

**BHUTAN POWER CORPORATION LIMITED**  
**ELECTRICITY SERVICES DIVISION**  
**MONGAR: BHUTAN**



**TENDER NO: BPC/ESD-MONG/TENDER/01**

**BIDDING DOCUMENT**

**FOR**

***Right of Way Clearing and Pole paintings under  
ESD Mongar***

**June 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



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 rules and laws of the land in vogue.

**7. Monitoring and Administration:**

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

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

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

The parties hereby sign this Integrity Pact at \_\_\_\_\_  
on \_\_\_\_\_



*[Handwritten signature]*

Affix  
Legal  
Stamp

EMPLOYER

CID: 10801002657  
Electricity Services Division  
Bhutan Power Corporation Ltd  
Mongar : Bhutan

BIDDER/REPRESENTATIVE

CID:

Witness: *[Handwritten signature]*

Witness:

Name: *Karma Langzom*

Name:

CID: 10902001543

CID:



# **Section I**

# **INVITATION FOR BIDS**





**འབྲུག་གློག་ཁེ་ལས་འཛིན།**  
**Bhutan Power Corporation Limited**

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

Registered Office, Thimphu  
 Electricity Services Division  
 Mongar : Bhutan



BPC/ESD-MONG/TECH-16/2021/ 173

2nd June 2021

The Manager,  
 Advertising Department,  
 Kuensel Corporation Limited,  
 Kanglung: Bhutan.

Subject: **Publishing of NIT in Kuensel (English edition) on 3rd June 2021.**

Dear Sir/Madam,  
 Please publish the following advertisement in the Kuensel (**English** edition) on 3rd June 2021.

<b>BHUTAN POWER CORPORATION LIMITED</b> <b>ELECTRICITY SERVICES DIVISION</b> <b>MONGAR: BHUTAN</b>	
<i>Tender No. : BPC/ESD-MONG/TENDER/01</i> <i>dated: 2nd June 2021.</i>	
Work Name : Right of Way Clearing and Pole paintings under ESD Mongar.	
The Bhutan Power Corporation Limited (BPC) invites sealed bids from Small class categories of Bhutanese National Contractors with W4 (Power and Telecommunications) mentioned in the bidding documents having valid Trade License and registered with the Construction Development Board (CDB) for the works as mentioned above:	
<b>Bid Details</b>	3rd June 2021 to 2nd July 2021.
a) Sale of Bid Document	Nu. 1000.00 (Non-refundable)
b) Cost of Bid Document	ESD, BPC, Mongar.
c) Place of Sale	5th July 2021 (1:00 pm BST)
d) Last Date of Submission	ESD, BPC, Mongar.
e) Place of Submission	5th July 2021 (2:00 pm BST)
f) Opening Date	Electricity Services Division, BPC, Mongar
g) Place of Opening	
The detailed bidding documents can be purchased from the office of Divisional Manager, ESD, BPC, Mongar upon submission of copies of valid Trade license, CDB registration certificate and Tax clearance certificates with appropriate written application. The bidding documents are also posted on BPC's website ( <a href="http://www.bpc.bt">www.bpc.bt</a> ). The bidder who have downloaded the bidding documents and wishing to participate have to deposit Nu. 300.00 (Ngultrum Three hundred only) to make the bid enforceable during the time of bid submission.	

**Please note that only the texts that are boxed in should appear in the announcement.**

Yours sincerely,

(Sonam Choden)  
 Divisional Manager

Electricity Services Division  
 Bhutan Power Corporation Ltd  
 Mongar : Bhutan

Phone No. 975-04-641287, web: [www.bpc.bt](http://www.bpc.bt)



**SECTION I  
INVITATION FOR BIDS**

Date: 2<sup>nd</sup> June 2021  
Tender No.: BPC/ESD-MONG/TENDER/01

1. BPC invites sealed bids from Small Class categories of Bhutanese National contractors 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.

SI No	Division	Package	Name of Work	Estimated Amount (Nu.)	Bid Security Amount (Nu.)	Project Duration
1	ESD Mongar	MOE1-R&M	ROW clearing and pole painting on Distribution Network in Chali, Tshakaling, Mongar and Saling gewogs under Electricity Services Division, BPC, Mongar.	1,036,398.00	20,728.00	4 months
2	ESD Mongar	MOE2-R&M	ROW clearing and pole painting on Distribution Network in Balam, Thangrong, Chaskhar, Drametse and Ngatsang gewogs under Electricity Services Division, BPC, Mongar.	776,993.98	15,540.00	3 months

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

**Divisional Manager,  
Electricity Services Division  
Bhutan Power Corporation Limited,  
Mongar: Bhutan,  
Telephone No. : +975-04-641287  
Mail ID: esdmongar@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 address and upon payment of a non-refundable fee of Nu. 1000.00 (Ngultrum one thousand) only payable to Asst. Finance Officer, Finance and Accounts Services, BPC, Mongar.
4. As per the prerequisite of Royal Government of Bhutan, interested bidders should sign the Integrity Pact (IP) with ESD, Mongar at the time of purchase of bidding document. In order to sign the IP, the prospective bidders should accompany a witness along with one legal stamp.
5. The date of sale of document shall be from 3<sup>rd</sup> June 2021 to 2<sup>nd</sup> July 2021.
6. 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 and will be publicly opened thereafter.

7. BPC will not be responsible for any expenses incurred by bidders in connection with the preparation or delivery of bids.



# **Section II**

## **INSTRUCTIONS TO BIDDERS**



**Section-II**  
**Instructions to Bidders**

**A. General**

**1. Scope of Bid**

- 1.1 Bhutan Power Corporation Limited (BPC) (hereafter referred to as “the Employer”) wishes to receive sealed Bids for “Right of Way Clearing and Pole paintings under ESD Mongar”. The scope of works include tree felling, clearing of Right of Way, painting of poles and structures, etc. (hereinafter referred to as “Works”). The works are classified under the following packages.

SI No	Division	Package Name	Name of Work
1	ESD Mongar	MOE1-R&M	ROW clearing and pole painting on Distribution Network in Chali, Tshakaling, Mongar and Saling gewogs under Electricity Services Division, BPC, Mongar.
2	ESD Mongar	MOE2-R&M	ROW clearing and pole painting on Distribution Network in Balam, Thangrong, Chaskhar Drametse and Ngatsang gewogs under Electricity Services Division, BPC, Mongar.

- 1.2 “Bidders may submit bids for one, any combination, or all of the packages”, depending on own capabilities, as explained in Sub-Clause 30.6.
- 1.3 The successful bidder will be expected to complete the works within the stipulated time from the date of commencement of works as indicated in Article III, Clause No. 2 of Conditions of Contract.

**2. Eligible Bidders**

- 2.1 This Invitation for Bid is open to all Bhutanese Contractor registered “ *Small* ” Class for respective package mentioned in Section I, Invitation for Bids holding valid Trade License and CDB registration.
- 2.2 Bidders shall provide such evidence of their eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 2.3 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified.

**3. Cost of Bidding and Site Visit**

- 3.1 The bidders shall bear all costs associated with the preparation and delivery of its Bid, and the Employer will in no case be responsible or liable for those costs.



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- 3.2 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain on their own responsibility all information that may be necessary for preparing the bid, and entering into a contract for the Works. The costs of visiting the Site shall be at the bidder's own expense and at their own risk.

The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon its premises and land for the purpose of such inspection, but only upon the condition that the bidders, their personnel and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

- 3.3 The interested bidders shall make prior appointment for field visit before submitting the bid offer. The contact persons for the field visits shall be as below:

**ESD Mongar:**

Ms. Sonam Choden,  
Manager,  
ESD, BPC, Mongar  
Telephone No. +975-04-641287  
Mobile No. 975-17160909

**4. Contractor Information Network (CiNET)**

- 4.1 The performance of the contractor shall be assessed as per the guidelines (average performance scoring form) contained in the CiNET available in the CDB website.
- 4.2 The average performance scoring (APS) forms is provided in the Section VII (Sample forms) of the bidding document. The bidders are required to initial all the pages of APS form agreeing to the applicability of APS form. In case the APS form is not signed, the bid for that bidder shall be liable for rejection.

**B. The Bidding Document**

**5 Bidding Document**

- 5.1 The bidding procedures and contract terms are prescribed in the Bidding Document. In addition to the Invitation for Bid, the Bidding Document includes:

- I Integrity Pact
- II Instructions to Bidders;
- III Conditions of Contract;
- IV Technical Specifications & Drawings;
- V Price Schedules & Sample Bill of Quantities;
- VI Bid Form; and
- VII Sample Forms



## Instructions to Bidders

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- (a) Bid Form and Price Schedule completed in accordance with Clause 10, 11, 12;
- (b) Documentary evidence establishing, in accordance with Clause 13, that the bidder is eligible to bid.
- (c) Documentary evidence establishing in accordance with Clause 14, that the bidder is qualified to perform the Contract if it's Bid is accepted;
- (d) Bid security furnished in accordance with Clause 16.
- (e) Written Power of Attorney authorizing the signature by bidders in accordance with Clause 19.2

### 10 Bid Form

- 10.1 The bidder shall complete **an original and (one) copy of the Bid Form and the appropriate Price Schedules** furnished in the Bidding Document.

Bid forms not duly filled and signed appropriately shall be treated as non-responsive and the bid shall be rejected.

