

BHUTAN POWER CORPORATION LIMITED
ELECTRICITY SERVICES DIVISION
PUNAKHA: BHUTAN



TENDER NO.: BPC/ESD-PUNA/T-2/2022/02 dated
15th April 2022

BIDDING DOCUMENT

FOR LABOUR CONTRACT OF

- a. Construction Works associated with Right of Way (RoW) clearing of Distribution Lines and Pole Painting under Punakha Dzongkhag.**
- b. Plain Cement Concreting (PCC) of Substations.**
- c. Dismantling of Poles and Fittings.**



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INTEGRITY PACT



INTEGRITY PACT

1 General:

Whereas Sherab Dorji, Divisional Manager of ESD, Punakha 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)*, hereinafter referred to as the “**Bidder**” on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding document, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document. This IP is applicable only to “**large**” scale works, goods and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

2 Objectives:

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the **bidding process**¹ and **contract administration**², with a view to:

- 2.1 Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and
- 2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

3. Scope:

The validity of this IP shall cover the bidding process and contract administration period.

4. Commitments of the Employer:

The Employer Commits itself to the following:-

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

¹ 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.

² Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, unauthorized sub-contracting and contract handing/taking over.



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- 4.2 The Employer further confirms that its officials shall not favor 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 the rules and laws of the land in vogue.



7. Monitoring and Administration:

- 7.1 The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.
- 7.2 The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

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

The parties hereby sign this Integrity Pact at (place) Punakha on (date) _____



Affix
Legal
Stamp

EMPLOYER

BIDDER/REPRESENTATIVE

CID :

1	0	1	0	2	0	0	1	6	5	4
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CID :

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Witness: _____

Witness: _____

Name:

Name:

CID :

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CID :

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Section I
INVITATION FOR BIDS



**SECTION I
INVITATION FOR BIDS**

Date: 15th April, 2022

Tender No.: **BPC/ESD-PUNA/T-2/2022/02**

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

a. Construction Works associated with Right of Way (RoW) clearing of Distribution Lines and Pole Painting at Punakha and Gasa Dzongkhags.

Sl no	Description	Name of Package	Estimated amount (Nu) in million	Bid Security (Nu)	Contract Class	Time for completion (Duration)
1	Punakha	Package A	0.7	14,000	Small	6 months

b. Construction works associated with Plain Cement Concreting of Substations in and around Punakha Dzongkhag.

Sl no	Description	Name of Package	Estimated amount (Nu) in million	Bid Security (Nu) in million	Contract Class	Time for completion (Duration)
1	Punakha	Package B	0.5	10,000.00	Small	6 months

c. Dismantling of 33 kV line at Tashithang.

Sl no	Description	Name of Package	Estimated amount (Nu) in million	Bid Security (Nu) in million	Contract Class	Time for completion (Duration)
1	Punakha	Package C	0.35	8,000.00	Small	6 months

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

**Sr. Divisional Manager
Electricity Services Division
Bhutan Power Corporation Limited
Punakha: Bhutan
Telephone No. : +975-2-584314**

- 7 The detail invitation and the soft copy of the bidding document is available at <http://www.bpc.bt>. The bidders who have downloaded and printed the bid document by themselves and wish to participate should register with ESD, BPC Punakha on or before the closing of the bid sale date upon the submission of written application together with a valid license and CDB registration certificate at the above address and make payment of Nu.200.00 (Ngultrum Two hundred) non refundable to make the bid enforceable.

- 8 As per the prerequisite of Royal Government of Bhutan, all interested bidders must complete



signing the Integrity Pact (IP) with Sr. Divisional Manager, Electricity Services, BPC, **Punakha** at the time of purchase of bidding document. In order to sign the IP, the prospective bidders should accompany a witnesses along with one legal stamp.

- 9 All bids must be accompanied by a Bid Security amount indicated against individual package in Bhutanese Ngultrum (Nu.), and must be delivered in accordance with the Instructions to Bidders on the date indicated in the Bidding Documents. The date of sale of document shall be from 15th April 2022 to 16th May 2022 and last date of **SUBMISSION** of document is on 16th May 2022 on or before 02:30 PM and will be publicly open at 03:00 PM on the same date.


(Sr. Divisional Manager)



Section II

INSTRUCTIONS TO BIDDERS



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Section II: Instructions to Bidder (ITB)

A. General

1. Scope of Tender	<p>1.1 The Employer, as indicated in the BDS issues this Bidding Document for the procurement of Works as specified in Section 6 (Employer's requirement): The name, identification and identification of this bidding are provided in the BDS.</p> <p>1.2 The successful Bidder will be required to complete the Works within the Time for Completion stated in the Special Conditions of Contract (SCC).</p> <p>1.3 Throughout this Bidding Documents;</p> <ul style="list-style-type: none">(a) The term "in writing means communicated in written form with proof of receipt;(b) If the context so requires, singular means plural and vice versa; and(c) "day" means calendar day.
2. Corrupt Fraudulent Collusive or Coercive Practices	<p>2.1 The Royal Government of Bhutan requires that Employers and the Bidders shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.</p> <p>2.2 In pursuance of this requirement, the Employer shall</p> <ul style="list-style-type: none">(a) exclude the bidder from participation in the procurement proceeding concerned or reject a proposal for award; and(b) declare a bidder ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds; <p>2.3 If it, at any time, determines that the bidder has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract under the public funds.</p> <p>2.4 The Government defines, for the purposes of this provision, the terms set forth below as follows :</p> <ul style="list-style-type: none">a) "corrupt practice"¹ 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"² is any intentional act or omission including

