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DRUK HOLDING & INVESTMENTS LTD.

GROUP STANDARD BIDDING DOCUMENT

WORKS



**REPAIR & MAINTENANCE OF STAFF QUARTER AND OFFICE BUILDINGS UNDER SAMTSE
DIVISION**

Tender No. 09/BPC/ESD-Sam/O&M/2024/02

NIT No. 09/BPC/ESD-Sam/O&M/02

Date: 28.02.2024

Notice Inviting Tender

Bhutan Power Corporation Limited, Electricity Services Division, Samtse invites eligible bidders to submit your bid for the Work Repair & Maintenance of Staff Quarter and Office Building under Samtse Division as per the following Terms and Conditions.

Terms and Conditions

1. Scope of Work

1.1. The scope of the Work is

Repair and Maintenance of Staff Quarter and PCC of Office Parking.
Repair and maintenance of Office Building at ESSD Tashichhoeling and ESD Samtse.

Sl.No	Name of Work	Contract Duration
1	Repair & Maintenance of Staff Quarter and Office Building under Samtse Division	4 Months

The technical specification and the Bill of Quantity are as attached at **Annexure -I**.

2. Clarification to the bidding document

2.1. Further information can be obtained in writing from

Chief Divisional Manager
Electricity Services Division
Distribution & Customer Services Department
Bhutan Power Corporation Limited
Samtse: Bhutan
Contact No. 05-365602/17691137
Email: esdsamtse@bpc.bt

Not later than 15 days from the date of bid submission.

3. Documents comprising bid

3.1. The bid must comprise the following documents:

- Bid Security if applicable as per DHI procurement manual-Works
- Valid CDB and Trade license
- Tax clearance
- Bill of Quantity

- e) Drawings and any other relevant documents

4. Bid Price

- 4.1. All prices shall be quoted in *local Currency (BTN)*. The quoted price shall be inclusive/non-inclusive of taxes, duties and other levies.

5. Bid Validity

- 5.1. The bid shall be valid for **Sixty (60) days** from the date of submission of the bid. In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses shall be made in writing. A bid valid for a shorter period shall be considered non-responsive.

6. Bid Security (Applicable only for works above BTN 0.5 million)

- 6.1. The bid shall be accompanied by a bid security of **Nu. 37,607.00** in the form of Cash Warrant/ Unconditional Bank Guarantee/ Banker Cheque/ Demand draft in the name of the ESD, BPC, Samtse, issued by a reputable Financial Institution enforceable in any Banks in Bhutan.
- 6.2. The Bid security shall be valid up to 15/05/2024.
- 6.3. The Bid Security is to be submitted as a part of the Bid in a separate sealed envelope. Any Bid not accompanied by bid security of adequate value and validity shall be rejected by Employer as non-responsive.
- 6.4. The bid security shall be forfeited in the following cases:
- If the Bidder withdraws the bid after Bid opening during the period of Bid validity;
 - If the Bidder does not accept the correction of the Bid price;
 - In the case of a successful bidder, if the bidder fails to sign the Contract or furnish Performance Security within the specified time limit.

7. Submission of Bids

- 7.1. The bid including all documents should be duly filled, signed and sealed in an envelope and addressed to and delivered at the following address

Chief Divisional Manager
Electricity Services Division
Bhutan Power Corporation Limited
Samtse: Bhutan

OR

7.2. The bid in pdf format and password protected shall be submitted electronically at the following address [*not applicable*].

8. Submission deadline

8.1. The deadline for receipt of bid(s) by the Employer is **March 15, 2024 before 1200 hours**. Bids by electronic means are not acceptable, unless otherwise informed by the Employer (prior to the submission date).

9. Bid Opening

9.1. The bid(s) will be opened in the presence of bidders or their representatives who choose to attend at

Date: March 15, 2024

Time: 1500 hrs.

Venue: Conference Hall, ESD Samtse

In case due date of the opening of the bid falls on non-working day, the opening of the bid shall be the next working day at the same time.

10. Evaluation of Bid

10.1. Bids determined to be substantially responsive to the technical specifications and commercial conditions will be evaluated by comparison of their quoted prices. In evaluating the bids, the Employer will determine for each bids the evaluated price by adjusting the priced bid by making any correction for any arithmetical errors as follows:

- i. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- ii. where there is discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.

