

**PUNATSANGCHHU-I HYDROELECTRIC PROJECT AUTHORITY (PHPA-I)**



**BIDDING DOCUMENT**

**FOR**

**ANNUAL OPERATION AND MAINTENANCE OF 500 KLD MBBR/FMR STP AT  
NARITSE**

**(NIT No. PHPA-I/SE(C&P)/146/2026/04)**

**JUNE, 2026**

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## CONTENTS OF THE BIDDING DOCUMENT

Content	Description	Page No.
Section - I	Notice Inviting Tender (NIT) .....	1
Section - II	Terms & Conditions of Contract .....	5
Section - III	General Technical Specifications .....	7
Section- IV	Forms .....	6
Section - V	Bill of Quantities (BoQ) .....	1



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**SECTION I**  
**NOTICE INVITING TENDER**

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**PUNATSANGCHHU-I HYDROELECTRIC PROJECT AUTHORITY (PHPA-I)**  
**NIT No. PHPA-I/SE(C&P)/146/2026/04**

Sealed item rate bids are hereby invited for and on behalf of PHPA-I from experienced and financially sound Bhutanese (**Small Class-W3**) and Indian bidders fulfilling the eligibility criteria specified in the Bidding Document for the work “**Annual Operation and Maintenance (O&M) of 500 KLD MBBR/FMR Sewage Treatment Plant at Naritse**”

**Eligibility Criteria**

The participating bidders shall be reputed, financially sound Bhutanese and Indian, preferably experienced and fulfilling the following:

1. *Have a valid Trade License and registered with BCTA/CDB as Small Class (W3) for Bhutanese bidders and Registration or relevant Certificate issued by the authority concerned for Indian bidders.*
2. *Have the latest income tax/corporate tax clearance certificates. If such a clearance certificate is not being issued by the concerned authority, an authenticated photocopy of the latest income tax return shall be submitted by the Bidders.*
3. *Preference shall be given to bidder who has experience in Operation and Maintenance of STP with MBBR/FMR technology.*

The bidders can download the Bidding Document from the PHPA-I website: [www.phpa1.gov.bt](http://www.phpa1.gov.bt) at free of cost w.e.f **24.06.2026** to **07.07.2026**

Any corrigendum/addendum/errata in respect of this tender shall be made available only at the mentioned website.

PHPA-I reserves the right to reject any or all the bids without assigning any reason thereof.

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**Superintending Engineer**  
**(Contracts & Procurement Circle)**



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**SECTION II**  
**TERMS & CONDITIONS OF CONTRACT**

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## TERMS AND CONDITIONS OF THE WORK

1	SCOPE OF WORK.....	1
2	ELIGIBLE CRITERIA.....	1
3	DOCUMENT COMPRISING THE BID .....	1
4	BID SECURITY (EMD) .....	1
5	BID VALIDITY .....	2
6	SITE VISIT.....	2
7	LANGUAGE OF BID .....	2
8	BID PRICE .....	2
9	SUBMISSION AND OPENING OF BIDS .....	2
10	EVALUATION AND COMPARISON OF THE BIDS .....	2
11	CORRECTION OF ERRORS.....	2
12	RIGHT OF ACCEPTANCE .....	2
13	AWARD OF CONTRACT .....	3
14	PERFORMANCE SECURITY.....	3
15	SIGNING OF CONTRACT AGREEMENT .....	3
16	COMMENCEMENT OF WORK .....	3
17	DURATION OF CONTRACT .....	3
18	EXTENSION OF TIME FOR O&M .....	3
19	FORCE MAJEURE.....	3
20	LIQUIDATED DAMAGES FOR DELAY.....	4
21	MEASUREMENT .....	4
22	CERTIFICATES AND PAYMENT .....	4
23	TERMINATION OF THE CONTRACT .....	4
24	PAYMENT AFTER TERMINATION .....	4
25	COMPLIANCE WITH TAX LAWS .....	5
26	CONTRACTOR'S RISKS .....	5
27	LABOUR LAWS .....	5
28	PRE-CONTRACT INTEGRITY PACT.....	5
29	ENGINEER-IN-CHARGE .....	5
30	ARBITRATION.....	5



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## TERMS AND CONDITIONS OF CONTRACT

### 1 SCOPE OF WORK

PHPA-I invites sealed bids from eligible and qualified Bhutanese and Indian bidders for **“Annual operation and Maintenance of 500 KLD MBBR/FMR STP at Naritse”**.