### 11 Bid Prices

- 11.1 The bidders shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item and the total amount. Prices quoted shall follow strictly the format provided herein.
- 11.2 Unless stated otherwise in the bidding documents, the Contract shall be for the whole works, based on the schedule of unit rates and price submitted by the bidders.
- 11.3 The bidders shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items against which no rate or prices is entered by the bidders will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 11.4 All duties, taxes and other levies payable by the Contractor under the contract, or any other cause, as of the date 7 days prior to the deadline for submission of bids shall be included in the rates and prices and the total bid price submitted by the bidder, and the evaluation and comparison of bids by the Employer shall be made accordingly.
- 11.5 Rates quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on any account. A bid submitted with price adjustment condition will be treated as non-responsive and will be rejected.
- 11.6 Conditional tenders shall be rejected without any further explanation.



**16 Bid security.**

16.1 The Bidder shall furnish, as part of its bid, a bid security in the amount as shown below:

Sl No	Division	Package Name	Name of Work	Bid Security Amount (Nu.)
1	ESD Mongar	MOE1-R&M	ROW clearing and pole painting on Distribution Network in Chali, Tshakaling, Mongar and Saling gewogs under Electricity Services Division, BPC, Mongar.	20,728.00
2	ESD Mongar	MOE2-R&M	ROW clearing and pole painting on Distribution Network in Balam, Thangrong, Drametse and Ngatsang gewogs under Electricity Services Division, BPC, Mongar.	15,540.00

16.2 The bid security shall be denominated in the currency of the Bid. It shall be valid till **5<sup>th</sup> November 2021** and shall be in one of the following forms acceptable to the Employer:

- (a) Cash Warrant/Bank Draft/Bank Guarantee issued by a reputable bank in Bhutan acceptable to the Employer in the form provided in the Bidding Documents or another form subject to prior approval of the Employer.
- (b) The Bank Guarantee shall be drawn in favour of Asst. Finance Officer, Finance & Accounts Services, BPC, Mongar, Bhutan.
- (c) Cash, personal Cheque, etc., will not be accepted as a bid security and the bid will be treated as non-responsive and will be rejected.

16.3 Any Bid not secured in accordance with Sub-Clause 16.1 and 16.2 above will be treated as non-responsive and will be rejected.

16.4 The unsuccessful bidder's bid security will be discharged/returned as promptly as possible upon award of Contract to the successful bidder, but in any event not later than thirty (30) days after the expiration of the period of bid validity.

16.5 The successful bidder's bid security will be discharged/returned upon furnishing the performance security and the bidder's executing the Contract.

16.6 The bid security may be forfeited:





## 20 Sealing and Marking of Bids

20.1 The bidder shall seal the original and copy of the Bid in an inner and an outer envelope, duly marking the envelopes as “Original” and “Copy”.

20.2 The inner and outer envelopes shall:

a. be addressed to the Employer at the following address:

**Divisional Manager,  
Electricity Services Division,  
Bhutan Power Corporation Limited,  
Mongar: Bhutan;  
Telephone No. : +975-04-641287 and  
Email: esdmongar@bpc.bt**

b. bear the following identification:

- Bid Reference No. BPC/ESD-MONG/TENDER/01
- DO NOT OPEN BEFORE 2:00 PM, 5<sup>th</sup> July, 2021.

In addition to the information required in Sub-Clause (a) and (b) above, the inner envelope indicate the name and address of the bidder to enable the Bid to be returned unopened in case it is declared “Late “ pursuant to Clause 23.

20.3 If the outer envelope is not sealed and marked as required by Sub-Clause 20.2, the Employer will assume no responsibility for the bid misplacement or premature opening.

## 21 Deadline for Submission of Bids

21.1 The original Bid, together with the required copy, must be received by the Employer at the address specified in Sub-Clause 20.2 no later than 1:00 PM on 5<sup>th</sup> July 2021.

21.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bid Documents in accordance with Clause 7, in which case all rights and obligations of the Employer and the bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## 22 One Bid per Bidder

22.1 Each bidder shall submit only one Bid. A bidder who submits or participates in more than one Bid will be disqualified.

## 23 Late Bids

23.1 Any Bid received by the Employer after the deadline for submission of Bids prescribed by the Employer, pursuant to Clause 21, will be declared “Late” and rejected and returned unopened to the bidder.



by a bidder to influence the Employer's processing of Bids or award decision may result in the rejection of the bidder's Bid.

## 27 Clarification of Bids

- 27.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at its discretion, ask the bidder for a clarification of its Bid. All requests for clarification and the responses shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted.

## 28 Preliminary Examination of Bids

The Employer will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

- 28.1 Prior to the detailed evaluation, pursuant to Clause 30, the Employer will determine the substantial responsiveness of each Bid to the Bidding Documents. A substantially responsive Bid is one which conforms to all the terms and conditions 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, completion schedule or performance of the Works;
  - (ii) which limits in any substantial way and is inconsistent with the provision of the bidding documents, 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 substantially responsive bids.
- 28.2 A Bid determined as not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 28.3 Arithmetical errors will be rectified on the following bases;
- (i) If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price per item will be corrected.
  - (ii) If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.
- 28.4 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the corrections of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount to bid, its bid will be rejected, and the bid security will be forfeited.



- 32.1 The Employer reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

**F. Award of Contract**

**33 Award**

- 33.1 The Employer will determine to its satisfaction whether the bidder selected as having the lowest-evaluated, responsive Bid is qualified to satisfactorily perform the Contract.
- 33.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to Clause 14, as well as such other information as the Employer deems necessary and appropriate.
- 33.3 An affirmative determination will be a prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder's Bid.
- 33.4 The Employer will award the Contract to the successful bidder whose Bid has been determined to be the Lowest-Evaluated Responsive Bid, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract. In the event of a single bidder being lowest in more than one package, the employer, at the time of award at its sole discretion, may limit the number of packages to one (1) to be awarded to a single bidder, taking into consideration the logistics, its own assessment of impact on the schedule, etc., or for any other reason whatsoever.

**34 Employer's Right to Vary Quantities at Time of Award**

- 34.1 *The Employer reserves the right at the time of award of Contract to increase or decrease by up to twenty percent (20%) the quantity, without any change in rate or other terms and conditions.*

**35 Notification of Award**

- 35.1 The Employer will notify the successful bidder in writing by registered letter or by fax that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "**Letter of Acceptance**") shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "The Contract Price")
- 35.2 The notification of award will constitute the formation of a contract, until the Contract has been affected pursuant to Clause 36.
- 35.3 Upon the furnishing by the successful bidder of performance security or upon signing of the Contract Agreement, whichever is earlier, the Employer will promptly notify the other bidders that their bids have been unsuccessful.



- (v) "Obstructive practice is
- (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation of making false statements to investigators in order to materially impede any investigation into allegations of corrupt, fraudulent, coercive or collusion practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or pursuing the investigation; or
  - (ii) acts intended to materially impede the exercise of the inspection and audit rights of the Employer or organization or person appointed by the Employer and/or relevant RGoB agency.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract; and
- (c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of the time, to participate in ADB financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an ADB financed contract.
- (d) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing.

**39 Labour**

- 39.1 The bidder shall commit that no child labour shall be engaged in the construction works.

**40 Equal Pay**

- 40.1 The men and women shall be paid equal for work of equal value.



Bid Security Form  
Contract Form  
Performance Security Form  
Bank Guarantee for Advance Payment  
Power of Attorney Form  
Form of information for establishment of Bidders' Eligibility  
Form of information for establishment of Bidders' Qualification  
Average Performance Scoring form

- 5.2 The bidders are expected to examine the Bidding Document, including all instructions, forms, terms and specifications. Failure to furnish all information required by Bidding Document or submission of a Bid not substantially responsive to the Bidding Document in every respect will result in the rejection of the Bid.

## **6 Clarification of Bidding Documents**

- 6.1 Prospective bidders requiring any further information or clarification of the Bidding Document may notify the Employer in writing at the Employer's mailing address indicated under clause 20.2 The Employer will respond in writing to any request for information or clarification of the Bidding Documents, which it receives no later than ten (10) days prior to the deadline for submission of bids. The Employer's response including an explanation to the query will be sent in writing to all prospective bidders who purchased the Bidding Document.

## **7 Amendments of Bidding Documents**

- 7.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the bidding Document by issuing addendum.
- 7.2 The amendment shall be part of the Bidding Document, pursuant to Sub-Clause 5.1, and it will be notified in writing or by fax to all prospective bidders who have received the Bidding Document, and will be binding on them.
- 7.3 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, the Employer may, at its discretion, extend the dead line for the submission of Bids.

## **C. Preparation of Bids**

### **8 Language of Bid**

- 8.1 The Bids prepared by the bidder, and all correspondence and documents relating to the Bid exchanged by the Bidders and the Employer, shall be written in the English language.

### **9 Documents Comprising the Bid**

- 9.1 The Bid prepared by the bidders shall comprise of the following components:



**12 Bid Currencies**

- 12.1 Rates shall be quoted in Ngultrum.

**13 Documents Establishing Eligibility of the Bidder**

- 13.1 The bidder shall furnish, as part of its Bid, certification establishing the bidder's eligibility to bid pursuant to Clause 2.
- 13.2 The bidder is a registered qualified electrical contractor. If in case, the license and the CDB registration certificate have expired during the bid submission, the bidder shall submit letters from competent authorities validating the documents.
- 13.3 The bidder does not anticipate change in ownership during the proposed period of work (if such a change is anticipated, the scope and effect thereof shall be defined).
- 13.4 The bidder shall submit proposals of work method and schedule, in sufficient detail to demonstrate the competency of the bidder's proposals to meet the completion schedule referred to in Sub-Clause 1.3 above.