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

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



	<p>misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefits or to avoid an obligation;</p> <p>c) "collusive practice"³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>d) "coercive practice"⁴ is impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.</p> <p>2.5 The bidder shall be aware of the provisions on fraud and corruption stated in GCC Clause 3 and GCC Sub-Clause 34.2(d).</p> <p>2.6 The RGoB requires that the Employer's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.</p>
3. Eligible Bidders	<p>3.1 Bidders of the categories specified in the BDS are eligible to participate in this bidding process.</p> <p>3.2 The Employer shall invite Bids using the Open Tendering Method (National Competitive Bidding) or limited tender as applicable.</p> <p>3.3 The bidder shall meet the qualification requirement stated in the BDS</p>
4. Site Visit	<p>4.1 The Bidders, at their own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the bid and entering into a Contract for performance of the Works. The costs of visiting the Site shall be at the bidder's own expense.</p>
<h2>B. Content of Bidding Document</h2>	
5. Contents of Bidding Documents	<p>5.1 The sections comprising the Bidding Document are listed below and should be read in conjunction with any Amendment issued in accordance with ITB Clause 7:</p> <p style="text-align: center;">PART 1 Bidding Procedures</p> <ul style="list-style-type: none"> • Section 1: Instructions to Bidders (ITB) • Section 2: Bidding Data Sheet (BDS) • Section 3: Evaluation and Qualification Criteria • Section 4: Bidding forms • Section 5: General Conditions of Contract (GCC) • Section 6: Special Conditions of Contract (SCC) • Section 7: Contract Forms • Section 8: Bill of Quantities & Specifications • Section 9: Drawings <p>5.2 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the</p>

³ 'parties' refers to participations in the procurement process including public officials attempting to establish bid prices at artificial, non competitive levels.

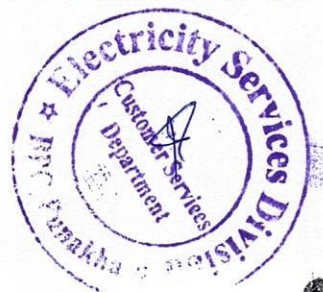
⁴ A 'party' refers to a participant in the procurement in the procurement process or contract execution.



	<p>source stated by the Employer in the Invitation for Bids.</p> <p>5.3 The Bidder is expected to examine all instructions, forms terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.</p>
6. Clarification of Bidding Documents	6.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS .
7. Amendment of Bidding Documents	7.1 At any time prior to the deadline for submission of Bid, the Employer may amend the Bidding Document by issuing addenda and extend the deadline for the submission of bids at its discretion. Any amendment issued shall become an integral part of the Bidding Document and shall be communicated in writing to all those who have purchased the Bidding Document.
<h3>C. Preparation of Bids</h3>	
8. One Bid per Bidder	8.1 A Bidder shall submit only one (1) Bid. A Bidder who submits or participates in more than one (1) Bid shall cause all the proposals with the Bidder's participation to be disqualified.
9. Bid Preparation Costs	9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bids, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
10. Language of Bid	10.1 All documents relating to the Bid shall be in the language specified in the BDS.
11. Documents comprising the Bid	<p>11.1 The original and copy(ies) of Bid submitted by the Bidder shall comprise the following:</p> <ul style="list-style-type: none"> (a) The Bid form (in the format indicated in Section IV – Forms of Bid, Qualification Information, Letter of Acceptance, and Contract); (b) License and certificate (c) Bid Security in accordance with Clause 19; (d) Priced Bill of Quantities; (e) and any other materials required to be completed and submitted by Bidders, as specified in the BDS. <p>11.2 The Instruction to Bidders, Bidding Data Sheet, General Conditions of Contract, Special Conditions of Contract, Specifications and drawings are for the information of the bidders and is not required to be submitted by the bidder,</p>



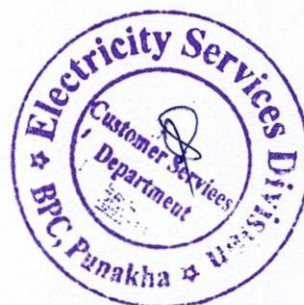
12 Letter of Bid and Schedule	12.1	The letter of Bid, Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section 4 (Bidding Forms), if so provided in BDS. The forms must be completed without any alterations to the text, and no substitutes shall be accepted.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



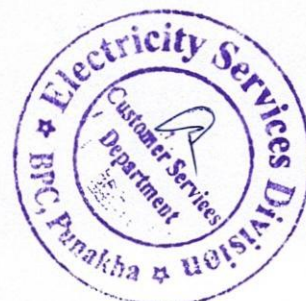
	<p>c) Cash Warrant</p> <p>19.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may solicit the Bidder's consent to an extension of the Bid validity period. The request and responses shall be made in writing. The validity of Bid Security shall be suitably extended promptly.</p> <p>19.3 The Bid Security may be forfeited:</p> <p>(a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity. Further the bidder may be excluded from future participation for a period of two years.</p> <p>(b) if the Bidder does not accept the correction of the Bid price, pursuant to clause 31; or</p> <p>(c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to sign the Agreement; or furnish the required Performance Security.</p>
20 Format and Signing of Bid	<p>20.1 The Bidder shall prepare one (1) original of the documents comprising the Bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall prepare the number of copies of the Bid, as specified in the BDS and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>20.2 The original and each copy of the Bid shall be typed or written in indelible ink and shall be signed by the person duly authorized to sign on behalf of the Bidder.</p> <p>20.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person(s) signing the Bid.</p>
<h3>D. Submission and Opening of Bids</h3>	
21 Sealing and Marking of Bids	<p>21.1 The Bidder shall enclose the original in one (1) envelope and all the copies of the bid in another envelope, duly marking the envelopes as "ORIGINAL" and "COPY." These two (2) envelopes shall then be enclosed in one (1) single outer envelope.</p> <p>21.2 The inner envelopes shall:</p> <p>(a) Be signed across the seals by the person authorised to sign the Bid on behalf of the Bidder;</p> <p>(b) Be marked "ORIGINAL" and " COPY" and</p> <p>(c) Bear the name and address of the Bidder.</p> <p>21.3 The outer envelope shall;</p> <p>(a) Be sealed with adhesive or other sealant to prevent reopening;</p> <p>21.4 be addressed to the Employer at the address specified in the BDS; bear a statement "DO NOT OPEN BEFORE....." the time and date for Bid opening as specified in the BDS.</p> <p>21.5 If all or any envelopes are not sealed and marked as required by ITB Sub-Clause 21, the Employer shall not reject the bids but assume no responsibility for the misplacement or premature opening of the Bid.</p>