The scope of works shall be as specified in General Technical Specifications. The quoted rates by the Bidder(s) shall be indicated in the appropriate column of the Bill of Quantities (BoQ).

### 2 ELIGIBLE CRITERIA

2.1 The participating bidders shall be reputed, financially sound Bhutanese and Indian, preferably experienced and fulfilling the followings:

- 2.1.1 Have a valid Trade License and registered with BCTA/CDB as *Small Class (W3) for Bhutanese bidders and Registration or relevant Certificate issued by the authority concerned for Indian bidders*.
- 2.1.2 Have the latest income tax/corporate tax clearance certificates. If such a clearance certificate is not being issued by the concerned authority, an authenticated photocopy of the latest income tax return shall be submitted by the Bidders.
- 2.1.3 Preference shall be given to bidder who has experience in Operation and Maintenance of STP with MBBR/FMR technology.

### 3 DOCUMENT COMPRISING THE BID

3.1 The Bid shall include the following documents:

- 3.1.1 Bid Security
- 3.1.2 Valid Trade License or Registration Certificate
- 3.1.3 BCTA/CDB Registration Certificate
- 3.1.4 Latest tax clearance Certificate
- 3.1.5 Duly filled Bill of Quantities
- 3.1.6 Complete Bidding Document, duly signed by the bidder as its acceptance.

### 4 BID SECURITY (EMD)

- 4.1 Bidder shall furnish Bid Security for an amount of **Nu. 37,000.00** along with their bid, failing which bids will be rejected. Bid Security shall remain valid for **30** days beyond the validity of the Bid.
- 4.2 Bid Security shall be in any form: A Demand Draft or irrevocable Bank Guarantee issued by Banks of Bhutan/India, payable to Punatsangchhu-I Hydroelectric Project Authority.
- 4.3 Bid Security is liable to be forfeited if the bidder withdraws or amends within the period of bid validity or the successful bidder fails to sign the contract agreement.
- 4.4 The Bid Security of the successful bidder shall be returned after receipt of the Performance Security and signing of the Contract Agreement.
- 4.5 Bid Security of unsuccessful bidders shall be returned within 28 days of the signing of the contract with the successful bidder.



## 5 BID VALIDITY

A bid shall remain valid for **60 days** from the date of its opening.

## 6 SITE VISIT

The bidders are advised & encouraged to visit the site, its surroundings and obtain all information pertaining to present Operational & Maintenance (O&M) vis-a-vis functioning of 500 KLD MBBR/FMR Sewage Treatment Plant (STP) at Naritse that may be necessary for preparing a bid. The cost of visiting the site shall be at the bidder's own expense.

## 7 LANGUAGE OF BID

The bid and all correspondence related to this tender shall be in English.

## 8 BID PRICE

Bidders shall quote rates for all items in the Bill of Quantities (BoQ) which shall be inclusive of all taxes & other levies payable by the contractor under the contract excluding the Goods & Services Tax (GST). The Bidders shall quote applicable GST separately in the BoQ. However, during the performance of the contract, if PHPA-I is exempted from applicable GST in Bhutan, the quoted price of GST by the bidder in the BoQ shall not be paid for by PHPA-I.

The rate shall remain firm and shall not be subjected to any adjustment during the performance of the contract.

## 9 SUBMISSION AND OPENING OF BIDS

Bid must be received by the Superintending Engineer, Contracts & Procurement Circle, PHPA-I, Bjimthangkha on or before **1300** hours of **7.07.2026** and shall be opened on the same day at **1500** hours. Late bids shall be rejected.

## 10 EVALUATION AND COMPARISON OF THE BIDS

- 10.1 The bids will be evaluated & compared by the PHPA-I from the technical & financial points of view so as to make a selection for the complete Work covered under the bidding document.
- 10.2 Price bids of only techno-commercially responsive Bidders will be evaluated by the PHPA-I.

## 11 CORRECTION OF ERRORS

- 11.1 Any arithmetic errors in Price Bids shall be corrected by the PHPA-I as follow:
  - 11.1.1 Where there is a discrepancy between the rate in figure and in words, the rate in words will govern; and
  - 11.1.2 Where there is a discrepancy between the unit rate and the total amount derived from multiplying the unit rate and the quantity, the unit rate as quoted will govern and the total amount shall be corrected.
  - 11.1.3 If the bidder does not accept the corrected amount of the bid, his bid will be rejected and the bid security will be forfeited.