**14 Documents Establishing the Bidder's Qualifications to Perform the Contract**

- 14.1 The technical qualification of bidder to perform the required works is the most important criteria and each bidder shall submit the list of skilled employee in line to the sample Form provided. A minimum of one supervisor with electrical RTI/VTI graduate with three years of field experience shall be attached with the project for each package.
- 14.2 The bidder shall provide list of tools and equipment (Form No. 6 in Section VII) related to the works including vehicles to show that the bidder has enough tools and equipment to execute the work immediately.
- 14.3 The bidder shall submit list of experience certificates of works successfully done of similar nature (Form No. 5 in Section VII) along with certificates.

**15 Documents Establishing the Goods' and Services Conformity to the Bidding Documents**

- 15.1 Not applicable in this contract.



- (a) if the bidder withdraws its Bid during the Period of the bid validity specified by the bidder on the Bid Form; or
- (b) if the bidder does not accept the correction of its bid prices; or
- (c) in the case of a successful bidder, if the bidder fails to comply with the specified time limit to:
  - (i) sign the Contract; or
  - (ii) furnish the performance security.

#### **17 Period of Validity of Bids**

- 17.1 Bids shall remain valid for ninety (90) days from the date of opening of bids.
- 17.2 Notwithstanding Sub-Clause 17.1 above, the Employer may solicit bidder's consent to an extension of the period of bid validity. The request and the responses there to shall be made in writing or by fax. If the bidder agrees to the extension request, the validity of the bid security provided under Clause 16 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required or permitted to modify its Bid.

#### **18 Alternative Bids**

- 18.1 Not applicable in this contract.

#### **19 Format and Signing of Bid**

- 19.1 The Original Bid Form and accompanying documents (as specified in Clause 10), clearly marked "**Original Bid**", plus "**One (1) copy**" must be received by the Employer at the date, time and place specified pursuant to Clause 20 and 21. In the event of any discrepancy between the original and the copy, the original will govern.
- 19.2 The original and the copy of the bid shall be typed or written in indelible ink and shall be signed by the bidder or persons duly authorized to sign on behalf of the bidder. Such authorization shall be by a written power-of-attorney accompanying the Bid. If the Bid is not accompanied by the written power of attorney, the bidder will be treated as non-responsive and the bid will be rejected. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid. The name and position held by each person signing must be typed or printed below the signature.
- 19.3 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

#### **D. Submission of Bids**



**24 Modification and Withdrawal of Bids**

- 24.1 The bidder may notify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline prescribed for submission of Bids.
- 24.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with provisions of Clause 20. A withdrawal notice may also be sent by fax but must be followed by signed confirmation copy.
- 24.3 No Bid may be modified subsequent to the deadline for submission of Bids.
- 24.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.

**E. Bid Opening and Evaluation**

**25 Opening of Bids by Employer**

- 25.1 The Employer will open Bids, including modifications made pursuant to clause 24 in the presence of bidder's representatives who choose to attend, at **2:00 PM on 5<sup>th</sup> July 2021** in the conference hall, Bhutan Power Corporation Limited, Mongar. The bidder's representatives who are present shall sign a register evidencing their attendance.
- 25.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause 23 shall not be open but return to the bidder.
- 25.3 The Bidders' names, prices of bids, all discounts offered, modifications and bid withdrawals, and the presence or absence of the requisite bid security, and such other details as the Employer, at its discretion, may consider appropriate will be announced and recorded at the time of opening. Any bid Price, or discount which is not read out and recorded at bid opening will not be taken into account in bid evaluation. Bids shall be rejected only if the bid security is not in accordance with clause 16.
- 25.4 The Bidder's representative attending the Bid opening shall have an Authorization letter from the Bidder without which the representative may not be permitted to attend the Bid Opening.
- 25.5 The Bidder's representative shall sign on the attendance sheet evidencing presence at the time of public opening of the Bids.

**26 Process to be Confidential**

- 26.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort





**29 Conversion to Ngultrum**

29.1 Not Applicable.

**30 Evaluation and Comparison of Bids**

30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 28.

30.2 In evaluating the bids, the Employer will determine for each bid the evaluated bid price by adjusting the bid price as follows:

(a) making any correction for errors pursuant to Clause 28;

(b) applying any discounts offered by the bidder for the award;

30.3 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variation, deviation, alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in bid evaluation.

30.4 The estimated effect of the price adjustment provision of the Condition of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

30.5 If the bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 37 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

30.6 The employer will evaluate and compare Bids on the basis of a package or a combination of packages, or as a total of packages in order to arrive at the least cost combination for the employer by taking into account discounts offered by Bidders in case of award of multiple contracts.

**31 Contacting the Employer**

31.1 Subject to Clause 27, no bidder shall contact the Employer on any matter relating to its bid, from the time of bid opening to the time of the Contract is awarded. Any effort by a bidder to influence the Employer in the Employer's decisions in respect of bid evaluation, bid comparison or Contract award will result in the rejection of the bidder's Bid.

**32 Employer's Right to Accept Any Bid and to reject any or All Bids**



**36 Signing of Contract**

- 36.1 At the time of notification of award, the Employer will send the successful bidder the Contract form provided in the bidding Documents, incorporating all agreements between the parties.
- 36.2 The successful bidder shall be invited for contract signing at the venue and date specified in the Letter of Acceptance.
- 36.3 In case the successful bidder fails to sign the contract agreement within the deadline specified in the letter of acceptance, the positive difference in contract amount with the next lowest evaluated bid and his bid security shall be recovered from the successful bidder.

**37 Performance Security**

- 37.1 Within ten (10) days of receipt of notification of the award from the employer, the successful bidder shall furnish the performance security in an amount of ten percent (10%) of the contract price, in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents or another forms acceptable to the Employer.
- 37.2 Failure of the successful bidder to comply with the requirements of Clause 36 or 37.1 above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

**38 Corrupt or Fraudulent Practices**

- 38.1 The BPC requires that bidders observe the highest standard of ethics during execution of contracts. In pursuance of this policy, the BPC:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the action of another party;
    - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
    - (iii) “coercive practice” means 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;
    - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.



- (v) " Obstructive practice is
- (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation of making false statements to investigators in order to materially impede any investigation into allegations of corrupt, fraudulent, coercive or collusion practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or pursuing the investigation; or
  - (ii) acts intended to materially impede the exercise of the inspection and audit rights of the Employer or organization or person appointed by the Employer and/or relevant RGoB agency.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract; and
- (c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of the time, to participate in ADB financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an ADB financed contract.
- (d) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing.

**39 Labour**

- 39.1 The bidder shall commit that no child labour shall be engaged in the construction works.

**40 Equal Pay**

- 40.1 The men and women shall be paid equal for work of equal value.



**Section III**  
**CONDITIONS OF CONTRACT**



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**Section III**  
**Conditions of Contract**

**ARTICLE I GENERAL PROVISIONS**

**A. Definitions**

The following words shall be construed in accordance with the meanings assigned to them, except when a different meaning is clearly intended:

- (a) **Contract** - The signed Agreement entered into between the Employer and the Contractor is deemed to include the following:
- 1) Invitation for Bid;
  - 2) Instructions to Bidders;
  - 3) Letter of Acceptance;
  - 4) Conditions of Contract;
  - 5) Technical Specifications & Drawings;
  - 6) Price Schedule and Sample Bill of Quantities; and
  - 7) Bid Form
  - 8) Schedule of Supplementary Information
  - 9) Such further documents as may be expressly incorporated in the Letter of Acceptance.
- (b) **Employer** - The party who employs the contractor to carry out the works or his duly authorized representative who can act on his behalf in supervising the implementation of the contract.
- (c) **Engineer** - Same as Employer.
- (d) **Contractor** - The party (a person or corporate body) who is employed by the Employer to carry out the works.
- (e) **Parties** - Refer to both Employer and Contractor.
- (f) **Works** - What the Employer requires the Contractor to do under the Contract, which may involve the use of labour, process technology, equipment, materials and suppliers.
- (g) **Plant** - Means machinery, apparatus, or instrument intended to form part of the works.
- (h) **Specifications** - Means the specifications of the works included in the Contract and any modification or addition made or approved by the Employer.
- (i) **Contract Price** – Price stated in the letter of Acceptance.
- (j) **Priced Bill of Quantities** - The quantities of works to be done together with their corresponding unit prices. Includes also the kind of labour to be employed and their day/hour rates.



- (k) **Drawings** - Include drawings, calculation, samples, patterns, models, manuals and other technical information provided by the Employer to the Contractor under the Contract for the execution of the Works.
- (l) **Unit Rate** - The price for a given measurement of Works or materials or labour used in the Works.
- (m) **Sub-Contract** - Is a person or corporate body who has a contract with the Contractor to carry out a part of the Work under the Contract.
- (n) **Commencement Date** - The date indicated in the Notice to Proceed as the date for commencement of Work.
- (o) **Completion Date** - Is the date stated in the Taking-Over Certificate that the Works were substantially completed on this date in accordance with the Contract.
- (p) **Taking-Over Certificate** - Is the certificate issued by the Employer in accordance with the provisions of the Clause 1, Article V, when the whole of the Works was completed or for any part of the works at different Dzongkhag that has been taken over by the Client.
- (q) **Variation Order** - An order issued by the Employer which involves changing any aspect of the Works.
- (r) **Defect** - Any part of the Works not executed and completed in accordance with the provisions of the Contract.
- (s) **Site** - Means the places provided by the Employer where the Works are to be executed and any other places as may be specifically designated in the Contract as forming part of the site.

