

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



BIDDING DOCUMENT FOR

**Balance Erection works of 2 nos. of EOT Cranes of
capacity 200/40/10T including its Repair &
Maintenance in the Power House Complex, PHPA-II**

TENDER NO:- PHPA-II/SE(C)/EM-1/224/2021/01

July, 2021



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SECTION 2 INSTRUCTION TO BIDDERS

GENERAL

1.1 Invitation to Bid

Sealed bids on behalf of Punatsangchhu-II Hydroelectric Project Authority (PHPA-II) are hereby invited from the reputed, experienced and financially sound Bhutanese/Indian firms fulfilling the eligibility qualification requirements specified in the Bidding Documents for **Balance Erection works of 2 nos. of EOT cranes of capacity 200/40/10T including its Repair & Maintenance in the Power House Complex** of Punatsangchhu-II Hydroelectric Project (1020 MW) located in Wangdue Phodrang District of Bhutan approx. 120 km. from Thimphu, the capital of Bhutan.

1.1.1 Scope of Work

The Work which will be put to bid and its approximate period is given as under:

Name of Work	Period of Completion in months
Balance Erection works of 2 nos. of EOT cranes of capacity 200/40/10T including its Repair & Maintenance in the Power House Complex, PHPA-II	12

The scope of work is detailed in Detailed Scope of Works under section 5 of the document.

1.2 Cost of Bidding

The bidder shall bear all costs associated with preparation and submission of his bid and the PHPA-II shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

A. BIDDING DOCUMENTS

1.3 Contents of Bidding Documents

1.3.1 Minimum Eligibility Criteria

The minimum qualifying requirement for the eligible bidders is as under:

- A. Successful experience of erection & commissioning of minimum 2 (two) numbers EOT cranes of capacity not less than 200 MT in the last 5 (five) years (ending as on 31.3.2021).
- B. Experience of having successfully completed similar works during last 5 (five) years (ending as on 31.3.2021) as follows:



- i. 3 (three) similar works (erection & commissioning of EOT cranes) completed with each work costing not less than Nu./ Rs. 16 (sixteen) lakhs;
OR
- ii. 2 (two) similar works (erection & commissioning of EOT cranes) completed with each work costing not less than Nu./ Rs. 20 (twenty) lakhs;
OR
- iii. 1 (one) similar work (erection & commissioning of EOT cranes) completed costing not less than Nu./ Rs. 32 (thirty two) lakhs.

1.3.2 The Bidding documents together with any Corrigenda/Addenda thereto, issued in accordance with Para 1.5 will include the following:

Section	Contents
1	NIT
2	Instruction to Bidders
3	General Conditions of Contract
4	Forms
5	Detailed Scope of Works
6	Schedule of Prices
7	Drawings

1.3.3 The bidder is expected to examine carefully all instructions, terms & conditions, Proforma and drawings in the Bidding Documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk.

1.3.4 Pursuant to Para 1.20 hereof, bids which are not substantially responsive to the requirements of the Bidding Documents will be liable for rejection.

1.4 Clarification of Bidding Documents

A prospective bidder requiring any clarification of the Bidding Documents may notify the Superintending Engineer (Procurement & Contracts Wing), Punatsangchhu-II Hydroelectric Project Authority, Bjimthangkha, Bhutan in writing, by email or by fax.

Written copies of the Superintending Engineer's response (including a description of the inquiry but without identifying its source) will be sent to all prospective bidders.

Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the PHPA-II may, for any reason, whether at its own initiative or in response to a clarification requested by



a prospective bidder, modify the Bidding Documents by the issuance of a/an Corrigendum/Addendum.

- 1.5.2 The corrigendum/addendum will be sent in writing, by fax or by email to all prospective bidders. Prospective bidders shall promptly acknowledge receipt thereof in writing, by fax or email to the PHPA-II.
- 1.5.3 In order to afford prospective bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their bids, the PHPA-II may, at its discretion, extend the deadline for the submission of bids in accordance with Para 1.15.

B. PREPARATION OF BIDS

1.6 Language of Bid

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the PHPA-II shall be written in the English language.

1.7 Documents Comprising the Bid

The bid to be prepared by the bidder shall be on two envelope basis namely Techno-commercial bid & Price bid. The techno-commercial bid shall comprise copy of past work orders in accordance with Para 1.3.1, copy of registration certificate and any other relevant documents.

1.8 Bid Prices

The Bidder shall indicate on the Price Schedule, Section 6 of the Documents, the unit prices and total Bid Prices of the goods/ services to be supplied/ performed under the Contract. The format of Price Schedules shall be strictly adhered to by the Bidder.

1.9 Currencies of Bid and Payment

The unit rates and prices may be quoted by the bidder in maximum two currencies entirely in Ngultrum/Indian Rupees (One Ngultrum = One Indian Rupee).