## 12 RIGHT OF ACCEPTANCE

- 12.1 PHPA-I is not bound to accept the lowest bid and reserves the right to accept or reject any or all bids without assigning any reason thereof.



12.2 If Bid Price of the bidder appears abnormally low or high or seriously unbalanced (**±20% of the estimated value**), PHPA-I shall eliminate the bid(s) from the further evaluation.

### 13 AWARD OF CONTRACT

PHPA-I will issue a Letter of Award (LoA) to the successful bidder before the expiration of the Bid validity.

### 14 PERFORMANCE SECURITY

14.1 Within 15 days of issuance of Letter of Award by PHPA-I, the successful bidder shall furnish Performance Security in the form of an irrevocable Bank Guarantee on the Proforma provided by PHPA-I (**Form-3**) for an amount equivalent to **10%** of the Contract Price.

14.2 The Performance Security shall be valid up to 30 days from the date of issue of the **Completion Certificate**.

### 15 SIGNING OF CONTRACT AGREEMENT

Within 15 days of issuance of the Letter of Award and after submission of Performance Security, on a date and time mutually agreed upon, the successful bidder or his authorized representative shall sign the Contract with PHPA-I.

### 16 COMMENCEMENT OF WORK

The work of Operation and Maintenance of 500 KLD MBBR/FMR Sewage Treatment Plant shall be commenced within 15 days from the date of issue of the Letter of Award.

### 17 DURATION OF CONTRACT

The O&M of 500 KLD MBBR/FMR STP shall be for **12 months** reckoned from the 15<sup>th</sup> day of issue of the Letter of Award.

### 18 EXTENSION OF TIME FOR O&M

The initial period of Operation and Maintenance of 500 KLD MBBR/FMR STP shall be for **12 months**. The same shall be extended as per the requirement of PHPA-I and upon mutual consent of the parties i.e., if the performance of the Contractor is satisfactory.

### 19 FORCE MAJEURE

19.1 If a Force Majeure situation arises, the Contractor shall promptly notify PHPA-I in writing of such condition and the cause thereof.

Force Majeure means any circumstances beyond the control of the parties i.e., the PHPA-I & the contractor including but not limited to acts of PHPA-I in its sovereign capacity, wars or revolution, pandemic or epidemic, fire, floods, earthquake affecting the contractor's work, except where solely restricted to employees of the contractor or his sub-contractor and freight embargoes.

19.2 Unless otherwise directed by the PHPA-I in writing, the Contractor shall continue to perform his obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.



## 20 LIQUIDATED DAMAGES FOR DELAY

If the Contractor fails to complete the Work within the time prescribed by Clause 17, the Liquidated Damages at the rate of **0.1%** per day shall be imposed subject to a maximum of **10%** of the Contract Price.

## 21 MEASUREMENT

All measurements shall be taken jointly by the Engineer-in-Charge and the Contractor from time to time during the progress of the work, and such measurements shall be signed by the parties as a token of acceptance.

## 22 CERTIFICATES AND PAYMENT

### 22.1 Interim Payment Certificate

The contractor shall submit an application for releasing payment on monthly basis, in duplicate, to the Engineer-In-Charge. Engineer-In-Charge shall verify the application and process for payment as soon as possible but no later than 15 days from the date of submission of application by Contractor.

### 22.2 Final certificate

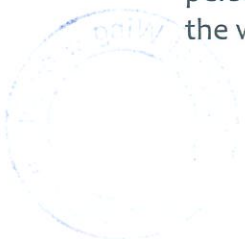
- 22.2.1 Since all the monthly payment certificates are issued provisionally, EIC may, by any interim payment certificate, make any corrections or modifications in any previous certificate (other than one purporting to be the final payment certificate) which shall have been issued by him and shall have the power to modify or withhold any interim certificate if the works or any part thereof are not being carried out to his satisfaction.
- 22.2.2 On receipt of the final bill, the EIC shall promptly prepare and issue to the contractor a final payment certificate certifying any further money due to the contractor in respect of the contract. Payment to the contractor of the amount due under the final payment certificate shall be made by PHPA-I within 60 days of such certificate being issued. In the event of non-payment within the said period, no interest shall accrue to the contractor.