22 Bid Submission Deadline	<p>22.1 Bids must be received by the Employer at the address and no later than the date and time specified in the BDS.</p> <p>22.2 Bids may be hand delivered, posted by registered mail or sent by courier.</p> <p>22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause 7, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the new deadline as extended.</p>
23 Late Bids	23.1 Late bids shall not be considered and shall be returned unopened
24 Modification, Substitution or Withdrawal of Bids	24.1 A Bidder may modify, substitute or withdraw their Bids after it has been submitted by sending a written notice before the deadline for submission of Bids.
25 Bid Opening	<p>25.1 The Employer shall open the Bids in the presence of the bidders who is attending the bid opening, including modifications or substitutions made pursuant to ITB Clause 24. Bidders or their representatives shall be allowed to attend and witness the bid opening and shall sign a register evidencing their attendance.</p> <p>25.2 The name of the Bidder, Bid modifications, substitutions or withdrawals, total amount of each Bid, number of corrections, discounts, and the presence or absence of requisite Bid Security, and such other details as the Employer, at its discretion, may consider appropriate, shall be read out aloud and recorded.</p> <p>25.3 The Employer shall prepare minutes of the Bid opening. The minutes shall include, as a minimum, the name of the Bidders and whether there has been a withdrawal, substitution or modification; the Bid Price including any discounts and the presence or absence of a Bid Security, if one was required.</p> <p>25.4 Bids not opened and read out at the Bid opening shall not be considered, irrespective of the circumstances, and shall be returned unopened to the Bidder.</p>
E. Tender Opening and Evaluation	
26 Confidentiality	26.1 After the opening of Bids, information relating to the examination, clarification, and evaluation of Bids and recommendations for award shall not be disclosed to Bidders or other persons not officially concerned with the evaluation process until after the award of the Contract is announced.



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



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



Section III

BID DATA SHEET



Section 3 - Bidding Data Sheet	
<i>Instructions for completing the Bidding Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses</i>	
ITB Clause	Amendment of, and Supplements to, Clauses in the Instructions to Bidders
A. General	
ITB 1.1	<p>The Employer is <i>[Sr. Divisional Manager, Electricity Services Division, Bhutan Power Corporation Limited, Punakha]</i></p> <p>The Name and Identification of the Contract is/are <i>[Labor Contract for RoW clearing of Distribution lines and Pole Painting at Punakha & Gasa Dzongkhags, Plain Cement Concreting (PCC) of Substations and Dismantling of Poles and Fittings]</i></p> <p>The Works are <i>[Package A: RoW Clearing and Pole Painting; Package B: PCC of Substations; Package C: Dismantling of Poles and Fittings]</i></p>
ITB 3.2	<p><i>[Choose option A or B, whichever is applicable, and delete the other option].</i></p> <p>Option A: Limited Bidding method:</p> <p>The Invitation for Bid is open to all Bidders enlisted with <i>[name of Dzongkhag]</i>.</p> <p>Option B: Open Tendering method</p> <p>All Bidders regardless of whether enlisted or not enlisted with the Dzongkhag may submit Bids provided they otherwise qualify.</p>
ITB 3.3	<p>The evaluation shall be based on the lowest price of the responsive bidder and the work will awarded to the lowest responsive bidder. <i>[Generally the selection is based on the lowest price. If there is a specific project need basic minimum technical qualification requirement should specified here]</i></p>
ITB 4.1	<p>Site Visit: The contractor should visit the site along with the officials from the concerned divisions before submission of document. The concerned division shall issue site visit certificate for concurrence. The employer shall not be responsible if there are abnormal prices either due to not visiting the site or error in the bidder's estimation. Sample of Site visit certificate is enclosed in Sample forms.</p>
B. Bidding Documents	
ITB 7.1	<p>For clarification of Tenders purposes only, the Employer's address is:</p> <p>Attention: <i>[Sr. Divisional Manager, ESD, BPC, Punakha]</i></p> <p>Address: <i>[Sr. Divisional Manager, ESD, BPC, Punakha]</i></p> <p>Telephone: <i>[+975-2-584314]</i></p>



Electronic mail address: [esdpunakha@bpc.bt]

C. Preparation of Bids

ITB 15.1 The Bid validity period shall be [90] days.
[normally be minimum of 90 days for Works of such a simple nature]

ITB 15.2 A Bid Security in the amount shall be as below, in the form;
A: Construction works associated with Right of Way (RoW) Clearing of Distribution Lines and Pole Painting

Sl no	Description	Name of Package	Bid Security (Nu)
1	Punakha and Gasa	Package A	14,000.00

B: Plain Cement Concreting (PCC) of Substations

Sl no	Description	Name of Package	Bid Security (Nu)
1	Punakha	Package B	10,000.00

C: Dismantling of Pole and Fittings at Tashithang

Sl no	Description	Name of Package	Bid Security (Nu)
1	Punakha	Package C	8000.00

- Unconditional Bank guarantee
- Cash warrant; or
- Demand draft

Preferably Bid Security should be submitted for the individual packages. Combined Bid Security would be also accepted, however, if the combined Bid Security is not sufficient in terms of total amount, the offer for the entire quoted lots would be treated as non-responsive as per ITB and not considered for further evaluation.