1.10 Bid Validity Period

- 1.10.1 Bids shall remain valid for acceptance for a period of 120 days (one twenty days) from the date of opening of bids prescribed in Para 1.17 hereof.

- 1.10.2 In exceptional circumstances, prior to expiry of the original bid validity period, the PHPA-II may request the bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by fax or email.



A bidder agreeing to the request will not be required nor permitted to modify his bid.

1.11 Bid Security

In view of the pandemic situation, the bidder shall not be required to furnish bid security.

1.12 Bidding Condition

The bidder shall submit offers which comply fully with the requirements of the Bidding Documents.

1.13 Format and Signing of Bids

Bidders shall have the option of submitting the bids in hard copies (offline) or in soft copies (online).

1.13.1 For Offline Bids

- A. The bidder shall prepare one original and three copies of the documents comprising the bid as described in Para 1.7 and clearly marked “**ORIGINAL**” and “**COPY**” as appropriate. In the event of any discrepancy between them, the original shall prevail.
- B. The original of the bid shall be typed or written in indelible ink and the original and copies shall be signed by a person or persons duly authorized to bind the bidder to the Contract. Proof of authorization shall be furnished in the form of a written Power of Attorney which shall accompany the bid. All pages of the bid and entries where amendments have been made shall be initialed by the person or persons signing the bid.
- C. The complete bid shall be without alternations, interlineations or erasures, except those to accord with instructions issued by the PHPA-II, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

1.13.2 For Online Bids

The bidder shall prepare one original documents comprising the bid as described in Para 1.7 and **email the scanned copy in two password protected files.**

D. SUBMISSION OF BIDS

1.14 Sealing and Marking of Bids

1.14.1 For Offline Bids

- A. The bidder shall seal the original and each copy of the bid in an inner and an outer envelope, duly marking the envelopes as “**ORIGINAL**” and “**COPY**” as



appropriate. The original and three copies of the documents comprising the bid as described in para 1.7 shall be submitted by the bidder.

- B. The bids shall be submitted in two parts in separate sealed envelopes and shall be put together in a larger outer envelope. The larger outer envelope, marked as **“Confidential”** shall:
- (i) be addressed to the Superintending Engineer (Procurement & Contracts Wing), PHPA-II, Bjimthangkha, Wangdue, Bhutan.
 - (ii) bear the following identification:
 - (a) Bid for “Balance Erection works of 2 nos. of EOT cranes of capacity 200/40/10T including its Repair & Maintenance in the Power House Complex, PHPA-II”.
 - (b) “DO NOT OPEN BEFORE” the date as specified in the NIT.
 - (iii) The inner envelopes shall clearly identify the envelope number and the contents of the envelopes detailed as under:
 - a) Envelope number – 1
The first sealed & signed with official stamp envelope marked as envelope No. 1 shall contain the Techno-Commercial Bid, copy of past work orders in accordance with Para 1.3.1, copy of registration certificate and any other relevant document in accordance with the instructions to bidders. **This envelope shall contain no information giving any indication about the prices.** This envelope shall be superscripted as **“Tender Notice No.”** and **“Techno-Commercial Part”**.
 - b) Envelope number -2
The second sealed envelope shall contain only the Proforma of Letter of Tender duly filled with Bid Price and the Bill of Quantities. This envelope shall be superscripted as **“Tender Notice No.”** and **“Price Part”**.

The inner envelopes No. 1 & 2 shall also be addressed as mentioned above and indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late or is otherwise unacceptable.

- C. If the outer envelope is not sealed and marked as instructed above, the PHPA-II will assume no responsibility for the misplacement or premature opening of the bid submitted.

1.14.2 For Online Bids

- A. The bidder shall prepare one original documents comprising the bid as described in Para 1.7 and email the scanned copy in two separate password protected files to secontracts@phpa2.gov.bt
- B. The attachments shall clearly identify the file number and the contents of the files detailed as under:



a) File number – 1

The first password protected file marked as file No. 1 shall contain the Techno-Commercial Bid, copy of past work orders in accordance with Para 1.3.1, copy of registration certificate and any other relevant document in accordance with the instructions to bidders. **This file shall contain no information giving any indication about the prices.** This file shall be superscripted as “Tender Notice No.” and “Techno-Commercial Part”.

b) File number -2

The second password protected part shall contain only the Proforma of Letter of Tender duly filled with Bid Price and the Bill of Quantities. This file shall be superscripted as “Tender Notice No.” and “Price Part”.

1.15 Deadline for Submission of Bids.

1.15.1 The bids must be received by the Superintending Engineer (Procurement & Contracts Wing), PHPA-II, Bjimthangkha, Wangdue, Bhutan as per time and date specified in NIT.

1.15.2 The PHPA-II may, at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Para 1.5, in which case all rights and obligations of the PHPA-II and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

1.16 Late Bids

Any bid received by the PHPA-II after the deadline for submission of bids prescribed by the PHPA-II in accordance with para 1.15 will be returned unopened to the bidder.