10.2. To assist in the evaluation, comparison of the Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered.

11. Employer's Right to Accept Any Bid, and Reject any or All Bids

11.1. The Employer is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.

12. Award of Contract

- 12.1. The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid. The Employer shall issue Notification of Award to the successful Bidder. Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

13. Performance Security

- 13.1. The contractor shall be required to furnish performance security of 10% of the quoted price in the form of cash warrant, demand draft or unconditional Bank Guarantee in the name **Chief Divisional Manager, ESD, BPC, Samtse**, issued by a reputable financial institution enforceable in any Banks in Bhutan, which shall be furnished upon issuance of notification of the award. Performance Security shall be valid till the handing-taking over of the works.

- 13.2. The 10% of the payment shall be retained as retention money till the issuance of No Defects Liability Certificate.

14. Variation

14.1. Introducing a Change

- 14.1.1. Employer shall have the right to propose, and subsequently require, that the Project Manager order the Contractor from time to time during the performance of the Contract to make any change, modification, addition/alteration or deletion to, in or from the Works in the form, quantity or quality of the Works or any part thereof (hereinafter called “Change”), provided that such Change falls within the general scope of the Works and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Works and the technical compatibility of the Change envisaged with the nature of the Works as specified in the Contract. Such changes shall include but not limited to the following:

- a. increase or decrease in the quantity of any work included in the Contract;
- b. omission or substitution of any work;
- c. change the drawings, designs specifications, character or quality or kind of any work;
- d. change the levels, lines, positions and dimensions of any part of the Works;
- e. execution of additional work of any kind necessary for the completion of the Works;
- f. change in any specified sequence, method or timing of construction of any part of the Works.

- 14.1.2. No such changes shall in any way vitiate or invalidate the Contract. The Contractor shall be bound to carry out the works in accordance with such instructions as may be given to him in writing by the Project Manager. However, the value, if any, of all such Change shall be taken into account in ascertaining the amount of the Contract Price.

- 14.1.3. The Contractor may from time to time during its performance of the Contract propose to Employer (with a copy to the Project Manager) any Change that the Contractor considers

necessary or desirable to improve the quality, efficiency or safety of the Works. DGPC may at its discretion approve or reject any Change proposed by the Contractor.

- 14.1.4. Notwithstanding **Error! Reference source not found.** and 14.1.3, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.
- 14.1.5. The Contractor shall be under obligation to agree for the Changes as may be required during the execution of the Contract as per directions of the Project Manager and execute such changes at the same rates included in the Contract, provided the total effect of such changes does not exceed the limit of plus/minus twenty percent (+-20%) of the Contract Price. Such ceiling will however be applicable only for items of work/supply for which rates are provided in the Contract. Notwithstanding the aforesaid provision, the quantities for individual items, if specified in the Contract, can vary to any extent. No claim for revision of rates for any individual item in the Bill of Quantities shall be admissible irrespective of the extent to which the ordered quantity may get revised (+) or (-) during the actual execution of the Works. For change beyond twenty percent (20%) of the Contract Price, the adjustment in the rates for Bill of Quantity items shall be made as per the variation slab hereunder:

Variation in value of work	Increase in payment for minus variation	Decrease in payment for plus variation
Up to 20%	Nil	Nil
Above 20% & up to 35%	6.00%	3.00%
Above 35% & up to 60%	8.00%	4.00%
Above 60% & up to 100%	10.00%	5.00%
Above 100%	-	5.00%

- 14.1.6. While working out the value of work for the purpose of variation, the extra items for which new rates have been paid and payment towards price adjustment; and the adjustment towards statutory variations shall not be considered.

15. Extension of time for Completion

- 15.1. The time for completion shall be extended, if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract for reasons not attributable to the Contractor. The extension shall be for such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.

16. Force Majeure

- 16.1. “Force Majeure” shall mean any unavoidable event beyond the reasonable control of Employer or of the Contractor, as the case may be, and which has impeded the progress of work unreasonably and shall include, without limitation to 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, terrorism, revolution, sabotage by persons other than the Contractor’s personnel, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts;
 - c) Riot, commotion, disorder, strike or lockout by persons other than the Contractor’s personnel;
 - d) Munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor’s use of such munitions, explosives, radiation or radio-activity;
 - e) 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;
 - f) Embargo, import restriction, port congestion, , industrial dispute, shipwreck, shortage or restriction of power supply, epidemics/pandemic, quarantine and plague;
 - g) Natural catastrophes such as earthquake, hurricane, typhoon, volcanic activity, fire, landslide or flood;
 - h) The physical conditions or artificial obstructions on the Site.
- 16.2. In the event that the Contractor is delayed in performing any of their respective obligations under the Contract, and such delay is caused by force majeure, such delay may be and the period of such delay may be added to the time of performance of the obligation delayed.

17. Liquidated Damage

- 17.1. If the Contractor fails to complete the work within the period specified in the Contract, the Employer shall deduct liquidated damages at the rate of 0.1% per day for each day of delay to a maximum of 10% of the Contract price.

