

**PUNATSANGCHHU-I HYDROELECTRIC PROJECT AUTHORITY
BHUTAN**



BIDDING DOCUMENT

FOR

**MODIFICATION/CONSTRUCTION OF ADDITIONAL TOILET FACILITIES
ON TOP FLOOR OF THE MAIN OFFICE BUILDING, PHPA-I
BJIMTHANGKHA**

(NIT No. PHPA-I/CE (C&P)/146/2026-07)

SEPTEMBER, 2026

BLANK

CONTENTS

Section No.	Contents	Page No.
Section I	Notice Inviting Tender (NIT)	I - 1
Section II	Scope of Work, Instructions to Bidders and Conditions of Contract	II - 1 to 16
Section III	General Technical Specifications (GTS)	III - 1 to 5
Section IV	Forms	IV - 1 to 8
Section V	Bill of Quantities (BoQ)	V - 1 to 12
Section VI	Drawings	VI- 1 to 9



BLANK

SECTION – I
NOTICE INVITING TENDER (NIT)



BLANK

PUNATSANGCHHU-I HYDROELECTRIC PROJECT AUTHORITY
Office of the Chief Engineer (C&P)
Bjimthangkha, Bhutan

NOTICE INVITING TENDER

Sealed item rate bids are hereby invited for and on behalf of Punatsangchhu-I Hydroelectric Project Authority (PHPA-I) from experienced & financially sound Bhutanese and Indian bidders for the following work:

Tender No.	Name of work	Class of Contract	Bid Security (Nu.)	Contract Period
PHPA-I/CE(C&P) / 146/2026-07	Construction/Modification of additional toilet facilities at the top floor of the Main Office building, PHPA-I, Bjimthangkha.	Small (W3)	20,000.00	6 (six) months

TERMS AND CONDITIONS: -

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

- a) Have valid trade license and registration with BCTA, MoIT, RGoB as **Small Class (W3)** contractor for Bhutanese and **Class V(B&R)** or **equivalent** category for Indian bidders.
- b) Have latest income tax/corporate tax clearance certificates. If such clearance certificate is not being issued by the concerned authority, an authenticated photocopy of the latest income tax return shall be submitted by the Bidder.

The interested eligible bidders may purchase Bidding Document from the office of the Chief Engineer (Contracts & Procurement Circle), PHPA-I, Bjimthangkha w.e.f **19.09.2026** to **13.10.2026** on payment of non-refundable fee of Nu. **1000.00** (one thousand) only in the form of cash warrant or demand draft drawn in favour of Punatsangchhu-I Hydroelectric Project Authority, payable at Bank of Bhutan, Bajo. The bidder can also download the tender document from PHPA website: www.phpa1.gov.bt/tenders at free of cost.

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 requests for the purchase of Bidding Document without assigning any reason thereof.

Chief Engineer (C&P)
(Ph. No. +975-2-471501)



BLANK

SECTION – II

GENERAL CONDITIONS OF CONTRACT



BLANK

SCOPE OF WORK, INSTRUCTIONS TO BIDDERS AND CONDITIONS OF CONTRACT

A. SCOPE OF WORK

The scope of work includes **Construction/Modification of additional toilet facilities on top floor of the Main Office building, PHPA-I, Bjimthangkha** as per the approved design drawings, specifications, Bill of Quantities and/or as directed by Engineer-in-Charge, within the stipulated time period.

B. INSTRUCTIONS TO BIDDERS

1. Eligibility Criteria

- 1.1. The participating bidders shall be experienced & financially sound Bhutanese and Indian, fulfilling the following criteria:
 - a. Have valid trade license and registration with BCTA, MoIT, RGoB as **Small Class (W3)** contractor for Bhutanese and **Class V (B&R)** or **equivalent** category for Indian bidders.
 - b. Have latest income tax/corporate tax clearance certificates. If such clearance certificate is not being issued by the concerned authority, an authenticated photocopy of the latest income tax return shall be submitted by the Bidder.

2. Site Visit

The bidder, at his own cost, responsibility and risk, may visit and examine the Site for Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a Contract. The bidders shall make themselves fully aware of the work to be executed & account for the challenges foreseen until completion & handing over of the works.

3. Preparation of Tenders

- 3.1 The Tender Form should be returned intact during the submission of bid, whether bidders are quoting for any item or not. When items are not being quoted for, the corresponding space should be defaced by such words as "NOT QUOTING".
- 3.2 In the event of space of the Tender Form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered, bear the Tender Number and fully signed by the tenderer. Reference to the additional pages must be made in the Tender Form.
- 3.3 The bidder shall be excluded if contract has been terminated by PHPA-I due to fundamental breach of contract by the Contractor.
- 3.4 The bidder shall not have more than 1 (one) work in-hand during award of work.
- 3.5 The Bidder shall indicate the bid price in the currency of Ngultrum/Rupee (Nu./Rs.) in BoQ at Section-V.



4. Bid Price

Bidders shall quote rates for all items in the Bill of Quantities (BoQ) which shall be inclusive of all taxes, duties & other levies payable by the contractor under the contract excluding the applicable 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.

5. Submission of Tender

- 5.1 The sealed bids shall be in two inner envelopes contained within one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPY". The outer envelope and inner envelopes, marked as "Confidential" shall be addressed to PHPA-I at the following address:

**Chief Engineer (Contracts & Procurement),
Contracts & Procurement Circle,
PHPA-I, Bjimthangkha, Wangdue.**

And bear the project name, the notice inviting tender number, and the words **"Do not open before 1430 Hrs. on date prescribed"**.

- 5.2 The Bid Security shall be submitted by the bidder in a separate sealed envelope, duly marking as **"EMD/BID SECURITY"** along with inner envelopes contained within one outer envelope.
- 5.3 If the outer envelope is not sealed or marked as instructed above, PHPA-I will assume no responsibility for the misplacement or premature opening of the bid submitted. A bid opened prematurely for this cause will be rejected by PHPA-I and returned to the bidder.

6. Deadline for submission of Bids

- 6.1 The Bids must be received by PHPA-I in the aforementioned office not later than **1300 Hrs. on 13.10.2026**
- 6.2 PHPA-I may, at its discretion, extend the deadline for submission of Bids by issuing an amendment.
- 6.3 The Bid shall be submitted in person at the address indicated in clause 5.1. The Bid submitted through fax or e-mail shall not be accepted.



7. Late Bid

Any Bid received after the deadline for submission of bids prescribed pursuant to Clause 6.1, will be returned unopened to the Bidder.

8. Modification and withdrawal of Bids

The Bidder may modify, substitute or withdraw their Bids after it has been submitted by sending a written notice before the deadline for submission of bids. However, no Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of the Bid Validity period. Withdrawal of a Bid during this interval shall result in the forfeiture of the EMD pursuant to Clause 13.3

9. Bid Opening

9.1 PHPA-I shall open the bid including modifications made pursuant to Clause 8 in the presence of bidder/bidder's authorised representatives who may wish to attend on **13.10.2026 at 1430 Hrs.** in the office of Chief Engineer (Contracts & Procurement), Contracts & Procurement Circle, PHPA-I, Bjimthangkha, Wangdue.

9.2 The envelope marked as EMD/BID SECURITY will be opened first. A bid will be rejected outrightly, if Bid Security does not satisfy the requirement set forth in clause 13 hereof.

9.3 The bidder's representative shall be required to submit a Power of Attorney or Authorization letter to sign on a register indicating their presence at the time of opening of tender. In case, the date of opening is declared a holiday, the tender shall be opened at the same time and place on the next working day.

10. Examination of Bids and Determination of Responsiveness

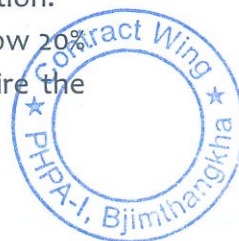
10.1 Prior to the detailed evaluation of bids, PHPA-I will determine whether each Bid

- i. meets with the required eligibility and qualification requirements;
- ii. has been properly signed;
- iii. is complete and accompanied by the acceptable Bid Security/EMD;
- iv. is substantially responsive to the requirements of the Bidding Documents;
- v. provides any clarification and/or substantiation that PHPA-I may require.

10.2 PHPA-I's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

10.3 If a bid is not substantially responsive, the same shall be rejected by PHPA-I, and may not subsequently be made responsive by correction or withdrawal of non-conforming deviation or reservation. Any incomplete bid is liable for rejection.

10.4 If the bid price of the lowest evaluated Bid appears abnormally low (below 20% of the estimated value) and/or seriously unbalanced, PHPA-I may require the



Bidder to produce written explanations or justifications and detailed price analyses 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 PHPA-I decides to accept the abnormally low Bid and/or the bid with serious unbalanced rates after considering the above, the Bidder shall increase the performance security from ten percent (10%) up to maximum of 30% of the initial Contract price; or

Alternatively, the PHPA-I may require the successful bidder to deposit the difference between the departmental estimate and contract amount in the form of cash warrant in addition to 10% performance security.

- 10.5 If the prices of all bids are abnormally high (above 20% of the estimated value), PHPA-I may seek justification from the bidder for the high rates and if necessary, negotiate with the lowest evaluated bidder or may reject the bid if considered to be abnormally higher than the estimated cost.
- 10.6 PHPA-I reserves the right to accept or reject any variation, deviation or alternative offers. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Bidding Document or otherwise result in the accrual of unsolicited benefits to PHPA-I shall not be taken into account in Bid evaluation.

11. Correction of Errors

- 11.1 The price bids shall be checked by PHPA-I for any arithmetic errors in computation and summation.
- 11.2 The amount stated in the Proforma of Bid will be adjusted by PHPA-I in accordance with the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected and the EMD will be forfeited.

12. Evaluation and Comparison of Bids

- 12.1 A substantially responsive document is one which conforms to all the terms, conditions & specifications without material deviation or reservation which:
- a) affects in any substantial way the quality or scope of the work;
 - b) limits in any substantial way the scope of work;
 - c) is inconsistent with the bidding document;
 - d) affects unfairly the competitive position of other bidder.



12.2 If PHPA-I decides to accept the abnormally or seriously unbalanced bids after considering the detailed price analysis, PHPA-I may as appropriate.

- i. Accept the Bid and increase the Performance Security from ten percent (10%) up to maximum of 30% of the initial Contract price; or
- ii. PHPA-I may ask the successful bidder to deposit the differential amount between departmental estimate and quoted amount in the form of cash warrant.
- iii. Reject the Bid.

13. Earnest Money Deposit (EMD)

13.1 As a part of his Bid, the Bidder shall furnish EMD/Bid Security amounting to **Nu. 20,000.00** (twenty thousand only) in the form of Demand Draft/Cash warrant/Unconditional Bank Guarantee (Proforma at Annexure-I) drawn in favour of Punatsangchhu-I Hydroelectric Project Authority (PHPA-I), payable at Bank of Bhutan (Bajo).

13.2 The EMD shall be valid for **30 (thirty) days** beyond the validity of bids or as extended, if applicable. Offers not accompanied by acceptable EMD shall be rejected as non-responsive. EMD of unsuccessful bidders will be released after signing of Contract Agreement with the successful bidder. EMD of successful bidder will be released on submission of Performance Security as per Clause 19.

13.3 The EMD shall be forfeited if:

- 26.1 The bidder withdraws the bid after bid opening & during the period of bid validity.
- 26.1 In the case of a successful bidder, if the bidder fails within the specified time limit to sign the agreement, or furnish the required Performance Security.
- 26.1 If the lowest evaluated bidder doesn't accept the correction of the bid pursuant to clause 11.

14. Quantities

The bidders shall note that the quantities indicated in the tender are as per the anticipated requirement of PHPA-I and no variation limit for any individual item in BoQ has been stated except for the payment due to the Contractor as detailed in clause 29.