E. BID OPENING AND EVALUATION

1.17 Bid Opening

1.17.1 The bid contained in envelope no-1/ file number-1 i.e. the Techno-Commercial bid including submissions made pursuant to Para 1.7, will be opened by the Superintending Engineer (Procurement & Contracts Wing), PHPA-II, Bjimthangkha, Wangdue, Bhutan or an Officer duly authorized by him in his office at date and time specified in NIT in the presence of the bidders' authorized representatives who may wish to attend. The bidders' representatives, who are present, shall sign a register evidencing their attendance. For bids submitted online, **password for the files shall be sought from the bidders during the time of bid opening.**



- 1.17.2 The PHPA-II will examine bids to determine whether; they are complete, properly signed, and generally in order.

At bid opening, the Superintending Engineer (Procurement & Contracts Wing), PHPA-II, Bjimthangkha, Bhutan, or an Officer duly authorized by him will announce the bidders' names, modification and withdrawals, if any. He shall also read aloud the attested and un-attested corrections and shall record the number of such corrections on each page of the Bidding Documents over his dated initials and also initial all such corrections.

1.18 Process to be Confidential

All documents, correspondence, decisions and other matters concerning this tender shall be considered of confidential and restricted nature and bidder shall not divulge or allow access thereto by any unauthorized persons.

1.19 Clarification of Bids

To assist in the examination, evaluation and comparison of Techno-Commercial bids, the PHPA-II may ask bidders individually for clarification of the bids. The request for clarification and the response shall be in writing or by fax or email, but no change in the price or substance of the bid shall be sought, offered or permitted.

1.20 Determination of Responsiveness

- 1.20.1 Prior to the detailed evaluation of bids, the PHPA-II will determine whether each technical bid is meeting the specified qualifying criteria as well as techno-commercially substantially responsive to the requirements of the Bidding Documents.
- 1.20.2 For the purpose of this Para, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the Works, or which limits in any substantial way, inconsistent with the Bidding Documents, the PHPA-II rights or the bidder's obligations under the Contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 1.20.3 The price bids of only those bidders will be opened who meets the specified qualifying criteria and whose Techno-Commercial bids have been found to be substantially responsive to the requirements of the Bidding Documents. The date and venue for the opening of the price bids shall be notified separately and communicated to the eligible and technically qualified bidders. The price bids of the bidders, whose Techno-Commercial bids have been declared non-responsive,



shall be returned unopened to the bidders. The price bids of the technically qualified bidders shall be opened by the Superintending Engineer (Procurement & Contracts Wing), PHPA-II, Bjimthangkha, Bhutan on a date to be notified separately, in the presence of the intending bidders or their authorized representatives who wish to be present.

1.21 Corrections of Errors

The price bids shall be checked by the PHPA-II for any arithmetic errors in computation and summation. Errors will be corrected by the PHPA-II as follows:

- (i) where there is a discrepancy between the rate in figures and in words, the rate in words will govern; and
- (ii) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern and the total amount shall be corrected, unless in the opinion of the PHPA-II there is an obvious misplacement of the decimal point in the unit rate in which case the total amount as quoted shall govern and the unit rate shall be corrected.
- (iii) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected.

1.22 Evaluation and Comparison of Bids

1.22.1 The PHPA-II will evaluate and compare only bids determined to be substantially responsive to the requirements of the Bidding Documents in accordance with Para 1.20.

1.22.2 In evaluating bids, the PHPA-II will determine, for each bid, the Evaluated Bid Price by adjusting the Bids Price as follows:

- i) making any correction for errors pursuant to para 1.21,
- ii) making an appropriate adjustment for any discount and other acceptable quantifiable variations or deviations, and

1.22.3 The PHPA-II will evaluate bids and based on its decision award of the Contract will be done to the Techno-Commercially acceptable responsive bidder offering the lowest Evaluated Bid Price after taking into account 1.22.1.

F. AWARD OF CONTRACT

Award Criteria

Subject to Para 1.24, the PHPA-II will award the Contract to the bidder who meets the specified qualifying criteria and whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the



lowest Evaluated Bid Price considered to be reasonable to PHPA-II's estimated cost pursuant to para 1.22.

1.24 PHPA-II's Right to Accept any Bid and to Reject any or all Bids

Notwithstanding Para 1.23, the PHPA-II reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the PHPA-II's action.

1.25 Notification of Award

Prior to the expiration of the period of bid validity, the PHPA-II will notify the successful bidder by fax/email/ hard copy confirmed in writing by registered letter that his bid has been accepted. The PHPA-II will promptly notify the unsuccessful bidders that their bids have been unsuccessful.

1.29 Signing of Agreement

The successful bidder or his authorized representative shall sign the Agreement with the PHPA-II.