## **B. Language and Enforcement of Contract**

The Contract is executed in English language. Enforcement of the contract will be in accordance with Bhutan laws and any dispute not settled by arbitration shall be brought to a Bhutan court having jurisdiction thereof.

## **C Amendments**

The contract shall be amended only by written agreement between the Parties, except in such cases where the Employer may, under the provisions of the Contract, issue written instructions which shall be accepted by the Contractor.

## **D. Settlement of Disputes**

Disputes arising from the implementation of the provisions of the contract shall be settled first by negotiations between the Parties in order to arrive at an amicable settlement. If negotiations fail, the matter will be settled by arbitration, whereby each of the parties will be entitled to appoint one arbitrator, and a third one to be appointed by mutual agreement to the parties. If either the Employer or Contractor fails to appoint a representative or if both of them cannot agree on the appointment





of a third member within 30 days from the date of agreement to refer the matter for arbitration, then the case will be referred to the concerned Dzongkhag Court for adjudication.

**ARTICLE II EMPLOYER'S AND CONTRACTOR'S OBLIGATIONS**

**E. Employer's General Obligations**

**1. Payment of the Contract Price**

The Employer shall pay the Contractor the contract Price in Ngultrum as stipulated in the contract. Payment(s) shall be made in accordance with the terms of payment and it is the Employer's obligation to ensure that funds are released on time and are made available as needed. The Employer must also ensure that issuance of certifications, authorizations, or pre-audit procedures are not unnecessarily delayed and that no undue inconvenience is suffered by the Contractor in obtaining payments.

**2. Measures for Commencement of Works**

The Employer shall take all the steps necessary to enable the Contractor to commence work in accordance with the Commencement Date. These include giving the Contractor possession of the site of work and access thereto, acquisition of rights-of-way if needed, provision of data on hydrological and sub-surface conditions, drawings and specifications, supply of equipment, materials or supplies if to be provided by the Employer, and appointment of the Employer's representative who will act as the Engineer on behalf of the Employer.

**3. Approvals and Authorizations**

The employer shall not unnecessarily withhold or delay giving any approval, authorization, instructions or notices as may be required by him under the provisions of the contract. Any issue, problem, or matter submitted to him for consideration or decision must be addressed promptly and decisively.

**F. Contractor's General Obligations**

**4. Execution of the Works**

The contractor shall execute and complete the Works and remedy any defects therein to the satisfaction of the Employer in accordance with the provisions of the Contract. He shall provide all the technical expertise, labour, materials, machinery and equipment, plant and temporary facilities necessary for the execution and completion of the Works in accordance with the drawings, specifications, and instructions provided by the Employer under the terms of the Contract.

The Contractor shall, with due care and diligence, design (to the extent provided for by the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, Plant, Contractor's Equipments and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects, so far as the



necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

The Contractor shall give prompt notice to the Engineer, with a copy to the Employer, of any error, omission, fault or other defect in the design of or executing the work.

**5. Early Warning**

The Contractor shall warn the Employer at the earliest opportunity of specific likely future events or circumstances which may adversely affect the quality of the works, increase the Contract Price or delay the Intended Completion Date. The Employer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Intended Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

The Contractor shall cooperate with the Employer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the Works and in carrying out any resulting instruction of the Employer.

**6. Performance Security**

On issuance of the Letter of Acceptance, the Contractor shall submit a performance security in favour of the Employer in the amount equivalent to **Ten percent (10%) of the contract price** to guarantee the faithful compliance of his obligations under the contract at the time of signing of the Contract Agreement. He shall provide such security in the form of a Bank Guarantee or irrevocable letter of credit acceptable to the Employer, issued by a bank in Bhutan. The performance security shall be valid until the date of issue of the Taking over Certificate. The cost of complying with the requirements of this clause shall be borne by the contractor.

The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract in the event of:

- (a) Failure by the contractor to extend the validity of the Performance Security as described in the preceding paragraph, in which the Employer may claim the full amount of the Performance Security;
- (b) Failure by the Contractor to pay the Employer an amount due, as either agreed by the Contractor or Clause 31 (Payment upon Termination) within forty two days after this agreement or determination; or
- (c) Circumstances which entitle the Employer to terminate the contract upon Clause 29 (Termination by the Employer), irrespective of whether notice of termination has given.

**7. Compliance with Laws, Rules and Regulations**

The Contractor shall, in the execution of the works, comply with all existing applicable laws, rules and regulations, and shall obtain the necessary permits, pay



the required fees and taxes, and indemnify the Employer against any claim or liability arising from the violation of any law, rule or regulation.

**8. Representation against Material Favors**

The Contractor declares that it has not given, nor promised to give; any money, gift or material favor or consideration to any government official, employee or any other bidder to secure the contract and that contrary action shall be sufficient ground for revocation of cancellation of the contract.

**9. Taxation**

The prices bid by the Contractor shall include all customs duties, import duties, business taxes, income and other taxes that may be levied in accordance to the laws and regulations. Nothing in the contract shall relieve the Contractor from his responsibility to pay any tax that may be levied by the Government.

**ARTICLE III CONDITIONS FOR EXECUTION OF THE WORKS**

**1. Commencement Date**

The employer shall issue a Notice to Proceed, which will be the basis for commencement of work by the contractor. The Contractor should start work not later than the date indicated in the Notice to Proceed. For justifiable reasons, the Employer and Contractor may subsequently agree on another commencement date.

**2. Time for Completion**

The Employer shall issue notice to proceed, which shall be the basis for commencement of work by the contractor. The contractor should start work not later than the date indicated in the notice to proceed. The contractor shall begin the Works on the Start Date and shall perform and complete the Works in accordance with the program submitted by him, as updated with the approval of the Employer, by the intended completion duration as below:

SI No	Division	Package	Name of Work	Project Duration
1	ESD Mongar	MOE1-R&M	ROW clearing and pole painting on Distribution Network in Chali, Tshakaling, Mongar and Saling gewogs under Electricity Services Division, BPC, Mongar.	4 months
2	ESD Mongar	MOE2-R&M	ROW clearing and pole painting on Distribution Network in Balam, Thangrong, Chaskhar, Drametse and Ngatsang gewogs under Electricity Services Division, BPC, Mongar.	3 months



**3. Extension of Time for Completion**

An extension of the time for Completion may be allowed by the Employer for the following reasons:

- (a) additional work has to be done;
- (b) adverse climate conditions or other natural calamities have caused work stoppages;
- (c) delay or impediment on the part of the Employer; and
- (d) there are unusual circumstances that have occurred which are not directly attributable to the Contractor.

The Contractor must give notice of any event causing a delay within twenty one (21) days of such occurrence and the Employer must within reasonable time decide on the extended date for completion.

**4. Sub-contracting of the Work**

The Contractor shall not sub-contract the work or any part of the work under any circumstances. Sub-contracting of works shall lead to termination of the contract and will lead to the forfeiture of performance security deposit.

**5. Work Program**

The Contractor shall prepare the Work Program for the execution of the works, if advisable, with the use of spread sheet or any other networks or equivalent. One original and two copies of such diagram must be provided to the Employer not later than twenty-one (21) days after the commencement Date. The work must cover all the activities for which the contractor is responsible and must ensure that the resource required for the execution of each activity are or will be available and taken into account in setting activity duration.

**6. Transportation of Materials**

Materials required for the execution of the Contract are to be transported to the work sites for all Packages by the Contractor at his own arrangements from the *BPC Micro stores Gyelposhing, Mongar.*

The contractor shall transport the materials to the sites in such a manner that materials required at the earliest will be first transported.

**7. Insurance**

The contractor shall obtain the following insurance coverage:

- (a) For the works (including plants and materials incorporated therein) and Contractor's equipment against loss or damage;
- (b) Against liability for accidental death or injury of any person, or loss or damage to any property arising out of the performance under the Contract. The Loss or damage of any material arising out of the performance under the contract shall be made good;



- (c) Against liability arising from accident suffered by the Contractor's workers while performing their work in accordance with Government rules and regulations. The insurance coverage shall be in such forms and amount as may be considered sufficient for the risk or liability insured against, and must be in force until the acceptance of the works; and
- (d) The Contractor shall avail full road accident insurance of goods during transportation from stores to work sites. The insurance policy should protect the goods during the vehicle accident viz. vehicle off road, head on collision, etc.

The Contractor shall assume full responsibility for the care and protection of the works, materials and plants from the Commencement Date to the date of acceptance of the whole of the Works, or of any section thereof in case of partial completion. Any loss or damage of the works occurring during this period shall be from the contractor's account. However, if the loss or damage is caused by Force Majeure, including war, civil insurrection, fires, floods, epidemics and earthquakes, the cost of restitution therefore may be considered as an addition to the Contract Price to the extent that it is not recoverable from the proceeds of any insurance coverage.

#### **8. Contractor's Superintendence**

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor, or a competent authorized representative approved of by the Engineer, which approval may at any time be withdrawn, shall give his whole time to the superintendence of the Works. Such authorized representative shall receive, on behalf of the Contractor, instructions from the Engineer. If approval of the representative is withdrawn by the Engineer, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving notice of such withdrawal, remove the representative from the Works and shall not hereafter employ him again on the Works in any capacity and shall replace him by another representative approved by the Engineer.