15. Right of Acceptance

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 reasons thereof.

16. Correction of Bid

- 16.1 The bidder shall attest correction of their rate if any, with their full signatures before submission of the bid. The bidder shall sign each page of the offer duly endorsed with their rubber stamp/seal. The bid containing any overwriting or cutting or alteration which is left unsigned by the bidder shall not be considered.
- 16.1 This tender document is not transferrable.
- 16.1 The bid should be clearly and concisely written or printed in English.

17. Bid Validity

- 17.1 Bids shall remain valid for **60 (sixty)** days from the date of opening of the bid.
- 17.2 PHPA-I may request bidders to extend the bid validity period for a specified additional period, if any, as applicable. The request and bidder's responses shall be made in writing. EMD required pursuant to clause 13 shall be extended to 30 days after the deadline of the extended Bid validity period. A bidder may refuse the request without forfeiting the EMD. The refusal to extend the bid by the bidder will make the bid invalid and shall not be considered for evaluation and award.

18. Award of Contract

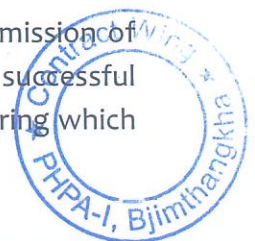
PHPA-I will issue a Letter of Award (LoA) to the successful bidder before the expiration of the Bid validity.

19. Performance Security

- 19.1 Within **15 (fifteen)** days of the issuance of Letter of Award (LoA) by PHPA-I, but not later than the date of the signing of the Agreement, the successful bidder shall be required to furnish the Performance Security in the form of Demand Draft or an irrevocable Bank Guarantee on the Proforma provided by PHPA-I (Annexure-II) for an amount equal to 10% (ten percent) of the value of LoA, valid till 30 days from the date of issue of Completion Certificate by the PHPA-I.
- 19.2 Failure of the successful bidder to comply with this requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

20. Signing of Agreement

Within **30 (thirty)** days of issuance of the Letter of Award and after submission of Performance Security, or a date and time mutually agreed upon, the successful bidder or his authorized representative shall sign Contract with PHPA-I during which



a detailed Work programme shall be submitted for approval of the EIC within next 7 (seven) days of contract signing.

C. CONDITIONS OF CONTRACT

21. Commencement of Works

The work shall be commenced within **30 (thirty)** days from the date of issue of Letter of Award (LoA).

22. Completion Time

The Work in all respect shall be completed within **6 (six)** months from the date of commencement of Work.

23. Extension of Time for Completion

- 23.1 Should the amount of extra or additional work of any kind may or any cause of delay referred to in these conditions, or other special circumstances of any kind whatsoever which may occur, other than through a default of the Contractor, be such as fairly to entitle the Contractor to an extension of time for the completion of Work, EIC shall determine the period of such extension and shall notify the Contractor accordingly.
- 23.2 The contractor shall maintain **Hindrance Register** for reporting Hindrance(s), in an approved format. The Contractor shall get record of hindrance in the hindrance register endorsed by EIC or EIC's representative, as the case may be such hindrance in the work approved by PHPA-I's authority will only be taken into consideration for granting time extension.
- 23.3 **Site Order Book** shall be maintained at site systematically and securely by EIC till completion of the Works.

24. Product Specifications, Manufacturing & Test Certificates

The offer of the bidders shall be as per the specifications indicated against each item in the BoQ and Technical Specifications.

25. Certificate for Completion of Work

The EIC shall issue a Completion Certificate, within 15 (fifteen) days from the date of receipt of Work Completion notice from the Contractor.

26. Compliance with Tax laws

- 26.1 The Royal Government of Bhutan shall exempt taxes, levies/duties for Plant, construction materials & equipment, machineries and services imported for direct use in the construction of the Project. Any procurement made under tax



- exemption basis shall be liable for tax payment as per the Tax Act of the Kingdom of Bhutan if disposed off in Bhutan.
- 26.2 Any Contractor, sub-contractor or consultants recruited in connection with the Work will be liable for tax in Bhutan as per the Income Tax Act of the Kingdom of Bhutan, 2001. 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.
- 26.3 The Royal Govt. of Bhutan shall receive royalty from the Contractor for the timber, supply of such materials required for the Work.
- 26.4 The Contractor shall obtain necessary permits and deposit royalty with local authorities for supply of such materials required for the Work.
- 26.5 With effect from 1st July 2017, all exports (including ones to Bhutan) are 'zero rated items' under the GST regime in the GoI. Therefore, no reimbursement or costs on account of any tax implications will be admissible. However, in the situation, if the categorization is changed for exports from 'zero rated' to any other slab, the same will be applicable.

27. Price Adjustment

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

28. Variations

- 28.1 The EIC shall make any variation in the form, quality or quantity of the Works or any part thereof or substitution for original specifications and instructions that may, in his opinion be necessary and for that purpose, or if for any other reason it shall, in his opinion be appropriate.
- 28.2 No such variations shall in any way vitiate or invalidate the Contract, but the effect if any, of all such variations shall be valued in accordance with Clause 29 hereof.
- 28.3 Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of Contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.

29. Determination of Price for variations

- 29.1 Upon certified completion of the whole works, if reduction or increase in the total value of the work is found to be within 20% of initial contract price, then there shall be no change in the contract rates for individual items of work specified in the bill of quantities irrespective of the quantum of variation in individual items.
- 29.2 However, if reduction or increase is found to be more than 20% of initial contract price, the increase in payment for minus variation or decrease in payment for plus variation shall be specified based on slabs of variation in the contract value as specified below:



Variation in Value of Works	Increase in Payment for minus variation	Decrease in Payment for plus variation
Upto 20%	Nil	Nil
Above 20% and upto 35 %	6.00%	3.00%
Above 35% and upto 60%	8.00%	4.00%
Above 60 % and upto 100%	10.00%	5.00%
Above 100%	NA	5.00%

- 29.3 While working out the value of Work for the purpose of variation, the extra/substituted items for which new rates have been paid (but includes similar items, rate of which has been worked out from the BOQ) and payment towards price adjustment, and the adjustment towards statutory variations shall not be considered.

Illustration

- a. In case of variation in value of Works by (plus) + 60 percent, the payment for (60-20) percent i.e. 40 percent of contract value of Works shall be decreased by 4 % (four percent.). The reduction in Contract rates shall commence as soon as the value of Works executed reaches 120% of Contract Price.
 - b. In case of variation in value of Works by (minus) – 55 percent, the payment for (55-20) percent i.e. 35 percent of contract value of Works shall be increased by 8% (eight percent).
- 29.4 No variation limit for any individual BOQ item has been specified in these GCC except for the payment due to the Contractor as detailed above. No claim for revision of rate(s) for any individual BOQ item shall be admissible irrespective of the extent to which the ordered quantity may get revised (+) or (-) during the actual execution of the Works.
- 29.5 Within 14 days of the date of instruction for executing varied Works and before the commencement of such Works, notice shall be given either (a) by the Contractor to the Employer of his intention to claim extra payment or a varied rate or price, or (b) by EIC to the Contractor of the intention to vary a rate or price.
- 29.6 The valuation of variation shall be carried out in the following sequence:
- a. The rates already provided in the BoQ, shall apply in respect of the same item(s) of work to be executed due to variation.
 - b. If the rate of altered, additional or substituted works for which no rate is specified in the BoQ and such items of work exists in Bhutan Schedule of Rates, then such work shall be carried out at the rates provided in the Bhutan Schedule of Rates prevailing at time of award of work for Phuntsholing plus cost index. In case of items for which rates are not available in BoQ and Bhutan Schedule of Rates, the rates of such items as far as practicable shall be derived from the quoted rates of analogous/similar item(s) in the BoQ after submission of details by the contractor. The decision to select analogous/similar item(s) shall be taken by EIC, and the same shall be conclusive and binding on the contractor.



- c. In the cases, where analogous/similar items are also not available in the Bill of Quantities, such items shall be termed as extra items. The Contractor, within 14 days (or as agreed by EIC) from the receipt of order to execute such items, shall submit rate analysis to EIC supported by documentary evidence of basic rates adopted therein, notwithstanding the fact that the rates for such items exist in the Contract; having regard to the cost of materials, actual wages of labor and ownership & operational cost of Construction Equipment required as per standard norms or if standard norms are not specified/available then on the basis of labor/ materials/ Construction Equipment actually engaged for the particular work.
 - d. Over and above the cost of labor, materials arranged by the Contractor and ownership & operational cost of Construction Equipment, an element of 20% shall be allowed to cover the Contractor's overheads, profits, and supervision charges.
 - e. The Employer shall examine the rate analysis submitted by the Contractor and fix the rates after considering the same.
- 29.7 If there is delay in the Employer and the Contractor coming to an agreement on the rate of varied Works, provisional rates @ 75% of the rates as determined by the Employer shall be paid as a provisional payment till such time as the rates are finally determined.
- 29.8 Under no circumstances, the Contractor shall at any stage suspend work on account of non-settlement of rates of such item(s).

30. Liquidated Damages

If the Contractor fails to complete the works within the time prescribed in Clause 22, the Contractor shall pay to PHPA-I, Liquidated Damages @ 0.1 % (point one percent) on the Contract price per day subject to maximum of 10% (ten percent) of Contract Value.

31. Termination of Contract

PHPA-I or the Contractor may terminate the Contract if the other party causes any fundamental breach of the Contract.

In the event of termination of the Contract due to default of the Contractor, the Performance Security shall be adjusted towards Liquidated Damages. The balance works under the Contract shall be completed in any other manner by PHPA-I but at the risk and cost of the Contractor, which will be adjusted from the Contractor's receivable from PHPA-I including Performance Security.

Notwithstanding the above, PHPA-I may terminate the Contract for convenience. If the Contract is terminated on this ground, the Contractor shall stop Work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.



32. Certification and Payment

32.1 Interim Payment Certificate

The Contractor shall submit an application for interim payment, in duplicate, to EIC at the end of each month in a proforma approved by EIC. The application shall include the following items, as applicable, which shall be taken into account in the sequence listed.

- 32.1.1. The value of the permanent Work executed upto the end of the month in question, obtained by applying the base unit rates in the BoQ to the quantities measured by the EIC.
- 32.1.2. The value of Permanent Work obtained as in 31.1.1 above, executed upto the end of the previous month.
- 32.1.3. The value at base unit rates, of the Permanent Work for the month in question obtained by deducting 31.1.2 from 31.1.1.
- 32.1.4. Any amount to be withheld under the retention provision pursuant to Clause 34.
- 32.1.5. Any amount to be deducted on account of the repayment of advances under the provisions of the Contract.

32.2 Advance Payment

32.3 Mobilization Advance

The interest free Mobilization Advance to the extent of 10 % (ten percent) of the Contract Price shall be granted on production of the irrevocable Bank Guarantee (Proforma of Bank Guarantee enclosed as (Annexure-II) for mobilization of labour, stores and workshops including camps, labour sheds, and constructional Plants. The advance is recoverable and the deduction of the advance shall be made on prorata percentage basis from the interim payment certified by EIC.

32.4 Secured Advance

Secured Advances shall be paid to the contractor as under:

- a. The materials shall be in accordance with the specifications for actual requirement for Works as per opinion of EIC.
- b. The materials shall be delivered at the site of the Works, properly stored and protected against loss, damage or deterioration.
- c. The sum payable for such materials on Site shall not exceed 75 % (seventy five percent) of the cost of materials delivered which shall be supported by the original invoices/bills from the suppliers. However, no payment shall be paid for perishable items which cannot be stored for a long period of time.



- d. The advances shall be recovered from the interim progress payments in the months in which these materials are used in the Works.

32.5 The entire amount of Mobilization Advance paid to the Contractor shall be completely deducted by the time the total payment to the Contractor has reached 80% of the Contract Price.

