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DRUK HOLDING & INVESTMENTS LTD.

GROUP STANDARD BIDDING DOCUMENT
WORKS



TENDER DOCUMENT

FOR

**Construction of Store Shed and Fencing with GI Chain Link
Mesh for existing barbed wire fencing at 132/33Kv
Substation & R&M of Office cum Staff Quarter at ESD, BPC,
Zhemgang.**

Tender No. TOMS-Tingtibi/Civil Works/Tender/2023/01

April 2023

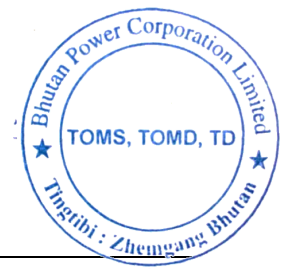


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Bhutan Power Corporation Limited
(An ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 Certified Company)
(Registered Office, Thimphu)



Transmission Operation & Maintenance Section
Transmission Operation & Maintenance Division
Transmission Department
Tingtibi; Zhemgang: Bhutan

22/BPC/TOMS-Tingtibi/2023/Vol-1/120

April 14, 2023

The Manager
Advertising Department
Kuensel Corporation Limited
Thimphu: Bhutan.

Subject: Advertisement of Notice Inviting Tender (NIT) on 15th April 2023.

Dear Sir,

The Transmission Operation & Maintenance Section, Transmission Operation & Maintenance Division, Transmission Department, Bhutan Power Corporation Limited, Tingtibi, Zhemgang would like to request your office to kindly publish the below mentioned advertisement as specified:

BHUTAN POWER CORPORATION LIMITED

Transmission Department

Transmission Operation & Maintenance Division

Transmission Operation & Maintenance Section

Tingtibi: Zhemgang

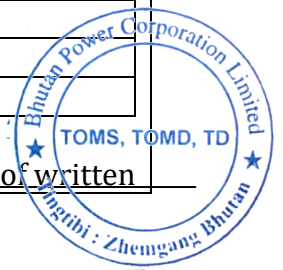
Bid No.: TOMS/TINGTIBI/CIVIL WORK/TENDER/2023-01

TOMS, TOMD, TD, BPC, Tingtibi, Zhemgang would like to invite Sealed bids from eligible Small Class (W3) Bhutanese Contractors registered with Construction Development Board (CDB) having valid trade license and CDB certificate for the following work:

a)	Bids for	Construction of Store Shed and Fencing with GI chain link mesh in existing barbed wire fencing at 132/33kV Substation & R&M of Office cum Staff Quarter at ESD, BPC, Zhemgang. (Dept. Estimated: Nu. 4.93 million)
b)	Bid Security	Nu.99, 000.00(Ngultrum Ninety-Nine Thousand) only.
c)	Cost of bid document	Non-refundable of Nu.1,000.00 for the purchase of hard copy & Nu.300.00 as register fee for those who downloaded from website.
d)	Date of sale	17.04.2023 to 04.05.2023
e)	Date of submission	04.05.2023 (Before 13:00 hrs.)
f)	Date of opening	04.05.2023 (14:30 hrs.)
g)	Place of Sale	TOMS, BPC, Tingtibi, Zhemgang
h)	Venue for opening	Conference Hall, TOMS, BPC, Tingtibi.

Interested firm may purchase complete set of bidding documents on submission of written

Phone +975-17122702/77107977; email: tm@tingtibi@bpc.bt;
web: www.bpc.bt





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Bhutan Power Corporation Limited
(An ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 Certified Company)
(Registered Office, Thimphu)




Transmission Operation & Maintenance Section
Transmission Operation & Maintenance Division
Transmission Department
Tingtibi; Zhemgang; Bhutan

application along with copies of valid trade license and CDB registration certification to the Sr. Manager, TOMS, TOMD, TD, BPC, Tingtibi, Zhemgang on or before **04.05.2023** during working hours. The bidding document can also be downloaded from www.bpc.bt or www.cdb.bt and register for participation & for any queries, contact with Mr. Norbuling, via contact No. **17560328** and E-mail: **norbuling@bpc.bt**.

Senior Manager

Please, arrange to announce which are texted in the box only in the English edition. The bill in original shall be submitted to this office at address mentioned below for payments, please.

Yours Sincerely


(Choten Tshering)
Sr. Manager

Copy To:

1. The General Manager, TOMD, TD, BPC, Thimphu for kind information.
2. The Sr. Manager, ESD, BPC, Zhemgang for kind information.
3. The Finance Officer, FAD, BPC, P/ling for kind information.



Detailed Notice Inviting Tender

Bhutan Power Corporation Limited,
Transmission Department
Transmission Operation & Maintenance Division
Transmission Operation & Maintenance Section
Tingtibi; Zhemgang Bhutan

Notice Inviting Tenders (NIT)

(Domestic Competitive Bidding)

For

Construction of Store Shed & Fencing with GI Chain Link Mesh for existing barbed wire fencing at 132/33kV Tingtibi Substation and R&M of Office cum Staff Quarter at ESD, BPC, Zhemgang

NIT No. 22/BPC/TOMS-Tingtibi/2023/Vol-1/120

April 14, 2023

Transmission Operation & Maintenance Section (TOMS), Transmission Operation & Maintenance Division, Transmission Department, BPC, Tingtibi, Zhemgang Employer invites sealed Bids from eligible **Small Category** Bidders meeting the qualification requirements for the Construction of Store Shed & Fencing with GI Chain Link Mesh for existing barbed wire fencing at 132/33kV Tingtibi Substation and R&M of Office cum Staff Quarter at ESD, BPC, Zhemgang as per the scope of work mentioned hereinafter.

1.0 The brief scope of work is as under:

Construction of Store Shed & Fencing with GI Chain Link Mesh for existing barbed wire fencing at 132/33kV Tingtibi Substation and R&M of Office cum Staff Quarter at ESD, BPC, Zhemgang

Detailed specifications, scope of Work and terms and conditions are given in the Bidding Documents, which are available at the address given below as per the following schedule:

Bid for	22/BPC/TOMS-Tingtibi/2023/Vol-1/120 dt. 14.04.2023 Construction of Store shed and Fencing with GI chainlink mesh in existing barbed wire fencing at 132/33 substation & R&M of Office cum Staff Quarter at ESD, BPC, Zhemgang
Estimated cost of works	Nu. 4.93Million
Tender No	BPC/TD/TOMD/TOMS-Tingtibi/Civil Works/Tender/2023/01
Bidding Documents shall be available from	From 17.04.2023 to 04.05.2023 on all working day from 0900hrs to 1700hrs
Bid receipt date & time	Up to 04.05.2023 by 1200hrs

Pre-bid meeting (if applicable)	Not Applicable
Bid security	Nu. 99,000.00 (Nu. Ninety Nine Thousand)only
Date of Opening	On 04.05.2023 at 1430hrs at Conference hall, TOMS, BPC, Tingtibi
Bidding document shall be available at	TOMS, BPC, Tingtibi and www.bpc.bt , www.cdb.gov.bt

- 2.0 Interested Bidders may obtain the bidding documents from Employer /relevant website.
- 3.0 Bidders downloading the documents from the website should register themselves by intimating the nodal officer of Employer, before the deadline for submission of Bid, its intention to submit the Bid on the basis of downloaded documents.
- 4.0 Issuance of bidding documents shall not automatically construe that the Bidder fulfils the Qualifying Requirements, which shall be determined during Bid evaluation based on data/documents submitted by the Bidder. Bids shall be submitted at the address given below and shall be opened in the presence of Bidder’s representatives who choose to attend.
- 5.0 All Bids must be accompanied by Bid security for an amount of **Nu. 99,000.00**(Nu. Ninety-Nine Thousand) only in the form of Bank Guarantee/ Demand Draft /Cash Warrant, issued/enforceable by any financial institutions in Bhutan, and valid till **05.08.2023**. Bids not accompanied with an acceptable Bid security shall be rejected by Employer and in such cases, Bids shall be returned to the Bidders unopened.
- 6.0 Qualification Requirement for Bidders shall be as specified in the Bidding Data Sheet (BDS).
- 7.0 Bidding Documents are not transferrable.
- 8.0 Employer reserves the right to accept or reject any Bid partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no Bidder shall have any claim arising out of such action of Employer.
- 9.0 The Bidders shall be required to complete the Works within the time for completion as specified in the SCC.

10.0 Address for Communication (Bid Submission):

Mr. Norbuling, Associate Engineer

BM# 17560328

CMG, TOMS, BPC, Tingtibi

Phone +975-17122702/77107977; email: tmdtingtibi@bpc.bt; web: www.bpc.bt

SECTION I – INSTRUCTIONS TO BIDDERS



A. Introduction

1. Definitions and Interpretations

- 1.1. Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in the General Conditions of Contract.

2. Scope of Works

- 2.1. The scope of Works shall be as specified in Section VI, Technical Specifications or BDS. The name and identification number of the Contract is provided in the NIT.

3. Fraud and Corruption

- 3.1. As per the RGoB policy, Employer requires that the Bidders, Contractors and their Subcontractors shall observe the highest standards of ethics during the bidding process and execution of Contracts. The terms “Corrupt practice”, “Fraudulent practice”, “Collusive practice”, “Coercive practice” and “Obstructive practice” shall be as per definition in GCC 1.6. In pursuance of this policy, the Employer:
- a) will reject a Bid for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Contract in question;
 - b) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing contract;
 - c) will have the right to require that a provision be included in Bidding Documents and in contracts, requiring Bidders, Suppliers, Contractors and their Subcontractors to permit the Employer, any organization or person appointed by the Employer and/or any relevant RGoB agency to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Employer;
 - d) requires that Bidders, as a condition of admission to eligibility, execute and attach to their bids an Integrity Pact Statement in the form provided in Section III, Bidding Forms. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Bid; and
 - e) will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anti-Corruption Commission (ACC) of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant Agency.
- 3.2. Furthermore, the Bidders shall be aware of the provisions stated in GCC 1.6.

4. Eligible Bidders

- 4.1. A Bidder shall be an eligible individual, firm, incorporated legal entity or a Joint Venture of such entities under an existing agreement. A Bidder, and all parties constituting the Bidder, shall have the nationality of any country, subject to the restrictions specified in ITB. 4. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of the proposed subcontractors for any part of the Contract.
- 4.2. A Bidder shall not have conflict of interest. Any Bidder, found to have a conflict of interest, shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in the same bidding process if they:
- a) or any of their affiliates are associated, or have been associated in the past, to provide consulting services for the preparation of the design, specifications and/or other documents to be used for the procurement of the Works to be executed pursuant to these Bidding Documents, or in any other way provided the consulting services in any aspect of the preparatory stages leading up to the issue of these bidding documents or hired/ proposed to be hired by Employer as Project Manager for the Contract implementation;
 - b) submit more than one Bid in this bidding process either individually or as a partner in the Joint Venture, except for alternative offers permitted under ITB. 15. Participation by a Bidder in more than one Bid shall result in rejection of all Bids in which the Bidder has participated. However, this does not limit the participation of a Bidder as a Subcontractor in another Bid or more than one Bid;
 - c) employ or otherwise engage, either directly or through any of their Affiliates, a Employer employee, spouse or any of the dependent parent of a Employer employee;
 - d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of Employer regarding this bidding process; or
 - e) have the same legal authorized representative for purposes of this Bid.

- 4.3. An Employer formed by the merger of two or more companies or divisions of such companies engaged in execution of Works as specified in the Bidding Documents can also participate provided the constituent companies or divisions before merger individually or jointly meet the stipulated qualification requirements fully.
- 4.4. If so, specified in the BDS, if a foreign/expatriate Bidder, who is currently not doing business within the Kingdom of Bhutan, is awarded the contract, the Bidder may be represented by an agent in the Kingdom of Bhutan. The agent shall be a legal entity, equipped and able to carry out the Contractor's obligations.
- 4.5. Where an agent is permitted to submit the Bid on behalf of the Foreign Bidder, payment of agency commission, if any, to the Foreign Bidder shall only be made in the local currency. The agent and the Foreign Bidder shall not be permitted to submit separate bids in the same bidding process. On the other hand, an agent shall not be allowed to work with and represent more than one party/Bidder.
- 4.6. In case of JVs with any of the Bhutanese Bidder the payment to the Bhutanese member of the JV for the services from within Bhutan shall be in local currency.
- 4.7. The Bidder shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Exclusion of Bidders

- 5.1. A Bidder shall be ineligible for participating in this bidding process under the following circumstances:
- a) The Bidders is insolvent or is in receivership or is a bankrupt or is in the process of being wound up; or has entered into an arrangement with the creditors; or
 - b) The Bidders' affairs are being administered by a court, judicial officer or appointed liquidator; or
 - c) The Bidder has suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or
 - d) The Bidder has been found guilty of professional misconduct by any competent authority as per law or any professional body; or
 - e) The Bidder has not fulfilled his obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which he is established or of the Kingdom of Bhutan; or
 - f) The Bidder has been declared by Employer or the Anti-Corruption Commission to be ineligible for participation in tenders on account of any fraud and/or corruption in competing or executing a Contract; or

- g) The Bidder has been debarred/blacklisted from participation in public procurement by any competent authority as per law; or
- h) As a matter of law or official regulation, the Royal Government of Bhutan (RGoB) prohibits commercial relations with the country of the Bidder. Such exception shall be specified in the BDS.

6. Joint Venture Bids

6.1. Bids submitted by a joint venture, if so, permitted in the BDS, formed by a number of legal entities as specified in the BDS subject to the condition that the total number of legal entities shall not exceed three (3) entities, shall comply with the following requirements:

- a) The Bid shall be signed by an authorized signatory of the joint venture, who has been authorized by all the other members, so that the bid is legally binding on all members;
- b) One of the partners shall be designated as leader who shall have the authority to conduct all business for and behalf of any and all members of the joint venture. This authorization shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories of the other members;
- c) The leader shall be authorized to receive instructions for and on behalf of any and all members of the Joint Venture and the entire execution of the contract, including payment, shall be done exclusively with the leader;
- d) All members of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with its terms; and
- e) A copy of the agreement entered into by the joint venture members as per the format provided in the bidding documents shall be submitted with the Bid. In order for JV to qualify, either the lead partner must meet the minimum technical qualification requirements or can be met jointly by the JV partners, as specified in the BDS.

- 6.2. The financial qualification requirements however may be met jointly by the members of the JV subject to the condition that each member can independently meet at least the minimum financial qualification requirements as specified in the BDS. Failure to comply with this requirement will result in rejection of the Joint Venture's Bid.
- 6.3. A firm can be a member in only one joint venture; bids submitted by joint ventures including the same firm as member in more than one JV in the same bidding process shall be rejected.

7. Responsibility of Bidders

- 7.1. Employer shall not assume any responsibility regarding information gathered, interpretations or conclusions made by the Bidder or regarding information, interpretations or deductions the Bidder may derive from the data or any report furnished by Employer. Verbal communication or conversation with any employee of Employer either before or after the submission of Bid shall not affect or modify any of the terms or obligations contained herein.
- 7.2. It shall be the sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the performance of the Contract in the event of award.

B. The Bidding Documents

8. Contents of Bidding Documents

- 8.1. The bidding documents includes the sections stated below together with any addendum/amendment to be issued in accordance with ITB. 12.

Section I	Instructions to Bidders (ITB)
Section II	Bid Data Sheet (BDS)
Section III	Bidding Forms
Section IV	General Conditions of Contract
Section V	Special Conditions of Contract
Section VI	Technical Specifications
Section VII	Contract Forms

- 8.2. The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents and shall be deemed to have carefully examined the bidding documents and also to have satisfied himself as to the nature, character and scope of work to be executed. Failure to furnish all information and documents required as per the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder's risk and may result in rejection of his bid.

9. Clarifications on Bidding Documents

- 9.1. The Bidder shall examine the bidding documents thoroughly in all respects and if any conflict, discrepancy, error or omission is observed, the Bidder may request clarification promptly. A prospective Bidder requiring any clarification on the bidding documents may notify Employer in writing by post or e-mail, to the address mentioned in BDS, not later than the date and time specified in BDS.
- 9.2. Employer shall issue clarification(s) as it may think fit in writing by post or e-mail prior to the deadline/ extended deadline for submission of Bids prescribed by Employer. All such clarifications shall form part of the bidding documents and shall accompany the Bidder's bid.
- 9.3. For the information of all Bidders, the clarifications shall also be uploaded on the Employer's and/or relevant website. The Bidders are advised to visit the website of the Employer from time to time in their own interest.
- 9.4. Bidders shall not be allowed to seek any clarification on the bidding documents in person or by telephone or other verbal means. Any queries sent by the Bidders after the date and time notified in the BDS or extended date, if any, shall not be entertained.
- 9.5. Should Employer deem it necessary to amend the bidding documents as a result of a clarification, it shall do so following the procedure under ITB. 12.
- 9.6. Any failure on the part of the Bidder to comply with the provisions under ITB 9 shall not excuse him/her for performing the works in accordance with the contract, in case of award.

10. Site Visit and Familiarization

- 10.1. The Bidder is advised to visit and examine the site and its surroundings where the Works are to be executed and obtain for itself on its own responsibility and risk, all information that may be necessary for preparing the Bid and entering into a Contract for execution of the Works. The costs of visiting the site shall be fully borne by the Bidder. Employer shall facilitate the site visit and Bidder is required to furnish advance intimation of his site visit.

- 10.2. The Bidder shall acquaint himself with the adequacy of local conditions and requirements including the approach roads to the site, adequacy of existing culverts, bridges and roads for the expected traffic, water and power supply, nature of ground and sub-soil conditions, water table level, river regime, river water levels and other details, geological and climatic conditions, local terrain, availability of labour and construction material, communication facilities, utility and labour conditions and shall not claim at any time after submission of the Bid or during the execution of the Contract that there was any lack of understanding with regard to the conditions imposed in the Contract or prevailing at the site.
- 10.3. In their own interest, the Bidders are required to familiarize themselves with the Income Tax Act, prevailing labour laws including laws and regulations governing engagement of labour for employment and deployment at site & other related acts and laws prevalent in the Kingdom of Bhutan. Further, the Bidders are required to comply with these acts/laws and other relevant provisions particularly with reference to the execution of the works.
- 10.4. Foreign Bidders shall familiarize themselves especially with the rules and regulation applicable to the foreign firms for carrying out business in the Kingdom of Bhutan.

11. Pre-Bid Meeting

- 11.1. A pre-bid meeting shall be conducted only if necessary to clarify doubts and concerns of the Bidders prior to submission of bids. The Bidders who have downloaded the bidding documents from the Employer's /relevant website shall attend pre-bid meeting to be held on the date, time and location specified in BDS.
- 11.2. Non-attendance at the pre-bid meeting shall not be a cause for disqualification of Bidders but at the same time shall not entitle them to raise any query at a later date.
- 11.3. Minutes of the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given together with any responses prepared after the meeting, shall be circulated to all Bidders who have downloaded the bidding documents.
- 11.4. Any modification to the bidding documents that may become necessary as a result of the pre bid meeting shall be made by Employer through the issue of an addendum pursuant to ITB. 12.

12. Amendment of Bidding Documents

- 12.1. At any time prior to the deadline for submission of Bids, Employer may amend the bidding documents by issuing an addendum/ corrigendum. This may be done either on Employer's own initiative or in response to clarification requests from any prospective Bidder.
- 12.2. The addendum/corrigendum shall be sent in writing either by post/ e-mail to all prospective Bidders. For the information of other Bidders, the addendum/amendments/corrigendum shall also be uploaded on the Employer/relevant website.

- 12.3. Employer shall assume that the information contained therein have been taken into account by the Bidder in its Bid and shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise by the Bidder.
- 12.4. Employer may, at its discretion, extend the deadline for submission of Bids pursuant to ITB. 25.2 to allow prospective Bidders reasonable time to take the addendum into account in preparation of their Bids. It would be in the interest of the Bidders to regularly visit the Employer website for information on any amendment or clarification to the bidding documents. Employer shall in no way be responsible for any ignorance of the Bidder about the amendment to the bidding documents.

C. Preparation and Submission of Bids

13. Cost of Bidding

- 13.1. The Bidder shall bear all costs, direct or indirect associated with the preparation and submission of his bid (including site visits and attending pre-bid meetings) and Employer in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

14. Language of Bid

- 14.1. The Bid, and all correspondence and documents related to the Bid shall be in English. Supporting documents and printed literature provided by the Bidder related to the Bid shall also be in English and if in any other language, should be translated to English. The English translation shall prevail on the interpretation.

15. Alternative Bids

- 15.1. Alternative bids shall not be considered, unless specifically allowed in the BDS. If so allowed, ITB. 15.1 and ITB. 15.2 shall govern, and the BDS shall specify which of the following options shall be allowed:
- a) Option One: A Bidder may submit alternative bids with his base bid and Employer shall only consider the alternative bids offered by the Bidder whose bid for the base case was determined to be the lowest-evaluated bid, or
 - b) Option Two: A Bidder may submit an alternative bid with or without a bid for the base case. All bids received for the base case, as well as alternative bids meeting the Technical Specifications pursuant to Section VI, shall be evaluated on their own merits.

- 15.2. Alternative bids shall provide all information necessary for a complete evaluation of the alternative by Employer, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details.

16. Documents Constituting the Bid

- 16.1. The Bid shall comprise the following documents:

- a) Bid submission forms and Bill of Quantities;
- b) Bid Security in accordance with ITB. 22;
- c) Integrity Pact Statement duly executed by the bidder, as per Form: 2 of Section III;
- d) Relevant bidding forms;
- e) Power of Attorney;
- f) Documentary evidences establishing Bidder's Qualification stipulated in BDS;
- g) Deviations sheet in accordance with bidding Form: 5 of Section III. No deviation, whatsoever, shall be permitted by Employer, to the provisions of the Bidding Documents listed in the BDS;
- h) Alternative Bids if permitted in the BDS; or
- i) Any other documents required in the BDS.