#### **9. Engineer at Liberty to Object**

The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Engineer. Any person so removed from the Works shall be replaced as soon as possible.

#### **10. Setting Out**

The Contractor shall be responsible for setting out the works and for ensuring the correctness of the positions, levels, dimensions and alignment of the works. The route alignment, identification of locations for the construction of substations and



pole fixing will be conducted by the Contractor in the presence of the representative engineer from the Employer. All the above settings have to be approved by the Site Engineer of the Employer prior to the commencement of works. All the measurements will be taken by the Site Engineer only for the works approved by the Employer. At any time during the execution of the works, the Contractor shall correct any error at his own expense when required to do so by the Employer. Boreholes, exploratory excavations or soil testing may be done if instructed by the Employer. In case, costs of boreholes or explanatory excavations or soil testing are not included in the Contract Price, the cost shall be borne by the Employer.

#### **11. Safety of Operations and Protection of Environment**

The Contractor shall assume full responsibility for the adequacy and safety of site operations and the methods of construction 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 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 or other undesirable effects resulting from his method of operation.

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Sites (so far as the same is under his control) in an orderly state appropriate to the avoidance of danger to such persons;
- (b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the works or for the safety and convenience of the public or other; and
- (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or other resulting from pollution, noise or other causes arising as a consequence of his method of operation.

#### **12. Provision of Competent Personnel**

The Contractor shall provide adequate qualified technical personnel to supervise the Works and such skilled and semi-skilled labour as necessary to complete the Works within the time specified. He shall, subject to the approval of the Employer, appoint a competent authorized representative who will act on his behalf in receiving instructions from the Employer and in supervising the execution of the works.

#### **13. Compliance with Standards**



The Contractor shall ensure that the quality of the materials, plants and workmanship meet all standards as specified in the Contract. Whenever a specific standard is mentioned in the specifications, it is intended only as a reference and equivalent or superior standards are equally acceptable subject to prior approval of the Employer. The execution procedure should be strictly adhered as specified in Section-IV, Technical Specification.

**14. Responsibility to Rectify Loss or Damage**

If any loss or damage happens to the Works, or any part thereof, materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, the Contractor shall, at his own cost, rectify such loss or damage so that the Permanent Works conform in every respect with the provisions of the Contract to the satisfaction of the Employer. The Contractor shall also be liable for any loss or damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations.

**15. Examination of Work**

The Employer shall have the right to conduct whatever tests or inspections it may consider necessary to determine whether or not the work is being executed in accordance with the provisions of the contract. Such right may include testing of samples of materials used in the works, examination of the quality of the workmanship and conformity of the works to drawings and specifications.

The Contractors shall provide such facilities, apparatus and instruments, sample of materials, manpower and other forms of assistance that are needed in conducting the tests or inspections. Tests may be done in the workshops or at the site of operations and the date and time for carrying them out should be agreed upon between the Employer and the Contractor.

If the Employer determines, after inspections, that materials used or the work done are defective in any respects, he may reject the said materials or Works and demand that the Contractor rectifies the defects by replacing the materials or by re-executing the works. If the Contractor fails within a reasonable period of time to such action as instructed by the Employer, the Employer shall have the right to employ other persons to carry out the same and the cost shall be borne by the Contractor.

**16. Monitoring of Work Progress**

At such time as will be agreed upon between the Employer and the Contractor, a periodic review meeting of the progress made will be undertaken. Based on the actual progress achieved, if necessary, an up-date of the work program for the execution of the remaining works will be prepared by the Contractor taking into account the effect of variations and additional works to be undertaken. Failure to submit an up-dated work Program will entitle the Employer to withhold payment of the next amount due as progress payment.

If delay is being encountered in the execution of the Works as determined against the approved Work program, the Employer and the Contractor shall, after



examining the causes of the delay, agree on appropriate measures to be taken in order to make up the delay and to avoid further work slippages.

The Employer's acceptance of any revised Work Program shall not relieve the Contractor of his obligations under the contract.

**17. Variation Orders**

The Employer may, at any time during the progress of the Works, make variations in the form, quality or quantity of the works. Such variations may consist of the following:

- (a) Increase or decrease in the quantity of work to be done as indicated in the Contract;
- (b) Omission or insertion of any item of work;
- (c) Change in the level, lines, positions and dimensions of any part of the works;
- (d) Change in the character, quality, or kind of any work;
- (e) Additional work of any kind; and
- (f) Change in the sequence or timing of construction activities.

The Employer can order a variation by issuing a written instruction to the Contractor. A variation made shall not, in any way, vitiate or invalidate the Contract.

All variations, except under item (a) above, shall be valued at the rate and prices set out in the Contract ("Bill of Quantities"). If the Contract does not contain any rate(s) applicable to the variations, suitable rates or prices will be agreed upon between the Employer and the Contractor. In the event of disagreement between the parties, the Employer shall fix the rates as may consider fair and appropriate and shall notify the contractor.

The Contractor shall not make any such variation without an instruction of the Engineer.

For variations under item (a) increase or decrease in the quantities of work, variations shall be valued at the rates and prices set out in the Contract, if the variation in quantity is within the limit of (+/-20%) for each item of work. If the final quantity of the work executed varies from the quantity in the Bill of Quantities of the Contract for that item by more than +/-20%, and the value of this variation exceeds one percent (1%) of the Original Contract Prices stated in the Letter of Acceptance, the excess quantity over the limit shall be paid to the Contractor at a suitable rate or price agreed upon between the Employer and the Contractor. In the event of disagreement between the parties, the Employer shall fix the rates and prices as may be considered fair and appropriate and shall notify the Contractor. If the value of this variation is less than one percent (1%) of the Original Contract Price, the excess quantity shall be paid to the Contractor at the unit rate or price set out in the Contract.





The value of all variations shall be taken into account in determining the final Contract Price.

*Note: It may however, be noted that even in the event of any variation beyond this limit, payments are made strictly based on the actual volume of work executed and at the same rate or price set out in the Contract.*

**18. Instructions for Variations**

The Contractor shall not make any such variation without an instruction of the Engineer. Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantity.

**19. Measurement of works**

The quantities set out in the Bill of Quantities should be considered as estimates and may not necessarily be the actual and correct quantities of work to be performed under the Contract.

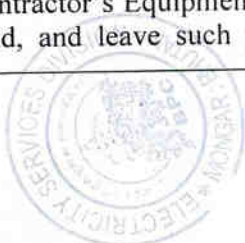
The Contractor shall be responsible for the measurements of Works and the preparation of its bills. The measurement of works shall be carried out jointly by the Employer's representative and the contractor. The Employer's Representative shall record the measurements in the measurement book in accordance with the Financial Manual. The record entered in the measurement book shall be signed by the Employer's representative and countersigned by the contractor. The works shall be measured net except otherwise provided for in the specifications.

No part of the Works shall be covered up or put out of view without the approval of the Employer's representatives and the Contractor afford full opportunity for the Employer's representative to examine and measure any such part of the works which is about to be covered up or out of view. The contractor shall give due notice for examination and measurement. The Employer's representative shall, without unnecessary delay, arrange for examining and measuring such part of the works, unless he considers it unnecessary and advises the Contractor accordingly.

**20. Guarantee of Works after Completion Date**

The contractor guarantees that the work performed, and the materials and equipment furnished shall be free from defects, that they comply with the prescribed specification and that they passed the required performance tests. This guarantee shall be **for a period of twelve (12) months** after the Completion of the whole Works known as defects liability period and within that period, the Contractor commits itself to repair or replace, promptly and without charge, any work, equipment and materials or part thereof which fail to meet the aforementioned guarantee.

Upon the issue of any Taking-Over Certificate, the Contractor shall clear away and remove from that part of the Site to which such taking-over Certificate relates all Contractor's Equipment, surplus material, rubbish and Temporary Works of every kind, and leave such part of the Site and Works clean and in a workmanlike



condition to the satisfaction of the Engineer. Provided that the Contractor shall be entitled to retain on Site, until the end of the Defects Liability Period, such materials, Contractor's Equipment and Temporary Works as are required by him for the purpose of fulfilling his obligations during the Defects Liability Period.

**21. Indemnity for Infringement of Property Rights**

The Contractor shall indemnify the Employer for any claim, cost or liability on account of any infringement of any patent, trademark, trade name or any protected right in respect of equipment, materials or plants used in the Works except where such infringement results from compliance with the design or specifications provided by the Employer.

**22. Storage of Plant and Materials**

The Contractor shall provide adequate and safe facilities for storing Plant and materials that will be used in the execution of the works. They must be neatly piled and compactly stored in the places that provide clear access to the site and without causing any inconvenience or create any danger to the public.

Excavated materials, wreckage and waste products, shall be disposed-off quickly so as not to cause unnecessary obstruction or create sanitation/environmental problems.

The loading of materials to their trucks will also be arranged by the Contractor and will comply with the instruction issued by the Stores Officer of the Employer.

If there is any balance material or materials to be returned, *the Contractor shall hand over the same as per Annexure I after 90% of the work Completion.* The Contractor should meet all associated cost to this effect and the Employer shall not be responsible for any cost involved.

*If the Contractor fails to return the balance materials in full set of each item, the Contractor shall pay employer's purchasing cost of the items plus 50% on the purchasing cost to the Employer. Final bills shall be released only after return of all balance materials.*

Any excess materials returned by the Contractor will not be taken by the Employer and paid for.