18. Payment Terms

- 18.1. At the time of release of payment, tax shall be deducted at source (TDS) from the gross amount of bills as per the Income Tax Act of the Bhutan. The Employer shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.

19. Defect liability Period

- 19.1. The defects liability period shall be a period of minimum 6 months.

20. Vendor Performance Management System

- 20.1. The performance of the Contractor shall be assessed as per the Vendor Performance Management System (VPMS) available in the Employer’s website or relevant website for the purpose of assessing the performance of the Contractor.
- 20.2. The bidders are required to sign the VPMS Acceptance Form attached as **Annexure- II** along with the bid. In case the bidder does not agree to sign the VPMS Acceptance Form, the bidder shall be liable for rejection.

21. Termination

- 21.1. The Employer or the Contractor by giving thirty (30) days written notice of default to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of Contract. The terms and conditions of the termination shall be governed by clause no. 14 “Termination” under General Conditions of Contract of the DHI Group Standard Bidding Document for Works.

22. Suspension

- 22.1. Project Manager at any time may, by notice to the Contractor, order the Contractor to suspend performance of any or all of its obligations under the Contract. The Contractor shall thereupon suspend performance of such obligation until ordered in writing to resume such performance by the Project Manager. During the period of suspension, the Contractor shall not remove from the site any equipment, material or any part of the works or any Contractor’s Equipment, without the prior written consent of Employer.F

23. Governing Law

- 23.1. The Contract shall be governed by and interpreted in accordance with the Laws of Bhutan.

24. Dispute Resolution

- 24.1. All disputes arising in connection with the present Contract shall be resolved through arbitration in accordance with the rules and procedures of the Alternate Dispute Resolution Act 2013.

Annexure- I

Bill of Quantities (BoQ)

Item no.	Description	Unit	Qty	Rate	Amount (BTN)
A	R&M of Staff quarter at ESD Samtse				
1	Dismantling of wood work of section area 40 sq.cm and above in frames and truss including stacking within 50m lead	Cum	5.16		

2	Dismantling doors, windows, and clerestory windows <3sq.m (steel, wood) including architrave, hold fasts, stacking within 50m lead	No	30.00		
3	Dismantling of normal Plywood ceiling, partition, including stacking useful materials & disposal rubbish within 50m-6mm thick	Sq.m	186.04		
4	Providing & laying 15mm cement plaster on brick wall in CM 1:4	Sq.m	105.67		
5	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	Sq.m	98.42		
6	P & L cement concrete flooring 1:2:4, finished with floating coat of neat cement, 50mm thick	Sq.m	52.6		
7	Providing and fixing (CPVC) pipes for water supply including all CPVC plain & brass threaded fittings etc. complete. 20 mm dia	M	50.00		
8	Providing & fixing c.p. brass bibcock 15mm, standard vertical, c.p knob, quarter turn. Brand Hardware, Ess or equivalent	Each	10.00		
9	Providing & fixing P.V.C soil waste and vent pipes, single or double socketed, including pipe clip complete (including the cost of PVC fittings like door bend, Plain bend Nahani trap etc..) 110mm dia	M	60.00		
10	Providing & fixing P.V.C soil waste and vent pipes, single or double socketed, including pipe clip complete (including the cost of PVC fittings like door bend, Plain bend Nahani trap etc..) 75mm dia	M	30.00		
11	Providing and laying Plinth Protection and grouted with fine sand mix including well rammed, finishing the top smooth with 50mm thick cement concrete 1:3:6, 20mm aggregates, laid over 75mm thick layer of compacted gravel (40mm)	Sq.m	18.00		
12	Providing & fixing Class 'B' (conifer) (undressed) in wall-frames etc.- false ceiling frame	Cum	2.80		
13	Providing & fixing in position dressed wood work in frames of doors, windows, clerestory windows and other frames, wrought and framed in Class 'B' (conifer)	Cum	1.50		