1.31 Performance Security

The successful bidder shall furnish within 30 (thirty) days of the receipt of Letter of Award but not later than the date of signing of Contract Agreement, a Performance Security in the form of a Bank Guarantee for an amount of 10% (ten percent) of the Accepted Contract Amount in accordance with the GCC. The Performance Security provided shall be in favour of PHPA-II issued by any scheduled Banks in Bhutan/ India. The Bank Guarantee shall be on the proforma attached as Annex-II hereof and shall remain valid upto thirty (30) days after completion of the work.



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SECTION 3
GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) **Award of Contract** means the decision of the PHPA-II to enter into a Contract with the Contractor for services specified in the price schedule.
- (b) **Bid** means an offer to provide the services in accordance with the terms and conditions set out in the Bidding Documents that preceded the placement of the Contract of which these GCC form a part. The term “tender” is synonymous with the term “Bid”.
- (c) **Bidder** means an eligible individual or legal entity that participated in the bidding process governed by the Bidding Documents that preceded the placement of the Contract of which these GCC form a part.
- (d) **Bidding Documents** means the set of Bidding Documents that preceded the placement of the Contract of which these GCC form a part, which were sold or issued by the Purchaser to potential Bidders, and in which the specifications, terms and conditions of the proposed procurement were prescribed.
- (e) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto.
- (f) **Contract Price** means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.
- (g) **Day** means calendar day.
- (h) **Job** means the works outlined in detail as per price schedule that the Contractor has to perform in accordance with the terms and conditions set forth in the Contract Documents.
- (i) **Engineer-In-Charge (EIC)** means the Engineer-In-Charge appointed from time to time by the PHPA-II and notified in writing to the Contractor to act as the EIC for the purpose of the Contract. Chief Engineer (EMC) shall be the EIC for the said Contract.
- (j) **GCC** means the General Conditions of Contract.

(k) **Consumables** mean all of the commodities/ materials, machinery and equipment, and/or other materials, including any object in solid, liquid or gaseous form that has an economic utility or value that the Contractor is required to fulfill the jobs stated in the price schedule under the Contract.



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- (l) The **Project Site**, where applicable, means the place where the works are to be executed and any other places as may be specifically designated in the Contract.
- (m) **PHPA-II/Employer** means the Punatsangchhu-II Hydroelectric Project Authority and the legal successor in title to the PHPA-II, who will employ the Contractor.
- (n) **Contractor** means the natural person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the PHPA-II and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

2. DRAWINGS

The contractor, if required to refer any drawings related to the contract, shall write to PHPA-II to issue the drawing for reference.

3. CONTRACTOR'S GENERAL RESPONSIBILITIES

- (i) **Contractor to carry out Work with care and diligence**
The Contractor shall, in accordance with the Contract and with due care and diligence perform the job within the Time for Completion. The Contractor shall also provide all necessary tools, tackles and all other necessary facilities required for completion of works thereof.
- (ii) **Contractor Responsible for Stability and Safety of Site Operations**
The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of execution, notwithstanding any approval by the Engineer-in-Charge. The Contractor shall provide, at his cost sufficient illumination, firefighting equipment in and around the place of work to the satisfaction of Engineer-in-Charge.
- (iii) **Instructions and Orders in Site Order Book**
All instructions and orders given by the Engineer-in-Charge or his representative at site are to be maintained in the Site Order Book and shall be taken to have been conveyed to the Contractor for his compliance.
- (iv) **Contractor to keep Site Clean**
During the progress of the Works, the Contractor shall keep the site reasonably free from all unnecessary obstructions and shall remove from site any of his tools & tackles, surplus material or temporary works, no longer required. The Contractor shall also keep the site clean, tidy and orderly at all times and remove from site any wreckage, rubbish, scrap, packing material etc. promptly.
- (v) **Clearance of Site on Completion**
On the completion of the Works, the contractor shall clear away and remove from the Site all his tools and tackles, surplus materials, rubbish and Temporary Works of every kind, and leave the whole of the Site and Works, clean to the satisfaction of the Engineer-in-Charge.



(vi) **Tools & Tackles, and Consumables**

The Contractor shall carry sufficient inventories to assure ex-stock supply of consumables required at site for the work. All tools and tackles to complete the jobs as specified in the Schedule of Prices shall be in the scope of the Contractor.

4. CONTRACT AGREEMENT

The Contractor shall, when called upon to do so, enter into and execute a Contract Agreement in the Proforma (**Annex-I**), with such modification as may be necessary.