17. Bid Submission Forms

- 17.1. The Bidder shall submit the bid using the Bid Submission Form prescribed under Form: 6 of Section III. This form must be completed without any alterations to its text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 17.2. A bid in which the Bid Submission Form is not duly filled, signed and/or sealed by the bidder shall be rejected.

18. Bid Prices and Discounts

- 18.1. The Bidder shall fill in unit rates/ prices for all items of the Works described in the BoQ in figures. The unit rates/ prices quoted in the BoQ shall also be deemed to include any incidentals not shown or specified but reasonably implied or necessary for the proper completion and functioning of the whole specified item of the Works in accordance with the Bidding Documents and shall also deem to include the cost of construction of infrastructural facilities required for execution of the Contract and not included in the Works. The Contract shall be for the whole Works based on the unit rates and prices in the Priced BoQ submitted by the Bidder.
- 18.2. The unit rates/ prices quoted in the BoQ shall be inclusive of all taxes, duties, levies & charges payable in the Kingdom of Bhutan (including those levied on the construction material quarried from land owned by Employer or otherwise), as of thirty (30 days) days prior to the deadline for submission of Bids.
- 18.3. The total price at the bottom of the Priced BoQ shall be indicated both in figures and words.
- 18.4. If rebate/discount is offered, the overall discount in percentage shall be brought out in the Priced BoQ. Conditional rebates/discount, if any, offered by any Bidder shall not be considered during Bid evaluation.
- 18.5. The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Priced BoQ shall conform to the requirements specified below:
- a) Items for which no rate or price is entered by the Bidder in the Priced BoQ shall not be paid by Employer when executed and shall be deemed covered by the other rates and prices mentioned in the Priced BoQ.

19. Contract Price Adjustment

- 19.1. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract or subject to variation, as specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected pursuant to ITB. 31 unless adjustable price quotations are permitted.
- 19.2. If, in accordance with the BDS, prices quoted by the Bidder are subject to adjustment during the performance of the Contract:
- a) The prices quoted by the Bidder shall reflect changes in the cost of labour, material, etc. in accordance with the procedures specified in GCC.12.1
 - b) A Bid submitted with a fixed price quotation when Bids have been invited with price variation, will not be rejected, but the price adjustment will be treated as zero.
 - c) The estimated effect of the price adjustment provision applied over the period of execution of the Contract shall not be taken into consideration in Bid evaluation.
 - d) Employer shall indicate the name, source and origin of indices along with their base values and corresponding coefficients as per SCC.

20. Currencies of Bid

- 20.1. The unit rates and prices shall be quoted by the Bidder in any of the currency (ies) specified in the BDS.
- 20.2. The reference exchange rate (selling rate) prevailing on the day of Bid opening or the immediate preceding date as posted by the Royal Monetary Authority of the Kingdom of Bhutan shall be used for the conversion of prices.
- 20.3. The payment to the Contractor shall be made in the currency of Bid and any banking charges related to payment shall be borne by the Contractor.

21. Period of Validity of Bids

- 21.1. Bids shall remain valid till the date specified in the BDS. A Bid valid for a shorter period shall be liable for rejection by Employer as non-responsive.
- 21.2. In *exceptional* circumstances, prior to the expiry of the Bid validity period, Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing to all the participating Bidders. A Bidder may refuse the request to extend the validity of its Bid without forfeiting its Bid Security. In such a case, the Bid of the Bidder, refusing to extend the validity of its Bid, shall not be considered for evaluation and award. A Bidder granting the request shall be required to extend the validity of their Bid securities correspondingly but shall not be required or permitted to modify its Bid.
- 21.3. The provisions of ITB 22 regarding discharge and forfeiture of Bid Security shall continue to apply during the extended period of Bid validity.

22. Bid Security

- 22.1. The Bidder shall furnish, as part of its Bid, a Bid Security in original form, denominated in the currency and the amount specified in the BDS.
- 22.2. The Bid Security shall at the Bidder's option, be in any forms stipulated in the BDS:
- a) An unconditional and irrevocable Bank Guarantee as per the form; or
 - b) A Banker's Cheque/ Cash Warrant; or
 - c) A Demand Draft; or
 - d) Cash deposit in the Employer's bank account, only in case of exceptional circumstances.

- 22.3. Bid Security shall be issued by a reputable financial institution enforceable in any Banks in Bhutan;
- 22.4. Bid security shall be in its original form and copies shall not be accepted. Bid Security shall be valid for a period of thirty (30) days beyond the bid validity period, as extended, if applicable, in accordance with ITB. 21.2. Accordingly, the Bid security shall remain valid till the date specified in the BDS;
- 22.5. Any Bid not accompanied by adequate Bid Security shall be rejected by Employer as non-responsive.
- 22.6. Return of Bid Security:
- a) The Bid Securities of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security pursuant to ITB. 40 and signing the Contract.
 - b) In case of single stage – two-envelope and two stage mode of tendering, Bid Security of non-responsive Bidders shall be returned immediately after technical evaluation.
- 22.7. The Bid Security shall be forfeited:
- a) if a Bidder withdraws its Bid as a whole or in part during the Bid validity period; or
 - b) if the Bidder has been found practicing corrupt or fraudulent or collusive or coercive practices during bidding process; or
 - c) If the successful Bidder fails to:
 - i. accept the correction of its Bid Price pursuant to ITB. 32;
 - ii. sign the Contract in accordance with ITB 41; or
 - iii. furnish a Performance Security in accordance with ITB 40.

22.8. The Bid Security of a JV/C must be in the name of JV/C that submits the Bid.

23. Signing of Bids

23.1. The Bidder shall prepare ONE Original of the documents comprising the Bid as described in ITB Clause 18 and clearly mark it “ORIGINAL”. In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them “COPY”. In the event of any discrepancy between the original and the copies, the original shall prevail.

23.2. The original and all copies shall be typed or written in indelible ink and shall be signed by a person/persons duly authorized by the Bidder with official seal as per Form: 4 of Section III. However, any published document submitted along with the Bid shall be signed by the authorized signatory (ies) at least on the first page and last page of such document.

23.3. Any interlineations, erasures, overwriting, cutting or alteration shall only be valid if they are initialed by the authorized signatory (ies) to the Bid.

24. Submission of Bids

24.1. Each Bidder, including its affiliate, shall be permitted to submit only one Bid against a particular NIT. In case a Bidder and its affiliate have submitted separate Bids against the same NIT, such bids shall be rejected.

24.2. Bids shall be delivered by hand, courier or registered post or electronic means so as to reach Employer at the address specified in BDS on or before the date and time mentioned in BDS. Employer shall not be responsible for any delay in receipt of the bid where sent by post or courier.

24.3. In case of hand delivery, Bids shall be handed over to the Nodal officer at the address as specified in BDS.

24.4. The Bids shall be submitted in envelopes, signed and sealed in the manner stipulated hereunder or as mentioned in the BDS. The outer Envelope shall:

- a) be marked “CONFIDENTIAL”;
- b) be addressed to the Employer provided in the BDS;
- c) bear the Tender name and number; and
- d) provide a warning not to open before the time and date for Bid Opening.

- 24.5. Single-Stage Two Envelope Process:
- a) The inner Envelope- I shall contain:
 - i. Technical bids and be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder; and
 - ii. Be marked “ORIGINAL”, “ALTERNATIVE” (if permitted) and “COPY”
 - b) The inner envelope –II shall contain:
 - i. Financial bids and be signed across their seals by the person authorized to sign Bid on behalf of the Bidder; and
 - ii. Be marked “ORIGINAL”, “ALTERNATIVE” (if permitted) and “COPY”.
- 24.6. Where bids are invited under the single stage single envelope, both technical and financial bid shall be in one envelope.
- 24.7. In addition to the identification required in ITB. 24.4, the inner envelopes shall indicate the name and address of the bidder, to enable the bid to be returned unopened in case it is declared late pursuant to ITB. 26.
- 24.8. If the outer envelope is not sealed and marked as above, the Employer shall assume no responsibility for the misplacement or premature opening of the bid.
- 24.9. In the two-stage process, bidders shall be advised to submit only the technical bids in the first stage. In the second stage, bidders shall be requested to submit both their technical bids as modified and agreed with the Employer and the financial bids based on the modified technical bids simultaneously in two separate sealed envelopes.
- 24.10. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the procedures specified in the BDS.

25. Deadline for Submission of Bids

- 25.1. Bids must be received by Employer in accordance with ITB. 24. In the event of the specified date for submission of Bids being declared a holiday for Employer, the Bids shall be received up to the specified time on the next working day. Such postponement of date shall not have any impact on the other dates specified in the Bidding Documents (i.e., bid validity and validity of bid security).
- 25.2. Employer may, at its discretion, extend the deadline for the submission of Bids/ opening of Bids by issuing an addendum and hosting the same on the website, in which case all rights and obligations of Employer and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

25.3. In the event of the deadline for submission of Bid extended by Employer, the Bidders who have already submitted their Bids within the original deadline of submission shall have the option to submit their revised Bid in substitution either in full or in part of earlier Bid. In the absence of a revised Bid, the original Bid shall be considered for opening and subsequent evaluation if otherwise in order. Wherever, the Bidder has submitted the revised Bid in modification of earlier Bid, the earlier Bid shall be returned unopened to the Bidder.

26. Late Bids

26.1. Any Bid received by Employer after the bid submission deadline shall be declared late, rejected and returned unopened to the Bidder.

27. Withdrawal, Substitution or Modification of Bids

27.1. A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written withdrawal/ substitution/ modification notice prior to the deadline for submission of Bids, duly signed by an authorized representative, including a copy of the authorization, Power of Attorney as per Form: 4 of Section III. The bid requested to be withdrawn shall be returned unopened to the Bidder.

27.2. The substitution or modification of the Bid must accompany the respective written notice and must be:

- a) Submitted in accordance with ITB. 26 and, in addition, the respective cover envelopes shall be clearly marked “SUBSTITUTION” or “MODIFICATION;” and
- b) Received by Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB. 24.

- 27.3. No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of bid validity specified in the BDS or any extension thereof pursuant to 21.2.
- 27.4. Withdrawal, substitution or modification of a Bid between the deadline for submission of Bids and expiry of the period of bid validity (or any extension thereto) shall result in the forfeiture of the bid security pursuant to ITB.24.5.
- 27.5. If the lowest evaluated Bidder withdraws his Bid between the periods specified pursuant to ITB.29.4, the bid security of the Bidder shall be forfeited.

D. Bid Opening, Evaluation and Comparison

28. Bid Opening

- 28.1. Employer shall conduct the bid opening at the address, date and time specified in the BDS. Any specific electronic bid opening procedures required if electronic bidding is permitted shall be as specified in the BDS.
- 28.2. Bidders or their authorized representatives (not more than two) shall be allowed to attend the bid opening. Bidders who chose to attend shall sign the attendance sheet provided in the record of Bid opening with their name, designation, firm name and phone number or any other particulars as may be required. Bidders who chose to attend the opening shall not be allowed to speak on matters related to the Bid until and unless required by the committee members or by seeking permission from the Chairperson by raising hand. Bidders who have any complaint with regard to the Bid opening shall write in the complaint sheet and duly sign the sheet.
- 28.3. The written withdrawal notices duly signed by an authorized representative of the Bidder for withdrawal of Bids, if any, shall be opened first and read out and such Bids shall be returned to the Bidder unopened.
- 28.4. The written substitution/ modification notices duly signed by an authorized representative of the Bidder in accordance with ITB. 27.1 shall be opened and read out and the corresponding cover envelopes, which are marked “SUBSTITUTION”/ “MODIFICATION” shall be opened and exchanged with the corresponding Bids being substituted/modified. The substituted/modified bids shall not be opened, but returned to the Bidder.
- 28.5. Cover envelopes of all other Bids shall be opened one at a time. Bids not accompanied by requisite Bid Security, or other documents and information as detailed in ITB. 16 shall be rejected and returned to the Bidder.
- 28.6. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s representatives’ signature on the record shall not invalidate the contents and effect of the record.
- 28.7. In the case of Single Stage Two Envelope Bids, the technical bid shall be opened on the bid opening date. The date for opening the Financial Bid shall be intimated to the Bidders whose Bid is found responsive in the techno-commercial evaluation.

29. Confidentiality

- 29.1. Information relating to the examination, evaluation, comparison of Bids, and recommendation of Contract Award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 29.2. Any effort by a Bidder to influence the Employer in the examination, evaluation, comparison and post qualification of the Bids or Contract Award decisions may result in the rejection of its Bid.
- 29.3. Notwithstanding ITB 29, from the time of Bid Opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

30. Clarification of Bids

- 30.1. To assist in the examination, evaluation, comparison and post-qualification of the Bids, Employer may, at its discretion, ask any Bidder for a clarification on its Bid including justification and breakup of the rates and prices quoted. Any clarification submitted by a Bidder that is not in response to a request by Employer shall not be considered. Employer's request for clarification and the response thereto shall be in writing and shall be delivered by email/post/hand delivery.
- 30.2. No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by Employer in the evaluation of the Bids, in accordance with ITB. 32.

31. Preliminary examinations of Bids and determination of responsiveness

- 31.1. The Employer shall examine the Bids to confirm that all documents and information requested in ITB 16 have been provided, and to determine the completeness of each document submitted.
- 31.2. Prior to the detailed evaluation of bids, the Employer shall determine whether each bid (a) meets the eligibility criteria defined in ITB 4; (b) has been properly signed; (c) is accompanied by the Bid Security; and (d) is substantially responsive to the requirements of the bidding documents.
- 31.3. A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 31.4. If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

32. Correction of Arithmetical Errors in Price Bid

- 32.1. Arithmetical errors shall be corrected at the time of evaluation of Price Bid and the corrected figure shall be considered for the purpose of evaluated bid price. The corrections in the bid price shall be done as per the provisions of this clause and shall be binding on the Bidder. If the Bidder does not accept the correction of errors as per the provisions of this clause, the bid shall be rejected and the bid security shall be forfeited.
- 32.2. If there is a discrepancy between the product of unit price & quantity and the total price for such item, the product of unit price and quantity shall prevail and the total price shall be corrected unless in the opinion of Employer, there is an obviously gross misplacement of decimal point in the unit rate, in which case, the total of line item as quoted shall prevail and unit rate shall be corrected accordingly.
- 32.3. If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail, and the total price shall be corrected.
- 32.4. If there is a discrepancy between words and figure, wherever the bid document requires the figures to be written in words and figures, the amount in words shall prevail unless the amount expressed in word has an arithmetic error.
- 32.5. In case the Bidder has not quoted unit price against any item, Employer shall treat the price of unquoted items as zero for the purpose of evaluation, comparison and award, with the assumption that the costs have been absorbed elsewhere in the Price Bid. If such a Bidder emerges as the successful Bidder, he shall be awarded the contract without any price/rate for the concerned items.
- 32.6. In case prices for some items are given by a Bidder as lump sum where unit rates are required, Employer reserves the right to arrive at unit rate on the basis of dividing the entered lump sum amount by the specified quantity.

33. Detail Evaluation and Comparison of Bids

- 33.1. The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive. To evaluate a Bid, the Employer shall only use the factors, methodologies and criteria defined in ITB 33. No other criteria or methodology shall be permitted.

- 33.2. To evaluate and compare Bids, Employer shall consider the following:
- a) the final bid price, as quoted in accordance with ITB. 18 in the priced BoQ;
 - b) price adjustment for correction of arithmetic errors in accordance with ITB. 32;
 - c) price adjustment due to discounts offered in accordance with ITB. 18;
 - d) the cost of withdrawal of declared deviations as per Form: 5 of Section III and in accordance with ITB. 33.4;
 - e) adjustments due to the application of the evaluation criteria specified in the BDS or those set out in the Evaluation and Qualification Criteria uploaded in the Employer's/relevant website; and
 - f) adjustment due to the application of a margin of preference, in accordance with ITB 34, if applicable.

- 33.3. The evaluation shall be based on the evaluated cost of fulfilling the Contract in compliance with all commercial, contractual and technical obligations under the Bidding Documents. In arriving at the evaluated cost, the price for withdrawal of deviations shown in Form: 5 of Section III of the bid shall be used. Where necessary, if cost of withdrawal of any deviation is not given in Form: 5 of Section III, the Employer shall make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of Bids.
- 33.4. For the purpose of comparison, the total price offered by Bidders shall be calculated based on ITB. 33. Employer shall compare the total price offered by all substantially responsive bids of qualified Bidders to determine the lowest evaluated Bid.
- 33.5. If the lowest evaluated Bid appears abnormally low and/or seriously unbalanced, Employer may require the Bidder to produce written explanations of justifications and 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. Abnormally low Bid may or may not be accepted. If Employer decides to accept the abnormally low Bid /or the Bid with seriously unbalanced rates after considering the above, the Bidder shall be required to provide additional differential security in addition to the performance security, an equivalent to the difference between the estimated and quoted price to a maximum of (ten percent) 10% of the quoted price, to protect Employer against any financial loss in the event of default of the successful Bidder under the Contract. If the lowest evaluated Bid is abnormally high in the discretion of the Employer, then the Employer may seek justification for the high rates and if necessary, negotiate with the lowest evaluated Bidder and may reject the bid if considered to be abnormally higher than the estimate.
- 33.6. Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for Employer shall not be taken into account in Bid evaluation.

34. Margin of preference

- 34.1. If specified in the BDS, domestic Contractors may receive a margin of preference in during evaluation, for which this clause shall apply.
- 34.2. A domestic Bidder shall provide all evidence necessary to prove that it meets the following criteria to be eligible for a margin of preference in the comparison of its Bid with those Bidders who do not qualify for the preference. A domestic Bidder shall:
- a) be registered within Bhutan, constituted under and governed by the civil, commercial or public law of Bhutan, and have its statutory office, central administration or principal place of business there;
 - b) have majority ownership by nationals of Bhutan;
 - c) not subcontract more than twenty percent (20%) of the initial Contract Price, excluding provisional sums, to foreign contractors, suppliers and/or consultants.

- 34.3. Joint Ventures, Consortia and Associations of domestic firms may be eligible for the margin of preference provided that:
- a) the individual partners satisfy the criteria of eligibility of ITB 34.2 (a) and (b);
 - b) the JV/C/A is registered in Bhutan;
 - c) the JV/C/A does not subcontract more than ten percent (10%) of the initial Contract Price, excluding provisional sums, to foreign firms; and
 - d) the JV/C/A satisfies any other criteria specified for the purpose of domestic preference eligibility, as specified in the BDS.

34.4. The procedure used to apply the margin of preference shall be as stipulated in the BDS.

35. Subcontracting

35.1. Unless otherwise stated in the BDS, Employer does not intend to execute any specific elements of the Works by subcontractors. If permitted, Bidders may propose subcontracting for part of works as specified in the BDS.

36. Employer’s Right to Accept Any Bid and to Reject Any or All Bids

36.1. 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 contract award, without thereby incurring any liability to Bidders or any obligation to inform the affected Bidders of the grounds for such action of the Employer.

E. Award of Contract

37. Award Criteria

37.1. Employer shall award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated Bid, further provided that the Bidder is determined to be eligible and qualified and has the capacity and capability to fulfil the contract in accordance with relevant provisions of the bidding document.

38. Notification of Award

38.1. Prior to the expiry of the period of bid validity, Employer shall notify the successful Bidder, through a Notification of Award (NoA) as per Form: 1 of Section VII in writing, that its bid has been accepted indicating the award price. The successful bidder shall return a copy of the Notification of Award to Employer after duly recording “Accepted Unconditionally” under the signature of the authorized signatory within seven (7) days of the date of notification of award.

38.2. Until a formal contract is prepared and executed, the NoA shall constitute a binding contract between the successful Bidder and Employer.

38.3. Upon the furnishing of performance security pursuant to ITB.40 by the successful Bidder, Employer shall:

- a) Promptly notify each unsuccessful Bidder and return their bid security; and
- b) Publish a notification of award on its website.

39. Debriefing by Employer

- 39.1. On receipt of Notification of Award, an unsuccessful Bidder has three (3) working days to make a written request to Employer for a debriefing. Employer shall provide a debriefing to all unsuccessful Bidders whose request has been received within this deadline.
- 39.2. Where a request for debriefing has been received within the deadline, Employer shall provide a debriefing within five (5) working days.
- 39.3. Employer shall discuss only such Bid and not the bids of other competitors. The debriefing shall not include:
- a. point-by-point comparisons with another Bid; and
 - b. information that is confidential or commercially sensitive to other Bidders.
- 39.4. The purpose of debriefing is to inform the aggrieved Bidder of the reasons for lack of success, pointing out the specific shortcomings in its bid without disclosing contents of other bids.

40. Performance Security

- 40.1. Within thirty days (30) days after receipt of the Notification of Award the successful Bidder shall submit Performance Security equal to 10% of the Contract Price and in the form stipulated in the BDS, denominated in the type and proportions of currencies in the Notification of Award.
- 40.2. Failure of the successful Bidder to comply with the requirements of ITB. 40.1 and shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 40.3. Upon the successful Bidder's signing of the Contract and furnishing of the Performance Security pursuant to ITB 41.1, the Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and shall discharge the Bid Securities of the unsuccessful Bidders.

41. Signing of Contract

- 41.1. Upon accepting the Notification of Award (NoA), the successful Bidder shall submit the Performance Security and sign the Contract within thirty (30) days as per form 3 Section VII.
- 41.2. Where the Contract is not signed by both parties in person:
- a) The Employer shall send to the successful Bidder a duly signed copy comprising of complete Contract documents and the NoA. These documents shall be signed by the successful Bidder or its duly authorized representative, together with the date of signature, in order for the Contract to be effective;

- b) The NoA shall indicate the deadline within which the successful Bidder shall sign these documents with the date of signature and return a copy to the Employer, in accordance with the mode of delivery including electronic mode (e.g. scanned copy with electronic signature, etc.) as may be specified by the Employer in the NoA;
- c) The Contract shall become effective from the date of signing these documents;
- d) Failure of the successful Bidder to accept the award/ sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

42. Vendor Performance Management System (VPMS)

- 42.1. The performance of the Contractor shall be assessed as per the VPMS available in the Employer’s website for the purpose of assessing the performance of the Contractor. In addition to this, any other Contractor performance rating system may apply, as applicable.