ITB 16.1 A simple bar chart is *not required*[delete which is not appropriate]

ITB 19.1 The Bidder shall at their option furnish, as part of the Bid, a Bid Security as specified in the BDS issued by any reputed Financial Institutions in Bhutan and shall be valid thirty (30) days beyond the Bid validity period, (i.e., 13th September 2022)
If the Bid security validity does not meet the required date, the bid shall be treated as non-responsive.

ITB 20.1 In addition to the original, [one] copies shall be submitted.
[Usually one copy but procuring agencies may asked more if required].

D. Submission and Opening of Bids



ITB 17.2	The inner and outer envelopes shall bear the following additional identification marks: <i>[indicate any markings that are required on inner and outer envelopes]</i>
ITB 17.2	For <u>Bid submission purposes</u> only, the Employer's address is: Attention: Sr. Divisional Manager, ESD, BPC, Punakha Address: ESD, BPC, Punakha The deadline for the submission of Tenders is: Time & Date: 2:30 PM on 16th May 2022
ITB 21.1	The Bid opening shall take place on the same day as the closing day of the bid submission at: <i>ESD, BPC, Punakha</i> Date: <i>[16/05/2022]</i> ; Time: <i>[3:00 PM]</i>
E. Tender Opening and Evaluation	
ITB 31	Though the services are grouped in two or more packages, the employer will evaluate Bids on the basis of packages or item wise. If the Bid price of the lowest evaluated Bid for the particular service appears abnormally low, high and/or seriously unbalanced price as compared to other Bidders or past rates, then the employer may require the Bidder to produce written explanations of, justifications and detailed price analyses for any or all items offered. Such explanations may include, but are not limited to, details of the method by which the Related Services are to be provided, the technical solutions chosen, exceptionally favorable conditions available to the Bidder for the execution of the Contract. After objective evaluation of the explanations, justifications and price analyses, if the employer decides to accept the Bid with an abnormally low and/or seriously unbalanced price, the employer shall require that the amount of the Performance Security stipulated in ITB be increased at the expense of the Bidder to a level sufficient to protect the employer against financial loss in the event of default of the successful Bidder under the Contract
F. Award of Contract	
ITB 33.1	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.
ITB 34.2	The amount of Performance Security shall be [10%] percent of the Contract Price. <i>[It should be equal to ten (10) percent of the Contract Price of the Works].</i>



Section IV
BIDDER INFORMATION SHEET



Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: _____
[insert date (as day, month and year) of Bid submission]

Bid No.: _____
[insert number of bidding process]

Page _____ of _____ pages

1. Bidder's Legal Name: _____ <i>[insert Bidder's legal name]</i>
2. In the case of a Joint Venture, Consortium or Association (JV/C/A) legal name of each party: _____ <i>[insert legal name of each party in JV/C/A]</i>
3. Bidder's actual or intended Country of Registration: _____ <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: _____ <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: _____ <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: _____ <i>[insert Authorized Representative's name]</i> Address: _____ <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: _____ <i>[insert Authorized Representative's telephone/fax numbers]</i> E-mail Address: _____ <i>[insert Authorized Representative's e-mail address]</i>
7. Attached are copies of the following original documents: _____ <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Registration of firm named in 1 above, in accordance with ITB 3.1. <input type="checkbox"/> In the case of a JV, letter of intent to form the JV, or the JV agreement, in accordance with ITB 6.1 (e). <input type="checkbox"/> Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder.



Joint Venture (JV) Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

Date: [insert date (as day, month and year) of Bid submission]

Bid No.: [insert number of bidding process]

Page _____ of _____ pages

1. Bidder's Legal Name: [insert Bidder's legal name]
2. JV Party's legal name: [insert JV legal name]
3. JV Party's Country of Registration: [insert JV Party's country of registration]
4. JV Party's Year of Registration: [insert JV Party's year of registration]
5. JV Party's Legal Address in Country of Registration: [insert JV Party's legal address in country of registration]
6. JV Party's Authorized Representative Information Name: [insert name of JV Party's authorized representative] Address: [insert address of JV Party's authorized representative] Telephone/Fax numbers: [insert telephone/fax numbers of JV Party's authorized representative] E-mail Address: [insert e-mail address of JV Party's authorized representative]
7. Attached are copies of the following original documents: [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2 above, in accordance with ITB 3.1. <input type="checkbox"/> Copy of Agreement between JV Partners.



Standard Form: Qualification Information

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

1. Individual bidders

1.1 Constitution of legal status of Bidder

[attach copy]

Place of registration:

Principal place of business:

Power of attorney of signatory of Bid

[attach]

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

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



Section V
GENERAL CONDITIONS OF
CONTRACT



Section V. General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined terms:

- (a) **Completion Certificate** means the Certificate issued by the Employer as evidence that the Contractor has executed the Works in all respects as per drawing, specifications, and Conditions of Contract.
- (b) The **Completion Date** is the date of completion of the Works as certified by the Engineer, in accordance with GCC Clause 18.
- (c) **Contract** means the Agreement entered into between the Employer and the Contractor to execute, complete and maintain the Works.
- (d) **Contractor** means the person or corporate body whose Tender to carry out the Works has been accepted by the Employer and is named as such in the SCC.
- (e) **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. The **Contractor's Bid** is the completed Bid Document including the priced offer submitted by the Contractor to the Employer.
- (f) **Days** mean calendar days.
- (g) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (h) The **Employer** is the party named in the SCC who employs the Contractor to carry out the Works.
- (i) The **Engineer** is the person named in the SCC, who is responsible for supervising the execution of the works and administering the Contract.
- (j) The **Intended Completion Date** is the date specified in the SCC on which the Contractor shall complete the Works and may be revised if extension of time or an acceleration order is issued by the Engineer.
- (k) The **Site** is the area defined as such in the SCC.
- (l) The **Works** are what the Contract requires the Contractor to construct, install, and hand over to the Employer, as defined in the SCC.