5. PERFORMANCE SECURITY

- (i) For the due performance of the Contract, the Contractor shall, within 30 (thirty) days of receipt of notification of award but not later than the date of signing of the Contract Agreement, furnish to the PHPA-II, a performance security for an amount equivalent to **10 (Ten) percent** of the Contract Price. The cost of complying with the requirements of this Clause shall be borne by the Contractor, unless the Contract otherwise provides.
- (ii) The performance security shall be in the form of an irrevocable Bank Guarantee on the Proforma (**Annex-II**). The Bank Guarantee shall be in favour of the PHPA-II, issued by nationalized/ scheduled bank located in India or Bhutan.
- (iii) The proceeds of the performance security shall be payable to PHPA-II as compensation for any loss, resulting from Contractor's failure to complete his obligations under the Contract.
- (iv) The performance security shall be valid until **30 (thirty) days** after the date of completion of the work. The performance security will be discharged and returned to the Contractor within thirty days after the completion date.
- (v) The Contractor shall, at all times, ensure that the Bank Guarantee is valid till 30 (thirty) days beyond the completion of the work.

6. LABOUR

(i) **Engagement of Labour**

The Contractor shall make arrangements for the engagement of all labour, local or otherwise, for their transport, housing, food, medical care etc. at his own expenses. The contractor shall not employ in connection with the Works any person who has not completed 18 years of age. No female labour shall be employed in night shifts. The contractor shall have to arrange permits for the labour/staff for their entry into Bhutan, at his own cost. The Contractor shall not recruit or attempt to recruit his staff and labour from amongst persons in the service of PHPA-II.

The labour force, technical, administrative and other personnel engaged by the Contractor in Bhutan shall be confined to the nationals of India or Bhutan. The Contractor shall recruit local manpower (skilled & unskilled) and use local resources to the extent possible.

(ii) **Health and Safety**



Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour in collaboration with the local health authorities.

The Contractor shall comply with the **Labour and Employment Act of Bhutan 2007**.

7. INSPECTION AND TESTING

The Engineer-in-Charge or his representative shall have the right to inspect the works to confirm their conformity to the Contract requirement at no extra cost to the PHPA-II. If, as a result of the inspection, the Engineer-in-Charge decides that any work is defective or otherwise not in accordance with the Contract, he may reject such work and shall notify the Contractor thereof immediately. The Contractor shall then, with all effort, make good the defect or ensure that any rejected work complies with the Contract. If the Engineer-in-Charge requires such Works to be revisited, the process shall be repeated under the same terms and conditions. All costs incurred for the repetition of the works shall be borne by the Contractor.

8. SUSPENSION OF WORKS

i. Order to Suspend

The Engineer-in-Charge may, at any time, instruct the Contractor to suspend progress of the Works. The Contractor shall, during suspension, protect and secure the Works, as the case may be, against any deterioration, loss or damage.

ii. Cost of Suspension

The additional cost, if any, incurred by the Contractor in protecting, securing and insuring the Works in following the Engineer-in-Charge's instructions under Sub-clause (i) of this Clause and in resumption of the Work, shall be added to the Contract Price.

The Contractor shall not be entitled to be paid any additional costs if such suspension is necessary by reasons of some default on the part of Contractor.

The Contractor shall not be entitled to additional costs unless he notifies the Engineer-in-Charge of his intention to make such claim, within 30 (thirty) days after receipt of the order to suspend progress, if such suspension is by reasons not attributable to the Contractor.

9. TIME FOR COMPLETION, EFFECTIVE DATE AND COMMENCEMENT DATE

The Contract shall become effective after the acceptance of the performance security by the PHPA-II and signing of Contract by the parties. The effective date shall be considered as commencement date.

The period for completion of the whole of the work shall be 12 (twelve) months or such extended time as may be allowed under condition of Extension of Time hereof.

The Time for Completion shall be reckoned from Commencement Date i.e. the date of signing of Contract Agreement or any mutually agreed date by the Contractor and the PHPA-II.



10. EXTENSION OF TIME FOR COMPLETION

The Contractor may claim an extension of the Time for Completion, if the completion of the Works is delayed by any of the following causes:

- (i) Extra or additional work ordered in writing under **Clause-13** hereof.
- (ii) Delay by any other Contractor engaged by the PHPA-II, which affects this contract materially.
- (iii) Any suspension of the Works, except when due to the Contractor's default.
- (iv) Any force majeure conditions.
- (v) Any reason beyond the control of the Contractor including, but not restricted to, restrictions imposed by the Governments (GoI and/ or RGoB) to combat COVID-19 pandemic in manpower mobilization and supply chain disruptions.

The Contractor shall give to the Engineer-in-Charge, notice of his intention to seek for an extension of time within 14 (fourteen) days of the circumstances becoming known to the Contractor for such an extension. The notice shall be followed as soon as possible with full supporting details.

The Engineer-in-Charge will evaluate such details and grant the Contractor from time to time, either prospectively or retrospectively; such extension of Time for Completion as may be justified provided always that, the circumstances leading to the extension of Time for Completion are other than through a default of the Contractor. The Engineer-in-Charge shall notify the Contractor accordingly.