33. Payment upon Termination

- 33.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, 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% (twenty percent) less the percentage to apply to the value of Work not completed. If the total amount due to PHPA-I exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor to PHPA-I.
- 33.2 If the Contract is terminated for PHPA-I's convenience or because of a fundamental breach of Contract by the PHPA-I, EIC shall issue a certificate for the value of the Work done, materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel 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.

34. Retention Money

The Employer shall retain ten percent (10%) from each payment due to the Contractor until completion of the whole of the Work. The Retention Money shall be released to the Contractor on completion of Defects Liability Period and upon certification by EIC that defects notified to the Contractor before the end of this period have been corrected.

35. Defects Liability Period

Defects liability Period (DLP) shall mean a period of **12 (twelve)** months, calculated from the date of completion of the works, certified by EIC in accordance with Clause 25 hereof. Any defective or damages, which in the opinion of EIC is due to the use of materials or workmanship not in accordance with the Contract, or due to negligence or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract, then the Contractor shall at his own cost, rectify the defects. If the Contractor fails to comply this, PHPA-I shall employ other person to carry out the same and expense shall be recovered from the Contractor from any monies due or which may become due to the Contractor.



36. Contractor's Employees

The Contractor shall provide and employ personnel/labour on the site:

- 36.1 Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the Work.
- 36.2 The Contractor shall have to arrange permits from the Royal Government of Bhutan for non-Bhutanese personnel deployed by him for execution of this Work. PHPA-I will provide assistance to the Contractor in arranging such permits.
- 36.3 The Contractor shall make his own arrangements for transportation, housing etc. for all labours (local or otherwise).
- 36.4 The Contractor shall, in respect of labour employed by him, comply with the provision of the various Labour laws/Minimum Wages as per Chathrim issued by Ministry of Home Affairs, RGoB and shall indemnify PHPA-I in respect of all claims that may be made against PHPA-I for non-compliance thereof by the Contractor.

37. Power Supply and Store

- 37.1 PHPA-I shall make arrangement for providing Power supply at Work site. Power supply from the point of supply shall be made by the Contractor at his own cost, and energy consumed for the execution of Work shall be on the account of the Contractor.
- 37.2 Contractor shall make their own arrangement for storage of materials, if any.

38. Security Rules and Safety

- 38.1 The Project shall be a protected area. The Contractor, his employees and labourers shall have to follow the Security Rules as may be imposed from time to time by EIC/Royal Government of Bhutan. If the Contractor, his employees or labourers are found to be reluctant to follow the Rules, EIC will have the right to prohibit such persons from entering into the Project area. If required, EIC shall have the authority to take the help of local District Administration and/or local police.
- 38.2 The Contractor shall abide, comply and practise all safety standards applicable during the contract period.

39. Accident or Injury to Workmen

PHPA-I shall not be liable for or in respect of any damages or compensation payable according to law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-Contractor, save and except an accident or injury resulting from any act or default of PHPA-I, its agents, or employees. The Contractor shall indemnify and keep indemnified PHPA-I against all such damages, to persons and property and compensation, save and except as aforesaid, and against all claims, proceedings, cost, charges and expenses whatsoever in respect thereof or in relation thereto.



40. Force Majeure

“Force Majeure” means any circumstance beyond the control of the parties i.e. PHPA-I & the Contractor including but not limited to wars or revolutions, fires, floods, earthquake, epidemic/pandemic affecting Contractor’s Work, except where solely restricted to employees of the Contractor or his sub-contractor and freight embargoes.

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

However, force majeure shall not include the following:

- a. Rainfall
- b. Snowfall
- c. Strikes in other countries
- d. non-availability of laborer and materials such as timbers, boulders, sand, and other materials
- e. difficulty and risky terrain and remoteness of site.

41. Inspection

The Engineer-in-Charge (EIC) or any person authorized by him shall, at all times, have access to the Work and to all workshops and places where the work is being prepared or from where materials, manufacture articles or machinery are being obtained for the Work and the Contractor shall afford every facility for and every assistant in or in obtaining right to such accesses.

42. Insurance

Insurance for mobilized staff, Plants & Machineries, and third-party liability are in the scope of the Contractor.

43. Early Warning

- 43.1 The Contractor shall warn EIC at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the Work, increase the Contract Price or delay the execution of the Work. EIC may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date.



- 43.2 The Contractor shall cooperate with EIC in making and considering proposals on how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the Work and in carrying out any resulting instructions of EIC.

44. Quality Assurance Plan

To ensure that the works under scope of this Contract are in accordance with the relevant specifications & best industry standards, the Contractor shall prepare a comprehensive quality assurance plan and submit the same within 10 days from the commencement date to EIC for his approval.

45. Settlement of Dispute

- 45.1 Any differences/disputes arising out of the works shall be resolved amicably. If the Contractor is dissatisfied with the instructions or decision of EIC, the contractor may, within 15 days of the receipt of EIC, appeal to the Director (Technical), PHPA-I who shall afford an opportunity to the Contractor to be heard. The Director (Technical), PHPA-I shall give his decision within 30 days of receipt of Contractor's appeal. If the Contractor is dissatisfied with his decision, the Contractor shall within a period of 30 days from receipt of the decision, give notice to the Director (Technical), PHPA-I for resolution of disputes or differences through an arbitration in accordance to the ADR Act, of Bhutan 2013, as amended from time to time, failing which the said decision shall be final, binding and conclusive and not referable to adjudication by the Contractor.
- 45.2 It is a term of this contract that if the Contractor does not make any demand for appointment of arbitrator in respect of the claims in writing as aforesaid within 120 days of receiving the information from EIC that the final bill is ready for payment, the claim of the Contractor shall be waived and absolutely barred and EIC shall be discharged and released of all liabilities under the Contract in respect of claims.

46. Pre-Contract Integrity Pact

The Contractor shall have to sign a Pre-Contract Integrity Pact as per format enclosed at Annexure-III.

47. Occupational Health and Safety

The Contractor shall comply with the Labour and Employment Act of Bhutan 2007, Regulations on Occupational Health and Safety (OHS) and Welfare-2012 (or any revisions thereof), and other relevant national documents. Payment towards Personal Protective Equipment (PPE) and Common Protection Measures (CPMs) as listed in the relevant specifications for worker's OHS measures at construction sites shall be released upon certification by the Engineer-in-Charge.



Non- compliance

If during the performance of works under the contract, the PHPA-I informs the Contractor that it is the opinion of the Engineer-in-Charge that the Contractor is:

- a. Not conducting the work in compliance with the Contractor's Health and Safety Coordination Plan, relevant Safe Work Method Statements, relevant legislation or health and safety procedures provided by the department from time to time, or
- b. Conducting the work in such a way as to endanger the health and safety of Contractors employees or the department's or Agency's or its Contractors' and subcontractors' employees, and the public.
- c. Conducting the work in such a way as to risk property, plant, equipment or materials.

The Contractor shall remedy that breach of health and safety promptly.

The Engineer-in-Charge shall reject the Contractor's claim on worker's Occupational Health and Safety measures.

The Engineer-in-Charge may direct the Contractor to suspend the work until such time as the Contractor satisfies the Engineer-in-Charge that the work will be resumed in conformity with applicable health and safety provisions.

During periods of suspension referred to above, the PHPA-I shall not be required to make any payment whatsoever to the Contractor.

If the Contractor fails to rectify any breach of health and safety for which the work has been suspended, or if the Contractors performance has involved recurring breaches of health and safety, the PHPA-I may as its option terminate the work forthwith, without further obligation to the Contractor. In this event, the PHPA-I's liability shall be limited to payment for the work performed and costs incurred by the Contractor up to the time of termination or an earlier suspension of works.



(Chief Engineer)

Contracts & Procurement Circle



SECTION - III

GENERAL TECHNICAL SPECIFICATIONS



BLANK

GENERAL TECHNICAL SPECIFICATIONS

1. General

The General Technical Specifications (hereinafter called **GTS**) shall give general information about execution of various items of works under the Contract and cover the specified stipulations for measurements and payment therefor included in the Bill of Quantities.

These specifications shall be the part of the requirements for various items of works, which shall be executed according to the stipulations of the Contract. Hence, the instructions given herein form an integral part of and are applicable to the bidding documents issued for the works. Addenda to these specifications may be issued, as required during bidding and construction phases.

These specifications shall be read in conjunction with Bill of Quantities (BoQ), and the Conditions of Contract. While quoting the price, the Contractor shall comply with all provisions contained within the bidding documents with an objective to complete each item of work without any addition of cost thereof. In case Specifications, BoQ and Condition of Contract do not corroborate each other for completion of any particular item of work, the same as well as the assumptions made in quoting of price for such item(s) of Works shall be brought out clearly in the bid.

It is the intent of these specifications to establish acceptable standards of quality as specified in the technical specifications. Minor deviations in details due to manufacture's standard for brought out items will be considered for acceptance provided that, in the opinion of the Engineer-in-Charge, the proposed substitutions are equal in quality to those specified.

The Contractor shall be required to be use locally manufactured Bhutan Standard Bureau (BSB) certified Domestic construction materials especially Concrete Blocks/Bricks, Reinforcement & Steel Section, plumbing/Sanitary items and Electrical items, etc. in the Building and road construction works. The material shall conform to latest BSB standards or in the absence of these standards to the equivalent IS Codes. These materials must be cost effective as compared to the Imported materials of certified quality standards.

All works shall comply with the quality requirements defined in the **Specifications for Building and Road Works (SBRW-2026)**, Royal Govt. of Bhutan, Ministry of Infrastructure and Transport, Department of Infrastructure Development, Thimphu, Bhutan and/or directions of the Engineer-in-Charge from time to time.



1.1 Scope of Work

The scope of work for **Modification/Construction of additional toilet facilities for Gents and Ladies on top floor of Main Office building, PHPA-I, Bjimthangkha** which shall include, but not limited to the following:

- Dismantling & Demolition work, walls of Concrete Solid Brick masonry with doors and windows, finishing with plastering and painting, Sanitary & Water Supply with all fittings and fixtures, and other miscellaneous works to fulfill functional requirements but not limited to the major items of works, as per drawings, specifications, Bill of Quantities and /or as directed by the Engineer-in-Charge within the stipulated time period.

2.0 Scope of work Facilities

The scope of working facilities under this clause to design, provide, erect, operate and maintain all the working facilities as would be necessary for execution of the Works within the specified time schedule, but not necessarily limited to the following:

- Camp and Facilities
- Plant and Equipment
- Electric Power Supply System
- Water Supply System
- Sewage & Wastewater and Garbage Disposal System
- Temporary Access and Construction Roads

Working Facilities shall be subject to the Engineer-in-Charge's approval. The Contractor shall comply with all applicable laws, regulations, and ordinances relating to the construction and operation of the working facilities in Bhutan.

2.2 Submissions

The Contractor shall submit basic plans of Working Facilities along with his bid. He shall attach to his bid documents drawings and operating descriptions for his proposed working facilities. At least **15 days** prior to commencing the work, the Contractor **shall submit** to the Engineer-in-Charge for approval the drawings of layout and details of Working Facilities.

Should the Engineer-in-Charge determine that the details of working facilities furnished does not meet all requirements, the deficiencies shall be made good by the Contractor before commencement of the work. Any cost incurred therefore, or replacement shall be borne by the Contractor.



2.3 Camp and Facilities

The Camp and Facilities shall include but are not limited to:

- Office for the Contractor
- Accommodation for Staff and Workmen
- Miscellaneous Working Facilities like:
- Stores, Warehouses and sheds for the Contractor
- Portable Explosive Magazines

Office for the Contractor shall be of sufficient size and fully furnished and equipped. All working facilities shall be equipped with proper light arrangement, water supply, telephone, sewage and waste water disposal system. Contractor shall make his own arrangement for all working facilities.