2. Interpretation & Documents forming the Contract

2.1 In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed part thereof or be taken into consideration in the interpretation or construance of the Contract. Words have their normal meaning under the language of the Contract unless



	specifically defined.
	<p>2.2 The following documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> (a) the signed Contract Agreement. (b) the letter of Notification of Award. (c) the completed Bid form (d) as submitted by the Bidder. (e) the Special Conditions of Contract. (f) the General Conditions of Contract. (g) Specifications (h) the Drawings. (i) any other document listed in the PCC as forming part of the Contract.
3. Corrupt, Fraudulent, Collusive or Coercive Practices	<p>3.1 The Government requires that Employers, as well as Contractors shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of Contracts under public funds.</p> <p>3.2 In pursuance of this requirement, the Employer shall</p> <ul style="list-style-type: none"> (a) exclude the Contractor from participation in the procurement proceedings concerned or reject a proposal for award; and (b) declare a Contractor ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund; <p>3.3 The Government defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (a) corrupt practice¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value² to influence improperly the actions of another party; (b) "fraudulent practice"³ is any intentional act or omission,

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

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

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



	<p>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;</p> <p>(c) "collusive practice"⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; and</p> <p>(d) "coercive practice"⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.</p> <p>3.4 The Government requires that the Client's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.</p>
4. Governing Language and Law	4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Employer, shall be written in English unless otherwise stated in the SCC. The Contract shall be governed by and interpreted in accordance with the laws of the Kingdom of Bhutan.
5. Engineer's Decision	5.1 Except where otherwise specifically stated in the SCC, the Engineer will decide Contractual matters between the Employer and the Contractor in the role as representative of the Employer.
6. Delegation	6.1 The Engineer may delegate any of his duties and responsibilities to his representative, after notifying the Contractor, and may cancel any delegation, without retroactivity, after notifying the Contractor.
7. Communications and Notices	7.1 Communications between Parties pursuant to the Contract shall be in writing to the address specified in the SCC. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
8. Sub- Contracting	8.1 The Contractor shall not be permitted to subcontract any part of the Works in whole or in part.
9. Contractor's Personnel	9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the functions stated in the Schedule, or other personnel approved by the Engineer.
10. Welfare of Labourers & Child Labour	<p>10.1 The Contractor shall provide proper accommodation to his labourers and arrange proper water supply, conservancy and sanitation arrangements at the site in accordance with relevant regulations, rules and orders of the government.</p> <p>10.2 The Contractor shall comply with the applicable minimum age, labour laws and requirements of (including applicable treaties which have been ratified by) the Government of Bhutan regarding hazardous forms of child labour.</p>

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

⁵ a "party" refers to a participant in the procurement process or contract execution.



11. Safety, Security and Protection of the Environment	<p>11.1 The Contractor shall throughout the execution and completion of the Works and the remedying of any defects therein :</p> <p>(a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site and the Works in an orderly state;</p> <p>(b) provide and maintain at the Contractors own cost all lights, guards, fencing, warning signs and watching for the protection of the Works or for the safety on-site; and</p> <p>(c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of the Contractors methods of operation.</p>
12. Access to the Site	<p>12.1 The Contractor shall allow the Engineer and any person authorised by the Engineer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.</p>
13. Documents, Information.	<p>13.1 The Contractor shall furnish to the Engineer all information, schedules, calculations and supporting documentation that may be requested of it.</p>
14. Property	<p>14.1 If the contract is terminated by the Employer because of the contractors default, then, the contractor shall not be allowed to remove any materials on the Site, Plant, and Temporary Works until the matter is amicably resolved.</p>
15. Insurance	<p>15.1 The Contractor shall provide insurance as stated in the SCC</p> <p>15.2 The Contractor shall deliver policies and certificates of insurance to the Engineer, for the Engineer's approval, before the Start Date.</p> <p>15.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.</p>
16. Possession of the Site	<p>16.1 The Employer shall give possession of the Site, or parts of the Site, to the Contractor on the date(s) specified in the SCC.</p>
17. Commencement of Works	<p>17.1 The Contractor may commence execution of the Works on the Start Date, or other such date as specified in the SCC, and shall carry out the Works in an expeditious manner.</p> <p>17.2 If the Contractor fails to commence the works within the above stated period, the Employer may, at his sole discretion, terminate the Contract and forfeit the Performance Security, if any.</p>
18. Completion of Works	<p>18.1 The Contractor shall complete the Works within the number of days stated in the SCC from the date of commencing the Works on the Site.</p>



19. Programme of Works	19.1	Within the time stated in the SCC, the Contractor shall submit to the Engineer for approval a work program. The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the SCC.
20. Early Warning	20.1	The Contractor shall warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work result in increase to the Contract Price or delay in the execution of the Works.
21. Compensation Events	21.1	The following shall be Compensation Events: (a) the Employer does not give access to the Site or part of the Site by the Site Possession Date stated in the SCC; and (b) if the payment is delayed pursuant to Clause 25.1.
	21.2	If a Compensation Event would prevent the work being completed before the Intended Completion Date, the Intended Completion Date shall be extended, as appropriate, by the Engineer.
22. Non-Scheduled Items of Works	22.1	The Contractor shall be paid for non-scheduled items of works only when the Engineer approves such works and at the rates and in the manner stated in the SCC.
23. Schedule of Works	23.1	The Schedule of Works will contain rates for all items for the construction including temporary works, installation, testing, and commissioning work to be done by the Contractor.
	23.2	The Contractor shall be paid for the quantity of the work done at the rate in the Contract Agreement for each item.
	23.3	The Contractor shall be entirely responsible for all taxes, duties, license fees, and other such levies imposed outside and inside Bhutan.
24. Payment Certificates	24.1	The Contractor shall submit to the Engineer monthly statements of the estimated value of the work executed less the cumulative amount certified previously. The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
	24.2	The value of work executed shall be determined by the Engineer.
	24.3	The value of work executed shall comprise the value of the quantities of the items in the Schedule of Works completed.
	24.4	The value of work executed shall include the valuation of Variations, Certified Dayworks and Compensation Events.
	24.5	The Engineer may exclude any item certified in previous certificates or reduce the proportion of any item previously certified in any certificate in the light of later information.
25. Payments and Currency	25.1	The Employer shall pay the Contractor the amounts certified by the Engineer within thirty (30) days of the date of each certificate.
	25.2	The Employer shall make Advance Payment (mobilization and secured advance) to the Contractor of the amounts and by the