11. LIQUIDATED DAMAGES FOR DELAY

If the Contractor fails to complete the Work as specified in **Clause-9** hereof, the PHPA-II shall, without prejudice to its other remedies under the Contract, deduct the amount from any monies in its hands, due or which may become due to the Contractor, as liquidated damages (which is a genuine pre-estimate agreed by the parties hereto of the loss or damage which the PHPA-II would have suffered on account of delay without giving any proof of the loss or damages) a sum equivalent to **0.5 (zero point five) percent** of the Contract Price for each week of delay with respect to the specified Time for Completion, subject to a maximum of **10%** of the Contract Price.

The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the works or from any of his obligations and liabilities under the Contract.

12. TAKING OVER

(i) Taking over

The Works shall be taken over by the PHPA-II when they have been completed in accordance with the Contract, except in minor respects that do not affect the use of the Works for their intended purpose and a Taking Over Certificate has been issued in accordance with **Sub-Clause (ii)** of this Clause.

(ii) Taking Over Certificate



The Contractor may apply to the Engineer-in-Charge for issue of a Taking Over Certificate not earlier than **14 (fourteen days)** before he proposes to carry out acceptance inspection.

The Engineer-in-Charge shall, **within 30 (thirty days)** after the receipt of the Contractor's application either:

- (a) Issue the Taking Over Certificate to the Contractor stating the date on which the Works were complete and ready for taking over, or
- (b) Reject the application giving his reasons and specifying the work required to be done by the Contractor at their cost to enable the Taking Over Certificate to be issued.

If the Works are divided by the Contract into sections, the Contractor shall be entitled to apply for separate Taking Over Certificates for each such sections.

13. VARIATIONS

The Engineer-in-Charge may make any variation in the form, quality or quantity of the Works or any part thereof or substitution for original specifications, design, drawings 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 desirable, he shall have power to order the Contractor to do the following and the Contractor shall do the same;

- (a) increase or decrease the quantity of any work included in the Contract,
- (b) omit or substitute any such work, and
- (c) execute additional work of any kind necessary for the completion of the Works.

No such variations shall in any way vitiate or invalidate the Contract. Any altered, additional, extra or substituted work which the Contractor may be directed to do in the manner above specified as part of the Work, shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main Work.

The Unit Rates entered in the Schedule of Price for the individual jobs shall apply for the jobs completed within the completion period. The variation in jobs in respect to jobs in the Schedule of Prices, Extra jobs of Work which are not provided in the Schedule of Prices & Substituted jobs shall be paid on the basis of actual expenditure relating to that job plus **20 (twenty) percent** towards overheads including profits.

The price of varied jobs determined by the Engineer-in-Charge shall be final and binding on the Contractor.

PAYMENT TERMS, MODE OF PAYMENT

Payment Terms

- (a) Advance payment – 10 (ten) percent of the contract price as interest free advance on presentation of an irrevocable Bank Guarantee for an equal amount valid until 30 (thirty) days after completion of works, in the prescribed



proforma annexed at **Annex –III** which shall be suitably extended, if required. The advance shall be adjusted from Progressive payments. The admissible value will be released within one month of the date of issuance of work order. The advance is recoverable and deduction shall be made on prorata percentage basis from the interim payments certified by the Engineer-In-Charge under the Contract.

- (b) Interim payment – The Contractor shall submit an application for interim payment, in duplicate, to the Engineer-in-Charge progressively in a Proforma approved by the Engineer-in-Charge.
- (c) Retention money - A retention amounting to 10% (ten percent) of the amount included in any monthly Interim Payment Certificate due to the Contractor on account of Permanent Works executed by the Contractor shall be made by the Engineer-in-Charge in the first and following Certificates. The cumulative total of such deductions (herein referred to as the Retention Money) shall be released on completion of works.
- (d) 90% of Erection, Repair and Maintenance charges shall be paid in monthly R.A. bills against pro-rata contract value of the work completed and certified by the Engineer-in-Charge on submission of Contractor's commercial invoice in triplicate, completion certificate issued by EIC.
- (e) Deduction towards income tax shall be made from every interim payment certified by the Engineer-in-Charge in Terms of Bhutan Income Tax Rules as in force from time to time. 2% for Local/ 3% for Foreign Contractor's tax in lieu of income tax is presently applicable in Bhutan.

ii. Mode of Payments

The payments shall be made through Account Payee Cheque at site. Date of issue of the Account Payee Cheque shall deem to be the date of payment thereof to the contractor.

15. RISK AND RESPONSIBILITY

(i) Allocation of Risks and Responsibility

The Risks of loss or damage to physical property and of death and personal injury, which arise as a consequence of the performance of the Contract, shall be allocated between the PHPA-II and the Contractor as follows:

a) PHPA-II's Risks:

The PHPA-II's Risks are:

- i) loss or damage due to the use or occupation of the Works or any part thereof by the PHPA-II; except as may be provided for in the Contract;
- ii) loss or damage to the extent that it is due to the design of any part of the Works by the PHPA-II or those for whom the PHPA-II is responsible.
- iii) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- iv) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,



v) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor and Sub-contractors, and

vi) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radioactivity.

b) Contractor's Risks:

The Contractor's Risks are all Risks other than those identified as the PHPA-II's Risks.