14	Providing & fixing Pre-laminated Particle Board Lining with necessary nails etc. inclusive of wooden beads(primed and painted and etc. complete (excluding cost of frame) Brand BBPL, colour: white	Sq.m	183.04		
15	Providing & fixing anodised Aluminium section for doors, windows, ventilators, partitions framing, false ceiling framing of specified sections including all accessories such as U-rubber gasket for fixing glass panes, weather strips or weather seals, roller, springs, etc. (complete set of sliding window -including the cost of glass, handles, locking system, hooks etc...)	Kg	30.36		
16	Providing & fixing flush door shutters (pre-fabricated), block-board core with ply veneer, chemically treated, 30mm thick	Sq.m	37.86		
17	Providing & fixing 30mm thick Panelled or glazed windows Shutters etc. complete including hinges in Class 'B' (conifer)	Each	15.00		
18	Providing & fixing anodised aluminum tower bolt (barrel type) with screws etc. complete, 100mm	Each	22.00		
19	Providing & fixing anodised aluminium sliding door bolts with nuts and aluminium screws etc. complete, 250mm	Each	15.00		
20	Providing & fixing anodised aluminium handle with necessary aluminium screws etc. complete, 150mm	Each	15.00		
21	Providing & fixing anodised aluminium handle with necessary aluminium screws etc. complete, 100mm	Each	7.00		
22	Providing & fixing anodised aluminium hook-and-eye with necessary screws etc. complete, 150mm	Each	15.00		
23	Providing & fixing Eaves board (225x25mm) with moulding fitted and fixed with necessary screws, in Class 'B' (conifer).	M	250.00		
24	Surface preparation removing by scraping, sand papering, including scratch repairs - White colour-wash	Sq.m	250.65		
25	Vinyl plastic emulsion paint, for cement, masonry, plaster, two coats on new work, weather coat. Brand: Berger, Mud Colour-External	Sq.m	200.35		
26	Providing & applying two coat of primers and applying finishing coats-Synthetic	Sq.m	270.91		

	enamel, for steel & wood work\two coats				
27	Constructing Septic Tanks, in 2nd class brick masonry in cement mortar 1:4, including fittings, C.I cover with frame, 40mm thick concrete flooring (40mm aggregates) cement plaster concrete base in C.C 1:4:8 etc. complete as per standard design-50 user	Each	2.00		
28	Constructing Soak Pit size 1200x1200x1200mm, filled with brick bats including 100mm SW drain pipe X 1200mm long	Each	2.00		
29	Providing and applying finishing coats- Acrylic washable distemper, two coat on old work-Internal	Sq.m	250.63		
B	R&M of Office parking area with PCC at ESD Samtse				
30	Surface preparation removing by scraping old black top, including scratch repairs and road surface disposal of rubbish up to 50m	Sq.m	660.00		
31	Providing and laying in position plain cement concrete excluding the cost of centering and shuttering - All work up to plinth level-1:3:6 (1 cement : 3 sand : 6 graded crushed rock 20 mm nominal size) - 100 mm thick	Cum	70.50		
C	R&M of Office Building at ESSD Tashichhoeling				
32	Dismantling of Eave ceiling with wooden battens and etc. complete stacking of useful materials and within 50m lead	Sq.m	138.80		
33	Surface preparation removing by scraping, sand papering, including scratch repairs of old plaster and paint works	Sq.m	637.61		
34	Providing and fixing of scaffolding with bamboos for painting and fixing of eave ceiling works	Lot	1.00		
35	Providing & applying putty of thickness 2mm or more over plastered surface to prepare the surface even and smooth complete. (Internal walls)	Sq.m	198.60		
36	Finishing wall with Water-Proof Cement Paint - Old work, one coats (Internal walls) including cement primer coat	Sq.m	198.60		
37	Finishing wall with Water-Proof Cement Paint - Old work, one coats (External walls)	Sq.m	439.01		

	walls) including cement primer coat				
38	Providing & applying one coat of primers Metal work - synthetic red oxide primer	Sq.m	138.80		
39	Providing and applying finishing coats Synthetic enamel, for steel & wood work, two coats on new work	Sq.m	138.80		
40	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	397.54		
41	Providing & fixing of galvanized MS plain sheet of 2 mm thickness in eave ceiling with priming and etc. excl. the cost of frames	Kg	2179.16		
42	Providing&fixing450mmoverallsemi- circularplainG.Igutter,includingbrackets,bolt s,nuts,washers&rainwaterpipesconnections, excluding the cost of pipes 24g sheet	M	77.40		
	Total				

Total Amount (in words)	
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Vendor Performance Management System (VPMS) Acceptance Form

To
[Employer's Name and Address]

Dear Sir/Madam,

With reference to our Bid dated.....for the work*[insert brief scope of Work]*
.....against NIT No....., we hereby conform that we have read the provisions in
clause 18 regarding the VPMS and we hereby agree to abide by the provisions in the VPMS or do
affirm as follows:

1. If our bid is accepted, we agree to be assessed as per the VPMS methodology adopted by Employer.
2. We accept the rating of VPMS depending on our performance and any action hereof.
3. We shall be liable for any breach of this undertaking and non- compliance to the provisions of VPMS.

Sealed and signed