The Contractor shall acquaint himself with all applicable laws and regulations as applicable in Bhutan for handling and use of explosives. All such laws, regulations and rules etc., as are amended from time to time shall be binding on the Contractor.

2.4 Plant and Equipment

2.4.1 General

The Contractor shall provide all construction plants and equipment necessary for the efficient execution of the work described in the Specifications and details supplied by the Contractor in the constructional plant and equipment schedule. The Contractor shall also deploy additional equipment, if needed, at his own cost for timely completion of the Works.

The capacity and number of equipment shall conform to the specific minimum requirements for the works and the climatic conditions prevailing at the site. The Contractor shall maintain all his equipment, tools and plants with sufficient spare parts, special tools for repair work and complete standby units of vital parts to guarantee a continuous operation without untimely delays. The Contractor shall remain fully responsible for any delays due to disregard of said necessity.

2.4.2 Transportation and Storage Facilities for Cement

Transportation of cement shall be accomplished in adequately weather-tight trucks or other means which will protect the cement completely from exposure to moisture. Storage of cement at the Site shall be done in weather-tight and properly ventilated structures with adequate provisions for the prevention of absorption of moisture.



2.5 Electric Power Supply System

The power supply to the construction sites, camps and the entire project area shall be designed for continuous operation, 24 hours a day, with sufficient capacity to satisfy peak and emergency demands.

2.6 Water Supply System

The Contractor shall be fully responsible for the arrangement of necessary facilities for water supply. The Contractor shall design, construct, equip, operate and maintain two separate water installations at the Site necessary for the adequate supply of:

- a) Raw water: for general construction use, treated to the extent necessary to meet specified requirements (e.g. for concrete),
- b) Potable water: for supply to all camps, site office and plants requiring high quality water meeting relevant requirements for drinking water.

2.7 Sewage, Waste Water and Garbage Disposal System

The Contractor shall construct, equip, operate and maintain all the installation necessary to properly collect, treat and dispose of sewage from the camp office and other construction facilities. The Contractor shall not, under any circumstances, discharge sewage or contaminated water into natural streams or any open areas. Treatment and disposal of sewage shall be performed in accordance with the current related standards and laws in force in Bhutan and always subject to the Engineer-in-Charge's approval. The drainage systems shall be designed taking into account the rainfall /snowfall rate in the area and the disposal of rainwater/snow shall be accomplished in such a way that no erosion problems are caused which may alter the stability of the soil.

The Contractor shall provide necessary arrangements for disposal of waste and garbage disposal. The areas surrounding camps, offices, job facilities and the work sites shall be kept clean and free of refuse at all times. No waste shall be dumped in areas other than those approved by the Engineer-in-Charge for waste disposal. No waste of any kind shall be deposited in any watercourses. The Contractor shall observe the norms prescribed by the Government of Bhutan for keeping all areas clean.

2.8 Testing and Quality Control

The Contractor shall collect the samples as specified or as directed by the Engineer-in-Charge, carryout the relevant test as approved by the Engineer-in-Charge and submit the test reports to the Engineer-in-Charge in time. All tests will be made according to the approved standards.

2.9 Medical Care Facilities

In the event of illness of an epidemic nature breaking out, the Contractor shall carry out and comply with all orders, arrangements or regulations, which may be issued by the Government or local authorities. Basic Medical facilities are available at Wangdue. The Contractor shall provide and maintain one first aid facilities at the work site.



2.10 Environmental Obligations

The Contractor shall, during the whole period of the Works comply fully with all applicable laws and regulations relating to environmental protection, mitigating measures for reducing environmental impacts and remedial works on completion of the Works. This obligation shall extend to the construction sites themselves, all the Contractor's site installations, and all quarries, borrow areas and tips.

2.11 Final Clean-Up

Upon the Completion of Works, or when any plant has completed its functions, the Contractor shall dismantle and demobilize all temporary facilities and remove all refuse, debris, objectionable material, and fill, grade and dress all excavated areas in a clean and proper condition acceptable to the Engineer-in-Charge. All such areas, as far as possible, shall conform to the natural appearance of the landscape.

2.12 Measurement and Payment

No separate payment for establishing the working facilities shall be made. Cost of all such working facilities shall be included in the unit price of works. No separate payment shall be made for complying with any environmental obligations required by applicable laws and regulations, and all such costs incurred by the Contractor to this end shall be considered as being included in the Contractor's Unit Prices.



BLANK

SECTION - IV

FORMS



BLANK

Form 2: 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 _____.

THE CONDITIONS of this obligation are;

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Proforma of Bid; or
2. If the Bidder having been notified of the acceptance of his Bid by the PHPA-I during the period of bid validity;
 - 2.1 fails or refuses to execute the Proforma of Agreement in accordance with the Instructions to Bidders, if required; or
 - 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 will remain in force up to and including the date **90 days** after the closing date for submission of bids as stated in the Invitation to Bid or as extended by you at any time prior to this date, notice of which extension to the Bank being 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 of **30 days** after issuing of the Completion Certificate.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank

Address

Date

Note; The Bidders are not required to fill this Proforma.



PROFORMA FOR
BANK GUARANTEE FOR MOBILISATION ADVANCE

In consideration of the Punatsangchhu-I Hydroelectric Project Authority (PHPA-I) (which expression shall unless repugnant to the subject or context include its administrators, successors and assigns), (hereinafter called the "Principal") having agreed to make advance payment to (Name and full address of the Contractor) _____ (hereinafter called "the Contractor(s)", (which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrator, executors and permitted assigns), whose bid for (Name of the Contract) _____ has been accepted and to whom the acceptance of the bid has been communicated by a Letter of Award and who is required to execute a formal agreement on conditions of production of a Bank Guarantee for Rs..... (Both in figures and words) _____ we, the _____ Bank (any financial institutions in Bhutan) hereinafter referred to as "the Bank") do hereby undertake promise and guarantee payment to the Principal on demand all the amounts advanced by the Principal to the said Contractor.

2. The Bank further agrees that;

- a) The Principal shall have the fullest liberty without affecting in any way the liability of the Bank under the Guarantee or Indemnity, from time to time, to vary any of the terms and conditions of the said Contract or to extend time for performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or the securities available to the Principal and the Bank shall not be released from its liability under these presents by any exercise by the Principal of the Liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Principal or any indulgence by the Principal to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of a releasing the Bank from its such liability.
- b) These presents shall be governed by and constructed in accordance with Bhutanese laws.



- c) the Bank hereby declares that it has the power to issue this Guarantee and the undersigned has full power to do so.
- d) It shall not be necessary for the Principal to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Principal may have obtained or obtain from the Contractor, shall at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- e) The Guarantee herein contained shall remain in full force and effect, during the period that would be taken for the performance of the terms and conditions of the said Contract, Letter of Award and the Agreement which is to be executed as aforesaid and that it shall continue to be enforceable until all the dues of the Principal have been duly paid and its claims satisfied and discharged and till the Principal discharges the Guarantee in writing or until _____ whichever is earlier.
- 3 The Bank lastly undertakes not to revoke this Guarantee until all the dues of the Principal have been duly paid except with the previous consent of the Principal in writing.

Dated the _____ Day of _____ 2020

Here affix the Common Seal of the

Bank for _____ Bank Ltd.

Note: The Bidders are not required to fill this Proforma.



PRE-CONTRACT INTEGRITY PACT

Note: This Proforma is included in the Bidding Documents for information of Bidders and shall signed by successful Bidder when the work(s) is award. 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 the parties at the time of purchase of bidding document 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 Following report on violation of clauses 4.1 and 4.2 by official(s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.
5. Commitments of Bidders
The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following :-
- 5.1 The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.
- 5.2 The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.
- 5.3 If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.
6. Sanctions for Violation:
The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.
- 6.1 The breach of the IP or commission of any offence (forgery, providing false information, mis-representation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barment Rules.
- 6.2 The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.
7. Monitoring and Administration:



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

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

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

EMPLOYER



BIDDER

Witness:



SECTION - V

BILL OF QUANTITIES



BLANK

BoQ for the Modification/Construction of additional toilet facilities on the top floor of the Main Office building, PHPA-I, Bjimthangkha.

Item No	Description of Item	Unit	Quantity	Unit Rate (Nu./Rs.)		Amount (Nu./Rs.)
				In Figures	In Words	
	Part A - Civil Items					
1	Demolishing brick work including stacking useful materials & disposal of rubbish within 50m lead in cement mortar.	Cum	0.24			
2	Demolishing reinforced concrete, including stacking steel bars and disposal of rubbish within 50m lead	Cum	0.06			
3	Demolishing cement concrete 1:4:8 & leaner, including disposal of materials within 50m lead	Cum	1.20			
4	Earth work in excavation over areas, depth >300mm, width >1.5m, area >10 Sq.m on plan, including disposal of excavated earth within 50m lead and 1.5m lift & disposed soil to be neatly dressed - All types of soil	Cum	13.63			
5	Filling of trenches, sides of foundations etc. in layers <200mm using selected excavated earth, ramming etc. within lead 50 m & lift 1.5m	Cum	6.82			
6	Providing & fixing centering and shuttering (formwork) using Shuttering Plywood, including Timber frame and timber strutting, propping with complete form tie system etc. and removal of formwork -Foundations, Footings, all works upto Plinth Level, etc.	Sqm	14.72			
7	Lintels, beams, girders, bressumers, cantilevers etc.	Sqm	21.80			
8	Columns, pillars, post, struts etc.	Sqm	6.00			
9	Suspended floor, roof, landing, shelves and their supports, balconies, chajjias, etc.	Sqm	19.05			



10	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.	Kg	886.91			
11	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	209.38			
12	Providing & laying in position reinforced cement concrete excluding the cost of centering, shuttering and reinforcement - all work upto plinth level - 1:1:2 (1 cement : 1 sand : 2 graded crushed rock 20 mm nominal size)	Cum	1.29			
13	Providing & laying in position reinforced cement concrete work in plinth and skirting courses, fillets, columns, pillars, posts and struts upto floor five level excluding the cost of centering, shuttering and reinforcement. 1:1:2 (1 cement : 1 sand : 2 graded crushed rock 20 mm nominal size)	Cum	0.72			
14	Providing & laying in position reinforced cement concrete work in beams, lintels, bands, plain window sills, staircases, spiral staircases upto floor five level excluding the cost of centering, shuttering and reinforcement 1:1:2 (1 cement : 1 sand : 2 graded crushed rock 20 mm nominal size)	Cum	3.05			



15	Providing & laying in position reir-forced cement concrete work in suspended floor, roofs having slope upto 15 Degree, landings, balconies, shelves and chajjas upto floor five level excluding the cost of centering, shuttering and reinforcement. - 1:1:2 (1 cement : 1 sand : 2 graded crushed rock 20 mm nominal size)	Cum	2.48			
16	Providing and laying Hand packed stone filling or soling with stones	Cum	6.03			
17	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	4.39			
18	Providing & laying Random Rubble Masonry with hard stone in foundation & plinth - in CM 1:6	Cum	6.15			
19	Providing & laying Second-Class Brick work in Foundation & Plinth + Extra for brick work in superstructure above plinth level, up to floor two level	Cum	13.59			
20	Providing & laying 15mm cement plaster on rough side of single or half-brick wall.	Sqm	130.90			
21	Providing and fixing vitrified tiles in skirting, step risers, dado and wall in different sizes (Sizes and thickness to be specified by the engineer/as per design) in all colours and shade, on 12 mm thick cement mortar 1:3 (1 cement:3 sand) finished with Tiles grout flush-pointing - (200x300mm)	Sqm	38.61			