16. DAMAGE TO PROPERTY AND INJURY TO PERSONS

(i) Contractor's Liability

Except as provided under **Sub-Clause (iii)** of this Clause, the Contractor shall be liable for and shall indemnify the PHPA-II against all losses, expenses and claims in respect of any loss of or damage to third party's physical property, death or personal injury for purpose of the works occurring before the issue of the Completion Certificate to the extent caused by;

- (a) defective design, material or workmanship of the Contractor, or
- (b) negligence or breach of statutory duty of the Contractor or their respective employees and agents.

(ii) PHPA-II's Liability

The PHPA-II shall be liable for and shall indemnify the Contractor against all losses, expenses or claims in respect of loss of or damage to any physical property or of death or personal injury whenever occurring, to the extent caused by any of the PHPA-II's Risks.

(iii) Accidents

The Contractor shall be liable for and shall indemnify the PHPA-II against all losses, expenses or claims arising in connection with the death of or injury to any person employed by the Contractor or his sub-contractors for the purposes of the Works, unless caused by any defaults of the PHPA-II or other contractors engaged by the PHPA-II or by their respective employees or agents and in such cases the PHPA-II shall be liable for and shall indemnify the Contractor against all losses, expenses and claims arising in connection therewith.

17. INSURANCE

(i) Third Party Insurance

- (a) The Contractor shall insure against his liability due to any act or omission on the part of Contractor, his agents, his employees, his representatives or from riots, strikes and civil commotion for any material or physical damage, loss or injury which may occur to any property, including that of the PHPA-II, or to any person, including any employee of the PHPA-II, by or arising out of the execution of the Works or in the performance of the Contract and occurring before the issue of the completion Certificate.



- (b) In the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy being brought or made against the PHPA-II, the insurer will indemnify the PHPA-II against such claims and any costs, charges and expenses in respect thereof.

The Contractor shall insure and maintain insurance against his liability under **Sub-Clause- 16 (iii)** hereof.

18. DEFAULT

(i) **Notice of Default**

If the Contractor is not executing the Works in accordance with the Contract or is neglecting to perform his obligations thereunder so as to seriously affect the carrying out of the Works, the Engineer-in-Charge may give notice to the Contractor requiring him to make good such failure or neglect.

(ii) **Contractor's Default**

If the Contractor;

- a) has failed to comply, within a reasonable time, with a notice under **Sub-Clause (i)** of this Clause, or
- b) assigns the Contract the whole or part of the Works without the PHPA-II's written consent, or
- c) becomes bankrupt or insolvent, has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.

The PHPA-II may, after having given **07 (seven days)** notice to the Contractor, terminate the Contract and expel the Contractor from the site. Any such expulsion and termination shall be without prejudice to any other rights or powers of the PHPA-II under the Contract. The PHPA-II may upon such termination, complete the Works itself or by any other Contractor.

(iii) **Valuation at Date of Termination**

The Engineer-in-Charge shall, as soon as possible after such termination, certify the value of the Works and all sums then due to the Contractor as at the date of termination in accordance with **Clause- 14** hereof.

(iv) **Payment after Termination**

The PHPA-II shall not be liable to make any further payments to the Contractor until the Works have been completed. The PHPA-II shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor under **Sub-Clause (iii)** of this Clause. If there is no such extra cost, the PHPA-II shall pay any balance due to the Contractor.

INCREASE OR DECREASE OF COSTS

Contract price of services under the contract shall **remain firm** during the execution of contract.



The Contractor, if from India/ any high risk areas of Bhutan, may be required to undergo mandatory quarantine as specified by the National COVID-19 Task Force, RGoB. Accordingly, quarantine & COVID-19 tests charges, wages while in quarantine (minimum wages as specified by Ministry of Labour and Human Resources, MoLHR, RGoB) and medical expenses, if detected positive while in quarantine, shall be reimbursed by the PHPA-II on production of documentary evidence of such expenses during induction to Bhutan.

Additionally, if in case the Contract Period gets extended beyond the stipulated period for reasons not attributable to the Contractor, the related cost of transportation, COVID-19 tests, quarantine and accommodation for the contractor's personnel for required subsequent visits (as reflected in Detailed Scope of Works under Section 5 of the document), the PHPA-II shall reimburse the same on production of receipts and documentary evidence of payment.

At work site, the PHPA-II shall provide food and accommodation in its transit camp for subsequent visits only.