**23. Facilities for Other Contractors**

The Contractor shall, upon the instructions of the Employer, provide other contractors and workmen employed by the Employer, reasonable opportunity for carrying out the works and if required, to make available the use of roads, equipment and labour subject to additional compensation as may be determined by the Employer.

**24. Unforeseen Obstacles**

If during the execution of the works, the Contractor encounters physical obstructions or adverse geological or hydrological conditions on the site that could



not have been reasonably foreseen, he shall give notice to the Employer, and both the Contractor and the Employer will determine:

- (a) To what extent and extension of time will be necessary, and
- (b) The amount of additional costs which have been incurred by reason of such abstractions or conditions and how, and by whom the cost will be borne.

**25. Discoveries**

Anything of historical or other interest or of significant value discovered on the site shall be the property of the Employer. The Contractor shall notify the employer of such discoveries and carry out in accordance with the instructions of the Employer for dealing with such discoveries.

**26. Outbreak of Hostilities**

If during the period when the contract is in force, which may be before or during the execution of the works, there is an outbreak of hostilities between the armed opposite forces, which may impede or render impossible the commencement, continuance or completion of works, then the parties shall agree between themselves as to what steps will be taken under the circumstances, including a deferment or temporary suspension of the works or even termination of the Contract. However, the Contractor shall, until the decision has been reached, endeavor to start or complete the execution of the works to the best of his ability in close consultation with the Employer.

In case of termination by reason of outbreak of hostilities, the Employer shall pay the Contractor whatever amounts are due for Work already performed and for such other expenditures which the Contractor has incurred in accordance with the provisions of the Contract.

**27. Suspension of work**

The Employer may suspend the execution of the Works or any part thereof and the Contractor shall, during such suspension, protect the Works against loss or damage due to adverse external conditions. If the suspension is not due to default or breach of Contract on the part of the Contractor, an extension of time for the completion of works will be allowed, as may be determined by the Employer. The Employer and the Contractor may also agree on the amount to be added to the Contract Price by reason of such suspension.

Should the suspension which is not caused by the default of the Contractor last for more than forty five (45) days, the Contractor may request thereafter permission to continue with the works giving his reasons thereof. If permission is not granted without justifiable reason within twenty one (21) days after permission has been requested, such denial may be treated as Employer's default and the Contractor shall be entitled to terminate his employment under the Contract.

The Contractor shall be entitled to suspend the execution of the works if the Employer fails or refuses to pay the Contractor any amount due under the Contract within sixty (60) days after the amount becomes due and payable, after prior presentation of Notice for Payment. Should the Employer pay subsequently after



such suspension or reduction of Work, the Contractor shall resume normal work as soon as is reasonably possible.

**28. Liquidated Damages**

If the Contractor fails to complete the whole of the works, or any part thereof within the time agreed upon for completion, the Employer shall have the right to collect from the Contractor liquidated damages equivalent to **0.1 percent of the Contract Price for every Day of delay**. However, the total amount of liquidated damages shall not exceed ten percent (10%) of the Initial **Contract Price**.

**29. Termination of Contract by Employer**

The Employer may terminate the Contract upon thirty (30) days notice to Contractor on the ground that:

- (a) Contractor has stopped working continuously for ten (10) days and in spite of repeated (three times) notice by Employer to start the work.
- (b) In the opinion of the Employer, in spite of repeated notice, Contractor was not able to deploy sufficient manpower at site to execute the Contract and may not be in position to complete the work as per schedule.
- (c) Continuance of the work has become impossible, or will work adversely against the Employer's interest.
- (d) The Contractor has become insolvent or financially incapable of completing the works or has assigned his assets for the benefit of his creditors.
- (e) The Contractor has violated certain important provisions to the Contract, such as Sub-Contracting of the works without the approval of the Employer in writing, failure to comply technical specifications, poor workmanship, unreasonable delay, etc., and has failed to take compensatory measures.

**30. Corrupt or Fraudulent Practices:**

If the employer determines that the contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the contract, then the Employer may, after giving 14 days' notice to the contractor terminate the Contractor's employment under the contract and expel him from the site, and the contractor shall stop the work immediately, make the site safe and secure, and leave the site as soon as reasonably possible.

For the purpose of this Clause:

- (a) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (b) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit to avoid an obligation;
- (c) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;



- (d) "coercive practice" is impairing or harming, or threatening to impair to harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (e) "Obstructive practice is"
  - (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation of making false statements to investigators in order to materially impede any investigation into allegations of corrupt, fraudulent, coercive or collusion practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or pursuing the investigation; or
  - (ii) acts intended to materially impede the exercise of the inspection and audit rights of the Employer or organization or person appointed by the Employer and/or relevant RGoB agency.

**31. Payment upon Termination**

If the Contract is terminated because of a fundamental breach of Contract by the Contractor and/or due to violation of any of the provisions under the Integrity Pact by the Contractor, the Project Manager shall issue a certificate for the value of work done and materials ordered less advance payments received up to the date of the issue of the certificate and less the value of work not completed.

**32. Take Over of the Works by the Employer**

In case of termination under Clause 29 above, the Employer will take possession of the works, materials, tools, equipment and other properties of the Contractor which have been provided in connection with the Works, and may continue and complete the works by whatever manner or method it deems best including the employment of another contractor. The cost of completing the same shall be deducted from whatever monies are due to the Contractor had the Contract not been terminated. If the amount due to the Contractor is less than the residual cost of completion, the Contractor shall pay the difference; if the residual cost is less, the Contractor shall have no claim to the excess, except for payment for rentals for the use of the Contractor's cost of protecting and securing the Works, and less all payments received by the Contractor up to the date of the Certificate.

**33. Termination of Contract by Contractor**

The Contractor may terminate the Contract upon thirty (30) days notice to the Employer where;

- (a) The works have been suspended by the Employer for sixty (60) days and no permission to resume work has been granted, and
- (b) The Employer has failed to pay any substantial sums due to the Contractor under the terms of the Contract within the time specified for payment.



**34. Termination without Prejudice to Other Rights**

The right of either the Employer or the Contractor to terminate the Contract in accordance with the foregoing provision is without prejudice to any actions, or remedies which either party may take under the provisions of the Contract.

**ARTICLE IV PAYMENT PROVISIONS**

**1. Cash Flow Estimates**

The Contractor shall submit a quarterly cash flow estimate indicating the amount of quarterly payments expected to be made under the Contract based on the approved Work Program.

**2. Advance Payment**

The Contractor shall be eligible for advance payment of ten percent (10%) of the Contract Price excluding provisional sum and contingency, which can only be used to pay for equipment and other mobilization expenses required to start the works. The advance payment will be made only upon submission to the Employer of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amount equal to the advance payment. Such guarantee shall remain effective until the advance payment has been repaid fully.

The advance payment shall be repaid by the Contractor through percentage deduction from the interim progress payments and that the advance payment shall be fully repaid prior to the time when eighty percent (80%) of the Contract Price has been certified for interim progress payment. The amount of the bank guarantee may proportionately be reduced with every repayment made by the Contractor.

**3. Retention Money**

From each amount due for payment, the Employer will deduct ten percent (10%) thereof as Retention Money. Such deductions will be made until the completion of the Works and shall serve as a guarantee that any defects discovered during the Defects Liability Period will be corrected. Upon the expiration of the Defects Liability Period, the remaining balance to the retention money will be returned to the Contractor.

The Employer and the Contractor may agree that after the completion of the Works but during the warranty period, the Retention Money or part thereof will be returned to the Contractor and in lieu thereof, a bank guarantee may be put up by the Contractor.

**4. Material at Site**

Not Applicable.

**5. Additional Claims**

Should the Contractor have any additional claims for payment pursuant to any provision of the Contract, he shall advise the Employer about such claims, and



submit to the Employer full details thereof including the basis of the claims. The Contractor shall permit the Employer to examine all records relevant to the claims.

Within thirty (30) days after receipt of the claims, the Employer shall establish the veracity and propriety of the claim and shall communicate to the Contractor his decision. The Employer may decide to pay the full amount claimed, or may opt to pay just part thereof, to the extent of what has been substantiated by the evidence submitted by the Contractor. In case of disagreement, an arbitrator(s) may be appointed by the parties to resolve any difference between them.

**6. Price Adjustment**

The rates and prices in the Bill of Quantity are fixed for the duration of the contract. Hence, no price adjustment shall be applicable under the contract.

**7. Terms of Payments**

The Contractor shall submit monthly bills/invoices for completed works. The bills/invoices must be supported by joint measurement duly signed by the Engineer of the Employer. Based on these measurements, the Employer shall then review and verify the bills/invoices submitted by the Contractor and determine how much is actually payable to the Contractor after necessary deductions. The Employer may make any correction or modification in any previous payments which has been approved by him.

The Final Payment by the Employer to the Contractor in respect of the whole Works under the Contract shall be made as per Clause 2, Article V.

Payment shall be made by the Employer within sixty (60) days from receipt of statement, unless delay is encountered in the submission of supporting documents if required by the Employer.

**ARTICLE V COMPLETION OF THE WORKS**

**1. Taking – Over Certificate**

When whole of the works have been substantially completed and satisfactorily pass any tests on completion prescribed by the Contract, the Contractor may give a notice to this effect to the Employer, accompanied by a written undertaking to finish with due expedition any minor outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Employer to issue a Taking-Over Certificate in respect of the work. The Employer shall either issue a Taking-Over Certificate, stating the date on which the works were completed in accordance with the Contract, or give instructions in writing to the Contractor specifying all the work, including any defects in the Works affecting completion, which is required to be done before the issue of such certificate. The contractor shall be entitled to receive such Taking-Over Certificate within 21 days of satisfactory completion of the works so specified and remedying any defects so notified.