22	Providing and laying vitrified tiles in flooring, treads of steps and landings in different sizes (Sizes and thickness to be specified by the engineer/as per design) in all colours and shade, laid on 20 mm thick cement mortar 1:4 (1 cement: 4 coarse sand) finished with tiles grout flush pointing - (300x300mm)	Sqm	12.50			
23	Providing & fixing roof framing, in trusses, purlins, rafters, posts, post plates including hoisting, etc. (excluding steel items)-Class 'B' (conifer)	Cum	1.69			
24	Providing & fixing Plywood lining with necessary nails etc. including beading complete (excluding cost of frame)	Sqm	10.00			
25	Providing & fixing Pre - Painted Galvanised Iron (PPGI) 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)	Sqm	12.50			
26	Providing & fixing 600 mm ridges or hips in Pre - Painted Galvanised Iron (PPGI) sheets, including bolts, hooks and nuts 8mm dia G.I limpet and bitumen washers for connection...25g. (0.50mm)	M	8.50			
27	Providing & fixing wind tie of 40 x 6 mm flats-Wind bracing	M	34.00			
28	Providing & fixing in position dressed wood work in frames of doors, windows, clerestory windows and other frames, wrought and framed- Class B (Conifer)	Cum	0.23			
29	Providing & fixing Flush Door shutters (pre-fabricated), block-board core with commercial ply veneer -35mm	Sqm	3.60			



30	P&f 40x3mm M.S. hold fast 400mm long, fixing to frame with 10mm bolts & nuts, plugs, concrete blocks 300x100x150mm with 1:3:6, 20mm aggregate -fixing accessories.	Each	42			
31	Anodised Aluminium Fittings: Tower Bolts (Barrel Type)					
	200 mm	Each	10			
	150 mm	Each	6			
32	Anodised Aluminium Fittings: Sliding Door Bolts-250mm	Each	5			
33	Anodised Aluminium Fittings: Handles-150mm	Each	10			
34	Anodised Aluminium Fittings: Butt Hinges-100mm	Each	15			
35	Providing & applying one coat of primers - Cement Primer	Sqm	130.90			
36	Providing & applying white or colour washing - White washing with lime-new work-three coats	Sqm	130.90			
37	Providing & applying one coat of primers-Acrylic washable distemper, two coats on new work, including cement primer coat.	Sqm	130.90			
38	Providing & applying one coat of primers - Wood work - pink primer.	Sqm	30.03			
39	Providing and applying wood preservatives Brown, two coats on new work.	Sqm	30.03			
	Sanitary, Water Supply					
40	Providing & fixing European-type vitreous china w.c pedestal including seat and lid with c.p brass hinges, 15 lit white vitreous china low level cistern, fittings, brackets and repairing walls complete - White, with plastic seat & lid	Each	3			



41	Providing & fixing white vitreous china wash basin, including C.I brackets, 15mm C.P. brass pillar taps, c.p. chain & rubber plug, 32mm pvc waste, 32mm dia. trap & union, repair walls - Flat back wash basin 550x400mm with single 15mm c.p. brass pillar tap	Each	4			
42	Providing & fixing white vitreous china flat back, lipped front urinal basin 430x260x350mm, including all fittings, painting, and repairing walls complete. One bowl	Each	2			
43	Providing & fixing 600x450mm bevelled edge mirror (superior glass) incl.4mm A.C sheet base fixed to wooden cleats.	Each	4			
44	Providing & fixing 450x120mm glass shelf, including c.p brass brackets fixed to wooden cleats	Each	4			
45	Providing & fixing c.p. towel rail 450 x 20mm with c.p brass brackets fixed to wooden cleats	Each	3			
46	Providing & fixing toilet paper holder- C.P Brass	Each	3			
47	Providing & fixing soap dish including brackets, wooden cleats, C.P brass Screws.	Each	3			
48	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes - class 1 (SDR11), having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. Internal work - Exposed on wall					



	15 mm nominal outer dia Pipes	Mtrs	40.00				
	20 mm nominal outer dia Pipes	Mtrs	40.00				
49	Providing & fixing c.p. brass bibcock - 15mm, long nose, C.P knob	Each	3				
	PVC pipes and Fittings						
50	Providing & fixing P.V.C soil waste and vent pipes, single or double socketed, including pipe clip complete (excluding the cost of PVC fittings)						
	75mm dia	Mtrs	40.00				
	110mm dia	Mtrs	40.00				
51	Providing & fixing P.V.C door bend						
	75 mm	Each	10				
	110 mm	Each	10				
52	Providing & fixing P.V.C plain bend						
	75 mm	Each	6				
	110 mm	Each	6				
53	Providing & fixing P.V.C Nahani Trap - 110mm inlet & 75mm outlet	Each	9				
54	Providing & fixing P.V.C P-Trap, without air vent- Small	Each	5				
55	Providing & fixing P.V.C Floor Trap						
	75 mm dia	Each	9				
	110 mm dia	Each	9				



56	Providing & fixing plastic tank including all accessories complete - 500 litre capacity (Rabten make)	Each	1		
57	Providing & fixing Electric water heater including necessary fittings - 35 litres	Each	1		
Sub-Total Amount (Civil Items) ----- A					
	Part B Electrical Items				
	Point Wiring for PVC casing & Capping.				
	PVC Casing Capping (Surface)				
1	Supplying and fixing of PVC casing & capping on surface including cup washer, screws, bends, elbows, Tees, corners, etc. complete as required				
	25x10x1.2mm	Mtrs	50.00		
2	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 casing and capping including connections, painting, testing & commissioning etc., as required.				
	Medium Point - for LED/Exhaust fan	Point	10		
3	Wiring for 3/5 pin, 6 ampere plug point with 2.5 sq.mm 1.1kV grade, PVC insulated copper conductor cable in PVC casing & capping with providing and fixing 3/5 pin, 6 ampere socket outlet and switch including earthing the third pin, connections, painting, testing and commissioning etc. as required				
	Long Point	Point	6		



4	Wiring for 3 pin, 16 ampere plug point with 4 sq.mm 1.1kV grade, PVC insulated copper conductor cable in PVC casing and capping with providing and fixing 3 pin, switch including earthing the third pin, connections, painting, testing and commissioning etc. as required	Point	2			
	Long Point					
	PVC Box					
5	Supplying & fixing of PVC boxes for switch/socket outlet/switch socket combined/ gang switches on surface including painting etc as required.					
	1 Module	Each	2			
	2 Module	Each	3			
	3 Module	Each	2			
	Plates & Frame					
6	Supplying & fixing of plates & frame for switch/socket outlet/switch socket combined/ gang switches, etc as required					
	Plate 1-module with frame	Each	2			
	Plate 2-module with frame	Each	3			
	Plate 3-module with frame	Each	2			
	Switches & Sockets on PVC surface box					
7	Supplying & fixing of 6A switch on existing PVC surface box including necessary cutting, connection testing etc. as required.					
	6A switch SP 1-way	Each	8			



8	Supplying & fixing of switch/socket on existing PVC surface box including necessary cutting, connection testing etc. as required.					
	16A switch SP 1 or 2 way	Each	2			
	Holders					
9	Supplying & fixing of holders on surface ceiling rose including necessary cutting,connection testing etc. as required.					
	Angle holder (heavy duty, brass plunger)	Each	3			
	Surface Luminaire (Light Emitting Diode Source)					
10	Supplying & fixing of prewired indoor surface/ceiling mounted round/square LED luminaires of 3000/4000/6000k, complete with all accessories with necessary testing & commissioning.					
	8W	Each	2			
11	Supplying & fixing of prewired indoor surface/ceiling mounted LED Tube light luminaires of 3000/4000/6000k, complete with all accessories with necessary testing & commissioning.					
	18W	Each	2			
12	Supplying, installation, testing & commissioning of exhaust fan 240 volt A.C 1400 rpm with all accessories such as frame with arm 3 Nos., sweep 3 Nos., condenser and fan body etc. complete as required - 300mm sweep	Each	3			
13	Supplying & fixing of Aluminium louvers for exhaust fan complete all accessories as required.					
	300mm sweep	Each	3			



	Sub-Total (Electrical Items) ----- B					
	Occupational Health and Safety (OHS) & Temporary Living Accommodation					
	Providing temporary living accommodation which includes bed room, kitchen, and toilet cum bathroom including proper water supply and electricity as per the drawing and temporary living accommodation standards. The accommodation facilities must be dismantled and cleaned upon the completion of project. All reusable materials of the accommodation facilities will remain as the property of the bidder upon completion of the project.	L/S	1			
	Incorporation of Occupational Health and Safety measures at construction sites, including Insurance, Personal Protective Equipment (PPE), First Aid kits, Boundary Fencing, Scaffolding, Safety nets, Traffic management, signage etc as listed in the specifications. The standards and specifications for the Insurance, OHS materials and (or) equipment shall comply with the Labour and Employment Act - 2007, Regulation on Occupational Health, Safety and Welfare - 2012, and other relevant national documents. All OHS items will remain the property of the bidder upon completion of the project	L/S	1			
	Sub-Total (OHS & TLA) ----- C					
	Total Amount (D) = A+B+C					



	Rebate, if any ---- E	
	Goods & Services Tax ----- F	
	Final Total Amount (D-E+F)	
	Final Total Amount (in Words):	