43. Complaint and Review

- 43.1. If the Bidder has or is likely to suffer, loss or injury due to breach of a duty imposed on the Employer by the provisions of this bidding document, the Bidder shall submit the complaint in writing to the Employer within five (5) days from the date of Notification of Award.
- 43.2. The Head of Procuring Agency shall, within 5 days after the submission of the complaint, issue a written decision.

SECTION II – BID DATA SHEET

BID DATA SHEET

The Bid Data Sheet (BDS) contains information and provisions that are specific to a particular bidding process. The Employer must specify in the BDS only information that the Instructions to Bidders (ITB) request to be specified in the BDS. All information shall be provided, and no clause shall be left blank. To facilitate the preparation of the BDS, its clauses are numbered with the same numbers as the corresponding ITB clauses. This guide provides information to the Employer on how to enter all required information, and includes a BDS format that summarizes all information to be provided.

Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

ITB	Particulars
4.4	The Bidder Not required to be represented by an agent in Bhutan.
5.1(h)	Insert names of the countries from which contracting of works or any payments to persons or entities in that country are prohibited. Name of the countries: NA
6.2 and 6.12	Joint Venture/Consortium (JV/C) Bids are permitted: No
9.1, 9.4 and 12.1	For Bid clarification purposes, the Employer’s address is: Attention Mr. Norbuling, Address: AE, CMG, TOMS, BPC, Tingtibi Phone number: 17560328 Electronic mail: norbuling@bpc.bt ; web: www.bpc.bt Bid clarification request will be received on or before: Time: 1200hrs Date: 04.05.2023
11.1	A pre-bid meeting NA .
15.1	Alternative Bids “shall not be” permitted.
16.1 (i)	The Bidder shall submit with its Bid the following additional documents: <i>such as copies of:</i> a) <i>Valid Trade License;</i> b) <i>Latest Tax Clearance Certificate;</i> c) <i>Valid CDB registration certificate;</i>
16.1 (g)	Deviation to any of these clauses anywhere in the Bid shall not be permitted: i. GCC 1.4: Governing Laws ii. GCC 19: Settlement of Disputes iii. GCC 13: Contract Price iv. GCC 3.2: Performance Security

	<ul style="list-style-type: none"> v. GCC 15.4: Patent Indemnity vi. GCC 10.3: Defect Liability vii. GCC 15.5: Limitations of Liability viii. GCC 8.1: Time for Commencement and Completion
19.2	The prices quoted by the Bidder “shall not” be adjustable.
20.1	The Currencies of Bid shall be: [“ <i>Bhutanese Ngultrum</i> ”]
21.1	The Bid validity period shall be 60 days from the last date of bid submission i.e., up to 05.07.2023
22.1	The Bidder shall furnish a bid security in the amount of Nu. 99,000.00 (<i>Ng. Ninety Nine Thousand</i>) Only shall be valid up to (90 days) should be in favor of Finance Officer, FAD, BPC, P/ing shall be valid up to 05.08.2023.
22.2	The Bid Security shall be provided in any one of the following forms issued/enforceable by any Financial Institutions in Bhutan: <ul style="list-style-type: none"> i. An unconditional and irrevocable Bank Guarantee; or ii. A Banker’s Cheque/ Cash Warrant; or iii. A Demand Draft; or iv. Cash deposit in the Employer’s bank account, only in case of exceptional circumstances.
22.4	The Bid Security shall be valid till: 05.08.2023
23.1	In addition to the original Bid, the number of copies is: One(01)
24.3	For the purpose of bid submission only, the Employer’s address is: The Sr. Manager TOMS, BPC, Tingtibi; Zhemgang Bhutan
24.4	<p style="text-align: center;">1. Single Stage Single Envelope Superscript of Cover Envelope: “CONFIDENTIAL”</p> <p>Bid for: Construction of Store Shed and fencing with GI Chain Link Mesh for existing barbed wire fencing at 132/33kV Substation & R&M of Office cum Staff Quarter building at ESD, BPC Zhemgang.</p> <p style="text-align: right;">NIT No. 22/BPC/TOMS-Tingtibi/2023/Vol-1/120 April 14, 2023 Not to be Opened On or Before Due Date for Opening on:04.05.2023 (14:30 Hours)</p>

24.10	Bidders “ shall not ” have the option of submitting their Bids electronically.
28.1	The Bid Opening shall take place at: Venue: Conference hall, TOMS, BPC, Tingtibi Date: 04.05.2023 Time (BST): 1430 hrs.
33.2 (e)	In addition to the requirements specified in ITB.16.1, the following qualifying requirement shall be met by the Bidder. Not applicable. A. Experience & Technical capability B. Financial capacity. i) Net- worth of the bidder for the financial year. ii) Average annual turnover for last three (03) financial year iii) Credit facility. C. Bid capacity.
34.1	Margin of domestic reference of Ten percent (10%)” shall not ” apply
34.4	The procedure used to apply the margin of preference shall be: NA
35.1	The ceiling for sub-Contractor’s participation and conditions are: NA
40.1	The Performance Security shall be provided in any one of the following forms issued by a reputable Financial Institution and enforceable in any Banks in Bhutan: (a) Unconditional bank guarantee in the form provided in Section VII, Contract Forms; or (b) Demand draft; or (c) Cash warrant;

SECTION III – BIDDING FORMS

(Form No. 1 to Form No. 8)

Applicable forms from this section shall be submitted by the Bidder along with the Bid

FORM 1: BID SECURITY (BANK GUARANTEE)

Bank Guarantee No.

Date.....

To

[Employer’s Name and Address]

Dear Sir/ Madam,

In accordance with NIT No., M/s having its Registered/Head Office at (Here-in-after called the 'Bidder') wish to participate in the said Tender for[Name of Package]

As an unconditional and irrevocable bank guarantee against Bid Security for an amount of[insert currency and amount in words and figures*] valid up to.....[insert date@]is required to be submitted by the Bidder as a condition precedent to participating in the said Tender which amount is liable to be forfeited on the happening of any of the events mentioned in the Bidding Document.

We, the [Name & address of the Bank] having our Head Office at (#) guarantee and undertake to pay immediately on demand by the Employer or its authorized representative, the amount of[insert currency and amount in words and figures*] without any reservation, protest, demand and recourse. Any such demand made by Employer shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to(@) If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s..... [Bidder's Name] on whose behalf this guarantee is issued.

All rights of Employer under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by Employer under this Guarantee against the Bank within thirty (30) days from the above-mentioned expiry date of validity or, from that of the extended date.

In witness where of the Bank, through its authorized officer, has set its hand and stamp on this.....day of.....20.....at.....

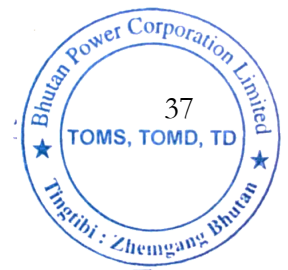
WITNESSES: SIGNATURE OF AUTHORIZED SIGNATORY OF THE BANK

1.
.....
(Signature)

1.
.....
(Signature)

.....

.....



(Name)

.....
(Official Address)

2.

.....
(Signature)

.....
(Name)

.....
(Official Address)

(Name)

.....
(Designation)

Authorized vide

Power of Attorney No.....

Date.....

2.

.....
(Signature)

.....
(Name)

.....
(Designation)

Authorized vide

Power of Attorney No.....

Date.....

Note: (*) Shall be as specified in the BDS.

(@) The Bid security shall be valid till the date as specified in BDS.

(#) Complete mailing address of the Head Office and issuing branch of the Bank be given with fax no./telephone no. of the contact person.

FORM 2: INTEGRITY PACT STATEMENT

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of the employing agency/ or his authorized representative should be the signing authority. For the Bidders, the Bidder himself or his authorized representative must sign the integrity pact (IP). If the winning Bidder had not signed during the submission of the bid; the tender shall be rejected/ cancelled.

INTEGRITY PACT

1: General

Whereas the **(Mr. Choten Tshering, Sr. Manager, TOMS, BPC, Tingtibi)** here in after referred to as the Employer one part, and (Mr..... representing the M/s..... on the other part (hereafter referred to as the Bidder) here by execute this agreement as follows:

2. Objectives

Now, therefore, the employer and the Bidder agree to enter into this pre-contract agreement, here in after referred to as integrity pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into, with a view to:

- 2.1. Enable the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enable Bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors shall also refrain from bribing and other corrupt practices and the Employer shall commit to prevent corruption, in any form by their officials by following transparent procedures.
- 3. Commitments of the Employer

The Employer commits itself to the following:

- 3.1. The Employer hereby under takes that no official of the Employer, connected directly or indirectly with the Contract, shall 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, bid evaluation, contracting or implementation process related to the Contract.
- 3.2. The Employer further confirms that its officials have not favored any prospective Bidder in any form that could afford an undue advantage to that particular Bidder during the tendering stage, and shall further treat all Bidders alike.
- 3.3 All the officials of the Employer shall report to the Chief Executive Officer, Employer, any attempted/completed violation of clauses 3.1 and 3.2.
- 3.4 Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the Contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the Contract would not be stalled.

4. Commitments of Bidders

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-

contract stage in order to secure the Contract or in furtherance to secure it and in particular commits himself to the following:

- 4.1 The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, commission, fees, brokerage, any materials or immaterial benefit to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 4.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, commission, fees, brokerage, any material or immaterial benefit to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Employer for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other contract with the Employer.
- 4.3 The Bidder shall not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5 The Bidder shall not enter into any monetary dealings or transaction, directly, with any tender committee member, and if he does so, the Employer shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

5. Sanctions for Violation

The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offence by the Bidder, or any one, employed by him, or acting on his behalf, shall be dealt with as per the provisions of the Penal Code of Bhutan, 2004, and the Anti – Corruption Act, 2006.

In the event of a breach, the Employer shall also take all or any one of the following actions, wherever required:

- 5.1 Immediately call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- 5.2 Immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.
- 5.3 Forfeit the Earnest Money/security deposited with the Employer.
- 5.4 Recover all sums already paid to the Bidder.
- 5.5 Encash the advance bank guarantee and performance bond /warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Employer, along with interest.

- 5.6 Cancel all or any other Contracts with the Bidder.
- 5.7 Debar the Bidder from entering into any bid from the Employer as per the Debarment Rule.
- 6. Examination of Books of Accounts
- 6.1 In case of any allegation of violation of any provisions of this integrity pact or payment of commission, the Employer/authorized persons or relevant agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents and shall extend all possible help for the purpose of such examination.
- 7. Monitoring and Arbitration
- 7.1 The Employer shall be responsible for monitoring and arbitration of IP as per the procurement rules.
- 8. Legal Actions
- 8.1 The actions stipulated in this integrity pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceeding as.
- 9. Validity
- 9.1 The validity of this integrity pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the employer and the Bidder.
- 9.2 Should one or any provision of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties shall strive to come to an agreement to their original intentions.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it. Further, the information provided in this agreement is true and correct to the best of our knowledge and belief.

The parties here by sign this Integrity pact aton

Affix
Legal
Stam

Affix
Legal
Stamp

EMPLOYER

CID :

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BIDDER/REPRESENTATIVE

CID :

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Witness: _____

Witness: _____

Name:.....

Name:.....

CID :

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CID :

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DHI Group – Standard Bidding Document for Works

- 5.6 Cancel all or any other Contracts with the Bidder.
- 5.7 Debar the Bidder from entering into any bid from the Employer as per the Debarment Rule.
- 6. Examination of Books of Accounts
- 6.1 In case of any allegation of violation of any provisions of this integrity pact or payment of commission, the Employer/authorized persons or relevant agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents and shall extend all possible help for the purpose of such examination.
- 7. Monitoring and Arbitration
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- 9.2 Should one or any provision of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties shall strive to come to an agreement to their original intentions.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it. Further, the information provided in this agreement is true and correct to the best of our knowledge and belief.

T  sign this Integrity pact at Tingtibi on 14.04.2023

Affix
Legal
Stamp

EMPLOYER

CID :

1	0	7	0	7	0	0	1	9	2	0
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BIDDER/REPRESENTATIVE

CID :

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Witness: 

Witness: _____

Name: Norbuling

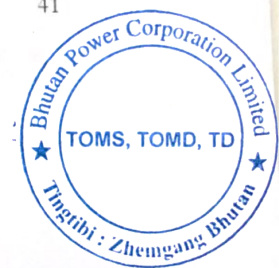
Name: _____

CID :

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CID :

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FORM 3: BIDDER’S 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 of Bid submission]*

NIT No.:

1.	Bidder’s Legal Name:
2.	In the case of a Joint Venture (JV) legal name of each member of the Joint Venture:
3.	Bidder’s or each member of JV’s Country of Registration:
4.	Bidder’s or Each member of JV’s Year of Registration:
5.	Bidder’s or Each member of JV’s Legal Address in Country of Registration:
6.	Bidder’s or Lead member of JV’s Local Address in Bhutan (if any):
7.	Bidder’s or Each member of JV’s Website Address:
8.	Bidder’s or Each member of JV’s Business Activities:
9.	Bidder’s or Lead member of JV’s Authorized Representative Name: Designation: Address: Telephone: E-mail Address:
10.	Bidder’s or Lead member of JV’s Authorized Representative in Bhutan (if any) Name of the Employer or firm: Name of the contact person: Designation: Address: Telephone: E-mail Address:

	Services to be provided by the local representative:
11.	Status of the Bidder (check the box as applicable): <ul style="list-style-type: none"> ● Bidding Company ● Lead Member of the Joint Venture ● Agent of the Foreign Bidder
12.	Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i> <ul style="list-style-type: none"> ● Tax Clearance Certificate of Bidder named in 1 or 2 above (applicable for Bhutanese Bidders) ● Trade License of Bidder named in 1 or 2 above (applicable for Bhutanese Bidders) ● Certificate of Incorporation or Registration of Bidder named in 1 or 2 above ● Any other certificate to support the legal entity of the Bidder named in 1 or 2 above

Date: _____ Signature.....

Place: _____ Name.....

Designation.....

Seal.....

FORM 4: POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT WE, [insert name of the Bidder] an Employer incorporated under the [insert relevant statute of the country of incorporation] and having its registered office at [insert address] (Hereinafter referred to as the “Bidder”) having been authorized by the Board of Directors of the Employer, inter alia, to execute contracts in the name of and for and on behalf of the Employer. I [insert name of the person giving the power of attorney] presently holding the position of [insert designation of the person giving the power of attorney] in the Employer do hereby constitute, appoint and authorize Mr..... [insert name, designation and residential address of the person to whom the power of attorney is being given] as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental to submission of our Bid against NIT No., floated by Employer. I hereby further authorize the above attorney for signing and submission of the Bid and all other documents, information related to the Bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the Bid and such documents related to the Bid, and providing responses and representing us in all the matters before Employer in connection with the Bid for the said NIT till the completion of the bidding process.

I accordingly hereby nominate, constitute and appoint above named severally, as my lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

WE do hereby agree and undertake to ratify and confirm whatever the said Attorney shall lawfully do or cause to be done under and by virtue of this power of Attorney and the Acts of Attorney to all intents and purposes are done as if I had done the same on behalf of the Employer if these presents had not been made.

IN WITNESS whereof I, have executed these presents this the day of at

EXECUTANT

Signature.....

Name:

Designation.....

ACCEPTED:

Signature of Attorney.....

Name:

Designation.....

Signature of the Attorney Attested

.....



EXECUTANT

Name.....

Designation.....

Office Seal.....

Note: *The Power of Attorney should be notarized as per applicable legal provisions in the country of the Bidder*

FORM 5: DEVIATION SCHEDULE (IF APPLICABLE)

NIT No: _____

To:

[Employer’s relevant official, name and address]

Sir/Madam,

The following are the deviations and variations from and exceptions to the terms, conditions and specifications of the Bidding Documents for procurement of.....*[insert brief description of works]* These deviations and variations are exhaustive. We are furnishing below the cost of withdrawal for the deviations and variations stated in this Form. We shall withdraw the deviations proposed by us in this Form at the cost of withdrawal indicated herein, failing which our Bid may be rejected and bid security forfeited.

We confirm that except for the deviations and variations stated in this Form to our Bid, the entire work shall be performed as per specifications and conditions of the Bidding Documents without any extra cost to Employer, irrespective of any mention to the contrary anywhere else in the Bid, failing which our Bid may be rejected and Bid security forfeited.

Further, we agree that additional condition, deviation, if any, found in the Bidding Documents other than those stated in this Form, save those pertaining to any rebates offered, shall not be given effect to.

Section / Clause No	Page No.	Statement of Deviations	Cost of withdrawal
---------------------	----------	-------------------------	--------------------

Date: (Signature).....

Place: (Name).....

(Designation).....

(Seal).....

Note: Continuation sheets of like size and format may be used and annexed to this Form if required.

FORM 6: BID SUBMISSION FORM

Date:

NIT no. and Title of Contract.....

To:

.....,

 Employer

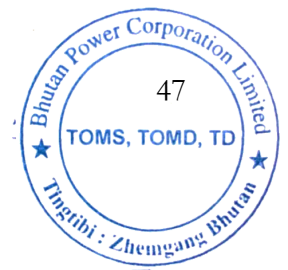
We, the undersigned, declare that:

- a) Having examined all the Bidding Documents (with reference ITB 10), including addenda [*insert list*], we offer to execute the (*name and title of the contract/work*) in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of BTN..... (In figures), Ngultrums..... (In words).
- b) This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.
- c) We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the Bidding Documents and specified in the Bidding Data Sheet.
- d) We, including any subcontractors for any part of the Contract, have nationalities from eligible countries in accordance with ITB Clause 7;
- e) We have no conflict of interest in accordance with ITB sub clause 5.2;
- f) Our firm, its affiliates or subsidiaries—including any subcontractors for any part of the Contract—has not been declared ineligible under the laws or official regulations of Bhutan, in accordance with ITB Clause 6 and other relevant clauses.
- g) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name & address of agent	Amount & Currency	Purpose of commission or gratuity

** If none, please state none*

- h) Our duly executed Integrity Pact Statement is attached herewith.
- j) We accept the vendor performance management system.



DHI Group – Standard Bidding Document for Works

AUTHORIZED SIGNATURE: _____ (AFFIX LEGAL STAMP)

Name and title of signatory:

Name of Bidder: _____

Address:

FORM 7: BILL OF QUANTITIES

[The objectives of the Bill of Quantities are:¹

- a) To provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b) When a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances, which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Day work Schedule

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Employer of the realism of rates quoted by the Bidders, the Day work Schedule should normally comprise the following:

- a) A list of the various classes of labour, materials and Constructional Plant for which basic Day work rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor shall be paid for work executed on a Day work basis.
- b) Nominal quantities for each item of Day work, to be priced by each Bidder at Day work rates as Bid. The rate to be entered by the Bidder against each basic Day work item should include the Contractor's profit, overheads, supervision and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's) they shall be used.]

¹ In lump sum contracts the Bill of Quantities is prepared only for information and is not contractual. In such cases, the contractual documents prepared by the Bidder shall be a Schedule of Activities.

