urban areas, it will also be necessary to contact the local Town Planning Authority for approval. Where appropriate, approval should also be obtained from authorities such as the National Environment Commission, Department of Forestry, etc.

Once the line route is finalised, a detailed line survey should be undertaken and the pole locations finalized and marked. Poles should be located well clear of water and other areas of potential land subsidence. Poles for lines that cross-agricultural fields should, wherever possible, be located at bunds.

### 2.2.5 Tree clearances

The width for tree clearance will depend upon the voltage and the importance of the line concerned. No rigid limitations can be laid down. However, the following clearances may be adhered to, as far as possible.

Voltage	Comment
33 kV lines (Bare ACSR, 3 phase & 2 Phase)	The route should be cleared of all growth within 6 m on either side starting from the centre of the line and, in addition, of trees that could fall and contact the line.
11 kV lines (Bare ACSR, 3 phase & 2 Phase)	The route should be cleared of all growth within 4.5 m on either side starting from the centre of the line and, in addition, of trees that could fall and contact the line.
33 kV Lines (Covered Conductor, 3 Phase & 2 Phase)	The route should be cleared of all growth within 4 m on either side starting from the centre of the line and, in addition, of trees that could fall and contact the line.





## Technical Specifications

11 kV Lines (Covered Conductor, 3 Phase & 2 Phase)	The route should be cleared of all growth within 3 m on either side starting from the centre of the line and, in addition, of trees that could fall and contact the line.
All ABC	Left to the discretion of the Supervisor. Aerial bundled conductor is insulated so contact with vegetation should not cause a fault. However, the route should be cleared so the risk of trees falling across the line is minimized.

### 2.2.6 Overhead Line Clearances

The following minimum clearances should be maintained.

Particulars	33 kV	11 kV	6.6 kV	LV (bare conductor)	LV (ABC)
<b>Ground clearance</b>					
• Across street	6.1 m	6.1 m	6.1 m	5.8 m	5.5 m
• Elsewhere	5.8 m	5.8 m	5.8 m	5.5 m	4.5 m
<b>Separation between phases</b>					
• Horizontal	0.9 m	0.7 m	0.7 m	#	#
• Vertical	1.0 m	0.6 m	0.6 m	0.3 m	#
<b>Clearance from buildings</b>					
• Horizontal	1.8 m	1.2 m	1.2 m	1.2 m	#
• Vertical	3.7 m	3.7 m	3.7 m	2.5 m	#
<b>Sectional clearance</b>	2.8 m	2.6 m	2.6 m	#	#
<b>Safe working clearance (minimum)</b>	0.6 m	0.3 m	0.3 m	0.15 m	#

Notes: #: Not Applicable

The following minimum vertical separation of conductors should be maintained.

Particulars	Minimum Clearance
33 kV and 11 kV	1.2 m
33 kV and LV	1.5 m
11 kV and LV	1.2 m
33 kV or 11 kV and telephone line	1.8 m
LV and telephone line	0.6 m





# Section VIII

## PRICE SCHEDULE



## Price Schedule

### Dzongkhag: Paro & Haa

Sl. #	Work Descriptions	Unit	Qty	Rate	Amount
<b>A Price schedule for BPC Paro</b>					
<b>1</b>	<b>Clearing of Right of Ways (RoW):- felling of trees, cutting of tree branches, clearing of jungle &amp; bushes within the standard RoW width including the removal and disposals.</b>				
I	33kVline (RoW width of 12 mtrs)	km	38.86		
II	11kVline (RoW width of 9 mtrs)	km	24.24		
<b>2</b>	<b>Painting of poles &amp; fixtures for all kinds of existing distribution systems as per BPC norms. (Note:- The paints shall be provided by BPC)</b>				
I	Medium voltage 33 & 11kV overhead lines	Nos	500		
II	Low voltage overhead lines	Nos	300		
<b>3</b>	<b>Casting of pole base as per the standard &amp; drawing provided.</b>				
I	Medium voltage 33 & 11kV poles	Nos	500		
II	Low voltage poles	Nos	300		
<b>4</b>	<b>Construction of drain outlet for Package substation</b>				
I	EW0105	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			
a)	For chamber	cum	18		
b)	For Pipe line	cum	63		
II	EW0195	Filling of trenches, sides of foundations etc. in layers <200mm using selected excavated earth, ramming etc. within lead 50 m & lift 1.5m			
	For Pipe line	cum	56.7		
III	SM0070	Providing and laying Hammer dressed dry stone soling	cum	1.8	
IV	CW0003	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)	cum	1.2	
V	BW0003	Providing & laying Second-Class Brick work in Foundation & Plinth. In cement mortar 1:5	cum	18	
VI	RC0002	Providing & laying in position reinforced cement concrete excluding the cost of centering, shuttering and reinforcement - all work upto plinth level. 1:1.5:3 (1 cement : 1.5 sand : 3 graded crushed rock 20 mm nominal size)	cum	1.2	
VII	RC0083	Providing & fixing Thermo-Mechanically Treated reinforcement bar (Yield Strength 500 MPa) for R.C.C work including cutting, bending, binding and placing in position complete. 10 mm dia	Kg	162.9	
VIII	PO0023	Providing & laying H.D.P.E pipes, 10 PN, including H.D.P.E fittings (excluding trenching, refilling & thrust block)140mm	Mtrs	66	
<b>5</b>	<b>Construction of PCC for Substation yard</b>				
IX	EW0001	Surface dressing of ground, including removal of vegetations and inequalities < 150mm deep, disposal of rubbish within 50m lead and 1.5m lifts. Ordinary Soil.	Sqm	242	
X	SM0070	Providing and laying Hammer dressed dry stone soling	cum	36.3	