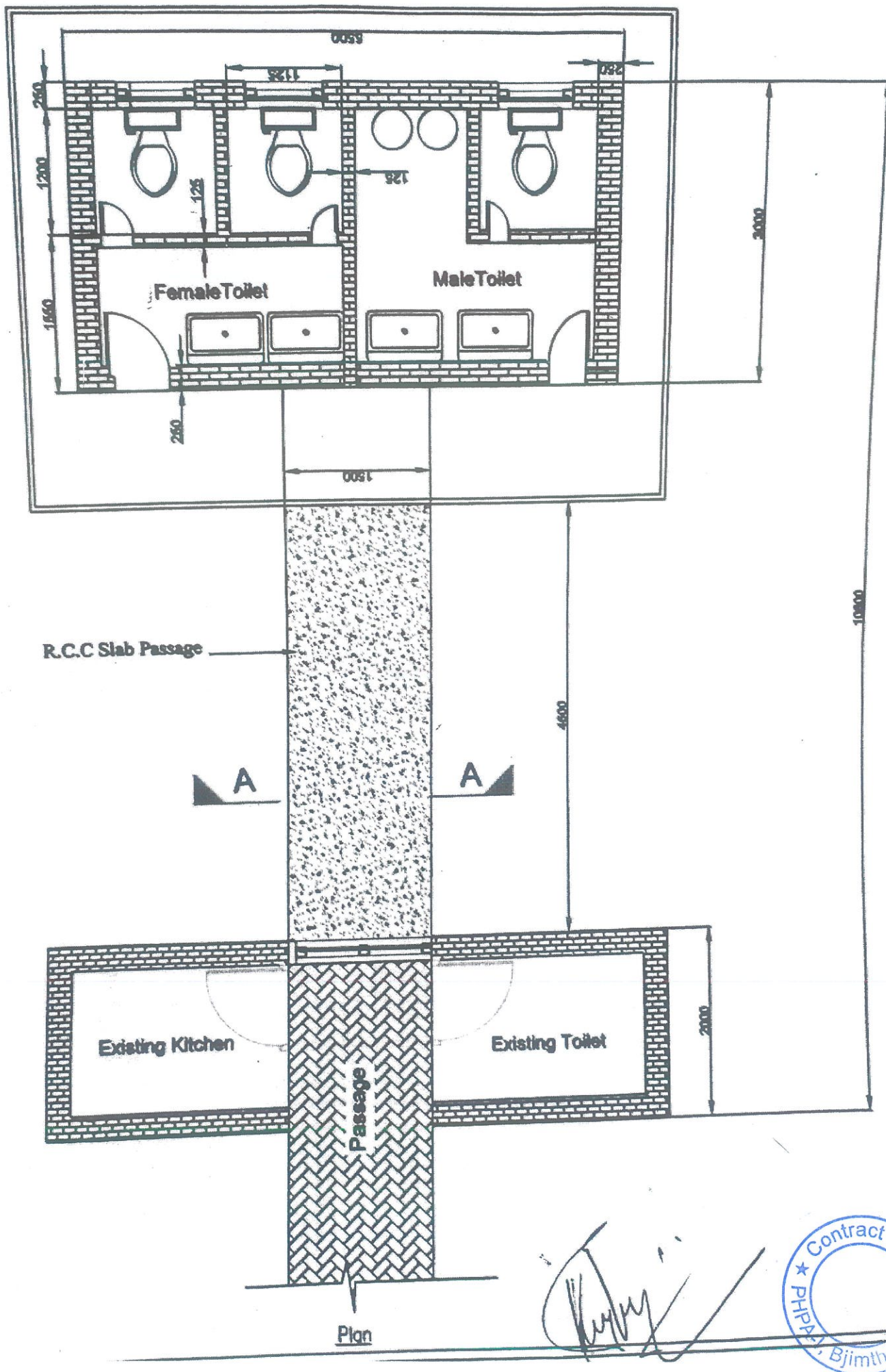


SECTION - VI

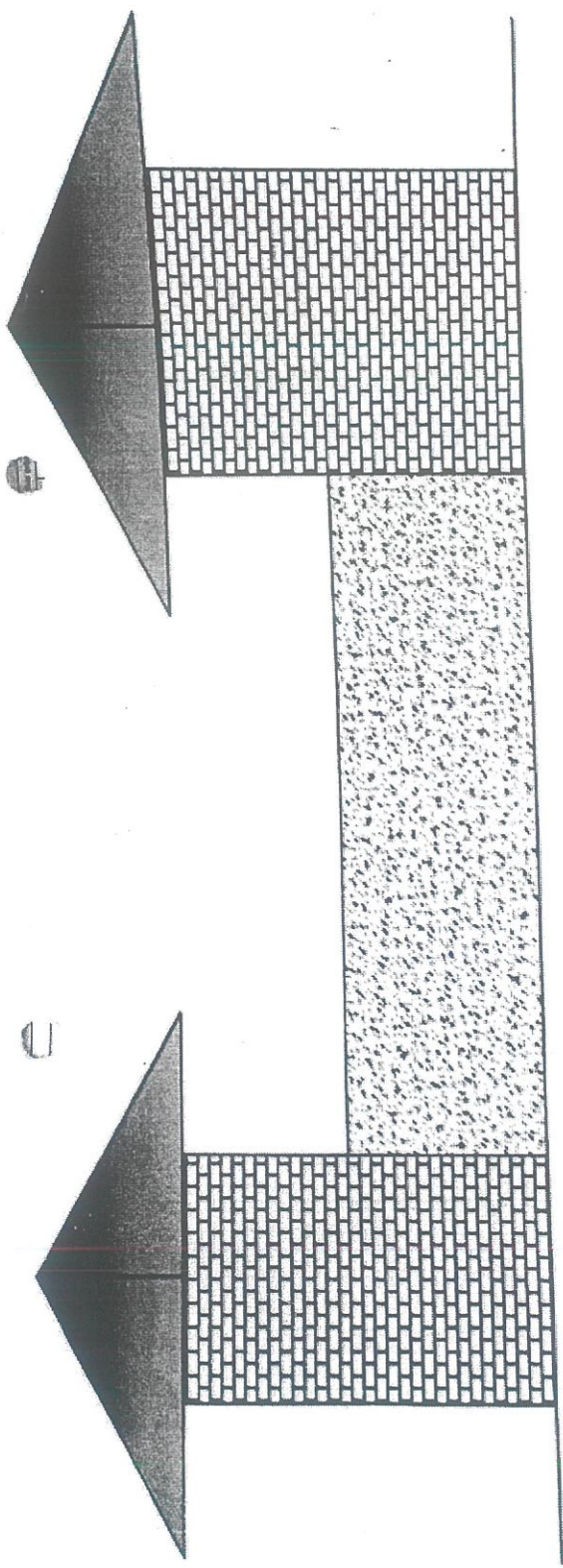
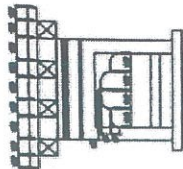
DRAWINGS



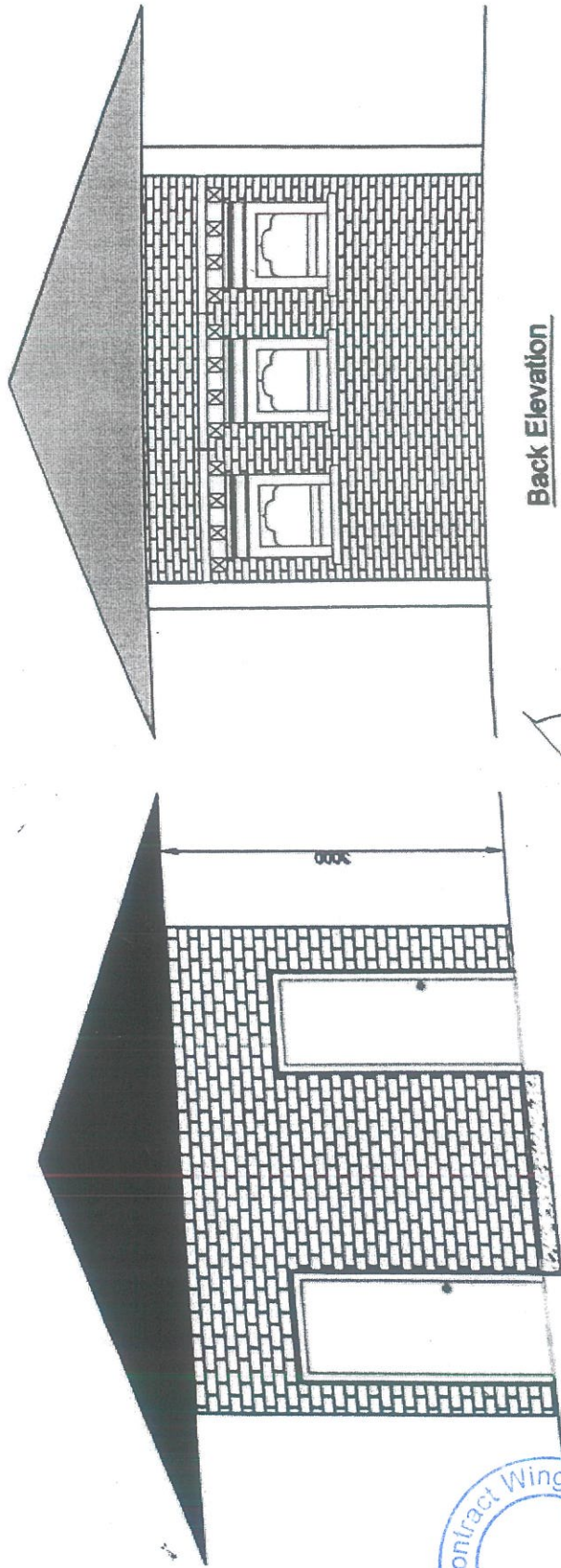
BLANK



(1) - IV - 24



Side Elevation



Back Elevation

Front Elevation A-A

[Handwritten signature]