Price Schedule

Abstract of Bill of Quantity

SL No:	Description	Amount(Nu)	Remarks
A-i	Construction of Closed store Shed with CGI Sheet at Tingtibi under TOMS, BPC, Tingtibi(Civil works)		
ii	Electrical works		
B	Construction of Fencing with GI chainlink mesh in existing barbed wire fencing at 132/33/11kV substation under TOMS, BPC, Tngtibi		
C	R&M Office Cum & Staff Quarter works for ESD, BPC, Zhemgang		
	Total Amount(Nu)		

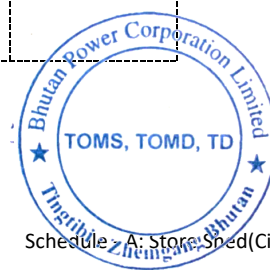
Ng(.....)only



Bill of Quantity

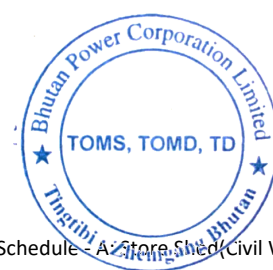
A:- Name of Work: Construction of Closed store Shed with CGI Sheet at Tingtibi under TOMS, BPC, Tingtibi

Sl. No.	Description of Items	Unit	Qty.	Rate (Nu.)	Amount (Nu.)
C l e a r i n g G r a s s					
1	Clearing jungle including uprooting of vegetation & trees of girth < 300mm & disposal within 50m of the site	Sqm	302.67		
DISMANTLING & DEMOLITION WORK					
2	Demolishing reinforced concrete, including stacking steel bars and disposal of rubbish within 50m lead	Cum	11.21		
EARTH WORK					
3	Excavation in foundation trenches or drains not exceeding 1.5m in width or area 10 sq.m on plan, including dressing & ramming, disposal of surplus soil within 50m lead & 1.5m lift- Hard Soil	Cum	111.61		
4	Filling of trenches, sides of foundations etc. in layers <200mm using selected excavated earth, ramming etc. within lead 50 m & lift 1.5m.	Cum	24.99		
5	Providing & laying dry earth bedding, including consolidating each deposited layer by watering, ramming and dressing.	Cum	204.96		
CONCRETE WORK					
6	Providing and laying in position plain cement concrete excluding the cost of centering and shuttering - All work upto plinth level:- 1:4:8 (1 cement : 4 sand : 8 graded crushed stone 40 mm nominal size)	Cum	10.46		
7	Providing and laying in position plain cement concrete excluding the cost of centering and shuttering - All work upto plinth level. 1:2:4 (1 cement : 2 sand : 4 graded crushed rock 20 mm nominal size)	Cum	19.29		
8	Providing & laying in position reinforced cement concrete excluding the cost of centering, shuttering and reinforcement - all work upto plinth level - 1:1.5:3 (1 cement : 1.5 sand : 3 graded crushed rock 20 mm nominal size)	cu.m	10.36		
S t e e l R e i n f o r c e m e n t					
9	Providing & fixing Thermo-Mechanically Treated reinforcement bar (Yield Strength 500 Mpa BSB approved brand) for R.C.C work including cutting, bending, binding and placing in position complete	Kg	1222.42		
FORM WORK					
10	Providing & fixing centering and shuttering (formwork), including strutting, propping etc. and removal of formwork :- Foundation and plinth etc.	Sqm	46.88		
11	Providing & fixing centering and shuttering (formwork), including strutting, propping etc. and removal of formwork :- Columns, pillars, post, struts etc.	Sqm	27.63		
STONE WORK					
12	Providing & laying Random Rubble Masonry with hard stone in foundation & plinth, In cement mortar 1:6	Cum	28.56		
13	Providing and laying Hand packed stone filling or soling with stones	Cum	44.98		
STEEL WORK					
15	Steel work riveted or bolted, in built up sections, trusses, frame-works, including cutting, hoisting, fixing and appl. priming coat of red lead paint:- In Tees, angles, flats and channels	Kg.	989.10		
16	Steel work welded, in built up sections, trusses, frame-works including cutting, hoisting, fixing and appl. priming coat of red lead paint:- In Tees, angles, flats and channels	Kg.	764.00		
17	Steel work welded, in built up sections, trusses, frame-works including cutting, hoisting, fixing and appl. priming coat of red lead paint :- In Tubular sections	Kg.	3025.79		



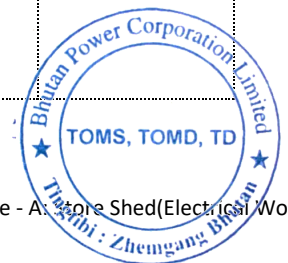
Sl. No.	Description of Items	Unit	Qty.	Rate (Nu.)	Amount (Nu.)
18	Providing & fixing M.S. round hold-down bolts with nuts and washer plates (20mm dia. 300mm long)	Kg	41.50		
19	Providing, making and fixing M.S. straps, flats, sole plates etc. including appl. priming coat of red lead paints.	Kg	1708.48		
20	Steel work welded, in built up sections, trusses, frame-works including cutting, hoisting, fixing and appl. priming coat of red lead paint:- In Tubular sections/Square bar 50x25mm 3mm thick(Medium quality)	Kg	756.96		
21	Steel work welded in built up sections, trusses, frame works including cutting, hoisting, fixing and applying priming coat of red lead paint - In Tees, angles, flats and channels.	Kg.	1,895.94		
ROOFING WORK					
21	Providing & fixing Corrugated Galvanised Iron (CGI) sheeting, including bolts, hooks and nuts 8mm dia. with bitumen and G.I limpet washers filled with white lead for connection, excluding the cost of purlins, rafter and trusses:- 24g	Sqm	247.75		
22	Providing & fixing Pre Painted Steel Corrugated Roofing sheets, including bolts, hooks and nuts 8mm dia. with bitumen and G.I limpet washers filled with white lead for connection, excluding the cost of purlins, rafter and trusses:- 25g (0.50mm):- red colour	Sqm	219.80		
23	Providing & fixing 600mm ridges or hips in Pre Painted Steel sheets, including bolts, hooks and nuts 8mm dia G.I limpet and bitumen washers for connection.25g(0.50mm) red colour	m	31.39		
PLASTERING WORK					
24	Providing & laying cement plaster, finished with floating coat of neat cement :- 20mm plaster in C.M 1:4	Sqm	68.29		
PAINTING AND WALL PAPER					
25	High gloss synthetic enamel(for steel & wood work, two coats on new work	sq.m	106.40		
26	Providing and laying 50mm thick Plinth Protection and grouted with fine sand mix including well rammed, finishing the top smooth with cement concrete 1:3:6, 20mm aggregates, laid over 75mm thick layer of compacted gravel (40mm)	Cum	122.85		
27	Construction of foundation drains of minimum size 200 mm wide & 250 mm deep with stone fill of average size 50 - 100 mm as per drawing or as directed by the engineer including excavation and delivery of materials	Mtr.	88.66		
Construction of Gate					
28	Steel work welded, in built up sections, trusses, frame-works including cutting, hoisting, fixing and appl. priming coat of red lead paint :- In Tees, angles, flats and channels		211.66		
29	Providing and laying 20mm cement paster in cm 1:4	Sqm	7.36		
30	Providing and applying finishing coat with aluminium paint two coats on new work (For M.S. gate)	Sqm	15.01		
Total Amount(Nu)					

Ng(.....)only



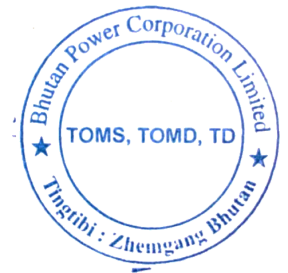
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SL #	DESCRIPTION OF ITEMS OF WORK	Qty	Unit	Rate(Nu)	Amount (Nu)
A	ELECTRICAL WORKS				
1.0	WIRING AND ACCESSORIES				
1.1	Wiring for light, fans, call bell and 2 pin light socket outlet with 1.5 sq.mm 1.1kV grade, PVC insulated copper conductor cable in PVC surface conduit including connections, painting, testing and commissioning etc. as required				
1.1 (a)	Short Point.	2	Point		
1.1 (b)	Medium point.	2	Point		
1.1 (c)	Long point.	5	Point		
1.3	Wiring for lighting circuit with 1.1kV grade, PVC insulated copper conductor cable in PVC surface conduit including connections, painting, testing and commissioning etc. as required				
1.3 (a)	2x2.5 Sq.mm.	15.00	m		
1.4	Wiring for 5/6 pin, 16 ampere plug point with 4 sq.mm 1.1kV grade, PVC insulated copper conductor cable in PVC surface conduit with providing and fixing 5/6 pin, 16 ampere socket outlet and switch including earthing the third pin, connections, painting, testing and commissioning etc. as required				
1.4 (a)	Medium point.	1	Point		
1.5	Wiring for points in excess length above long points with 1.1kV grade, PVC insulated copper conductor cable in PVC surface conduit including connections, painting, testing and commissioning etc. as required				
1.5(a)	2x4 sq.mm	16.00	m		
1.6	Supplying and fixing of PVC conduit on surface including all accessories such as screws, bends,elbows, Tees, corners, etc. complete as required				
1.6 (a)	32 mm,14SWG	70.00	m		
2.0	LIGHTING FIXURES AND ACCESSORIES				
2.1	Supplying & fixing & testing of twin(2x40W) prewired wired indoor fluoresent lamp luminaries with 20cm MS down rod at two ends	6	No		
2.2	Supplying, installation, testing & commissioning of ceiling fan 240 volt A.C 1400 rpm with all accessories such as down rod, sweep 3 Nos.,canopy 2 Nos., condenser and fan body etc. complete as required				
2.2 (a)	1400mm sweep.	3	each		
3.0	LAMPS				
3.1	Supplying & fixing of Fluorescent tube rod lamp 240 volt A.C				
3.1 (a)	18W T8 LED Tube Rod	12	each		
4.0	CONTROL GEARS AND PROTECTIONS				
4.1	Supply & Installation, testing & commissioning of miniature circuit breaker (MCB) SPN, 230 volt A.C complete with all accessories suitable to fix on a din-bar etc. as required				
4.1 (a)	25A	1	each		
4.2	Supply & Installation, testing & commissioning of residual current circuit breaker (RCCB) double pole, sensitivity 30mA, 230 volt A.C complete with all accessories suitable to to fix on a din-bar etc. as required				



4.2(a)	25A	1	each		
4.3	Supply & Installation, testing & commissioning of miniature circuit breaker (MCB) SPN, 230 volt A.C complete with all accessories suitable to fix on a din-bar etc. as required				
4.3(a)	6A	3	each		
4.3(b)	16A	3	each		
4.4	Supply & fixing of SPN distribution board (DIN type) with metal door, 230 volt A.C complete with all accessories without MCB/isolator/RCCB out going or incoming etc. as required				
4.4 (a)	6 way	1	each		
5.0	EARTHINGS				
	Providing and laying of metal strip at 0.5m below ground level for as strip earth electrodes including soldering etc as required				
5.1(a)	25x4mm G.I strip	10.00	m		
6.0	Power cable				
6.1	Supplying of 2- Core 1.1KV grade PVC insulated and sheathed Aluminium conductor armoured power cables				
6.1(a)	6 Sq.mm	153.00	m		
6.2	Laying of one number PVC insulated and sheathed power cable copper/aluminium,armoured/un-armoured 1.1KV single core to four core direct in the ground including excavation, sand cushioning, protective covering and refilling the trenches etc. as required				
6.2(a)	Above 6sq.mm to 25sq.mm	20.00	m		
	Laying of one number PVC insulated and sheathed power cable copper/aluminium, armoured/un-armoured 1.1KV single core to four core in the existing RCC/Hume/Stone ware/G.I pipes as requir				
	Above 6sq.mm to 25sq.mm	50.00	m		

Ng(.....)only



Bill of Quantity

B:- Name of Work: Construction of Fencing with GI chainlink mesh in existing barbed wire fencing at 132/33/11kV substation under TOMS, BPC, Tngtibi

Sl. No.	Description of Items	Unit	Qty.	Rate (Nu.)	Amount (Nu.)
1	Dismantling barbed wire, flexible wire including making rolls & stacking within 50m lead	Kg	327.6		
2	Clearing grass including removal of rubbish within 50m of site	Sqm	409.5		
3	Steel work riveted or bolted/punch, in built up sections, trusses, frame-works, including cutting, hoisting, fixing and appl. priming coat of red lead paint:- In Tees, angles, flats and channels(65x5mm flat)	Kg	3,352.89		
4	Providing & fixing G.I chain-link mesh on existing angle post or struts including G.I staples,nuts and bolts as per requirement at site , (excluding the cost of posts/struts, earthwork, concrete etc.):- 4mm (8 SWG) x 75mm	Sqm	450.45		
5	Providing & applying one coat of primers :- Metal work - synthetic red oxide primer two coat for old work	Sqm	193.19		
6	Providing and applying finishing coats:- Aluminium paint, two coat on old work	Sqm	193.19		
	Amount(Nu)				

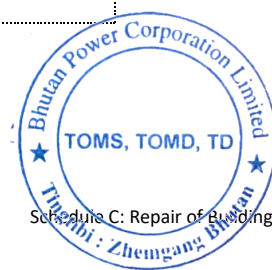
Ng(.....) Only



Bill of Quantity

C:- Name of Work: Estimate for R&M Office Cum & Staff Quarter works for ESD, BPC, Zhemgang (FY-2023)

Sl. No.	Description of Items	Unit	Qty.	Rate (Nu.)	Amount (Nu.)
DISMANTLING & DEMOLITION WORK					
1	Demolishing cement concrete 1:3:6 & richer, including disposal of materials within 50m lead	Cum	1.58		
2	Dismantling cement A.C, celotex, hardboard ceiling, partition, including stacking useful materials & disposal rubbish within 50m	Sqm	115.67		
3	Providing and laying in position plain cement concrete excluding the cost of centering and shuttering - All work upto plinth level :- 1:3:6 (1 cement : 3 sand : 6 graded crushed rock 20 mm nominal size)	Cum	1.58		
PAINTING & WALL PAPER					
Painting Items					
4	Finishing wall with white colour Water-Proof Cement Paint: Old work, one coats	Sqm	163.04		
5	Acrylic washable distemper, one coat on old work	Sqm	337.75		
6	Providing and applying wood stains, varnishes & polishes : Wood stain (various colours), one coat : Golden brown	Sqm	170.36		
Repair to Plasters					
7	Repair to plaster including cutting to shape, surface preparation, proving and applying cement plaster to the surface, disposal rubbish within 50m lead :- Patch area <2.5sq.m	Sqm	50.00		
Plinth Protection					
8	Providing and laying 50mm thick Plinth Protection and grouted with fine sand mix including well rammed, finishing the top smooth With cement concrete 1:3:6, 20mm aggregates, laid over 75mm thick layer of compacted gravel (40mm)	Sqm	10.56		
9	Providing & fixing Pre-laminated Particle Board Lining with necessary nails etc. complete (excluding cost of frame) 10mm thick	Sqm	91.25		
10	Providing & laying in position reinforced cement concrete work in suspended floor, roofs having slope upto 15o, landings, balconies, shelves and chajjas upto floor five level excluding the cost of centering, shuttering and reinforcement:- 1:1.5:3 (1 cement : 1.5 sand : 3 graded crushed rock 20 mm nominal size) kichen slab	Cum	1.68		
11	Providing & fixing Thermo-Mechanically Treated reinforcement bar (Yield Strength 500 MPa) for R.C.C work including cutting, bending, binding and placing in position complete 10mm for kichen slab @ 150mm c/c	kg	237.65		
12	Providing & fixing centering and shuttering (formwork), including strutting, propping etc. and removal of formwork:- Foundation and plinth etc.	Sqm	9.80		
13	Providing & laying Concrete Solid Block Masonry (115 mm) in superstructure below floor 2 level In cement mortar 1:4 kichen slab support wall	Sqm	4.50		
14	Red corrugal, ready mixed, on G.I. sheets\one coat on old work	Sqm	525.29		



15	Providing, preparing and applying Sumdang painting (Not washable) :- Ding	Sqm	82.46		
Undressed Timber Framing					
16	Providing & fixing Class 'B' (conifer) (undressed) in wall-frames etc.	Cum	0.38		
17	Providing & fixing flush door shutters (pre-fabricated), block-board core with ply veneer, chemically treated : 30mm	Sqm	1.54		
18	Providing & fixing to frames (wall or ceiling) Class 'A' (conifer) plain lining, tongued and grooved, including necessary fixtures, wooden plugs and priming coat on unexposed surfaces (excluding cost of frames):- 20 mm thick	Sqm	6.30		
Total Amount(Nu)					

Ng(.....)only



FORM 8: PRICE ADJUSTMENT DATA(NOT APPLICABLE)

NIT No:

To,

[Name, Designation and address of Employer]

Dear Sir,

We hereby furnish the relevant details pertaining to the price adjustment provisions in your specifications and documents.

Sl No.	Variables	Name of published index and its origin	Value of indices as on 30 days prior to date set for Opening of bids.
	Material		
	Labour		

Date: Signature.....

Place: Name.....

Designation.....

Seal.....

Note:

- Bidders shall note that it is mandatory to furnish the values of various indices and name, source & origin of the published indices, wherever called for in the bidding document. Bidders are also required to mention whether the indices are monthly average, weekly average or as applicable.*

** Continuation sheets of like size & format shall be used, if required, in case number of currencies is more than one.*

*** Continuation sheets of like size and format may be used, if countries of origin of expatriate labour are more than one.*

SECTION IV – GENERAL CONDITION OF CONTRACT

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1. DEFINITIONS

1.1. The following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- a) **“Affiliate”** means business concerns, organizations, or individuals that control each other or that are controlled by a common third party. Control may include shared management or ownership, common use of facilities, equipment and employees; or family interest.
- b) **“Applicable Laws of Bhutan”** means the laws and any other instruments having the force of law in Bhutan;
- c) **“Consultant”** means an individual or a legal entity entering into a Contract to provide the Services to the Company under the Contract;
- d) **“Consulting Services”** means expert services of a professional and/or intellectual nature, provided by the Consultant based on specialized expertise and skills, pursuant to the Contract executed between the Company and Consultant; Consultancy Services includes but not limited to policy advice, institutional reforms, management, engineering services, construction supervision, financial services, procurement services, social and environmental studies, hydrological studies, geotechnical and seismic studies, lineament mapping and identification, preparation of prefeasibility, feasibility and detailed project reports and implementation of projects;
- e) **“Contract Price”** means the aggregate price payable to the Contractor as specified in the Contract at the time of award, subject to such additions and adjustments thereto or deductions therefrom as may be made pursuant to the provisions of the Contract till the completion of the contract, the price so adjusted shall be termed as Executed Price;
- f) **“Contract”** means the formal agreement in writing, entered into between the Company and the consultant on acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the Kingdom of Bhutan;
- g) **“Day”** means calendar day of the Gregorian calendar. However, “Working day” as used herein means all calendar days excluding Sundays and Government holidays in the Kingdom of Bhutan;
- h) **“Company”** means the company who is tendering the contract;
- i) **“Domestic Bidder”** shall mean any Bidder having nationality of Bhutan or a group of legal entities all members of the group having nationality of Bhutan. A legal entity shall be considered as having the nationality of Bhutan if it is registered within Bhutan constituted under and governed by the civil, commercial or public laws of Bhutan, and have its statutory office, central administration or principal place of business in Bhutan;
- j) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to 13;
- k) **“Foreign Currency”** shall mean any currency other than Bhutanese Ngultrum (BTN)
- l) **“GCC”** means General Conditions of Contract;
- m) **“Government”** means the Royal Government of Bhutan (RGoB).
- n) **“In Writing”** means communicated in written form (e.g. by mail, electronic mail, fax,) with proof of receipt;
- o) **“ITC”** means Instructions to Consultants;
- p) **“Month”** means calendar month of the Gregorian Calendar.

- q) **“Member”** means any of the entities that make up the joint venture/ consortium/association; and **“Members”** means all these entities.
- r) **“Party”** means the Company or the Consultant, as the context requires, and **“Parties”** means both of them.
- s) **“Personnel”** means professional and support staff provided by the Consultant or by any Sub-Consultants and assigned to perform the Services or any part thereof; **“Foreign Personnel”** means such professional and support staff who at the time of being so provided have their domicile outside Bhutan; **“Local Personnel”** means such professional and support staff who at the time of being so provided have their domicile in Bhutan; and **“Key Personnel”** means the Personnel referred to in 38.2.
- t) **“RFP”** means Request for Proposal;
- u) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- v) **“Sub-Consultant”** means a Consultant selected to provide a pre-specified service and nominated as sub-consultant to the main Consultant for such purpose;
- w) **“Terms of Reference (TOR)”** means the document included in the RFP as Section V which defines the objectives, goals, scope of work, activities, tasks, responsibilities of the Company and the Consultant, required outputs and results of the assignment, as well as background information (including a list of existing relevant studies and basic data) to facilitate the Consultants’ preparation of their proposals.
- x) **“Third Party”** means any person or entity other than the Company, the Consultant or a Sub-Consultant.

2. RELATIONSHIP BETWEEN THE PARTIES

- 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Company and the Consultant. The Consultant, subject to the Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. GOVERNING LAW

- 3.1. The Contract shall be governed by and interpreted in accordance with the laws of the Kingdom of Bhutan. The courts of Thimphu shall have exclusive jurisdiction in all matters arising out of the Contract unless otherwise stated in the SCC.
- 3.2. The Consultant shall, in all matters arising in the performance of the Contract, comply in all respects, give all notices and pay all fees required by the provisions of any statute, ordinance or other law or any regulation or by law of any duly constituted authority of the Kingdom of Bhutan.
- 3.3. The Consultant shall indemnify and hold harmless the Company from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Consultant or its personnel including its Sub-Consultants and their employees.

4. LANGUAGE

- 4.1. The Contract, as well as all correspondence and documents relating to the Contract exchanged by the Consultant and the Company, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, the translation shall govern.

- 4.2. The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Consultant.

5. HEADINGS

- 5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. NOTICES

- 6.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SCC.

7. LOCATION

- 7.1. The Services shall be performed at such locations as are specified in the SCC, Appendix A of Appendices hereto and, where the location of a particular task is not so specified, at such locations, whether in Bhutan or elsewhere, as the Company may approve.

8. AUTHORITY OF MEMBER IN CHARGE

- 8.1. In case the Consultant consists of a joint venture/consortium/association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Company under this Contract, including without limitation the receiving of instructions and payments from the Company.

9. AUTHORIZED REPRESENTATIVES

- 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Company or the Consultant may be taken or executed by the officials specified in the SCC.

10. CONTRACT PERFORMANCE SECURITY

- 10.1. The Consultant shall provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC. The proceeds of the Performance Security shall be payable to the Company as compensation for any loss resulting from the Consultant's failure to complete its obligations under the Contract.
- 10.2. The Performance Security shall be denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Company, and shall be valid until the successful completion of the Contractor's performance obligations under the Contract, including any warranty obligations, and shall be in one of the following forms:
- Unconditional bank guarantee,
 - Banker's certified cheque/cash warrant, or
 - Demand draft.
- 10.3. The Performance Security shall be discharged by the Company and returned to the Consultant not later than thirty (30) days following the date of completion of the Consultant's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

11. TAXES AND DUTIES

- 11.1. Unless otherwise specified in the SCC, the consultant, sub-consultants and personnel shall pay such taxes, duties, fees and other impositions as may be levied under the applicable law.

12. FRAUD AND CORRUPTION

- 12.1. It is required that Consultants, their Sub-Consultants and the Personnel of both observe the highest standards of ethics during the execution of the Contract.