## 23 TERMINATION OF THE CONTRACT

- 23.1 The Contract can be terminated at any time by either party by serving **14 days** prior notice in writing if the other party causes any fundamental breach of the contract.
- 23.2 Notwithstanding the above, PHPA-I may terminate the contract for convenience.

## 24 PAYMENT AFTER TERMINATION

- 24.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the EIC shall issue a certificate for the value of the work done and materials ordered less advance payments received up to the date of the issue of the Certificate and **20%** less the percentage to apply to the value of work not completed. If the total amount due to the PHPA-I exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor to PHPA-I.
- 24.2 If the Contract is terminated for PHPA-I's convenience or because of the fundamental breach of Contract by the PHPA-I, the EIC shall issue a certificate for the value of work done, materials ordered, the reasonable cost of removing the equipment, repatriation of the Contractors personal employed solely on this work, and the contractor's cost of protecting and securing the work, and less advance payments received up to the date of the certificate.



## 25 COMPLIANCE WITH TAX LAWS

- 25.1 Any Contractor, or sub-contractor recruited in connection with the Work will be liable for tax in Bhutan as per the Income Tax Act of Bhutan 2025. Further, such recruiting agency shall be responsible for deducting and remitting Tax Deducted at Source (TDS) as per the provision of the said Income Tax Act.
- 25.2 Contractor Tax of 2% & 5% for Bhutanese and Indian bidder shall be deducted from every bill of the Contractor.

## 26 CONTRACTOR'S RISKS

From the start date until the end of the contract period, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Work, Materials, and Equipment) are the liabilities of the Contractor.

## 27 LABOUR LAWS

The Contractor shall comply with all relevant labour laws/Acts of Bhutan applicable to the Contractor's Personnel, including Laws relating to their employment (including wages and working hours), health, safety, and welfare.

## 28 PRE-CONTRACT INTEGRITY PACT

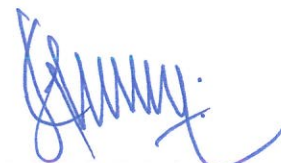
As per the norms of the Anti-Corruption Commission, the Constitutional body of the Royal Government of Bhutan, the Contractor shall have to sign a Pre-Contract Integrity Pact as per format enclosed as *Form-1*.

## 29 ENGINEER-IN-CHARGE

Executive Engineer (CIMD), PHPA-I, Bjimthangkha shall be Engineer-in-Charge for the purpose of this Contract.

## 30 ARBITRATION

Any dispute, unless settled amicably, shall be settled in accordance with the Alternative Dispute Resolution (Amendment) Act of Bhutan 2026.



(Superintending Engineer)

Contracts & Procurement Circle



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**SECTION III**  
**GENERAL TECHNICAL SPECIFICATIONS**

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## 1. Scope of Work

The contractor shall carry out comprehensive annual operation & maintenance of 500 KLD MBBR/FMR Sewage Treatment Plant (STP) to ensure uninterrupted, efficient, and safe operation of the system. The work shall include inspection, servicing, repair, replacement of defective components, testing, and commissioning of all STP equipment.

## 2. Maintenance Activities

### 2.1 Mechanical Equipment

- Inspection, cleaning, lubrication, and servicing of pumps, blowers, mixers, agitators, and motors.
- Checking alignment, vibration, noise levels, and operating parameters.
- Replacement of worn-out bearings, seals, couplings, belts, and gaskets as required.
- Maintenance of sludge handling and dewatering equipment.

### 2.2 Electrical Systems

- Inspection and servicing of control panels, MCCs, starters, relays, and switchgear.
- Tightening of electrical connections and checking insulation resistance.
- Maintenance of cables, sensors, level switches, and instrumentation.
- Testing of standby power supply and protection systems.

### 2.3 Treatment Units

- Cleaning of screens, grit chambers, equalization tanks, aeration tanks, clarifiers, and sludge tanks.
- Removal and disposal of accumulated sludge and debris.
- Maintenance of diffusers, air distribution systems, and pipelines.

### 2.4 Instrumentation and Control

- Calibration and testing of flow meters, pH meters, DO meters, and other instruments.
- Verification of automatic control functions and alarm systems.

## 3. Performance Requirements

- The STP shall operate continuously and efficiently throughout the contract period.
- Treated effluent quality shall comply with applicable environmental standards.
- All equipment shall be maintained in good working condition with minimum downtime.