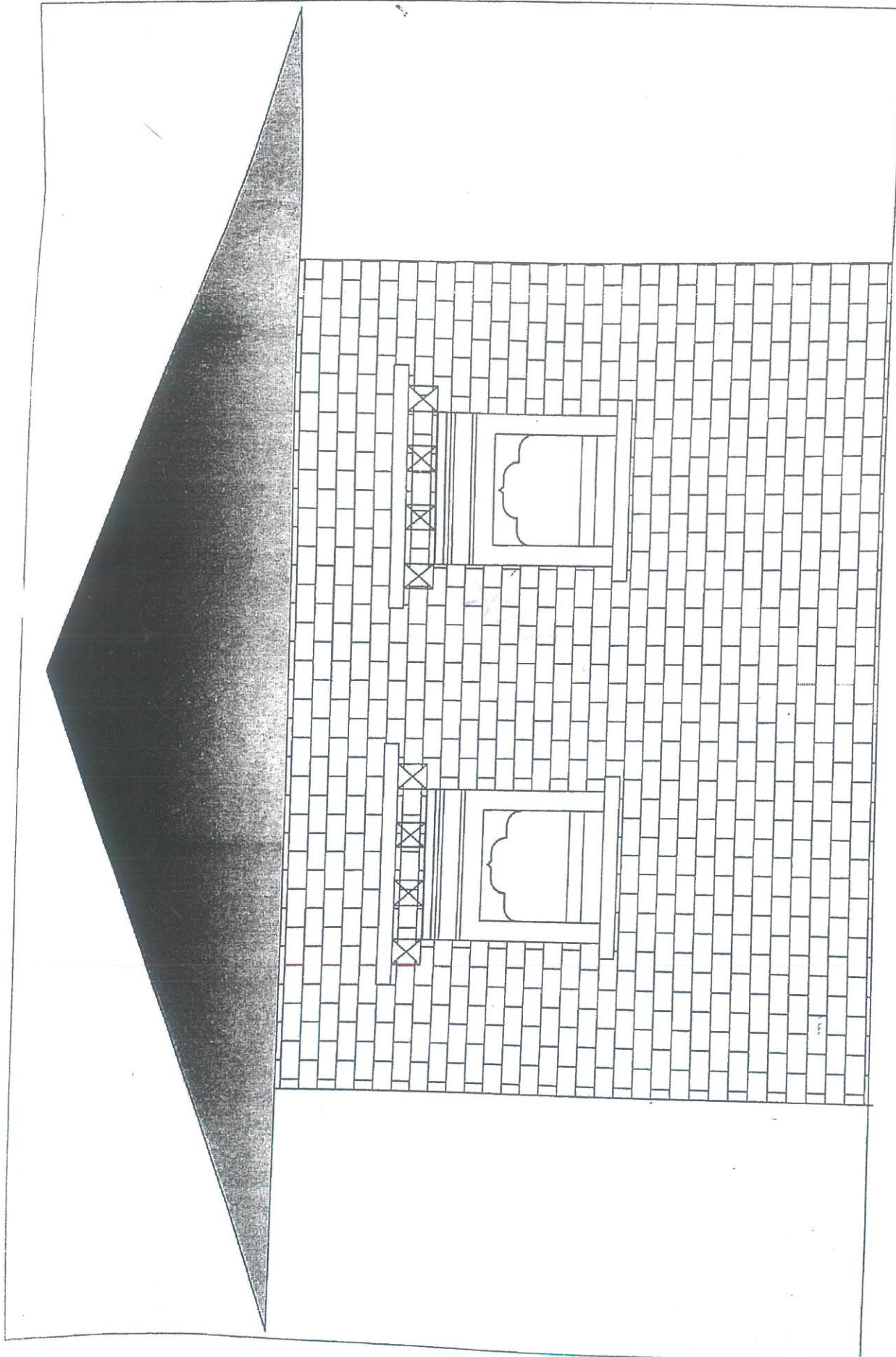


Front Elevation A-A

3000

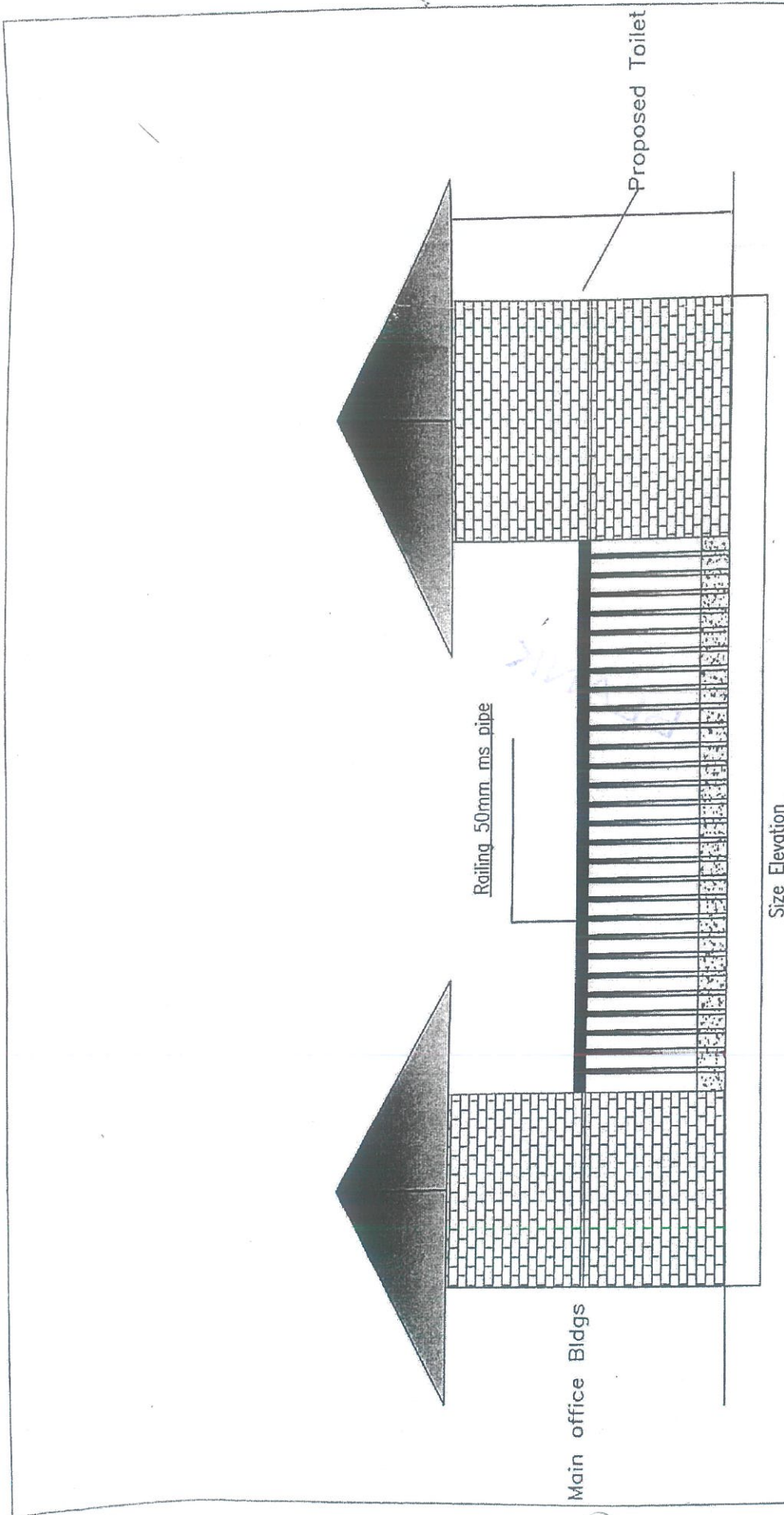


BLANK



Back Elevation

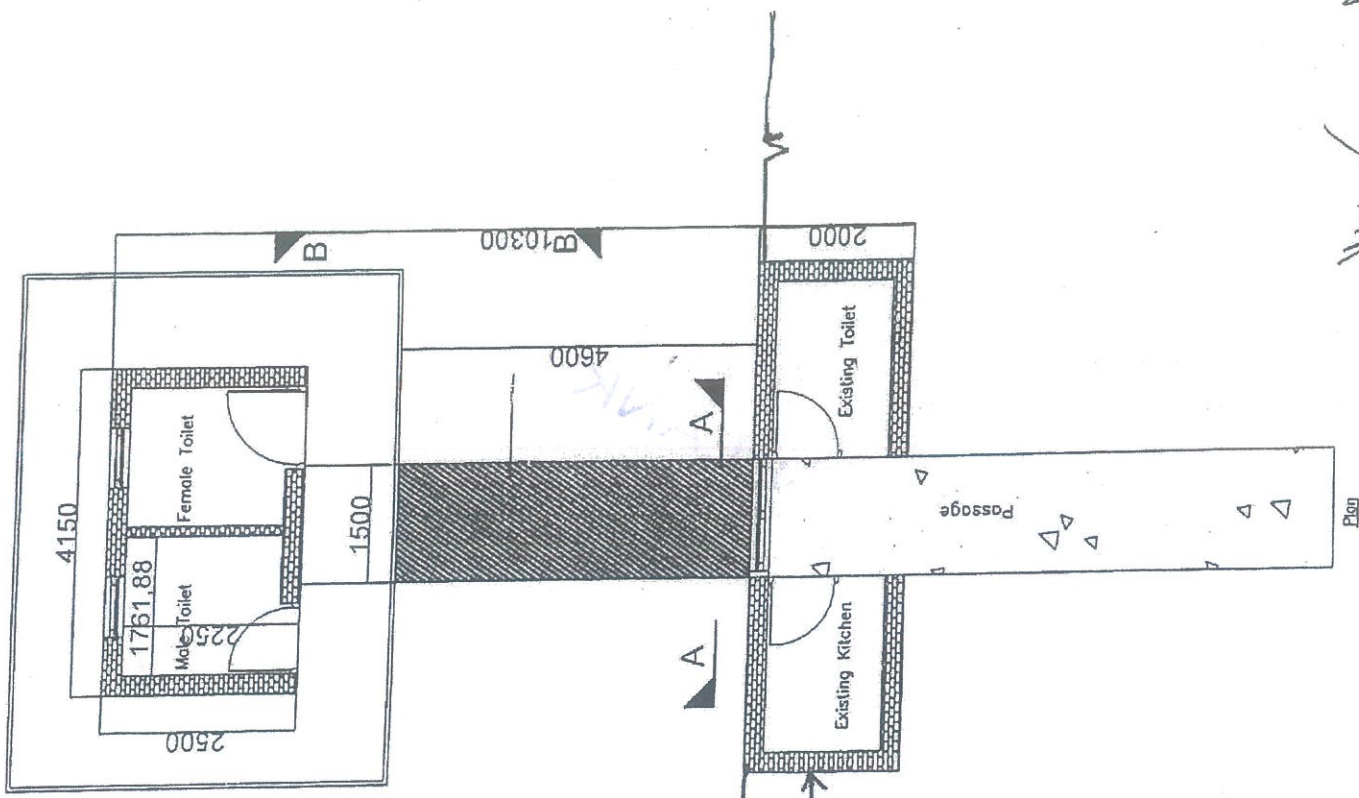
BLANK



Handwritten marks, possibly initials or a signature, located to the right of the drawing.



BLANK



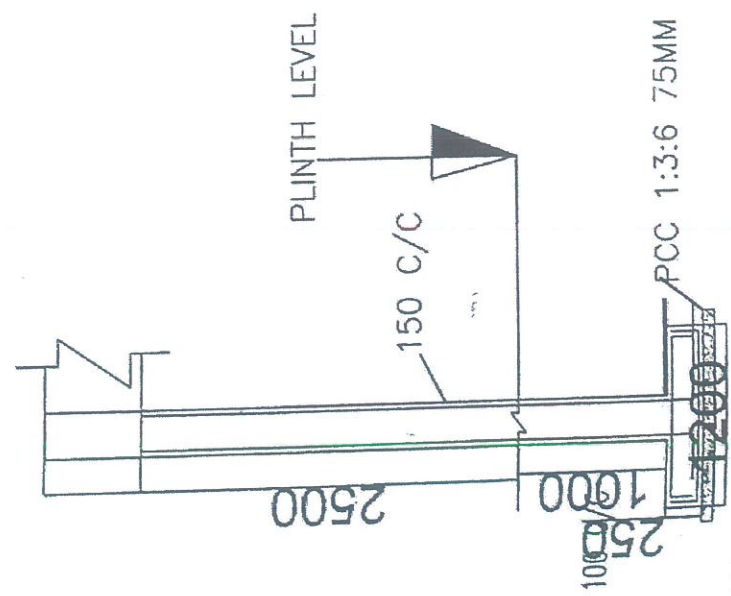
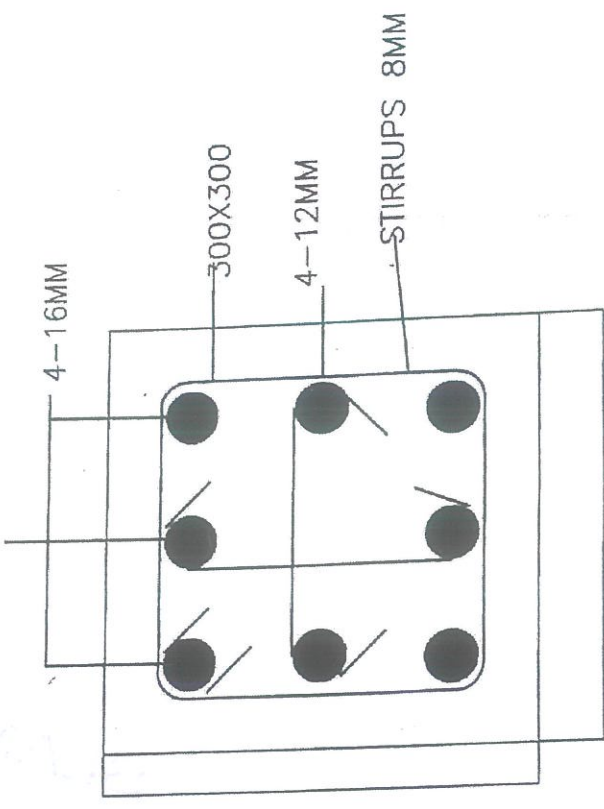
Existing of 12-
Complex building
rear end.