- 12.2. For the purposes of this sub-clause, the terms set forth are defined as follows:
- 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 or to avoid an obligation;
 - c) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - d) “coercive practice” 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;
 - e) “obstructive practice” is
 - i. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - ii. acts intended materially to impede the exercise of the inspection rights of the Company or any organization or person appointed by the Company.
- 12.3. the Company will cancel the Contract if it at any time determines that representatives of the Consultant, any Sub-Consultant, the personnel of either of them, or any other participant in the procurement and Contract execution process, were engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement and selection process or the execution of the Contract.
- 12.4. the Company will sanction a Consultant, Sub-Consultant or the personnel of either of them, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded the Company Contract if at any time it determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, the Company Contract.
- 12.5. the Company will report the case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anti-Corruption Commission (ACC) of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.
- 12.6. the Company will require the successful Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives or commission agents with respect to the selection process or the execution of the Contract. The information disclosed must include at least the name and address of the agent, representative or commission agent, the amount and currency, and the purpose of the commission or fee.

13. HIGH STANDARD OF CONDUCT

- 13.1. The client requires that the consultant and its personnel maintain a high standard of conduct when carrying out their functions under this contract. Accordingly, the consultant and its personnel are expected to recognize the contribution of others, regardless of their nationality, gender, religion, seniority or contractual status. The client will take prompt action to address incidents involving conduct that does not live up to these standards, which may result in replacement of any individual expert, consultant, or contractual staff involved in such incidents pursuant to Clause 41.
- 13.2. This Contract shall come into force and effect on the date (the “Effective Date”) of the Company’s notice to the Consultant instructing the Consultant to begin carrying out the

Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

14. TERMINATION OF CONTRACT FOR FAILURE TO BECOME EFFECTIVE

- 14.1. If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

15. COMMENCEMENT

- 15.1. The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

16. EXPIRATION OF CONTRACT

- 16.1. Unless terminated earlier pursuant to 22 hereof, this Contract shall expire at the end of such time period after the Effective Date as is specified in the SCC.
- 16.2. If the Contractor fails to complete the work within the stipulated time, then Liquidated Damage shall be deducted as mentioned in 17.

17. LIQUIDITY DAMAGES

- 17.1. The Consultant shall be liable to pay liquidated damages to the Client at the rate per day stated in the for each day delay later than the Intended Completion Date, pursuant to 16: Expiration of Contract.
- 17.2. If the Consultant fails to complete the work as per schedule mentioned in Clause 16.1, the client shall, without prejudice to its other remedies under the Contract, deduct the amount from any monies in its hands, due or which may become due to the Contractor, as liquidated damages a sum equivalent to 0.05% to 0.3% of the Contract Price for delay of each day subject to maximum of 10% of the Contract Price.

18. ENTIRE AGREEMENT

- 18.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

19. MODIFICATIONS OR VARIATION

- 19.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

20. FORCE MAJEURE

- 20.1. “Force Majeure” shall mean any event or circumstance beyond the control of the Company or of the Consultant, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected and which substantially affect the performance of the Contract. The event and circumstances of Force Majeure shall include, without limitation, the following:
- a) war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war;
 - b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts;
 - c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de-jure or de-facto authority or ruler or any other act or failure to act of any government authority;

- d) strike by persons other than Contactor's or Sub Consultants employees/workers/labourers, sabotage, lockout, freight embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, epidemics, quarantine and plague;
 - e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster;
 - f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.
- 20.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and to avoid or overcome in the carrying out of its obligations hereunder.
- 20.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- 20.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 20.5. **Measures to be taken:**
- 20.5.1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 20.5.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 20.5.3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 20.5.4. During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Company, shall either:
- a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incur, and, if required by the Company, in reactivating the Services; or
 - b) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 20.5.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to 48.

21. SUSPENSION

- 21.1. the Company may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such

notice of suspension. Upon remedying the failure by the Consultant, the payments to the Consultant shall be commenced.

22. TERMINATION

22.1. Termination by the Company

22.1.1. the Company may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this clause. In such an occurrence the Company shall give not less than thirty (30) days written notice of termination to the Consultant, or sixty (60) days in case of the event referred to in paragraph (g) of this clause.

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to 21 hereinabove, within forty-five (45) days of receipt of such notice of suspension or within such further period as the Company may have subsequently approved in writing.
- b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to 48 hereof.
- d) If the Consultant, in the judgment of the Company, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing this Contract.
- e) If the Consultant submits to the Company a false statement which has a material effect on the rights, obligations or interests of the Company.
- f) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a continuous period of not less than sixty (60) days.
- g) If the Company, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

22.2. Termination by Consultant

22.2.1. The Consultant may terminate this Contract, by not less than thirty (30) days written notice to the Company, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this clause.

- a) If the Company fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to 48 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a continuous period of not less than sixty (60) days.
- c) If the Company fails to comply with any final decision reached as a result of arbitration pursuant to 48 hereof.
- d) If the Company is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Company of the Consultant's notice specifying such breach.

22.3. **Cessation of rights and obligations**

22.3.1. Upon termination of this Contract pursuant to 14 or 22 hereof, or upon expiration of this Contract pursuant to 16 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in 0 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in 0 thereof (applicable for only time based contract), and (iv) any right which a Party may have under the Applicable Laws of Bhutan.

22.4. **Cessation of Services**

22.4.1. Upon termination of this Contract by notice of either Party to the other pursuant to 22.1 or 22.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment, vehicles and/or materials furnished by the Company, the Consultant shall proceed as provided respectively by 35 or 36 hereof.

22.5. **Payment upon Termination**

22.5.1. Upon termination of this Contract pursuant to 22.1 or 22.2 hereof, the Company shall make the following payments to the Consultant:

- a) remuneration pursuant to 46.1 hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to **Error! Reference source not found.** hereof for expenditures actually incurred prior to the effective date of termination; and
- b) except in the case of termination pursuant to paragraphs (a) through (e) of 22.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel.

22.6. **Disputes about events of Termination**

22.6.1. If either Party disputes whether an event specified in paragraphs (a) through (f) of 22.1 or in 22.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter for settlement through arbitration under 48 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

23. STANDARD OF PERFORMANCE

23.1. The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Company, and shall at all times support and safeguard the Company's legitimate interests in any dealings with Sub-Consultants or Third Parties.

24. LAW GOVERNING SERVICES

24.1. The Consultant shall perform the Services in accordance with the Applicable Laws of Bhutan and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the said Applicable Laws. the Company shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

25. CONFLICT OF INTEREST

25.1. The Consultant shall hold the Company's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests.

26. CONSULTANT NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, ETC.

26.1. The payment of the Consultant pursuant to 46 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to 0 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

26.2. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Company on the procurement of goods, works or services, the Consultant shall comply with the applicable procurement guidelines, and shall at all times exercise such responsibility in the best interests of the Company. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Company.

27. CONSULTANTS AND AFFILIATES NOT TO ENGAGE IN CERTAIN ACTIVITIES

27.1. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

28. PROHIBITION OF CONFLICTING ACTIVITIES

28.1. The Consultant shall not engage, and shall cause its Personnel as well as its Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

29. CONFIDENTIALITY

29.1. Except with the prior written consent of the Company, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

30. LIABILITY OF THE CONSULTANT

30.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be governed by the Applicable Laws of Bhutan.

31. INSURANCE

31.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Company, insurance against the risks, and for the coverage specified in the, and (ii) at the Company's request, shall provide evidence to the Company

showing that such insurance has been taken out and maintained and that the current premiums thereof have been paid.

32. ACCOUNTING, INSPECTION AND AUDITING FOR TIME-BASED CONTRACTS

32.1. The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs, and the bases thereof, and (ii) shall periodically permit the Company or its designated representative, for a period of up to five (5) years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Company.

33. ACTIONS REQUIRING PRIOR APPROVAL

33.1. The Consultant shall obtain the Company's prior approval in writing before taking any of the following actions:

- a) Any change or addition to the Personnel listed in Appendix C of Appendices.
- b) Subcontracts: The Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Company. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Company to be incompetent or incapable in discharging their assigned duties, the Company may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Company, or to resume the performance of the Services itself.
- c) Any other action that may be specified in the SCC.

34. REPORTING OBLIGATIONS

34.1. The Consultant shall submit to the Company the reports and documents specified in Appendix B of Appendices hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered on CD ROM in addition to the hard copies specified in the said Appendix.

35. DOCUMENTS PREPARED BY CONSULTANTS

35.1. All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Company under this Contract shall become and remain the property of the Company, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Company, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software, and use such software for its own use with prior written approval of the Company. If license agreements are necessary or appropriate between the Consultant and third parties for the purposes of development of any such computer programs, the Consultant shall obtain the Company's prior written approval to such agreements, and the Company shall be entitled at its discretion to require recovery of the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

36. EQUIPMENT, VEHICLES AND MATERIALS PROVIDED BY THE COMPANY

36.1. Equipment, vehicles and materials made available to the Consultant by the Company, or purchased by the Consultant wholly or partly with funds provided by the Company, shall be the property of the Company and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Company an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Company's instructions. While in possession of such equipment, vehicles

and materials, the Consultant, unless otherwise instructed by the Company in writing, shall insure them at the expense of the Company in an amount equal to their full replacement value.

37. EQUIPMENT AND MATERIALS PROVIDED BY THE CONSULTANT

- 37.1. Equipment or materials brought into Bhutan by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

38. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

- 38.1. The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

- 38.2. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix C of Appendices. If any of the Key Personnel has already been approved by the Company, his/her name is to be listed as well.

38.3. This clause 38.3 is applicable only for Time-Based Contracts

- 38.3.1. In order to comply with the provisions of 23 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C of Appendices may be made by the Consultant by written notice to the Company, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in 46.1.1(b) of this Contract. Any other such adjustments shall only be made with the Company's written approval.

- 38.3.2. If additional work is required beyond the scope of the Services specified in Appendix A of Appendices, the estimated periods of engagement of Key Personnel set forth in Appendix C of Appendices may be increased by agreement in writing between the Company and the Consultant. In case payments under this Contract exceed the ceilings set forth in 46.1.1 (b), of this Contract, this will be explicitly mentioned in the agreement.

39. APPROVAL OF PERSONNEL

- 39.1. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C of Appendices are hereby approved by the Company. In respect of other Personnel which the Consultant proposes to use in carrying out the Services, the Consultant shall submit to the Company for review and approval a copy of their Curricula Vitae (CVs). If the Company does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Company.

40. WORKING HOURS, OVERTIME, LEAVE, ETC.

(This clause 40 is applicable only for Time-Based Contracts)

- 40.1. Working hours and holidays for Key Personnel are set forth in Appendix C of Appendices hereto. To account for travel time, Foreign Personnel carrying out Services inside Bhutan shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in or after their departure from Bhutan as is specified in Appendix C of Appendices hereto.

- 40.2. The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave. The Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C of Appendices.

41. REMOVAL AND/OR REPLACEMENT OF PERSONNEL

- 41.1. Except as the Company may otherwise agree, no changes shall be made in the Personnel for any reason beyond the reasonable control of the Consultant, such as retirement, death,

medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

- 41.2. If the Company (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Company's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Company.

(This clause 0 is applicable for only Time-Based Contracts)

- 41.3. Any of the Personnel provided as a replacement under 41.1 and 41.2 above, as well as any reimbursable expenditure (including expenditures due to the number of eligible dependents) the Consultant may wish to claim as a result of such replacement, shall be subject to prior written approval by the Company. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary effectively to be paid to the replacement person and the average salary effectively paid to the replaced person in the period six months prior to the date of replacement. Except as the Company may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

- 41.4. **In case of Lump-Sum Contracts, the above clause 0 shall NOT be applicable.**

In Lump-Sum Contracts, the Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

42. RESIDENT PROJECT MANAGER

- 42.1. If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in Bhutan a resident project manager, acceptable to the Company, shall take charge of the performance of such Services.

43. THE COMPANY'S OBLIGATIONS

- 43.1. Unless otherwise specified in the SCC, the Company shall use its best efforts to ensure that the Government shall:
- a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
 - b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Bhutan.
 - c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
 - d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
 - e) Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Laws of Bhutan.

- f) Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Laws of Bhutan, of bringing into Bhutan reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
- g) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC.

44. CHANGE IN APPLICABLE LAWS

- 44.1. If, after the date of this Contract, there is any change in the Applicable Laws of Bhutan with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in 46.1.1.

45. SERVICES, FACILITIES AND PROPERTY OF THE COMPANY

- 45.1. the Company shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix F of Appendices at the times and in the manner specified in the said Appendix F of Appendices.
- 45.2. In case such services, facilities and property are not be made available to the Consultant as and when specified in Appendix F of Appendices, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to 46.1.1.

46. PAYMENTS

- 46.1. *Payment clauses in case of Time-Based Contracts.*

- 46.1.1. **Cost estimates and Ceiling Amount**

- a) An estimate of the cost of the Services payable in foreign currency is set forth in. An estimate of the cost of the Services payable in local currency is set forth in the SCC.
- b) Except as may be otherwise agreed under 19 and subject to 46.1.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.
- c) Notwithstanding 46.1.1(b) hereof if, pursuant to any of 44 or 45 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in 46.1.1(a) above, the ceiling or ceilings, as the case may be, set forth in 46.1.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

- 46.1.2. **Remuneration and Reimbursable expenses**

- a) Subject to the ceilings specified in 46.1.1 (b) hereof, the Company shall pay to the Consultant (i) remuneration as set forth in 46.1.2 (b) hereunder, and (ii) reimbursable expenses as set forth in 46.1.2 (c) hereunder. Unless otherwise specified in the SCC, said remuneration shall be fixed for the duration of the Contract.
- b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with 15 and (or such other date as the Parties shall agree in writing), at the rates referred to in, and subject to price adjustment, if any, specified in SCC.
- c) Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in SCC.
- d) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Company, once the applicable salaries and allowances are known.
- e) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176th of a month or twenty-two (22) days being equal to one month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

46.1.3. **Currency of Payment**

Foreign currency payments shall be made in the currency or currencies specified in the, and local currency payments shall be made in Bhutanese Ngultrum (BTN).

46.1.4. **Mode of billing and payment**

Billings and payments in respect of the Services shall be made as follows:

- a) Within the number of days after the Effective Date specified in the SCC, the Company shall cause to be paid to the Consultant advance payments in foreign currency and in Bhutanese Ngultrum (BTN) as specified in the. When the indicate advance payment, this will be due after provision by the Consultant to the Company of an advance payment guarantee acceptable to the Company in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee shall (i) remain effective until the advance payment has been fully set off, and (ii) be in the form set forth in Appendix H of Appendices hereto, or in such other form as the Company shall have approved in writing. The advance payments will be set off by the Company in equal instalments against the statements for the number of months of the Services specified in the until said advance payments have been fully set off.
- b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Company, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to 46.1.3 and 46.1.4 for such month, or any other period indicated in the SCC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion and which pertains to reimbursable expenses.
- c) the Company shall pay the Consultant's statements within thirty (30) days after the receipt by the Company of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Company may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

- d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Company. The Services shall be deemed completed and finally accepted by the Company and the final report and final statement shall be deemed approved by the Company as satisfactory ninety (90) days after receipt of the final report and final statement by the Company unless the Company, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount which the Company has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Company within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Company for reimbursement must be made within twelve (12) calendar months after receipt by the Company of a final report and a final statement approved by the Company in accordance with the above.
- e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- f) Payments in respect of remuneration or reimbursable expenses which exceed the cost estimates for these items as set forth in Appendix D and E of Appendices may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by the Company prior to being incurred.
- g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46.2. **Payment clauses in case of Lump-Sum Contracts.**

46.2.1. **Lump-Sum Payment**

The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A of Appendices. Except as provided in 44 and 45.2, if the Parties have agreed to additional payments in accordance with 19.

46.2.2. **Payment for additional services**

For the purpose of determining the remuneration due for additional services as may be agreed under 19, a breakdown of the lump-sum price is provided in Appendices D and E of Appendices.

46.2.3. **Terms and conditions of payment**

Payments will be made to the account(s) of the Consultant and according to the payment schedule stated in the SCC. Unless otherwise stated in the, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the. Such guarantee shall be in the form set forth in Appendix H of Appendices, or in such other form as the Company shall have approved in writing. Any other payment shall be made after the conditions listed in the for such payment have been met, and the Consultant has submitted an invoice to the Company specifying the amount due.

46.2.4. **Interest on delayed payments**

If the Company has delayed payments beyond fifteen (15) days after the due date stated in the, interest shall be paid to the Consultant for each day of delay at the rate stated in the SCC.

47. FAIRNESS AND GOOD FAITH

47.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

47.2. The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with 48 hereof.

48. SETTLEMENT OF DISPUTES

48.1. **Amicable Settlement**

48.1.1. If any dispute of any kind whatsoever arises between Employer and the Consultant in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the works – whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation.

48.2. **Adjudicator**

48.2.1. If any dispute of any kind whatsoever shall arise between the Company and the Consultant in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Works– whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract – the Parties shall seek to resolve any such dispute or difference by mutual consultation. If the Parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either Party to the Adjudicator, with a copy to the other Party.

48.2.2. The Adjudicator shall be jointly appointed by the Company and the Contractor under the Contract. Failing agreement between the two within thirty (30) days, the Adjudicator shall be appointed under the Contract on the request of either Party by the Appointing Authority specified in the . The Adjudicator so appointed shall be by mutual consent.

48.2.3. The Adjudicator shall give its decision in writing to both Parties within thirty (30) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Company or the Consultant within fifty-six (56) days of such reference, the decision shall become final and binding upon the Company and the Consultant. Any decision that has become final and binding shall be implemented by the Parties forthwith.

48.2.4. Should the Adjudicator resign or die, or should the Company and the Consultant agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract; another Adjudicator shall be appointed in the same manner as provided in 48.2.2.

48.2.5. The Adjudicator shall be paid fee plus expenditures incurred in the execution of its duties as Adjudicator under the Contract as specified in the. These costs shall be divided equally between the Company and the Consultant.11;

- a) in the place designated in the SCC; and
 - b) in the language in which this Contract has been executed.
- 48.2.6. The arbitrators shall also decide on the cost of arbitration and allocation thereof. The expenses incurred by each Party in connection with the preparation and presentation of its case prior to, during and after the arbitration proceedings shall however be borne by the respective Party.
- 48.3. Notwithstanding any reference to the Adjudicator or arbitration herein:
- a) the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - b) the Company shall pay the Consultant any monies due to it.
- 48.4. The arbitration award shall be final on the Parties who shall be deemed to have accepted to carry out the resulting award without delay and to have waived their right to any form of appeal insofar as such waiver can validly be made.

49. OWNERSHIP OF DELIVERABLES

- 49.1. All custom work done by the Contractor and covered by this Contract will be treated as "work for hire" on behalf of the Company, with all rights, title, and interest in all intellectual property that comes into existence through the Consultants custom work being assigned to the Company except that Consultant retains Intellectual Property Rights with respect to Consultant's Pre-existing Work subject to the licenses and rights granted to the company in this Agreement.
- 49.2. Additionally, the Consultant waives any shop rights, author rights, and similar retained interests in custom developed material. The Consultant will provide the Company with all assistance reasonably needed to vest such ownership rights in the Company. But the Consultant will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and pre-existing shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials").
- 49.3. The Consultant will grant the Company a worldwide, non-exclusive, royalty-free perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials which is not marked as "trade secret" are incorporated in any custom-developed Deliverable rather than grant the Company ownership of the Pre-existing Materials.
- 49.4. The Consultant will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Consultant wants to incorporate any Pre-existing materials in a custom Deliverable, the Consultant must disclose that and obtain written approval from the Company for doing so in advance.

50. PATENT INDEMNITY

- 50.1. The Consultant shall indemnify and hold harmless the Company and its employees from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Company may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- a. The execution of the services by the Consultant or the use of the services in the Kingdom of Bhutan; and
 - b. The sale in any country of the products produced by the project.
- 50.2. Such indemnity shall not cover any use of the project or any part thereof other than for the purpose indicated by or reasonably to be inferred from the Contract, neither any infringement resulting from the use of the project or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Consultant, pursuant to the Contract.

- 50.3. If any proceedings are brought or any claim is made against the company arising out of the matters referred above, the company shall promptly give the consultant notice thereof, and the consultant may at its own expense and in the company's name conduct such proceedings or claims and any negotiations for the settlement of any such proceedings or claims.
- 50.4. If the consultant fails to notify the Company within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claims, then the company shall be free to conduct the same on its own behalf at the cost of the consultant.
- 50.5. The company shall, at the Consultant's request, provide all available assistance to the Consultant in conducting such proceedings or claim, and shall be reimbursed by the Consultant for all reasonable expenses incurred in so doing.

The company shall indemnify and hold harmless the consultant and its employees from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the consultant may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification or other documents or materials provided or designed by or on behalf of the company.