XI	CW0003	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)	cum	24.2		
B		Price schedule for BPC Haa				
1	<b>Clearing of Right of Ways (RoW):- felling of trees, cutting of tree branches, clearing of jungle &amp; bushes within the standard RoW width including the removal and disposals.</b>					
I	33kVline (RoW width of 12 mtrs)		km	33.07		
II	11kVline (RoW width of 9 mtrs)		km	1		
2	<b>Painting of poles &amp; fixtures for all kinds of existing distribution systems as per BPC norms. (Note:- The paints shall be provided by BPC)</b>					
I	Medium voltage 33 & 11kV overhead lines		Nos	180		
II	Low voltage overhead lines		Nos	180		
Total offered bid price (Nu.)						





# Section IX

## BID FORM



## 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: \_\_\_\_\_



# Section X

## SAMPLE FORM





**TO WHOM MAY IT CONCERN**

This is to certify that Mr/Ms .....bearing CID no  
..... representative of M/s ..... Construction  
has visited site along with our BPC official at ..... work site at  
.....gewog under .....Dzongkhag from on ...../...../2021.

## BPC Officials

Signature: \_\_\_\_\_

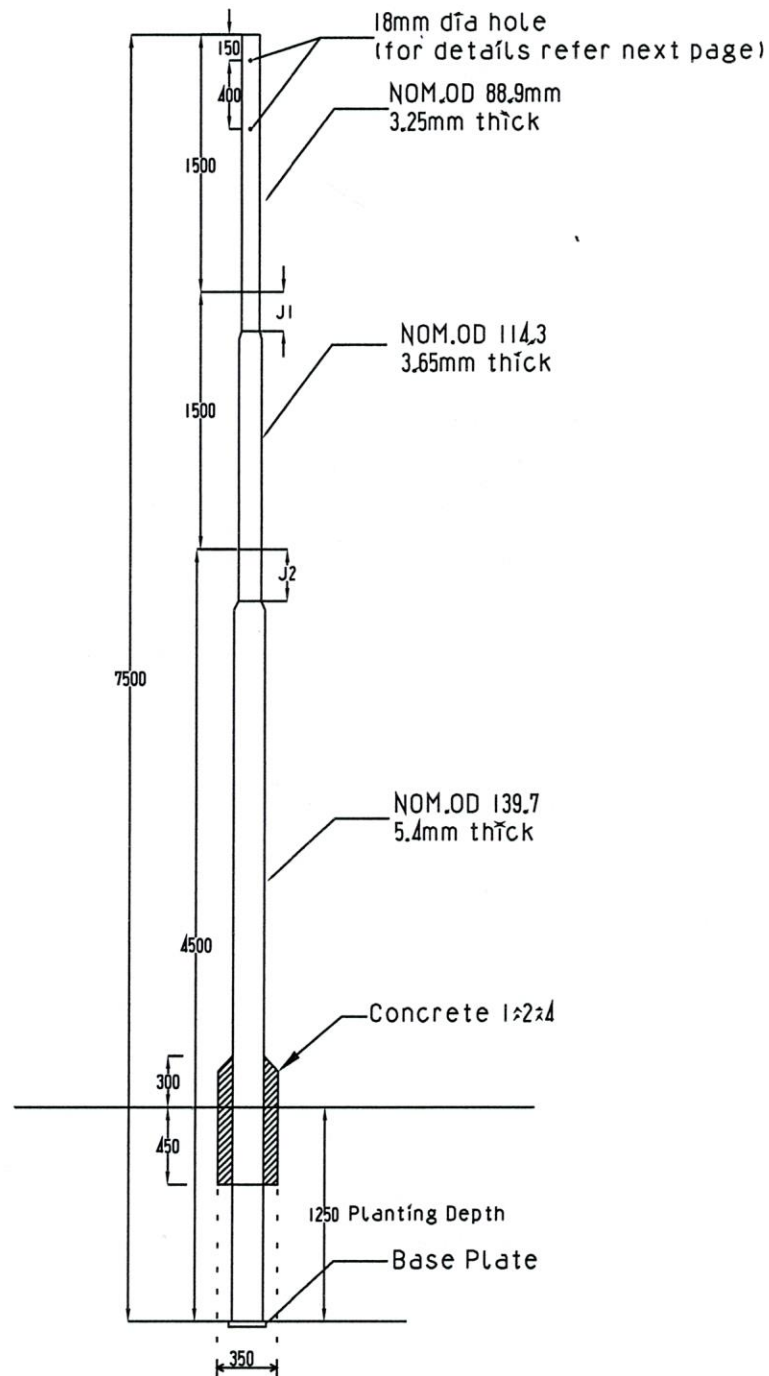
Name: \_\_\_\_\_

Designation: \_\_\_\_\_

# Section XI


## DRAWINGS





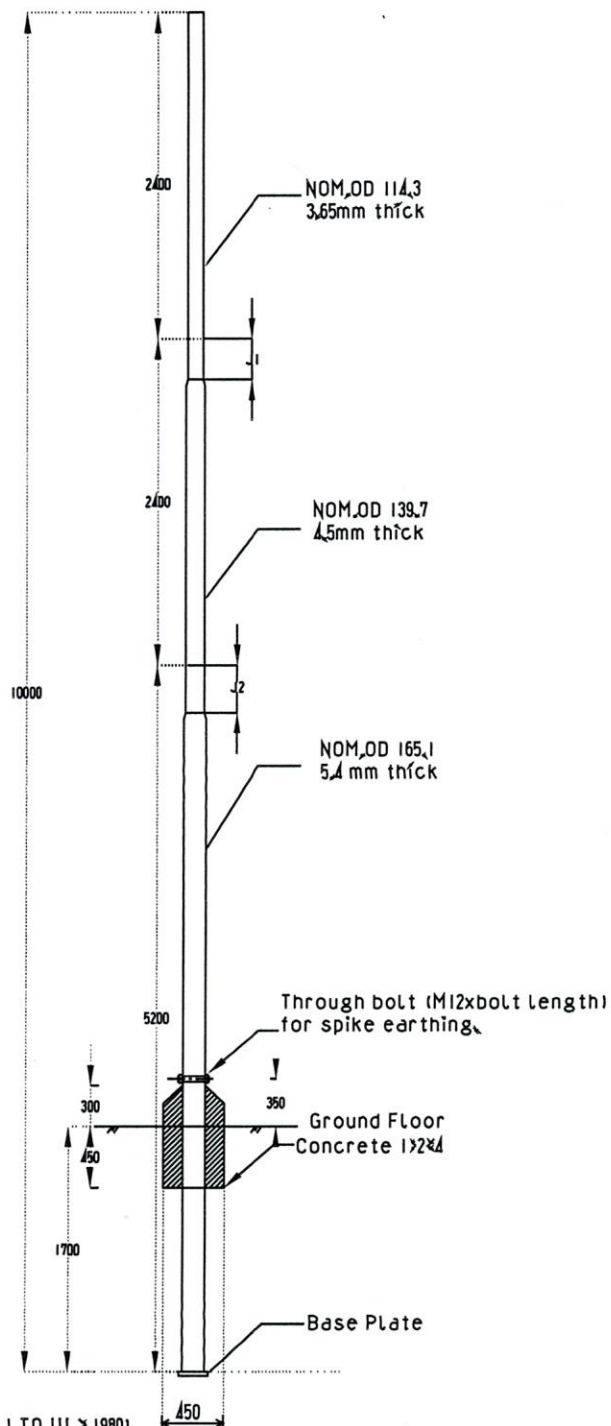
#### NOTES

1. DIMENSIONS AS SHOWN ARE IN MM.
2. SPECIFICATIONS AS PER IS:2713 (PART I TO III) (1980)
3. POLE TOP CAP -M.S. PLATE WOULD BE TAG WELDED TO THE POLE

	BHUTAN POWER CORPORATION LIMITED		ENGINEERING DESIGN & CONTRACTS DEPARTMENT	
			DISTRIBUTION DESIGN & CONSTRUCTION STANDARD	
			7.5 METERS SWAGED POLE ASSEMBLY	
			DRAWING NO. BPC-DDCS-2015-18	
DESIGNED BY	NAME	DATE	REVISION 2015	
CHECKED BY				
APPROVED BY				







#### NOTES

1. DIMENSIONS AS SHOWN ARE IN MM.
2. SPECIFICATIONS AS PER IS 2713 (PART I TO III > 1980)
3. POLE TOP CAP - M.S. PLATE WOULD BE TAG WELDED TO THE POLE



BHUTAN POWER  
CORPORATION LIMITED

ENGINEERING DESIGN & CONTRACTS DEPARTMENT

DISTRIBUTION DESIGN & CONSTRUCTION STANDARD

10 METER SWAGED POLE ASSEMBLY

	NAME	DATE
DESIGNED BY		
CHECKED BY		
APPROVED BY		

DRAWING NO. BPC-DDCS-2015-20

REVISION  
2015