## 4. Preventive Maintenance Schedule

- Daily operational inspection.
- Weekly cleaning and routine servicing.
- Monthly preventive maintenance of all mechanical and electrical equipment.



- Quarterly testing and calibration of instruments.
- Annual overhaul of critical equipment.

### 5. Spare Parts and Consumables

The contractor shall provide and replace necessary consumables and minor spare parts, including:

- Lubricants and greases.
- Gaskets, seals, nuts, bolts, and fasteners.
- Fuses, indicator lamps, and electrical accessories.
- Diffusers and flexible hoses (if required).

### 6. Safety Requirements

- Comply with all applicable safety regulations and environmental standards.
- Provide Personal Protective Equipment (PPE) to maintenance personnel.
- Ensure safe handling and disposal of sludge and waste materials.

### 7. Reporting

- Submit monthly maintenance reports detailing inspections, repairs, replacements, and operational status.
- Maintain records of equipment performance, breakdowns, and corrective actions.

### 8. Effluent Parameters

- The effluent parameters as per the **Bhutan NEC's Environment Standards Manual 2020** are as under.

Parameters	Unit	Standards
BOD	Mg/l	30
TSS	Mg/l	100
Faecal Coliform	CFU/100ml	1000
pH	pH scale	6.5-9.0
COD	Mg/l	125
Oil & Grease	ppm	< 10





Belt width	100mm
<b>Raw Sewage transfer/treated sewage transfer Pumps/Equalization Transfer Pump</b>	
Make	Grundfos Group/ Kirloskar/Armstrong/Mather & Platt/Johnson/Sulzer/Shakti/KSB/Crompton/CRI/Darling/Willo Roto/ Mody Pumps/Equipment
Capacity	Class F suitable for 415 volts,1500 RPM, 3-Phase,50 Hz AC supply mounted.
Flow Rate	32 cum/hr
Head	10m
IP	IP-55
Insulation Class	F Class
<b>Air diffusers - Coarse and Fine Bubble Diffuser ( Air Distibution Grid)</b>	
Make	Head Works USA/Createch, Denmark/Aqwise, Israel/OTT/EDI/AR Aquaformatics/Premier Tech/Rehau/Techpro/PP Aqua/Thermax/Ion Exchange/Degrement/Equivalent
Size of bubble	0.5 to 0.8 mm
<b>MBBR/FMR Meadi</b>	
Make	As per TS
<b>Air Blowers</b>	
Make	Everest/Hibon/Kay/ Cleantek/Airvek/AEPPL/Beta/Usha/Swam/Akash/Equivalent.



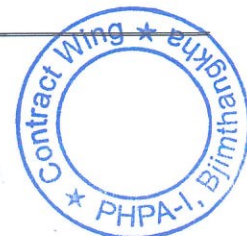
Capacity	750 Cum/hr at 5000mm
<b>Hardness Kit</b>	
Make	Siemens/L&T/Ion-Exchang/AR Aquaformatics/Equivalent
<b>Multi grade Sand Filter</b>	
Make	Oxybee Solutions/Thermax/Ion Exchange/....
Flow Rate	32M3/hr
Inside Painting	Epoxy paint (2 Coats) with primer
Backwash duration	Once in 16 hours for 20 minutes
Backwash System	Water jet
<b>Activated Carbon Filter</b>	
Make	Oxybee Solutions/Thermax/Ion Exchange/....
Flow Rate	32M3/hr
Inside Painting	Epoxy paint (2 Coats) with primer
Backwash duration	Once in 16 hours for 20 minutes
Outside Painting	One coat of red Oxide primer with two coats of bituminous paint
Backwash System	Water jet
<b>Chlorine doser</b>	
Make	Edose/Milton Roy/ U-dose/M- dose/Equivalent



Flow Rate	up to 6.25 IPH
Chemical Solution Tank	One no. single molded FRP cylindrical type chemical solution tank of 100 liter capacity having detachable lids with molded inserts for mounting of pumps and strirrer.
<b>Filter Press with Screw Pumps</b>	
Make	Techno/Kirloskar/Positive/ U T Pumps/ Hydro Proka pumps/Rotomac/Oxybee Solutions/ Jhonson/KSB/Wilo/Equivalent
Flow Rate	3 m <sup>3</sup> /hr
Operating Pressure	5 Kg/Cm <sup>2</sup>
<b>Filter Press (Sludge dewatering Unit)</b>	
Make	
No. of Chambers	24 Nos