SECTION V – SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. *[The Employer shall select and insert the appropriate wording using the sample below or other acceptable wording and delete the text in italics.]*

GCC Clause Ref., if any	Particulars
1.1.1 (xxvii)	The Project Manager shall be: The Sr. Manager, TOMS, BPC, Tingtibi
1.1.1 (xxix)	The Site is located at TOMS,BPC, Tingtibi & ESD, BPC, Zhemgang
1.1.1 (xxxii)	Completion of Works shall be attained within Six(06) months from the date of Contract Signing.
1.2.6 (a)	The applicable Incoterms edition shall be of: NA
1.3.2	For notices, the addresses shall be: For the Employer: Attention: The Sr. Manager Transmission Operation & Maintenance Section, TOMD, TD, BPC, Tingtibi, Zhemgang E-mail address: tmdtingtibi@bpc.bt; web: www.bpc.bt
2.3.4	The list of manpower, equipment, raw material etc. to be provided by the Employer: NA
3.1.6	The information board shall be: NA
3.2.1 3.2.2 3.2.3	[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Employer’s perceived risk and impact of non-performance by the Supplier. A figure of ten percent (10%) is used under normal circumstances]: Shall Be 10% of the Contract Price The types of acceptable Performance Securities are: (i) Unconditional bank guarantee issued by a reputable financial institution enforceable in any banks in Bhutan, in the form provided for in the Contract or in any other form acceptable (ii) Cash warrant, or (iii) Demand Draft Not Applicable For Contracts not deducting retention money, the Contractor shall extend the validity of the performance security until 30 days beyond defect liability period (DLP) before the release of final bill payment: - NA
3.12.1	The temporary utilities to be provided by Employer are: NA
5.1.1	Key Personnel: • Site Supervisor The amount to be deducted for the key personnel not employed by the Contractor for each personnel shall be: Nu. 800.00 per day
5.3.3	The amount to be deducted for the equipment not available at site is Not applicable

8.4.1	The applicable rate for liquidated damages for delay shall be 0.1% per day to maximum amount of 10% of the initial contract amount.																				
9.2.7	<p>The permanent information board shall be. (insert appropriate size of the board) and of (specify a durable material example marble, concrete, wood) with following details:</p> <p style="margin-left: 40px;">(i) Name of Work: (ii) Completion Year: (iii) Constructed by: (iv) Name of Employer:</p> <p>The date by which operating and maintenance manuals are required isThe date by which “as built” drawings are required is [insert date, if applicable].:- NA</p>																				
10.1.1	The Defect Liability Period shall be 12 months from the date of Completion																				
10.3.2	Employer may prescribe a realistic defect liability period based on the type and complexity of the Works Contract]: NA																				
12.1.2	<p>Fixed component of the Base Contract Price (F) =[insert percentage, generally 20%]</p> <p>Variable components of the Base Contract Price:</p> <p>1. Labour (l) =.....[insert percentage, generally up to 15% to 30%] 2. Materials(m)=[insert percentage, generally up to 30% to 60%] [Applicable for Contract Period of more than 12 months]:NA</p>																				
13.1.1	The Contract Price is not adjustable .																				
13.2.1 (a)	The Mobilization Advance Payment shall be a maximum of ten percent (10%) of the Contract Price against the submission of unconditional bank guarantee issued by a reputable financial institution and enforceable by any Banks in Bhutan.																				
13.2.2 (a)	The secured advance shall not be more than seventy-five (75%) of the cost of materials delivered at the site of work, which shall be supported by the original invoices/bills.																				
13.4.2	The present rate of tax deducted at source (TDS) of the gross value of the invoice is (2%) .																				
17.1	<p>The nature and content, amounts and deductibles on insurance shall be as follows: [To be altered as the nature and value of work. Insert specific insurance provisions agreed upon, including cover, currency and amount]</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 5%;">SN</th> <th style="width: 55%;">Insurance</th> <th style="width: 20%;">Amount Insured</th> <th style="width: 20%;">Deductible</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Loss of or damage to the Works including Employer issued materials, if any</td> <td>110% of the cost of Works</td> <td>Minimum as per insurance policy</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Loss of or damage to the Contractor’s tools and plant</td> <td>110% of the cost of tools and plant</td> <td>Minimum as per insurance policy</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Loss of or damage to the property other than Works including those of third parties</td> <td>As permissible under the policy</td> <td>Not applicable</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Injury or death of personnel belonging to the Contractor, Employer or any other party</td> <td>As permissible under the policy</td> <td>Not applicable</td> </tr> </tbody> </table>	SN	Insurance	Amount Insured	Deductible	1	Loss of or damage to the Works including Employer issued materials, if any	110% of the cost of Works	Minimum as per insurance policy	2	Loss of or damage to the Contractor’s tools and plant	110% of the cost of tools and plant	Minimum as per insurance policy	3	Loss of or damage to the property other than Works including those of third parties	As permissible under the policy	Not applicable	4	Injury or death of personnel belonging to the Contractor, Employer or any other party	As permissible under the policy	Not applicable
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4	Injury or death of personnel belonging to the Contractor, Employer or any other party	As permissible under the policy	Not applicable																		
19.2.2	<p>Institution whose arbitration procedures shall be used:</p> <p>For Contracts with Bhutanese Contractors</p>																				

	All disputes arising in connection with the present Contract shall be finally resolved by arbitration in accordance with the rules and procedures of the Alternate Dispute Resolution Act 2013.
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SECTION VI – TECHNICAL SPECIFICATIONS

1. SCOPE OF WORKS

The contract include work for:

Construction of Store shed and fencing with GI Chain-link mesh in existing barbed wire fencing at 132/33kV substation and R&M of Office cum staff Quarter at ESD, BPC Zhemgang.

2. TECHNICAL SPECIFICATIONS AND GUARANTEED TECHNICAL PARTICULARS

The technical specifications for various items of work indicated in the BOQ and any extra/substituted /variations in quantities in the various schedules shall conform in all respects to the specifications of the latest BSR and Specifications for Roads and Building Works, unless otherwise specifically indicated and/or the context otherwise means.

Out of the approved brands of BSB, BPC shall select the samples of best quality as felt appropriate and the Contractor shall have no extra claims whatever for the type of samples/brand selected by BPC.

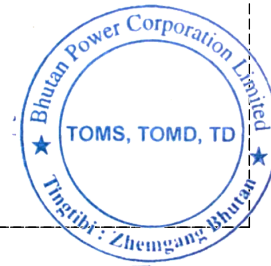
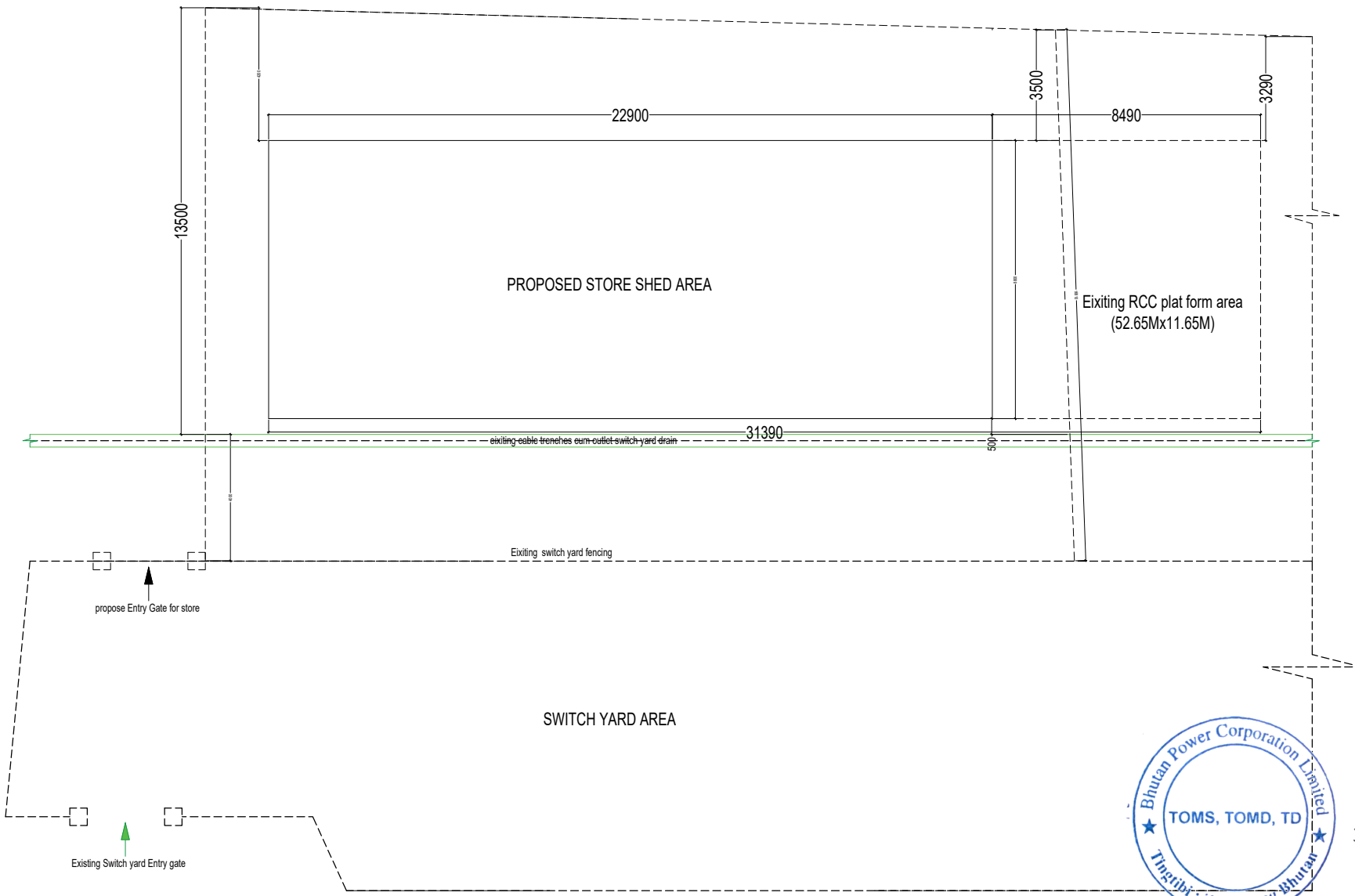
3. DRAWINGS

[In this section, please insert a list of Drawings prepared for the execution of the Works. The actual Drawings, including site plans, may either be attached to this section or annexed in a separate folder.]: AS ATTACHED

STRUCTURAL DRAWINGS FOR CONSTRUCTION OF STORE-SHED

FOR TOMS, TD, BPC, TINGTIBI
AT 132kVA SUBSTATION, TINGTIBI





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 General Manager
 Transmission & O&M Division
 Bhutan Power Corporation Ltd.
 Thimphu, Bhutan



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 TRANSMISSION OPERATION & MAINTENANCE
 SECTION

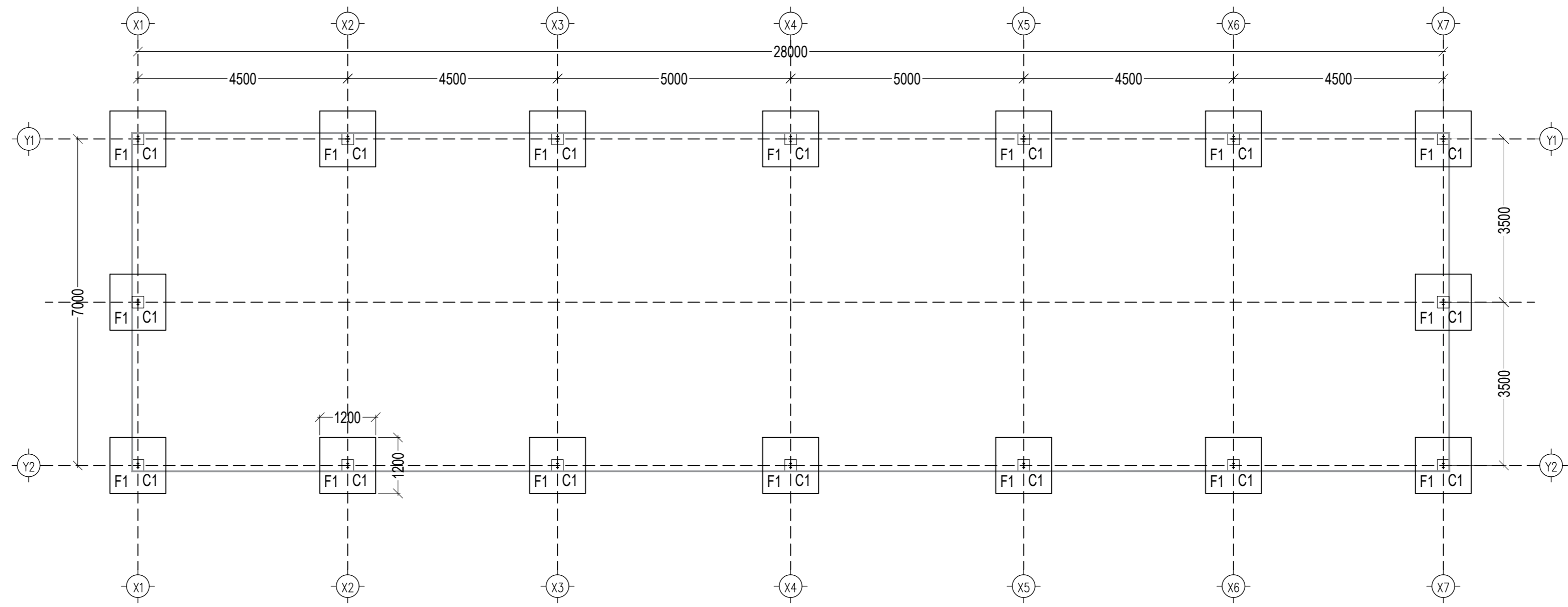
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 CONSTRUCTION OF STORE SHED AT 132kV
 SUBSTATION IN TINGTIBI,

NOTES
 -ALL DIMENSIONS ARE IN MILLIMETERS UNLESS SPECIFIED.
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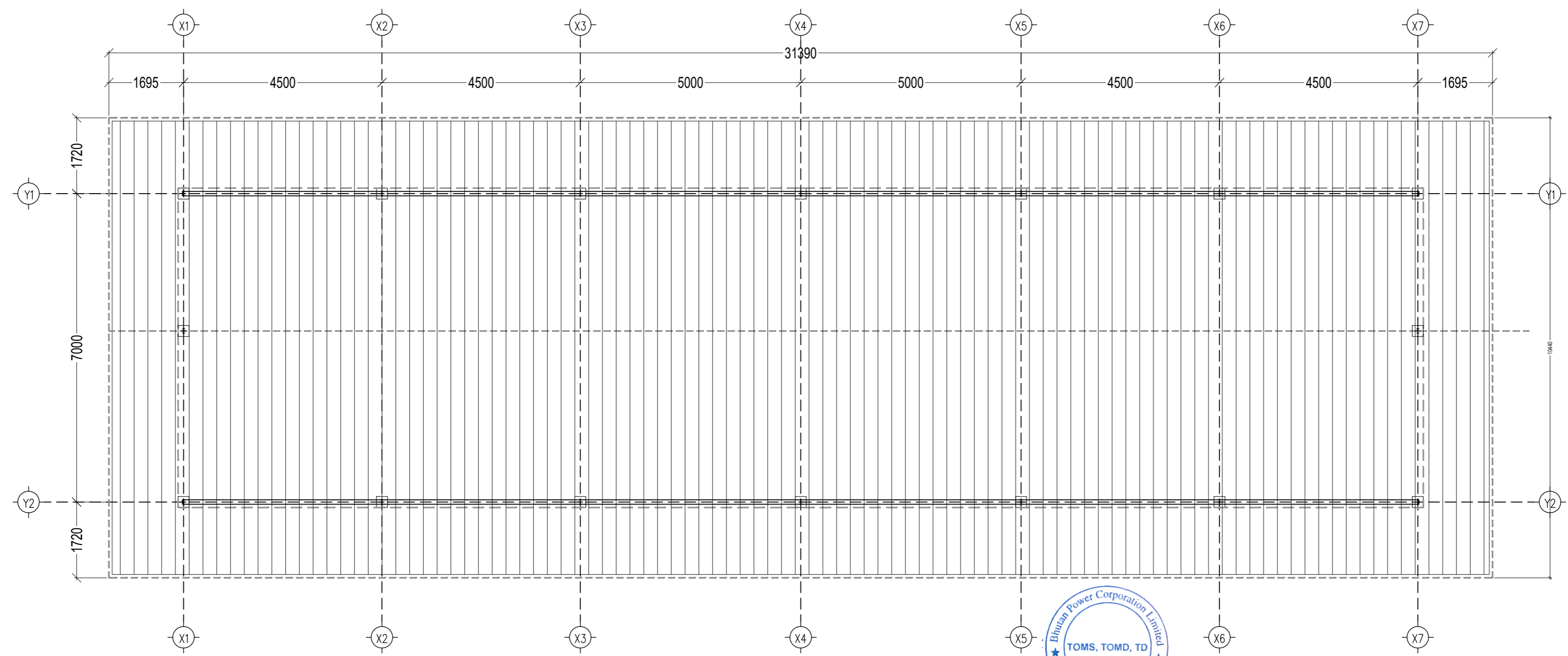
ENGINEERS
 CAD BY **CMG, TINGTIBI**
 CKD BY **Yonten Jamtsho**
 APPD BY **Kunzang Tobgye**

SIGN
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SCALE
 NTS

DATE
DRAWING TITLE
 AS STATED ABOVE
DRAWING NO: CAD/STR- 001
REVISION NO | **RO** | | | |



STORE SHED PLAN, FOOTING & COLUMN LAYOUT
(LOADING & UNLOADING BAY)



ROOF TRUSS LAYOUT PLAN



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TRANSMISSION OPERATION & MAINTENANCE SECTION

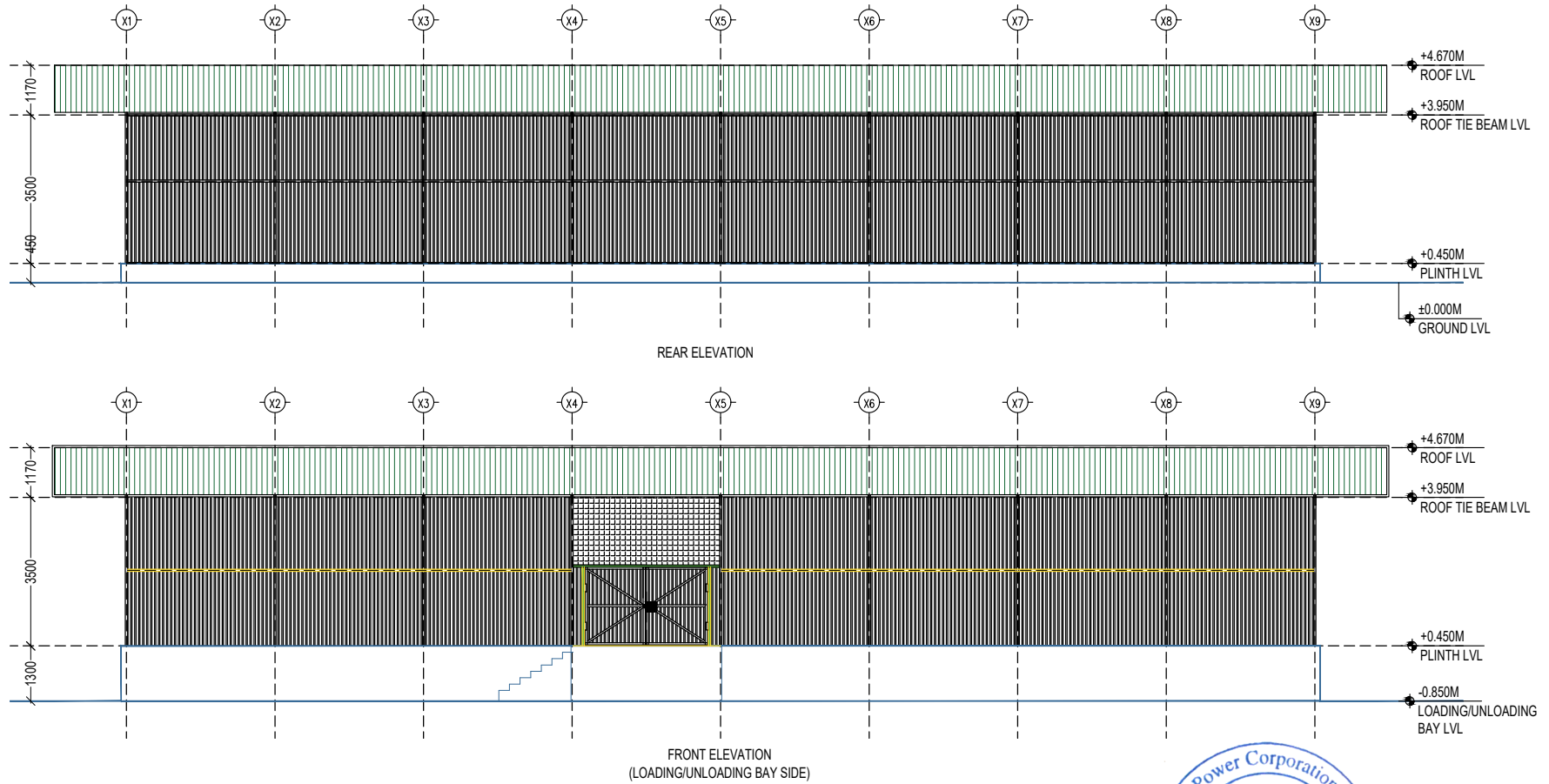
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ENGINEERS
 CAD BY **CMG, TINGTIBI**
 CKD BY **Yonten Jamtsho**
 APPD BY **Kunzang Tobgye**

SIGN *[Signature]*
 DATE
 SCALE
 NTS

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AS STATED ABOVE
 DRAWING NO: **CAD/STR- 001**
 REVISION NO | R0 | | | |



[Handwritten Signature]
 General Manager
 Transmission & Distribution
 Transmission Department
 Bhutan Power Corporation Ltd.
 Tharibi, Bhutan