**2. Statement of Completion**

After the issue of the Taking-Over Certificate in respect of the whole works and when the minor outstanding works have been completed including the final clean-up of the Site has been performed, the Contractor shall submit the Employer a Statement of Completion which shall show in detail:

- (a) The final value of the work done in accordance with the Contract, including variations.
- (b) Any further sums that are due to the Contractor and remain unpaid.

Upon receipt of such statement, the Employer shall conduct a final inspection of the Works, measure the works and within Forty five (45) days from receipt of the statement of Completion prepare a final estimate and present the same to the Contractor for his concurrence. This statement, if approved by both parties, is the Final statement and the total amount of the Final Statement represent full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract.

**3. Contractor's Liability**

Neither the final inspection nor the preparation of the Final Statement by the Employer, nor the issuance of the Taking-Over Certificate to the Contractor, nor the payment of the amount due, nor the possession by the Employer of the Work, shall operate as a waiver of the provision of the Contract, and the Contractor shall remain liable for a period of Twelve (12) months from the date of completion, stated in the Taking-Over Certificate, for any defect or damage arising from any violation or lack of compliance with the covenants and conditions of the Contract.

Any work of reconstruction and correcting of defects must be done within thirty (30) days from receipt of advice of the existence of such defects by the Contractor. The cost of such works shall be for the account of the Contractor if the defect(s) were due to:

- (i) The use of materials, plant or workmanship not in accordance with the Contract;
- (ii) Fault in design for which the Contractor was responsible; and
- (iii) Failure on the part of the contractor to comply with any obligation under the contract.

Neither shall the Contractor be released of any unfulfilled obligations including, but not limited to, the payment of taxes due to him, and for unpaid claims for labour, materials and equipment used in the works.





# **Section IV**

## **TECHNICAL SPECIFICATIONS**



## 1. 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.
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. 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>	0.9 m	0.7 m	0.7 m	#	#
• Horizontal	1.0 m	0.6 m	0.6 m	0.3 m	#
• Vertical					
<b>Clearance from buildings</b>	1.8 m	1.2 m	1.2 m	1.2 m	#
• Horizontal	3.7 m	3.7 m	3.7 m	2.5 m	#
• Vertical					
<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	#

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

**3. Painting of MV and LV poles**

Should carry out as per the instruction of BPC officials and as per the BPC standard.



# Section V

# PRICE SCHEDULES



**Price Schedule for Package: MOE1-R&M**

**ROW clearing and pole painting on Distribution Network in Chali, Tshakaling, Mongar and Saling gewogs under Electricity Services Division, BPC, Mongar.**

Sl.No.	Description of Work	Unit	Qty	Rates in Nu.	Amount in Nu.
				In Figure	
1	ROW clearing on Distribution Network in Chali, Tshakaling, Mongar, Drepong, Tsamang and Saling gewogs under Electricity Services Division, BPC, Mongar.				
1.1	ROW Clearing of 11kV MV line (9m width)	KM	122.870		
2	Pole painting at Chali, Tshakaling, Mongar, Drepong, Tsamang and Saling gewogs under Electricity Services Division, BPC, Mongar.				
2.1	Painting of LV poles.	No	695		
<b>Total Amount:</b>					
<b>Total amount in words:</b>					

*Note: The Alluminum paints and black paint will be provided by BPC however the rates quoted should be inclusive of local transportation cost from ESD stores to respective work sites.*



**Price Schedule for Package: MOE2-R&M**

**ROW clearing and pole painting on Distribution Network in Balam, Thangrong, Chaskhar Drametse and Ngatsang gewogs under Electricity Services Division, BPC, Mongar.**

Sl.No.	Description of Work	Unit	Qty	Rates in Nu.	Amount in Nu.
				In Figure	
1	ROW clearing on Distribution Network in Balam,Thangrong,Drametse and Ngatsang gewogs under Electricity Services Division, BPC, Mongar.				
1.1	ROW cutting of MV line of 33 kV Yadhi Ngatsang feeder between Chompa to Larjab	KM	98.870		
2	Pole painting on Distribution Network in Balam,Thangrong,Drametse and Ngatsang gewogs under Electricity Services Division, BPC, Mongar.				
2.1	Painting of LV poles	No	390.00		
<b>Total Amount:</b>					
<b>Total Amount in words:</b>					

*Note: The Alluminum paints and black paint will be provided by BPC however the rates quoted should be inclusive of local transportation cost from ESD stores to respective work sites.*



# **Section VI**

# **BID FORM**



**Section-VI  
BID FORM**

To: Divisional Manager,  
Electricity Services Division,  
Bhutan Power Corporation Limited,  
Mongar: Bhutan

Gentlemen:

1. We have examined and have no reservation to the Bidding Document including the addenda No :
2. We offer to execute in conformity with the Bidding Document and in accordance with the completion schedule specified in the Bidding Document.
3. The Total Price of our Bid, excluding any discounts offered in item (4) below is:  
.....  
.....  
.....
4. The discounts offered and the methodology for their application are:  
.....  
.....
5. We undertake, if our Bid is accepted, to complete the Works within given duration, calculated from the date of site handing over.
6. If our Bid is accepted, we will provide the performance security equal to **Ten percent (10%) of the contract price** for the due performance of the Contract.
7. Our bid shall be valid for a period of **ninety (90) days** from the date fixed for the bid submission deadline in accordance with Bidding Document, and it shall remain binding upon us and may be accepted at any time before expiration of that period.
8. We are not participating, as bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document.
9. We understand that this Bid, together with your written acceptance thereof in your Notification of Award, shall constitute a binding contract between us, until a formal contract is executed.
10. We understand that you are not bound to accept the lowest-priced of any Bid that you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

duly authorized to sign bids for and on behalf of \_\_\_\_\_

**Address:**

\_\_\_\_\_

**Witness**

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

**Address:**





# **SECTION – VII**

# **SAMPLE FORMS**



## **SECTION – VII**

1. Bid Security Form
2. Contract Form
3. Performance Security Form
4. Advance Payment Security Form
5. Form of Information for Establishment of Bidder's Eligibility.
6. Form of Information for Establishment of Bidder's Qualification.
7. Average Performance Scoring Form
8. Confirmation of litigation History



## 1. Bid Security Form

WHEREAS \_\_\_\_\_ (Hereinafter called "the Bidder") has submitted its bid dated \_\_\_\_\_ for the construction of \_\_\_\_\_ (*Name of the package*) (hereinafter called "the Bid").

**KNOW ALL MEN by these presents that WE \_\_\_\_\_ of \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") and bound unto Bhutan Power Corporation Limited (*hereinafter called the Employer*) in the sum of \_\_\_\_\_ (*Amount of the Guarantee in Words and Figures*) \_\_\_\_\_, for which payment well and truly to be made to the said Employer, the Bank binds itself, its successor and assigns, by these present. Sealed with the Common Seal of the Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

THE CONDITIONS of this obligation are:

1. if the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid form; or
2. if the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form, when requested; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the Employer up to the above amount, according to, and upon receipt of, its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two above-stated conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including \_\_\_\_\_ days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than such date.

[NAME OF BANK]

by

(Title)

Authorized representative



## 2. Contract Form

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between Bhutan Power Corporation Limited (hereinafter "the Employer") of the one part and \_\_\_\_\_ (hereinafter "the Contractor") of the other part.

WHEREAS THE Employer is desirous that certain works should be executed by the Contractor, viz. \_\_\_\_\_ and has accepted a Bid by the Contractor for the execution and completion of such works and remedying of any defects therein. (Hereinafter "the Contract Price").

Now this agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and read and construed as part of this Agreement, viz:
  - (a) Letter of Acceptance;
  - (b) The said Bid;
  - (c) Condition of Contract;
  - (d) The drawings;
  - (e) The Price Schedules; and
  - (f) The Schedules of Supplementary Information.

This Contract sets forth the entire contract and agreement between the parties pertaining to the Works described herein and supersedes any and all earlier verbal or written agreements pertaining to the Contract.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

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 herein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract, at the times and in the manner prescribed by the Contract.
5. Any notice under this Contract shall be in the form of letter or facsimile. Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the



absence of such notice to the contrary, notice to the Employer shall be properly addressed to :

[Employer's address and electronic transmission address]

\_\_\_\_\_

and notice to the Contractor shall be properly addressed to :

[Contractor's address and electronic transmission address]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Signature of Contractor

Signed, Sealed and Delivered by the said

\_\_\_\_\_  
(For the Employer) in the presence of

Signed, Sealed and Delivered by the said \_\_\_\_\_  
(for the Contractor) in the presence  
of \_\_\_\_\_



### 3. Performance Security Form

To: The Asst. Finance Officer,  
Electricity Services Division,  
Bhutan Power Corporation Limited,  
Mongar: Bhutan

WHEREAS (Name of the Contractor) hereinafter called "the Contractor", has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ (name of the contract) (hereinafter called "bid").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee;

NOW THEREFORE we hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until \_\_\_\_\_ day of \_\_\_\_\_ 2021.