BLANK

REINFORCEMENT DETAIL OF FOOTING

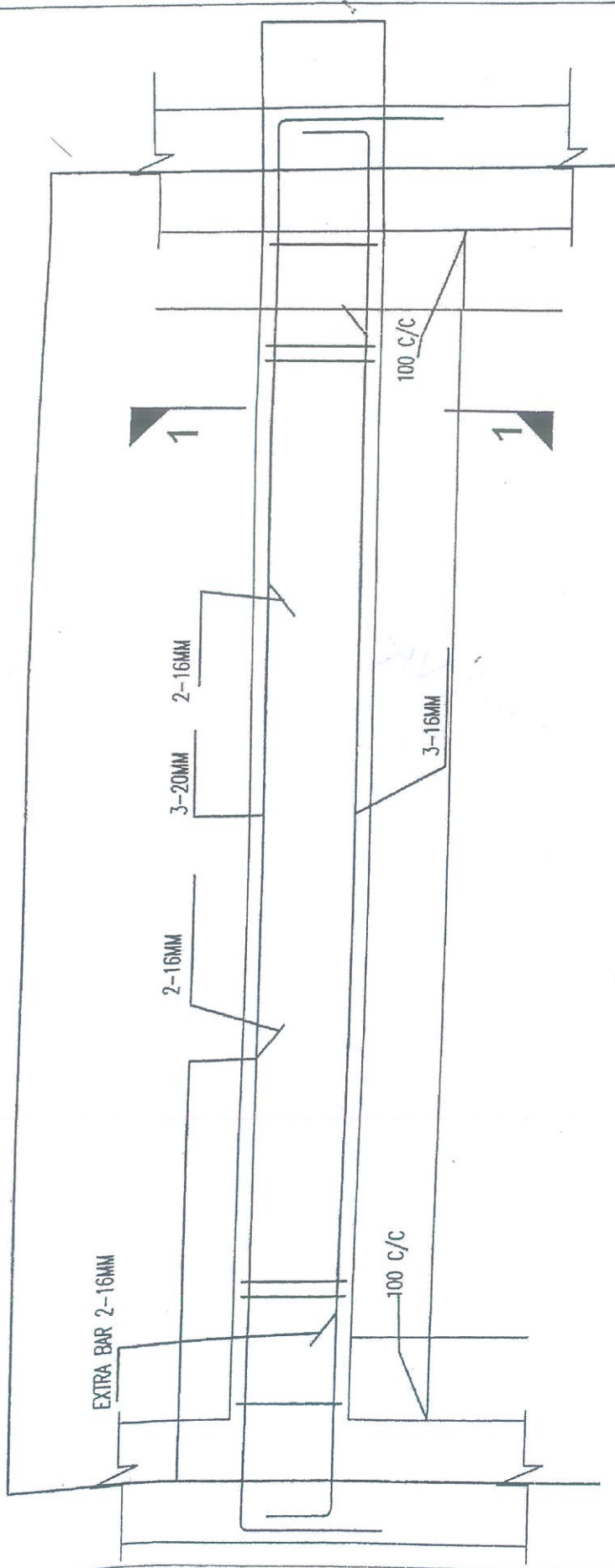
SL NO	FOOTING MKD.	LENGTH BREADTH	FOOTING TH.(T)	BAR MARKED	
1	F1	1200X1200	250	X	Y
				12T @150c/c	12T @150c/c



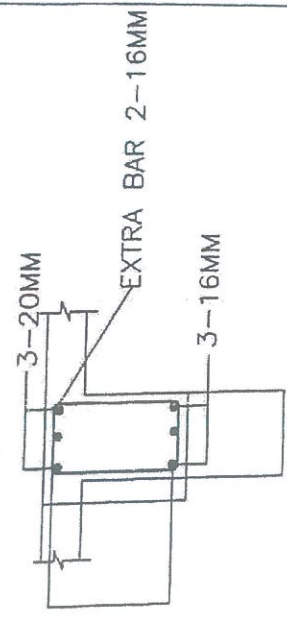
DETAIL OF FOUNDATION

SECTION

BLANK



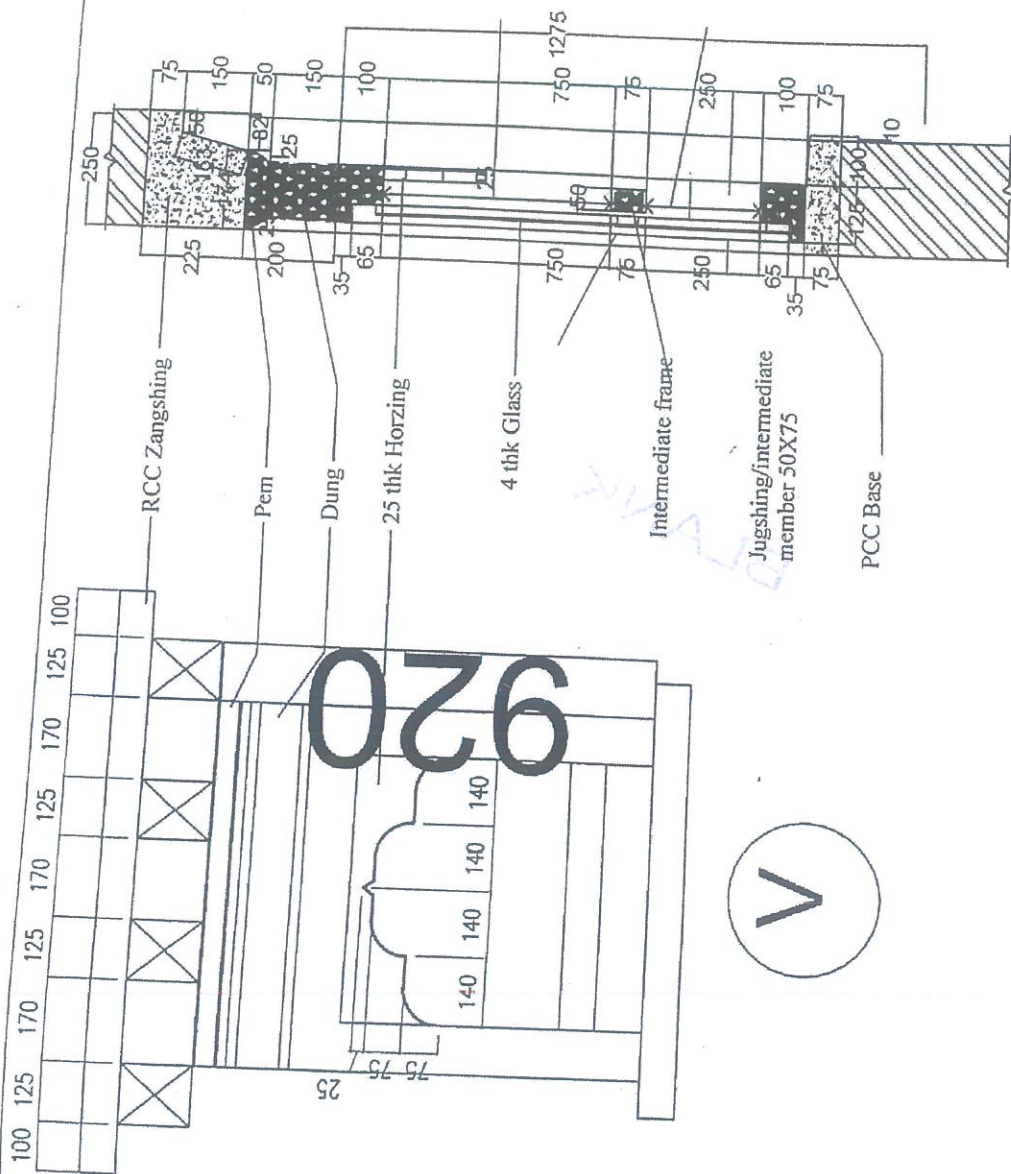
DETAIL OF BEAM



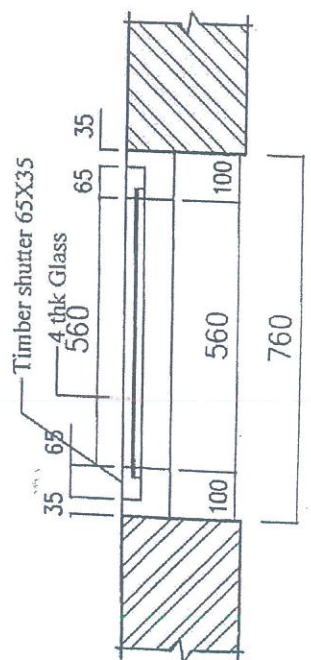
SECTION 1-1



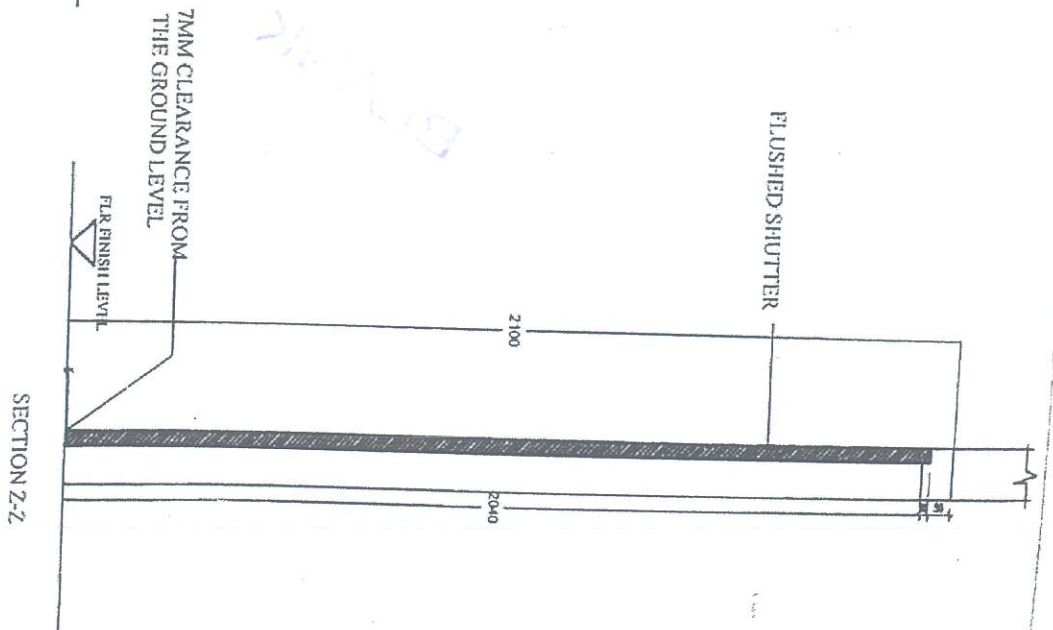
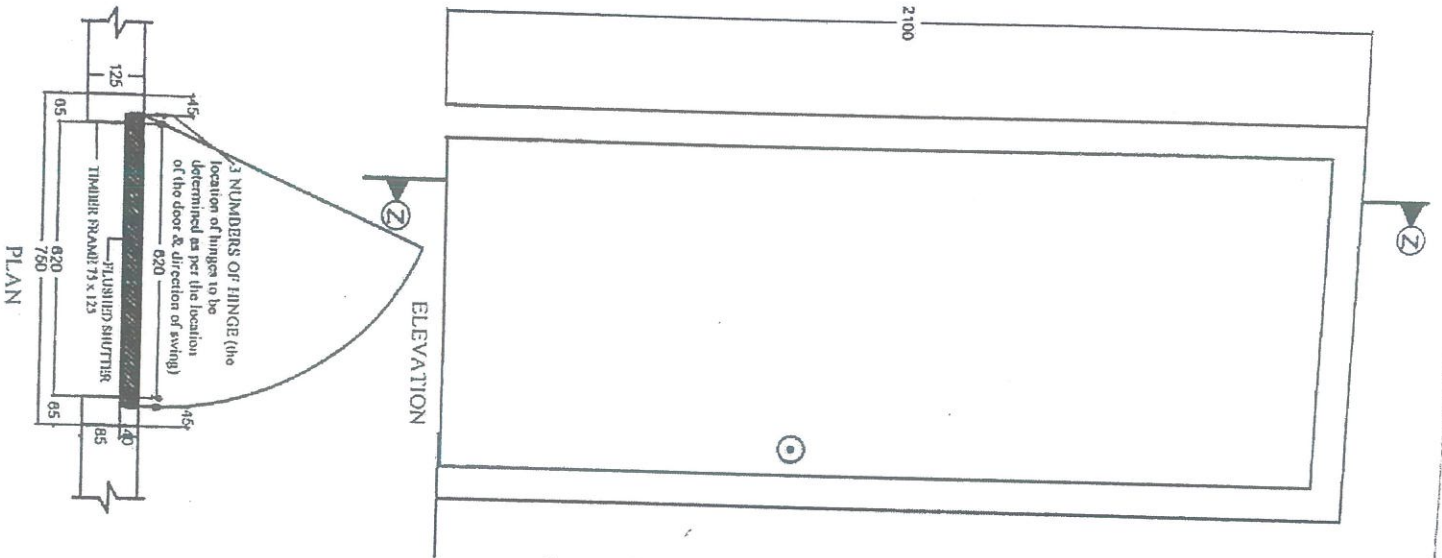
BLANK



Section x-x



BLANK



D3

AV



BLANK