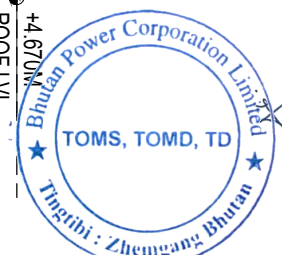
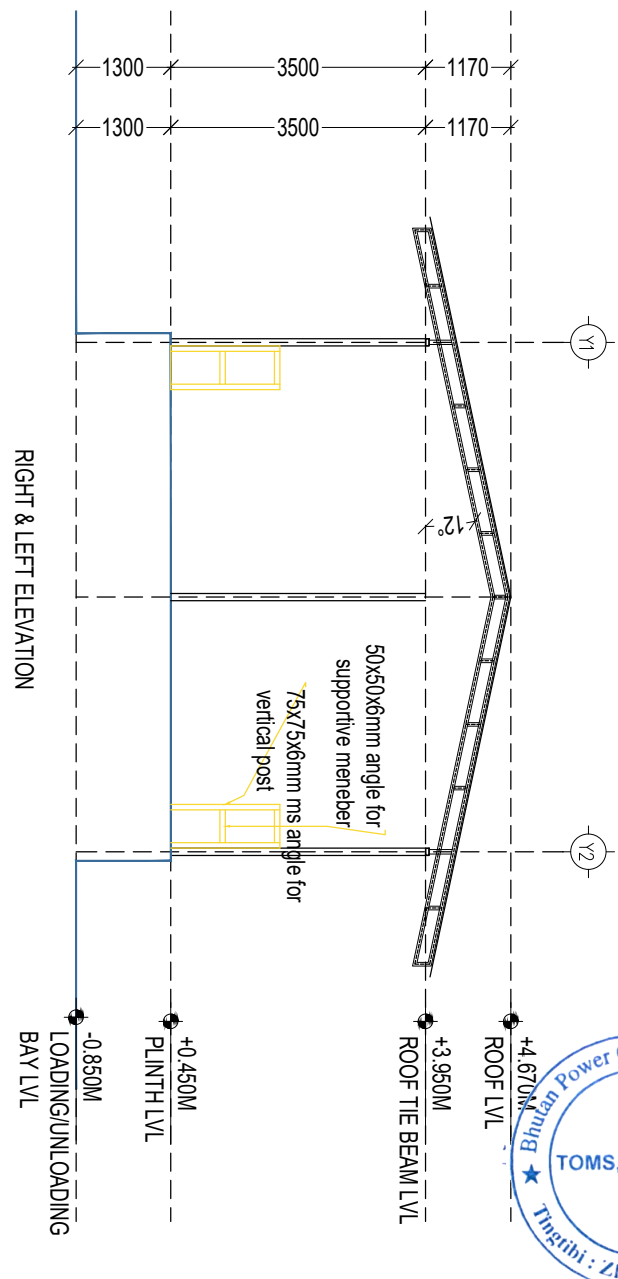
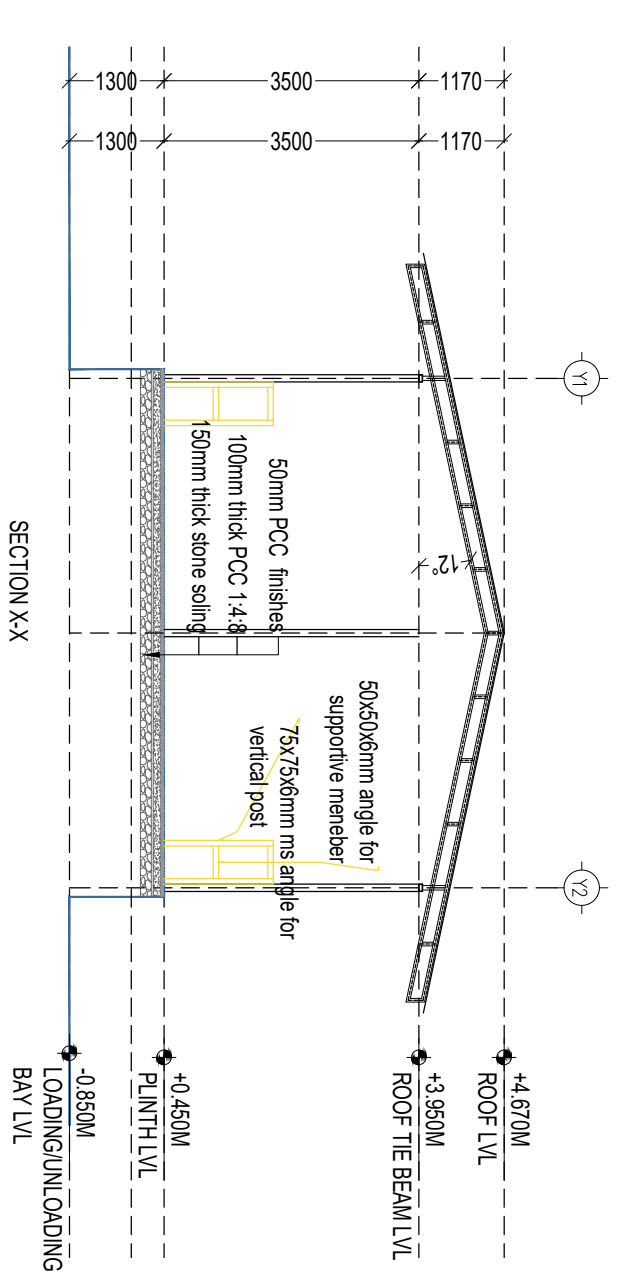
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CAD BY	CMG, TINGTIBI	<i>[Signature]</i>	
CKD BY	Yonten Jamtsho		
APPD BY	Kunzang Tobgye		

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AS STATED ABOVE			
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REVISION NO	RO		



[Signature]
 General Manager
 Transmission & Distribution
 Bhutan Power Corporation Ltd.
 Thimphu, Bhutan



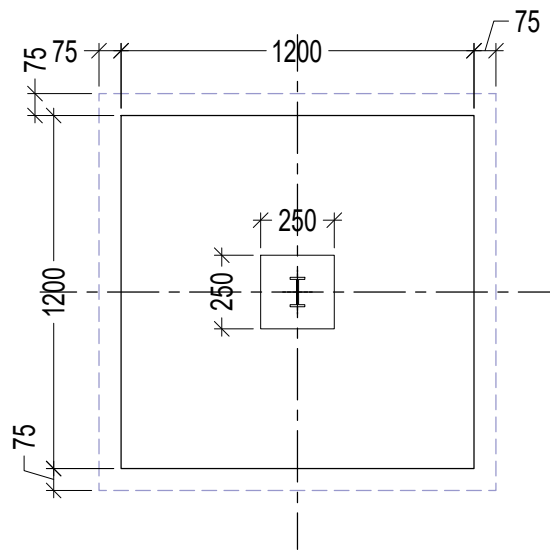
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ENGINEERS
 CAD BY CMG, TINGTIBI
 CKD BY Yonten Jamtsho
 APPD BY Kunzang Tobgye

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 DATE
 SCALE
 NTS
 DRAWING TITLE
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 DRAWING NO: CAD/STR- 003
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TYPICAL FOOTING PLAN

Material specifications:

1. Grade of concrete for RC footing works shall be....M20;
2. Grade of steel/rebars for RC beam works shall be....Fe 500 (BSB approved brands);
3. Aggregates for all RC works shall be of nominal size....20mm;
4. Water fit for drinking shall be used for concrete mix designs;
5. Minimum clear cover to the footing reinforcement...50 mm.

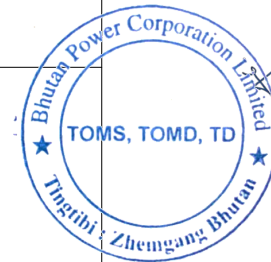
Bar Dia.	Development Length (Ld)	Anchorage Length (La)
12Ø		684

SCHEDULE OF FOOTINGS

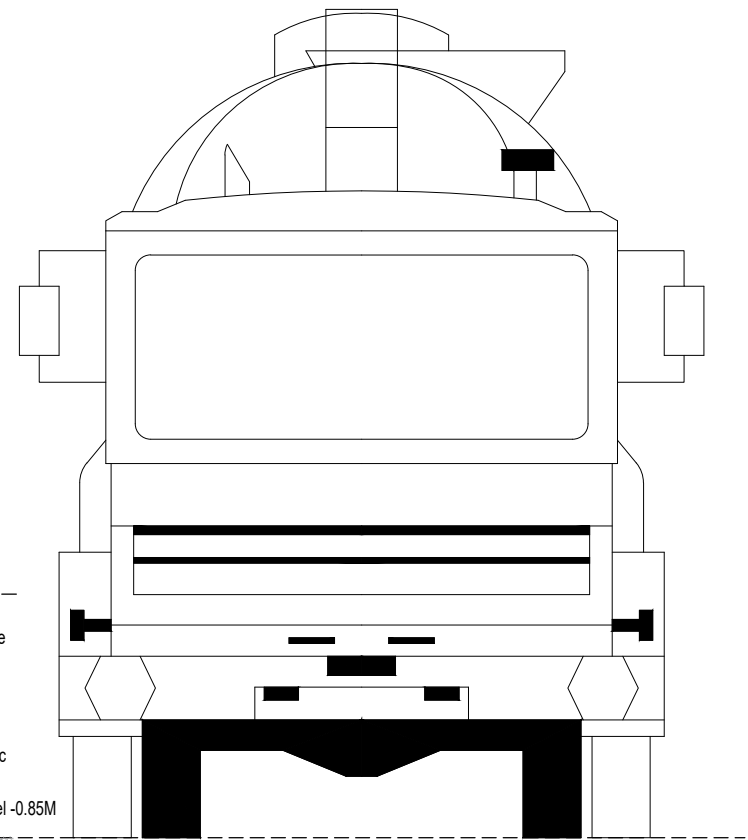
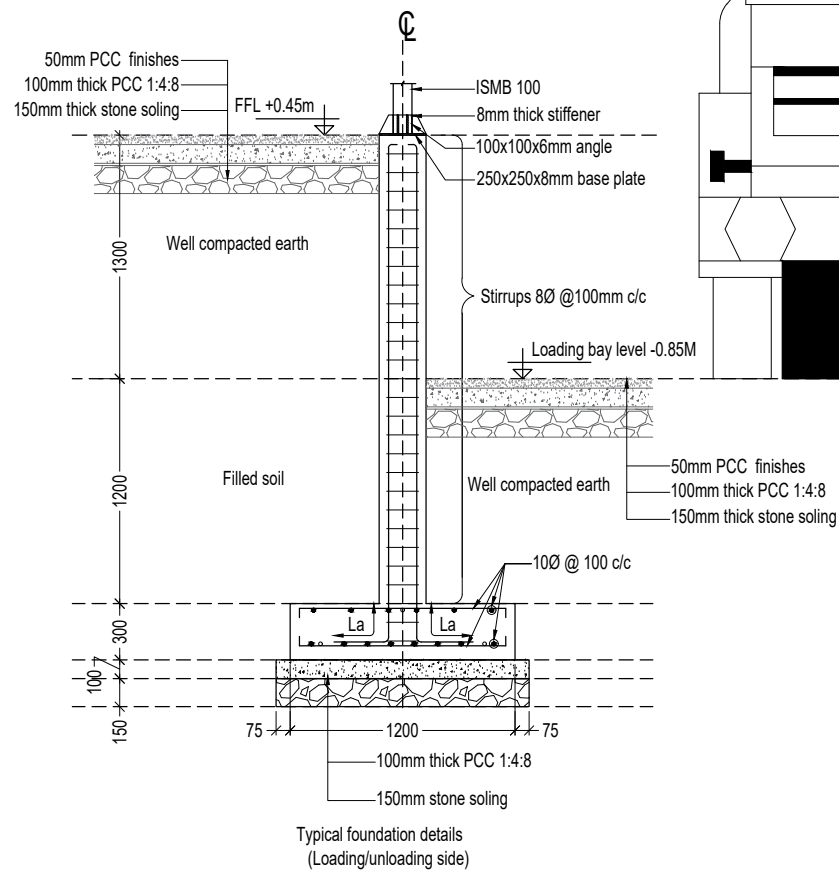
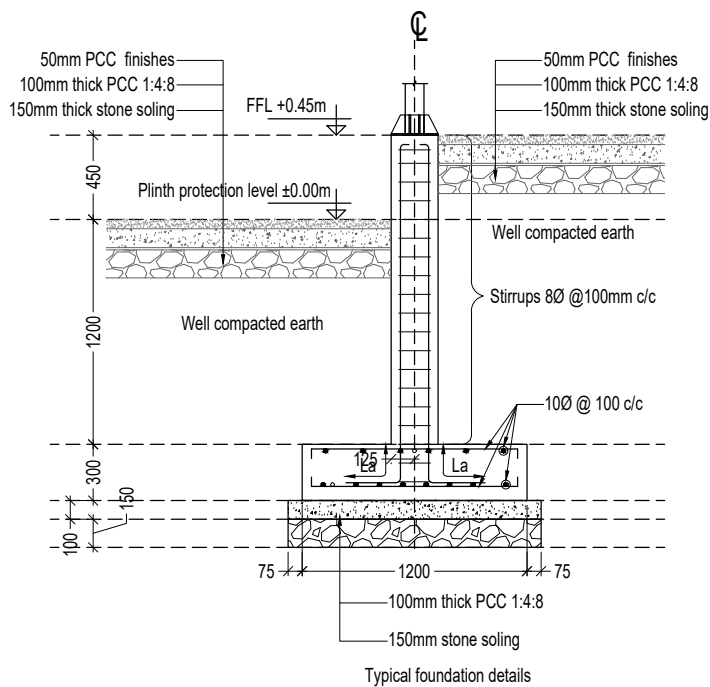
Sl.No.	FOOTING TYPE	SIZE (Lx x Ly)	COLUMN SIZE (Lx x Ly)	BOTTOM REBAR		TOP REBAR		PAD DEPTH	FOUNDATION DEPTH
				X	Y	X	Y		
1	F-1	1200 x 1200	250x250	10Ø@150C/C	10Ø@150C/C	10Ø@150C/C	10Ø@150C/C	300	1500

SCHEDULE OF COLUMNS

SL.NO	COLUMN	SIZE	REINFORCEMENTS			SECTIONS	STIRRUP SHAPES
			LONGITUDINAL	CONFINING TIES	NORMAL TIES		
1	C1	250x250	12TMT, 4 NOS + 12TMT, 4 NOS	8Ø@100mm c/c	8Ø@ 150mm c/c		



General Manager
Transmission & Distribution
Transmission Department
Bhutan Power Corporation Ltd.
Thimphu - Bhutan



General Manager
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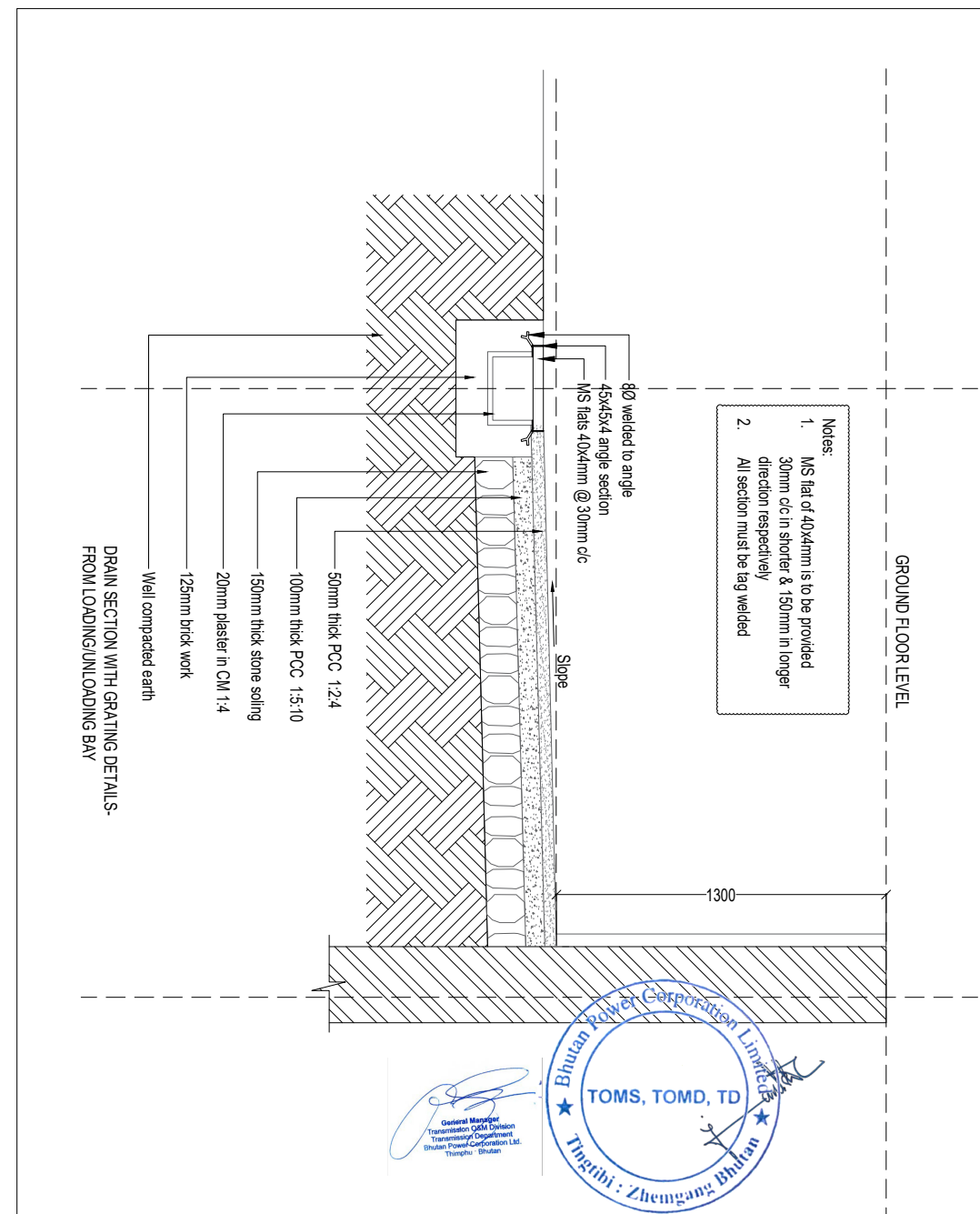
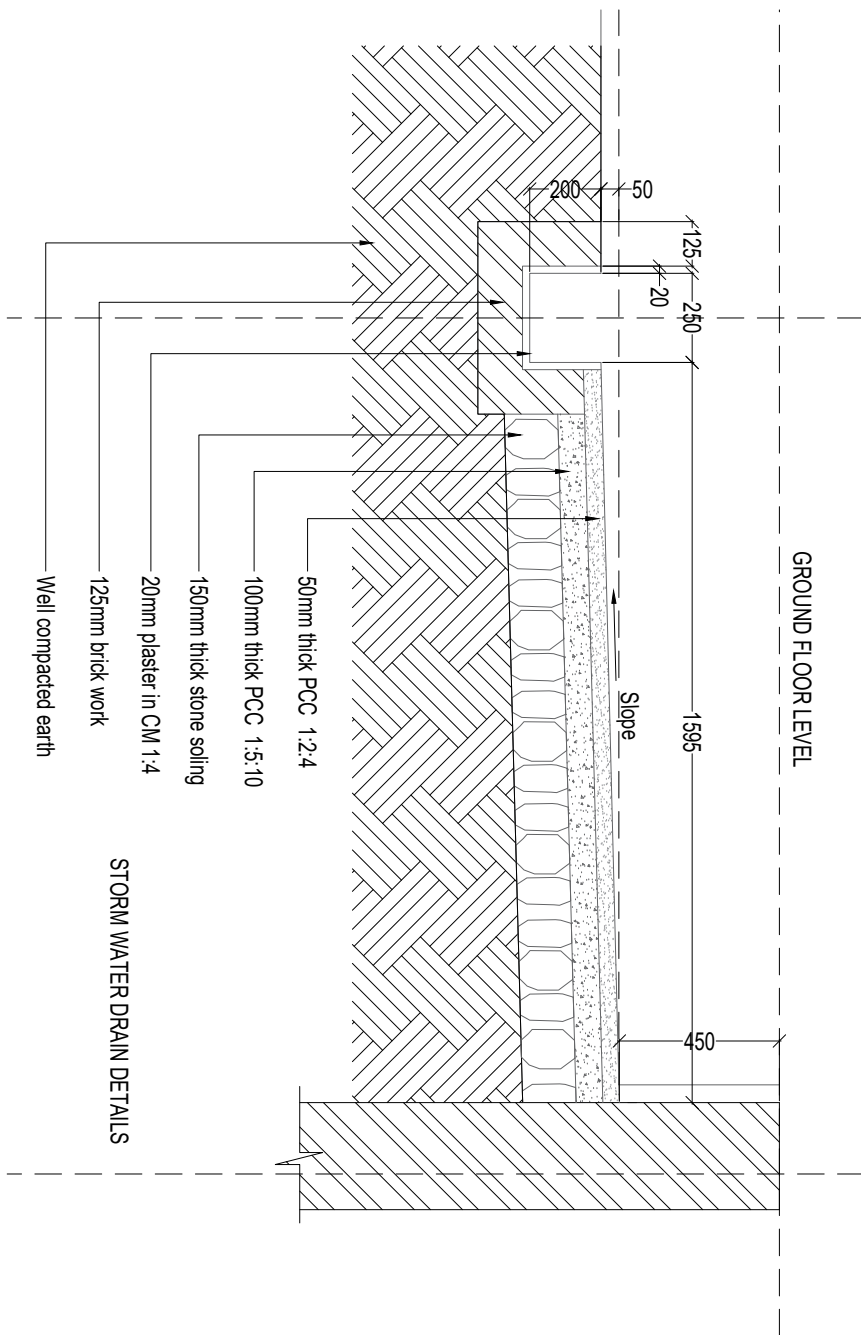
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ENGINEERS		SIGN	DATE	DRAWING TITLE
CAD BY	CMG, TINGTIBI	<i>[Signature]</i>		AS STATED ABOVE
CKD BY	Yonten Jamtsho			SCALE
APPD BY	Kunzang Tobgye		NTS	DRAWING NO: CAD/STR- 004
				REVISION NO