### 9.1 INDICATIVE MAKE OF EQUIPMENTS

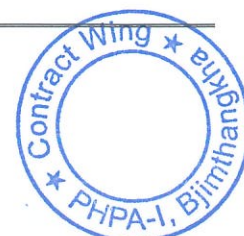
Sl. No	Items	Makes
1.	Level switches	E&H, General Instruments Consortium, Instrumentation Ltd, Magnetrol Intl INC, Tokyo Keiso Co. Ltd
2.	Pressure indicators/Pressure Gauge	H.Guru / Waree, Manometer (India) Pvt. Ltd., General Instruments Consortium, Premier Instruments & controls Ltd.
3.	Electromagnetic Flow Meter/Analog Flow Meter /	Endress & Hauser, ABB, Siemens, Emerson, yokogawa, Krohne Marshall, Dynameters.
4.	PH Sensor	Forbes & Marshal, Endress & Hauser, Hach
5.	Turbidity/TSS Sensor	Forbes & Marshal, Endress & Hauser, Hach
6.	DO Sensor	Mettler Toledo, Hach, E&H, Danfoss A/S



**List of Chemicals**

**O&M of 500 KLD Sewage Treatment Plant at Naritse (Lawakha) for PHPA-I Colony at Bjimthangkha using Moving Bed Bioreactor (MBBR) /Fluidised Media Reactor (FMR) Technology**

Sl.No	Description
<b>1.10</b>	<b>Chlorine Doser:</b>
	Supplying, installing, testing and commissioning of online automatic, electronic sodium hypo chlorite dosing unit with automatically operated dosing pump, Chlorine Residual Monitors etc. The unit shall comprise the following:
	One no. single moulded FRP cylindrical type chemical solution tank of 100 litres capacity having detachable lids with moulded inserts for mounting of pumps and stirrer.
	One no. Electronic diaphragm type positive displacement pump of Asia LMI make, for chemical dosing with plastic head. The electronic pump shall be operated on 220V single phase supply and shall be mounted directly on the tank top.
	Complete set of pipes, valves and fittings, foot valve, magnetic float switch to trip the dosing pump at low level of chemical in the tank.
	The free chlorine content in the filtered water shall not be less than 0.5 PPM.
	Shall consist of one no. 100 L HDPE / LDPE tank with one no. PP, diaphragm type pump of capacity 8.5 lph shall be provided with a tubular level indicator
	The pump shall be suitable for the following requirements:
	Min. Actuating Pressure : 0.3 kg/sq.cm
	Max. Working Pressure : 0.5 kg/sq.cm
	Max. temperature : 50°C
	Dosing flow range : 6.25 lph
	Head : 5-10 m
	Make of System: Edose/Milton Roy/U-dose/M-dose/ Equivalent
	Make of Dozing Pump:Asia LMI/Prominent/Toshcon/Ion-exchange/AR Aquaformatics/Mody Pumps./ Equivalent
	<b>Chemical List:</b>
1	Bio-culture - Every 3 to 4 days 1 liter bio-culture is provided in each MBBR Tanks.
2	Chlorine - 250 ml chlorine is added in 100 liters water and the solution is provided in treated water tank.



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**SECTION IV**

**FORMS**

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## Pre-Contract Integrity Pact

Note: This Proforma is included in the Bidding Documents for information of Bidders and shall be signed by the successful Bidder when the work(s) is awarded. Signing authorities will be the head of the client (agency) or the authorized representative of the bidder.

### 1. General:

Whereas the Punatsangchhu-I Hydroelectric Project Authority (PHPA-I) hereinafter referred to as the "Employer" on one part, and .....(Name of bidder or his/her authorized representative, with power of attorney) representing M/s. ...., (Name of firm), hereinafter referred to as the "Bidder" on the other part hereby execute this agreement as follows:

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

### 2. Objectives:

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

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

### 3. Scope:

The validity of this IP shall cover the bidding process and Contract Administration period.

### 4. Commitments of the Employer:

The Employer Commits itself to the following: -

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



- 4.2 The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and Contract Administration and will treat all Bidders alike.
- 4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4 The Following report on violation of clauses 4.1 and 4.2 by the official(s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and Contract Administration.