		<p>dates stated in the SCC against provision by the Contractor of an unconditional Bank Guarantee, (Form 4).</p> <p>25.3 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilisation expenses required specifically for the execution of the Contract. The Contractor shall demonstrate that the advance payment has been used in this way by submitting copies of invoices or other documents to the Employer.</p> <p>25.4 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, variations, claims or any amount payable due to failure to complete the works.</p>
26. Retention	<p>26.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the SCC until the completion of the whole of the Works.</p> <p>26.2 On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor, the remaining half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.</p>	
27. Liquidated Damages	27.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion date for the works or for any part thereof.	
28. Performance Security	28.1 Upon Notification of Award, a Performance Security shall be provided to the Employer in the amount and form stated in the Contract Forms (Form 3). The Performance Security shall be valid until a date thirty (30) days from the date of issue of the Certificate of Completion.	
29. Price Adjustment	29.1 The rates and prices in the bill of quantities are fixed for the duration of the Contract and not subject to price adjustment during the performance of the Contract.	
30. Completion	30.1 The Contractor shall request the Engineer to issue a Certificate of Completion of the Works, and the Engineer will do so upon deciding that the work is substantially completed.	
31. Correction of Defects	<p>31.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as the Defects remain to be corrected.</p> <p>31.2 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.</p>	
32. Taking Over	32.1 The Employer shall take over the Site and the Works within seven	



	(7) days of the Engineer issuing a Certificate of Completion.
33. Final Account	<p>33.1 The Contractor shall supply the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract. The Engineer shall certify any final payment that is due to the Contractor within twenty-one (21) days of receiving the Contractor's account if it is correct and complete.</p> <p>33.2 The Employer shall effect payment of the final account within thirty (30) days from the date of certification by the Engineer.</p>
34. Termination	<p>34.1 The Employer or the Contractor by giving thirty (30) days written notice of default to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of Contract.</p> <p>34.2 Fundamental breaches of the Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> (a) the Contractor stops work for more than thirty (30) days when no stoppage of work is shown on the current Programme and the stoppage has not been authorised by the Engineer; (b) the Engineer gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer; (c) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of Liquidated Damages can be paid; (d) the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract; and (e) a payment certified by the Engineer is not paid to the Contractor by the Employer within sixty (60) days of the date of the Engineer's certificate. <p>34.3 The Employer and the Contractor may at any time terminate the Contract by giving notice to the other party if either of the parties becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to any party provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue to the other party.</p> <p>34.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.</p> <p>34.5 If the Contract is terminated, the Contractor is to stop work immediately, make the Site safe and secure and hand over the</p>



		Site to the Employer as soon as reasonably possible.
35. Payment upon Termination	35.1	If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Plant and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC.. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
	35.2	If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Contractor shall be entitled to payments for completed works and the materials that have been brought to the site for the purpose of the works, but not used as certified by the Engineer after adjusting any payments received by the Contractor.
36. Release from Performance	36.1	If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible, after receiving this certificate. The Contractor shall be paid for all works carried out before stoppage of work and any work carried out afterwards to which a commitment was made.
37. Force Majeure	37.1	For the purposes of this Contract, "Force Majeure" means an exceptional event or circumstance: <ul style="list-style-type: none"> (a) which is beyond a Party's control, (b) which such Party could not reasonably have provided against before entering into the Contract, (c) which, having arisen, such Party could not reasonably have avoided or overcome, and (d) which is not substantially attributable to the other Party.
	37.2	Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied: <ul style="list-style-type: none"> (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, (c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel, (d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and (e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.



	<p>37.3 However, force majeure shall not include the following;</p> <ul style="list-style-type: none"> i. rainfall ii. snowfall iii. strikes in other countries iv. non-availability of labourer and materials such as timbers, boulders, sand, and other materials v. difficulty and risky terrain and remoteness of site.
<p>38. Settlement of Disputes</p>	<p>38.1 The Employer and the Contractor shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p> <p>38.2 Any dispute between the parties to the Contract that may not be settled amicably will be referred to Arbitration at the initiative of either of the parties.</p> <p>38.3 The Arbitration shall be conducted in accordance with the Arbitration Rules of the Kingdom of Bhutan in force.</p>



Section VI
SPECIAL CONDITION OF
CONTRACT



Section 6. Special Conditions of Contract

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

Clause Ref	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(d)	The Contractor is <i>[name, address and name of authorised representative]</i> .
GCC 1.1(i)	The Employer is Electricity Services Division, BPC, Punakha.
GCC 1.1(j)	The Senior Div. Manager is <i>Sherab Dorji</i> and Engineer <i>Srizana Khawash, ESD Punakha</i>
GCC 1.1(k)	The Intended Completion Date for the whole of the Works shall be 6 (Six) Months .
GCC 1.1(l)	The Site is located at Punakha and Gasa.
GCC 1.1(m)	The Works are Labour contract for RoW clearing and pole painting, Laying of PPC in the Substations in and Around Punakha, Dismantling of Pole and Fittings at Tashithang.
GCC 2.2(i)	The additional documents forming part of this Contract are: <i>["No additional documents".]</i>
GCC 4.1	The Language governing the Contract shall be <i>[English]</i> <i>[usually English language]</i> .
GCC 5.1	The Engineer shall obtain specific approval of the Employer before taking any of the following actions:
GCC 7.1	The addresses for Communications shall be: <u>For the Employer:</u> <i>[ESD, BPC, Punakha]</i> <u>For the Contractor:</u> <i>[insert name, address and contact details]</i> .
GCC 9.1	The Key Personnel of the Contractor are: <i>[Supervisor]</i>