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TRANSMISSION OPERATION & MAINTENANCE
SECTION

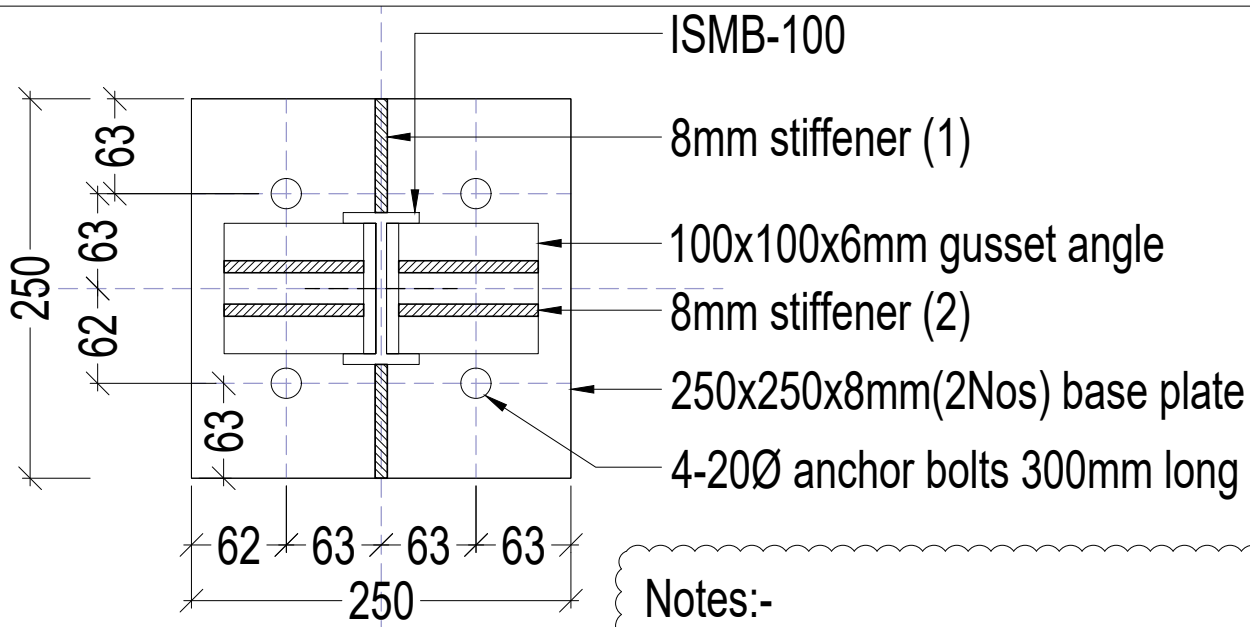
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ENGINEERS
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APPD BY **Kunzang Tobgye**

SIGN
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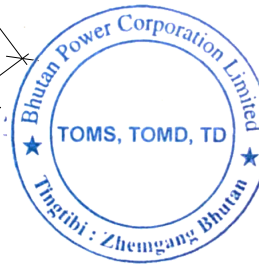
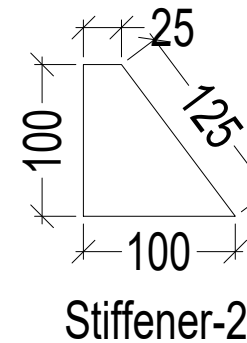
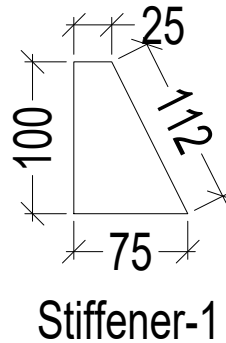
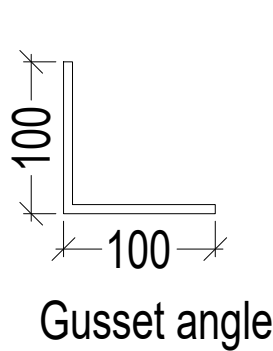
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AS STATED ABOVE
DRAWING NO: CAD/STR- 008
REVISION NO | RO | | |



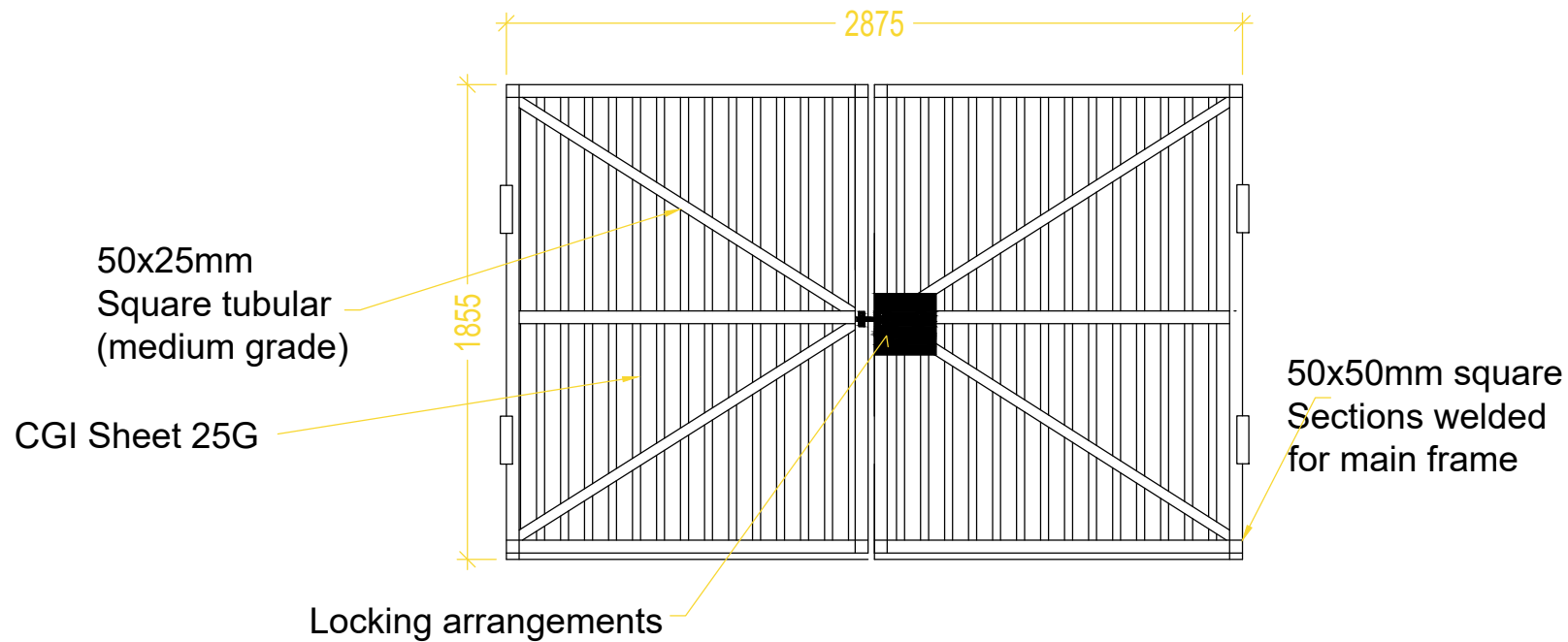
CONNECTION DETAILS

Notes:-

1. ISMB-100x50x7 @8.9 Kg/m
2. 8mm butt welding to be done to all the members



[Signature]
 General Manager
 Transmission Q&A Division
 Bhutan Power Corporation Ltd.
 Thimphu, Bhutan




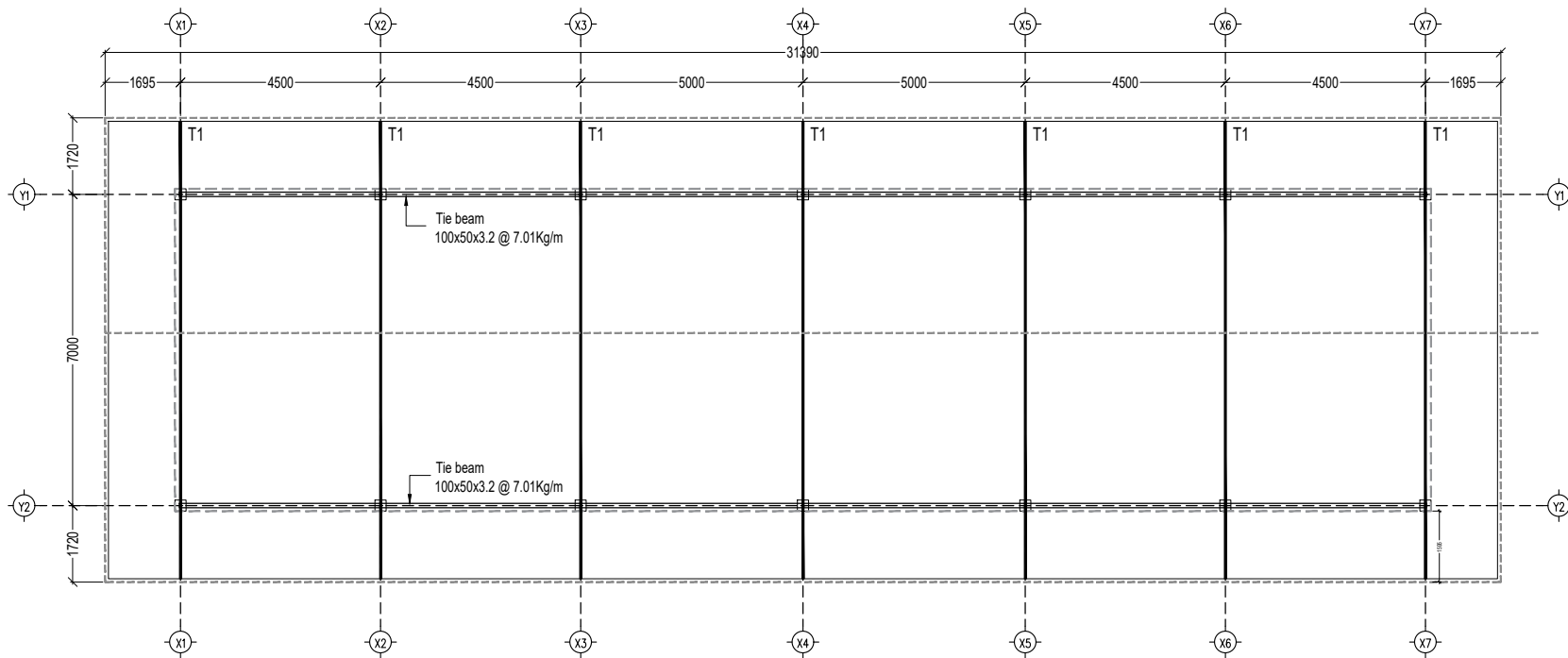
Details of openable gate



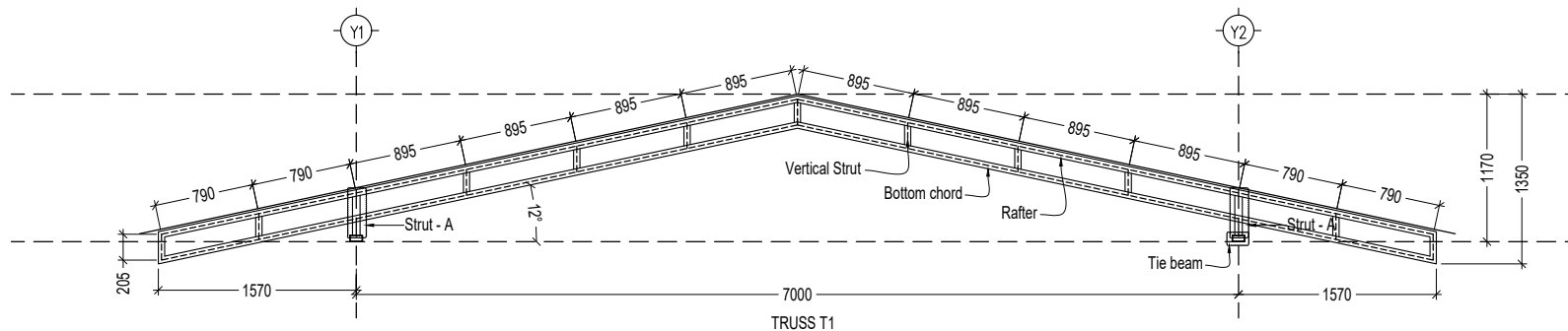
[Handwritten signature]

[Handwritten signature]
 General Manager
 Transmission Q&M Division
 Transmission Department
 Bhutan Power Corporation Ltd.
 Thimphu, Bhutan

 BHUTAN POWER CORPORATION LIMITED TRANSMISSION OPERATION & MAINTENANCE SECTION	PROJECT TITLE:	NOTES	ENGINEERS	SIGN	DATE	DRAWING TITLE	
	CONSTRUCTION OF STORE SHED AT 132kV SUBSTATION IN TINGTIBI,	-ALL DIMENSIONS ARE IN MILLIMETERS UNLESS SPECIFIED. -ALL RELATIVE LEVELS ARE IN METERS UNLESS SPECIFIED. -ALL DIMENSIONS MEASURE UNFINISHED SURFACES UNLESS SPECIFIED. -ALL DIMENSIONS ARE TO BE READ AND NOT SCALED OFF. -ANY DISCREPANCY IN DRAWING IS TO BE BROUGHT TO THE IMMEDIATE NOTICE OF TCD. -PM & SITE ENGINEERS SHOULD MAKE NECESSARY ADJUSTMENTS ACCORDING TO THE SITE CONDITIONS.	CAD BY CKD BY APPD BY	CMG, TINGTIBI Yonten Jamtsho Kunzang Tobgye	<i>[Signature]</i>	SCALE	AS STATED ABOVE
					NTS	DRAWING NO: CAD/STR- 010	
						REVISION NO	RO



ROOF TRUSS LAYOUT PLAN



TRUSS T1

TRUSS MEMBER SIZES

Sl. No	MEMBERS	SIZE
1	Bottom Chords	48.3mm OD, 3.2mm thick, 3.56kg/m
2	Rafters	48.3mm OD, 3.2mm thick, 3.56kg/m
3	Vertical struts	48.3mm OD, 3.2mm thick, 3.56kg/m
4	Struts- A	60.3mm OD, 3.6mm thick, 5.03kg/m
5	Purlins	60.3mm OD, 3.6mm thick, 5.03kg/m @900 c/c (max)
6	Tie beam	100x50, 3.2mm thick, 7.01kg/m (box section)



[Handwritten signature]
 General Manager
 Transmission & Distribution Division
 Bhutan Power Corporation Ltd.
 Thimphu, Bhutan



BHUTAN POWER CORPORATION LIMITED
 TRANSMISSION OPERATION & MAINTENANCE SECTION

PROJECT TITLE:
 CONSTRUCTION OF STORE SHED AT 132KV SUBSTATION IN TINGTIBI,

NOTES
 -ALL DIMENSIONS ARE IN MILLIMETERS UNLESS SPECIFIED.
 -ALL RELATIVE LEVELS ARE IN METERS UNLESS SPECIFIED.
 -ALL DIMENSIONS MEASURE UNFINISHED SURFACES UNLESS SPECIFIED.
 -ALL DIMENSIONS ARE TO BE READ AND NOT SCALED OFF.
 -ANY DISCREPANCY IN DRAWING IS TO BE BROUGHT TO THE IMMEDIATE NOTICE OF TCD.
 -PM & SITE ENGINEERS SHOULD MAKE NECESSARY ADJUSTMENTS ACCORDING TO THE SITE CONDITIONS.

ENGINEERS
 CAD BY CMG, TINGTIBI
 CKD BY Yonten Jamtsho
 APPD BY Kunzang Tobgye

SIGN
[Signature]
SCALE
 NTS

DATE
DRAWING TITLE
 AS STATED ABOVE
 DRAWING NO: CAD/STR- 007
 REVISION NO RO

SECTION VII - CONTRACT FORMS

(Form No. 1 to Form No. 4)

Applicable Forms from this Contract Forms section shall either be submitted by the successful Bidder or by Employer, post award of Contract.

FORM 1: NOTIFICATION OF AWARD

[Insert date]

To: [name and address of the Contractor]

Sub: Notification of Award for

Ref: Our NIT No: (insert number and reference of the NIT)

Dear Sir or Madam,

With reference to your Bid dated [insert date] for execution of the [insert name of the Contract and identification number, as given in the SCC] for the Contract Price of the equivalent of [insert amount in numbers and words] [insert name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

[Insert one of the following (x) or (y) options if applicable]

- (x) We accept that [insert name proposed by Bidder] be appointed as the Adjudicator.
- (y) We do not accept that [insert name proposed by Bidder] be appointed as Arbitrator, and by sending a copy of this Notification of Award to [insert name of the Appointing Authority] we are hereby requesting [insert name], the Appointing Authority, to appoint the Arbitrator in accordance with SCC 7.

The Contract in duplicate is attached hereto. Kindly be advised of the following:

- a) Please confirm your acceptance of this Notification of Award by signing and dating both copies of it, and returning one copy to us no later than 15 days from the date hereof;
- b) Please report to this office to sign the formal Contract Agreement within 15 (fifteen) days of the date of this Notification of Award.
- c) Prior to the signing of Contract Agreement, you are required to submit performance security in the form of a Bank Guarantee/demand draft/cash warrant as per ITB clause 42 and GCC clause 17. The performance security may be submitted in advance or at the time of signing the contract agreement. The bank guarantee/demand draft/cash warrant should be in favour of (insert appropriate name and designation).
- d) The stipulated commencement of the work shall be reckoned from the date of Contract signing.

Kindly acknowledge the receipt of this letter.

Yours sincerely,

[xyz]

FORM 2: CONTRACT AGREEMENT

This agreement is made the *[insert day]* day of *[insert month]*, *[insert year]* between *[insert name and address of Employer]* (hereinafter called “the Employer”), of the one part, and *[insert name and address of Contractor]* (hereinafter called “the Contractor”) of the other part.

Whereas the Employer desires that the Contractor execute *[name and identification number of Contract]* (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

- a) In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the contract documents referred to.
- b) The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - i. The Notification of Award
 - ii. The Bid Submission Form
 - iii. The addenda Nos. (*insert addenda number if any*)
 - iv. The General Conditions of Contract
 - v. The Special Conditions of Contract
 - vi. The Technical Specifications
 - vii. The Drawings
 - viii. The Schedules
- c) In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- d) 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.
- e) This Agreement shall prevail over all other Contract documents.

In Witness whereof the parties thereto have caused this Agreement to be executed on the day, month and year indicated above.

Sign & Seal of Contractor

Sign & Seal of witness of Contractor: _____

Sign & seal of Employer authorized representative:

Binding signature of Employer's representative's signature:

FORM 3: BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY

[To be provided on the relevant legal document, as per applicable law, in the country of execution]

Bank Guarantee No.

Date.....

To
[Employer's Address]

Dear Sir/Madam,

In consideration of Employer's name (hereinafter referred to as Employer which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its Registered/Head Office at(hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Letter of Award No..... dated valued at*[amount of foreign currency in words]*, *[amount in figures]*, and *[amount of local currency in words]*, *[amount in figures]*, for *(Insert Scope of Contract)* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ten percent (10%) of the said value of the Contract to Employer.

We *(insert Name and Address of the bank issuing the Guarantee)* having its Head Office at hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay Employer, on demand any and all monies payable by the Contractor to the extent of *[insert amount of the Bank Guarantee and its currency]* at any time up to@.....*(day/month/year)* without any demur, reservation, contest recourse or protest and or without any reference to the Contractor. Any such demand made by Employer on the Bank shall be conclusive and binding notwithstanding any difference between Employer and the Contractor or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without prior consent of Employer.

Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Contractor. Employer, shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in Employer or of any right which they might have against the Contractor and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between Employer and the Contractor or any other course of remedy or security available to Employer. The Bank shall not be released of its obligations under these presents by any exercise by Employer of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of Employer or any other indulgence shown by Employer or by any other matter or thing whatsoever which under the law would but for these provisions have the effect of relieving the Bank.

The Bank also agrees that Employer at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above, our liability under this guarantee is restricted to and shall remain in force up to and including and shall be extended from time to time for such period, as may be desired by M/s on whose behalf this guarantee has been given.

All rights of Employer under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities after the above-mentioned date or from the extended date.

Dated thisday of20 at

Witness:

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Official Address)

Authorized vide

Power of Attorney No.....

Date.....

Note:	(@) This date shall be ninety (90) days beyond the scheduled end of Defect Liability Period of the last equipment covered under the Contract (#) Complete mailing address of the Head Office of the Bank to be given
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FORM 4: BANK GUARANTEE FOR ADVANCE PAYMENT

[To be provided on the relevant legal document, as per applicable law, in the country of execution]

Bank Guarantee No.

Date.....

To
[Employer's address]

Dear Sir/Madam,

In consideration of the Employer Corporation Ltd (hereinafter referred to as Employer) which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns having awarded to M/s..... with its registered/Head Office at (Here-in-after referred to as the Contractor) which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns, a Contract by issue of Employer 's Notification of Award No. dated and the same having been unequivocally accepted by the Contractor resulting in a 'Contract', dated valued at*[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]* for *(insert Scope of Contract)* (Hereinafter called the Contract) and Employer having agreed to make advance payment to the Contractor for performance of the above Contract amounting to*[insert currency and amount of the advance]*, as an advance against Bank Guarantee to be furnished by the Contractor.

We, *[Insert name and address of the bank issuing Branch]* having its Head Office at (Hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay Employer immediately on demand any or all monies payable by the Contractor to the extent of *[insert currency and amount of the advance]*.....at any time up to@..... without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by Employer on the Bank shall be conclusive and binding notwithstanding any difference between Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. Employer shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants contained or implied in the Contract between the Employer and the Contractor or any other course or remedy or security available to Employer. The Bank shall not be released of its obligations under these presents by any exercise by Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of Employer or any other indulgence shown by Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to..... *[insert currency and amount of the advance]*..... and it shall remain in force up to and including and shall be extended from time to time for such period as may be desired by M/s on whose behalf this guarantee has been given.

All rights of Employer under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities after the above-mentioned date or from the extended date.

Dated thisday of20 at

Witness:

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Official Address)

Attorney as per

Power of Attorney No:

Date.....

Note:	(@) This date shall be ninety (90) days beyond the schedule date of Completion of the last Facility covered under the Contract.
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