[NAME OF GUARANTOR]

By \_\_\_\_\_

(Title)  
Authorized Representative

Date:

\_\_\_\_\_  
Address:



#### 4. Advance Payment Security Form

To: Asst. Finance Officer, *Electricity Services Division, Bhutan Power Corporation Limited, Mongar, BHUTAN.*

[Name \_\_\_\_\_ of \_\_\_\_\_ Contract]

Gentlemen:

In accordance with the payment provision included in the Clause 45 of the General Conditions of Contract to provide for advance payment, [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with the Employer a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and word].

We, the [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Employer on its first demand without whatsoever right of objection on our part and without its first claim to the Contractor, in the amount not exceeding [amount of guarantee in figures and words.]

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until Bhutan Power Corporation Limited receives full repayment of the said amount from the Contractor.

Yours truly,

Signature \_\_\_\_\_ and \_\_\_\_\_ seal \_\_\_\_\_ of \_\_\_\_\_ the  
Guarantor: \_\_\_\_\_

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]



## 7. Average Performance Scoring Form (CON03)

Name of the Contractor:-

CDB Number:-

Name of the Client:-

Name of the Project:-

Name of Inspecting Engineer:-

Award Amount:-

Date of Start of Project:-

Final Contract Amount:-

Date of Completion:-

### Performance Score Table:-

<i>Sl/No</i>	<i>Description</i>	<i>Total Score</i>	<i>Score Obtained</i>
1	On-time completion	30	
2	Quality of execution	70	
Grand Total		100	

Prepared by:

Checked by:

Name and Signature (Site Engineer)  
Position  
Procuring Agency

Name and Signature (Supervising Engineer)  
Position  
Procuring Agency





Guideline for Average Performance Score from previous work (100 points)

This parameter gives points to the contractor based on its performance for every project the contractor executes.

The 100% performance score will be composed of the following parameters:

1. *On-time completion (30%)*
2. *Quality of execution (70%)*

**1. On-time completion (30 points)**

Scoring for this component of performance will be done by the site engineer (that is, the implementing agency). A contractor can be penalized under this component if (s)he fails to deliver the project as per the initial time-lines committed

The site engineer can penalize the contractor to an extent of 30 points. The quantum of penalty could vary as following:

- **10 points deducted for a minor default from 30 points**  
(if the final completion of the project is delayed by 10 - 15% as compared to original project duration)
- **20 points deducted for a medium default from 30 points**  
(if the final completion of the project is delayed by 15 - 25% as compared to original project duration)
- **30 points deducted for a major default from 30 points**  
(if the final completion of the project is delayed by 25% or more as compared to original project duration)

**2. Quality of execution (70 points)**

The scoring on this component of performance will be done by the Site Engineer based on the following guideline.

The scoring shall be conducted for each of the following types of construction:

1. Buildings (W3);
2. Roads(W1);
3. Bridges(W1);
4. Electrical/Telecommunication(W4);

For each of the above, following percentages shall be distributed:

1. Beginning of construction - 35%



2. During the construction - 35%  
 3. Completion of construction - 30%

Sl. No.	Construction Components	Scoring %	Score Obtained
<b>I</b>	<b>Beginning phase of Construction</b>		
a	Plant and Equipments	5	
b	Key Technical Personnel	10	
c	Documents (contract agreement, design, drawings)	5	
d	Layout and Alignment (Survey)	15	
<b>Sub Total</b>		<b>35</b>	
<b>II</b>	<b>During Construction</b>		
a	Quality of work executed	15	
b	Work executed as per drawing (Single Pole, Trenches, transformer foundation etc.)	10	
c	Use of Safety Gadgets	10	
<b>Sub Total</b>		<b>35</b>	
<b>III</b>	<b>Completion phase of Construction</b>		
a	Finishes (Concreting, Jointing etc.)	10	
b	Testing/Commissioning	10	
c	Materials Return on time.	10	
<b>Sub Total</b>		<b>30</b>	
<b>Grand Total</b>		<b>100</b>	

Note: - The above obtained score is to be scaled down to 70.



## 5. Form of Information for Establishment of Bidder's Eligibility

The Bidder shall submit with the Bid a letter from Ministry of Economic Affairs validating the license and this Form to evidence the Bidder's eligibility (Refer to Clause 13 in Section II Instruction to Bidders).

Name of Bidder:	
Class of License, registered for W4 in CDB	
CDB registration number	
Numbers of Work in Hand (as of the date of bid opening)	

If the Bidder has any work in hand, the information on the contract of work(s) in hand, shall be provided in the table below for all the contract(s):

### Contract No.1

Name of Project or Contract	
Name of Employer/Client	
Date of award by Employer/Client	
Date of completion scheduled	

### Contract No.2

Name of Project or Contract	
Name of Employer/Client	
Date of award by Employer/Client	
Date of completion scheduled	

### Contract No.3

Name of Project or Contract	
Name of Employer/Client	
Date of award by Employer/Client	
Date of completion scheduled	

Note) If the Bidder has more than 3 works in hand, the above table shall be added to describe all works in hand.

Name of Bidder: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_





**List of Skilled Employee**

Name of Employee	Position for the Project	Years of Experience	Graduate

**List of Experience of Works done on Similar Nature**

Name of Contract	Name of Employer	Completion Year	Contract Amount (Nu.)*

*Note) \* Approximate contract amount shall be mentioned in Nu.*

Name of Bidder: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_



## 8. Confirmation of litigation History, if any.

Litigation, if any	Parties Involved	Year of litigation	Disputed Amount

Name of the firm: .....

CDB Registration No: .....

.....  
 Authorized Signature with company seal and Legal Stamp

\*Authorized signatory (If the signing authority is not the proprietor himself/herself, please attach the Power of Attorney duly authorized by the proprietor of the company).



# WORK DETAIL



Work Detail for Package: MOE1-R&M

ROW clearing and pole painting on Distribution Network in Chali, Tshakaling, Mongar and Saling gewogs under Electricity Services Division, BPC, Mongar.

Sl.No	Description of Work	Unit	Qty
1	ROW Clearing pf 11kV MV line from Khalangzi to Tsamang via Kurizam, Lingmethang, Tsenzabi, Saling, Thridangbi.	Km	48.760
2	ROW Clearing for 11kV MV line from Kurizam RMU to Resa via Gyelpozhing, Drepong, Yongri, Kalapang and Mangling.	Km	35.820
3	ROW Clearing of 11kV MV line Chali/Tshakaling Feeder till MOE90H107	Km	10.387
4	ROW Clearing of 11kV MV line from Wengkhar to Karma sing/Chali	Km	5.432
5	ROW Clearing of 11kV MV line Tshakaling feeder from GPS point MOE90H107 to Gundrang via Rewan	Km	16.296
6	ROW Clearing of 11kV Wengkhar feeder til Themnangbe	Km	6.180
7	Painting of LV poles ( Drepong)	No	332.000
8	Painting of LV poles at Kalapang, Dombrang and Younari, Yongri, KHP dam area	No	132.000
9	Painting of LV poles ( Khalanzi area)	No	39.000
10	Painting of 11kV MV poles Mongar I & Mongar II feeder	No	150.000
11	Painting of 33kV MV poles Khalanzi feeder	No	42.000





**Work Detail for Package: MOE2-R&M**

**ROW clearing and pole painting on Distribution Network in Balam, Thangrong, Chaskhar, Drametse and Ngatsang gewogs under Electricity Services Division, BPC, Mongar.**

Sl.No	Description of Work	Unit	Qty
1	ROW cutting of MV line of 33 kV Yadhi Ngatsang feeder between Chompa to Larjab	Km	2.506
2	ROW cutting of MV line of 33 kV Yadhi Ngatsang feeder between Chompa to Korila	Km	1.150
3	ROW cutting of MV line of 33 kV Yadhi Ngatsang feeder between Korila to Tshanphu	Km	1.016
4	ROW cutting of MV line of 33 kV Yadhi Ngatsang feeder between Korila to Ngatshang	Km	4.518
5	ROW cutting of MV line of 33 kV Yadhi Ngatsang feeder between Ngatshang to Ropthangkhar	Km	0.480
6	ROW cutting of MV line of 33 kV Yadhi Ngatsang feeder between Tshanphu to Pangtoe	Km	1.980
7	ROW cutting of MV line of 33 kV Yadhi Ngatsang feeder between Ngatshang t-off to Yadhi	Km	2.830
8	ROW cutting of MV line of 33 kV Yadhi Ngatsang feeder between Ningla T-off to Pelshipu Junction	Km	0.230
9	ROW cutting of MV line of 33 kV Yadhi Ngatsang feeder between Yadhi to chaskhar via Youngbari	Km	5.293
10	ROW cutting of MV line of 33 kV Yadhi Ngatsang feeder between Chaskhar Pam to Sherichu	Km	2.740
11	ROW cutting of MV line of 33 kV Yadhi Ngatsang feeder between Yoegtong to Romangla via Lingkhar, Thangrong	Km	25.000
12	ROW cutting of MV line of 33 kV Odzorong feeder between Drametse to Narang	Km	12.000
13	ROW cutting of MV line of 33 kV Odzorong feeder between Drametse to Balam till Muhung and Sharpam	Km	13.500
14	ROW cutting of MV line of 33 kV Odzorong feeder between Sharpam to Yarab	Km	20.000
15	ROW cutting of MV line of 33 kV Odzorong feeder between Waichur to Drametse	Km	5.630
16	Painting of LV poles ( Ngatshang area)	No	120.000
17	Painting of LV poles ( Yadhi area)	No	150.000
18	Painting of LV poles ( Drametse area)	No	120.000