GCC 11.1	<p><i>The Contractor shall assume full responsibility for the adequacy and safety of site operations while carrying out clearing of jungle/ bushes and cutting of trees near the power lines and he shall adopt measures to prevent injuries to persons or damage to properties of utilities. The Contractor shall hold the Employer harmless from any liability for loss or damage resulting from his failures to take the necessary precautions. The Contractor shall avoid undue interference with private business, public travel, or with the work of other Contractors. The Contractor shall take steps to protect the environment and to MINIMIZE NOISE, POLLUTION, FIREHAZARDS or any other undesirable effects resulting from his method of operation.</i></p> <p>The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:</p> <ol style="list-style-type: none"> i. Take necessary precautions to avoid any electric hazards and put written request whenever line shutdown is required. ii. Provide necessary Personnel Protective Equipment's (PPE) to all the site staff and Compact have full regard for the safety of all persons under his control and ESD (BPC) shall not held any responsible for failure to put on required safety practice. iii. Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer/ Supervisor or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public and in view of general safety. iv. Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or other resulting from pollution, noise or other causes arising as a consequence of his method of operation. v. The O&M In-charge shall ensure to deploy one Lineman to supervise the work continuously and issue work permit/ shutdown permit and ensure safe working environment as per O&M manual 2012 till completion of the work. vi. Contractor shall arrange to cut/ clear all bushes, trees and debranching using necessary precautions and supports <u>(sag down If required has to be carried out by Contractor in consultation with Divisional Office)</u> in order to minimize damages to power infrastructures, government and private properties. Contractor shall be responsible for Clearing of fallen bushes/trees in the public areas including roads and drains. Any damages due to sheer negligence, the party has to bear all the expenses that may incurred and compensate thereof. vii. The contractor shall get the clearance from the owner of any fruit bearing trees prior to cutting of the tree. If failed to do so, the contractor shall be liable of the charges put forward by the owner. viii. Contractor shall maintain the height of Bush/tree at 1ft/30cm from the ground level.
GCC 15.1	For insurance purposes the type of cover required shall be: The contractor shall be responsible for the insurance [modify as appropriate]
GCC 16.1	Possession of the site shall be within [7] days from the date of signing of the Contract.



GCC 17.1	Commencement of work shall be within [7] days from the date of handing over possession of the Site.
GCC 18.1	Completion of works shall be within [6] Months from the date of commencing the works on the site.
GCC 19.1 & 19.2	The Contractor shall submit the first work plan [10] days after signing the Contract, and shall update the work plan every [4] weeks during the period of the Contract.
GCC 22.1	<i>[Enter here the agreed rates for non-scheduled items of work if known, if not known then make the statement "The rates for non-scheduled items of works shall be determined by the Engineer". NA</i>
GCC 23.1	<i>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, Local materials, machineries 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.</i>
GCC 25.2	An advance payment of [10] % of the Contract Price will be made to the Contractor within (14) days of Contract signing date. <i>[an advance payment is usually 10% of the contract price]</i>
GCC 26.1	The Retention shall be [10] % of the Contract Price. <u>However, for RoW clearing works, Retention money shall not be applicable.</u>
GCC 27.1	The liquidated damages for the whole of the Works are [0.10 %] per day. The maximum amount of liquidated damages for the whole of the Works is [10] percent of the initial Contract Price. <i>[usually, liquidated damages shall be 0.10 percent per day and the total amount is not to exceed 10 percent of the Contract Price.]</i>
GCC 28.1	In addition to the 10% performance security, for abnormally low bids (below 20%), the differential amount shall be in the form of Cash Warrant
GCC 31.1	The Defects Liability Period shall be [One] (Year). <i>However, Defect Liability Period for RoW clearing works shall not be applicable.</i>
GCC 35.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is [percent, it is generally 20% of the value of work not completed up to a maximum of 10% of the initial contract price]



SECTION – VII

TECHNICAL SPECIFICATION



Technical Specification

2.2.5 Tree clearances

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

Voltage	Comment
33 kV lines	The route should be cleared of all growth within 6 m on either side starting from the center of the line and, in addition, of trees that could fall and contact the line.
11 kV Lines	The route should be cleared of all growth within 4.5 m on either side starting from the center of the line and, in addition, of trees that could fall and contact the line.
All ABC Low voltage	Left to the discretion of the Supervisor. Aerial bundled low voltage conductor is insulated so contact with vegetation should not cause a fault. However, the route should be cleared so the risk of trees falling across the line is minimized.

2.2.6 Overhead Line Clearances

The following minimum clearances should be maintained.

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

Notes: #: Not Applicable

Pole Painting

BPC shall provide the Aluminum Paint and Black Paint to the contractor.



SECTION VIII
PRICE SCHEDULE



Package A: Construction works associated with Right of Way (RoW) clearing of Distribution Lines and Pole Painting.