## 5. Commitments of Bidders

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and Contract administration in order to secure the Contract or in furtherance to secure it and in particular commits himself/herself to the followings:-

- 5.1 The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantages, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and Contract Administration, or to any person, organization or third party related to the Contract in exchange for any advantage in the bidding process and Contract Administration.
- 5.2 The Bidder shall not collude with other parties interested in the Contract to manipulate in whatsoever form or manner, the bidding process, and Contract Administration.
- 5.3 If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

## 6. Sanctions for Violation:

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.

- 6.1 The breach of the IP or commission of any offense (forgery, providing false information, misrepresentation, providing false/fake documents, bid rigging, bid steering, or coercion) by the Bidder, or anyone employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the Contract and other provisions of the relevant laws, including De-barment Rules.
- 6.2 The breach of the IP or commission of any offense by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.

## 7. Monitoring and Administration:

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



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

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

The parties hereby sign this Integrity Pact at (place) \_\_\_\_\_ on (date) \_\_\_\_\_

  
EMPLOYER



Witness:

BIDDER



Witness:

\_\_\_\_\_

\_\_\_\_\_



## Proforma for Bank Guarantee for Bid Security

To

The Punatsangchhu-I Hydroelectric Project Authority (PHPA-I)

\_\_\_\_\_

\_\_\_\_\_

(Address of PHPA-I)

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the BIDDER") has submitted his bid dated ( \_\_\_\_\_ for the construction of (Name of Contract) \_\_\_\_\_ (hereinafter called "the Bid").

KNOW ALL MEN by these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto the Punatsangchhu-I Hydroelectric Project Authority (PHPA-I) in the sum of \_\_\_\_\_ for which payment well and truly to be made to the PHPA-I the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_.

## 1. THE CONDITIONS of this obligation are;

- 1.1 If the Bidder withdraws his Bid during the period of bid validity specified in the Proforma of Bid; or
- 1.2 If the Bidder has been notified of the acceptance of his Bid by the PHPA-I during the period of bid validity;
  - 1.2.1 fails or refuses to execute the Proforma of Agreement in accordance with the Instructions to Bidders, if required; or
  - 1.2.2 fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders,

We undertake to pay to the PHPA-I up to the above amount upon receipt of its first written demand, provided that in its demand the PHPA-I will note that amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee shall remain valid for **90 days** from the bid's opening date as stated in the Invitation to Bid or as extended by you at any time prior to this date, a notice of which extends the Bank is hereby waived, and any demand in respect thereof should reach the Bank not later than the above date.



DATE .....

WITNESS .....

(Signature, Name and Address)

SIGNATURE OF THE BANK .....

SEAL .....



**Proforma for Bank Guarantee for Performance Security**

To

The Punatsangchhu-I Hydroelectric Project Authority,

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

(Address of PHPA-I)

WHEREAS (Name and Address of Contractor) \_\_\_\_\_ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute (Name of Contract and Brief Description of Works) \_\_\_\_\_ (hereinafter called "the Contract").

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Nu. \_\_\_\_\_ (Amount of Guarantee in words to be inserted by the Guarantor), representing the percentage of the Contract Price, specified in the Contract, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Nu. \_\_\_\_\_ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

**This guarantee is valid until the date 30 days from the date of issue of the Completion Certificate.**

**SIGNATURE AND SEAL OF THE GUARANTOR**

Name of Bank

Address



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**SECTION V**

**BILL OF QUANTITIES (BoQ)**

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BLANK



**BoQ for Annual Operation & Maintenance (O&M) of 500 KLD MBBR/FMR STP at Naritse**

SI#	Item Description	Unit	Quantity	Rates (Nu./Rs.)		Amount (Nu.)
				In Figures	In Words	
1	Annual Operation and Maintenance of the 500 KLD MBBR/FMR technology Sewage Treatment Plants (STP's) at Naritse for one year (12 months). The scope covers deputing qualified and experienced operator/electrician/chemist/supervisor in shifts for continuous operation of the plant. This is required to monitor proper functioning of all the equipments and the system in total for effective performance of the plant for better results. The scope includes operation of the equipments, attending to minor defects then and there, cleaning and lubricating the rotating parts periodically, maintaining the electrical systems such as panel board etc., and dosing chemicals as directed by PHPA-I, collecting & testing feed and permeate samples, maintaining the log book for all the activities etc. complete system.	Month	12			
2	Goods & Services Tax					
	<b>Total Amount</b>					
	<b>Total Amount (in words):</b>					



BLANK