Location: Punakha and Gasa Dzongkhags

Sl.#	Description	Unit	Quantity	Rate (Nu.)	Total Amount (Nu.)
1	Clearing of Right of Ways (RoW):- felling of trees, cutting of tree branches, clearing of jungle and bushes within the standard RoW width including the removal and disposals(Location: Punakha and Gasa)				
i	33kV line (RoW width of 12 mtrs)	KM	40.0		
2	Painting of old poles and fixtures for all kinds of existing distribution systems as per BPC norms. (Note:- The paints shall be provided by BPC; Location: Punakha).				
i	Medium voltage 33 kV over head lines	Nos.	260		
ii	Low voltage over head lines	Nos.	460		
Total offered bid price (Nu)					
In words (Ngultrum)					



Package II : Providing and Laying of PCC in Substations

Code	Description of item of work	Unit	Qty	Rate (Nu)	Amount (Nu)
B	PCC				
EW0105	Excavation in foundation trenches or drains for all width or area on plan , including dressing & ramming, disposal of surplus soil for all lead & lift. All kind of soil	Cum	122.40		
SM0072	Providing and laying Hand packed stone filling or soling with stones chips, in 150 mm Thick.	Cum	61.20		
CW0005	Providing and laying in position plain cement concrete CM. 1:3:6 (1 cement : 3 sand : 6 graded crushed rock 20 mm nominal size) excluding the cost of centering and shuttering - All work upto plinth level.	Cum	61.20		
RC0090	P/F centering & shuttering (formwork) incl. strutting, propping etc. & removal of formwork.	sqm	40.00		
	Total (Nu.)				

PCC to be done for Ritsa, Thangzona, Changjokha, DVH, Punakha Dzong



Package C: Dismantling of 33 kV line at Tashithang.

Location: Punakha Dzongkhags

Sl.#	Description	Unit	Quantity	Rate (Nu.)	Total Amount (Nu.)
1	Dismantling of Poles, Fittings and Conductors at Tashithang and Transportation of the same to ESD, Store Khuruthang.				
i	33kV line	KM	1.5		
	Total offered bid price (Nu)				
	In words (Ngultrum)				

Note:

The quantities mentioned here are indicative and are estimated values. These are subject to change at the time of execution. Payments shall be made based on the actual volume of works done at the rate or price set in the price schedule



SECTION IX

BID FORM



Bid Form

[The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date _____ *[insert date of Bid submission]*
Invitation for Bid No.: _____ *[insert number of IFB]*
Alternative No.: _____ *[insert number, if this Bid is for an alternative]*

To: _____
[insert complete name of the Purchaser]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and date of issue of each addendum]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Supply the following Goods and Related Services: _____
[insert a brief description of the Goods and Related Services];
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: _____
[insert the Bid Price in words and figures, indicating the various amounts and their respective currencies];
- (d) The discounts offered and the methodology for their application are:

Discounts. If our Bid is accepted, the following discounts shall apply:

[Specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies.]

Methodology of Application of the Discounts: The discounts shall be applied using the following methodology:

[Specify in detail the methodology that shall be used to apply the discounts];

- (e) Our Bid shall be valid for a period of _____ *[insert number]* days from the date fixed for the Bid submission deadline in accordance with ITB (insert Sub-Clause 21.1), and it shall remain binding upon us and may be accepted at any time before expiry of that period;
- (f) If our Bid is accepted, we commit to provide a Performance Security in accordance with ITB (insert Clause 48 and GCC Clause 11) for the due performance of the Contract;



- (g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with ITB (insert Clause 15);
- (h) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz: _____ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a JV/C/A, and the nationality each subcontractor and supplier]*
- (i) We have no conflict of interest pursuant to ITB (Insert Sub-Clause 3.2);
- (j) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan, in accordance with ITB (insert Sub-Clause 4.1);
- (k) The following commissions, gratuities or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (l) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (m) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Signed: _____ *[insert signature of person whose name and capacity are shown]*

In the capacity of _____ *[insert legal capacity of person signing the Bid Form]*

Name: _____ *[insert complete name of person signing the Bid Form]*

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*



BIDDING FORMS

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Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____

[Name and Address of Purchaser]

Date: _____

BID GUARANTEE No. : _____

We have been informed that _____ [insert name of the Bidder] (hereinafter called "the Bidder") has submitted to you its Bid dated (hereinafter called "the Bid") for the execution of _____ [insert name of Tender] under Invitation for Bids No. _____ [insert IFB number] ("the IFB").

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

At the request of the Bidder, we _____ [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [insert amount in figures] ([insert amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity, (i) fails or refuses to execute the Contract ; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) Thirty days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.



[signature of authorized representative of the bank]

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS.**]

Date: [insert date of Bid Submission]

Invitation for Bid No.: [insert IFB number]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of the Purchaser]

WHEREAS

We [insert complete name of the Manufacturer], who are official manufacturers of [insert type of Goods manufactured], having factories at [insert full address(es) of the Manufacturer's factory/ies], do hereby authorize [insert complete name of Bidder] to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us, namely [insert name and/or brief description of the Goods], and subsequently to negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of the authorized representative(s) of the Manufacturer]

Title: [insert title(s) of the authorized representative(s) of the Manufacturer]

Duly authorized to sign this Authorization for and on behalf of [insert complete name of the Bidder]

Dated on the [insert number] day of [insert month], [insert year].



VPMS Acceptance Form

[The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

WHEREAS MESSRS (insert the name of bidder) _____
(hereinafter called "the Bidder") License No. _____ having our registered
office at _____ has submitted its bid dated _____.

We hereby agree to abide by the Vendor Performance Management System of BPC or do affirm
as follows.

1. We have read and understood all provisions set in the Vendor Performance Management System (VPMS) and we have no reservations to the VPMS document included in the Bidding Documents.
2. We agree to abide by all the provision of VPMS.
3. If our bid is accepted, we agree to be assessed as per the vendor rating methodology adopted by Bhutan Power Corporation Limited.
4. Depending on our performance, we accept the rating of Vendor Performance Index issued and any action taken by Bhutan Power Corporation Limited pursuant to the VPMS.
5. We shall be liable for any breach of this undertaking and non- compliance to the provisions of VPMS.

Signature of Bidder
Date:

Signature of Witness
Date:
Address:
Contract No.:



SECTION X

DRAWING