20. TAXES AND DUTIES

- (i) Materials/Equipment from India are exempted from Goods & Services Tax (GST) for export to Bhutan. It shall be Contractor's obligation to process and avail GST exemption for Goods & Services provided for the Work.
- (ii) The Contractor's staff, personnel and labour will be liable to pay personal income tax in Bhutan in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

21. RESOLUTION OF DISPUTES

The PHPA-II and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If after 30 (thirty) days from the commencement of such informal negotiations, still the PHPA-II and the Contractor have been unable to resolve amicably a Contract dispute, the dispute shall be settled in accordance with **Alternative Dispute Resolution Act of Bhutan 2013**.

22. POWER FOR CONSTRUCTION AND OTHER PURPOSES

The PHPA-II shall make arrangements for providing power supply point at service bay. However, the energy consumed shall be charged to the Contractor.

23. PRE-CONTRACT INTEGRITY PACT

As per norms of the Anti-Corruption Commission, a constitutional body of Royal Govt. of Bhutan, the Contractor shall have to sign a Pre-Contract Integrity Pact as per format enclosed at **Annex-IV**.



PROFORMA OF AGREEMENT

THIS AGREEMENT MADE theday of ...20.....BETWEEN Punatsangchhu-II Hydroelectric Project Authority (PHPA-II) of (Mailing address of PHPA-II)(hereinafter called "the PHPA-II ") of the one part and (Name of Contractor).....of (mailing address of Contractor).....(hereinafter called "the Contractor") of the other part.

WHEREAS the PHPA-II is desirous that certain Goods and services should be provided viz. (Brief description of Goods & service).....and has by a letter of Award dated.....accepted the offer by the Contractor for the supply of Goods and carrying out the services

NOW THIS AGREEMENT WITNESSETH as follows;

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz;
 - (a) this Proforma of Agreement
 - (b) the Letter of Award
 - (d) General Conditions of Contract
 - (e) Detailed scope
 - (f) the Drawings
 - (g) the Schedule of Prices
 - (h) the offer by the Contractor
 - (i) the schedule of supplementary information, if any
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in case of ambiguities or discrepancies, shall take precedence in the order set out above.
4. In consideration of the payments to be made by the PHPA-II to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the PHPA-II to provide services and remedy defects therein in conformity, in all respects, with the provisions of the Contract.
5. The PHPA-II hereby covenants to pay the Contractor, in consideration of the provisions of services and remedying defects therein and completion of the Works, the Contract Price at the times and in the manner prescribed by the Contract.

In WITNESS whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.



SIGNED, SEALED AND DELIVERED

FOR AND ON BEHALF OF CONTRACTOR

FOR AND ON BEHALF OF
PUNATSANGCHHU-II HYDROELECTRIC
PROJECT AUTHORITY

NAME:.....

NAME:.....

DESIGNATION AND ADDRESS:

DESIGNATION AND ADDRESS:

.....

.....

.....

.....

IN PRESENCE OF:

IN PRESENCE OF:

.....

.....

NAME:.....

NAME:.....

DESIGNATION AND ADDRESS:

DESIGNATION AND ADDRESS:

.....

.....

.....

.....



**PROFORMA FOR BANK GUARANTEE FOR ADVANCE FOR MOBILISATION
(TO AFFIX STAMP OF REQUISITE VALUE)**

1. In consideration of the Punatsangchhu-II Hydroelectric Project Authority (PHPA-II) (which expression shall unless repugnant to the subject or context include its administrators, successors and assigns), (hereinafter called the "Employer") having agreed to make advance payment to M/s (hereinafter called "the Contractor, (which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrator, executors and permitted assigns)), whose bid for **Balance Erection works of 2 nos. of EOT cranes of capacity 200/40/10T including its repair & maintenance in the Power House Complex** has been accepted by the Employer. The Employer has agreed to pay the Contractor a mobilization advance amounting to maximum 15% of contract value against Bank Guarantee. The Bank do hereby undertake promise and guarantee payment to the Employer on demand all the amounts advanced by the Employer to the said Contractor.
2. The Bank Further agrees that;
 - a) the Employer 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 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 Employer and the Bank shall not be released from its liability under these presents by any exercise by the Employer 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 Employer or any indulgence by the Employer 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 laws of Bhutan,
 - 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 Employer 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 Employer may have obtained or obtain from the Contractor, shall at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized, and

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 and that it shall continue to be enforceable until all the dues of the Employer have been duly paid and its claims satisfied



and discharged and till the Employer 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 Employer have been duly paid except with the previous consent of the Employer in writing.
- i. Our liability under this Bank Guarantee shall not exceed **Nu./Rs.....**
 - ii. This Bank Guarantee shall be valid upto
 - iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand on or before

Dated the _____

Day of _____
here affix the Common Seal of the
Bank for _____



PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

To,

The Punatsangchhu-II Hydroelectric Project Authority,
Bjimthangkha, Wangdue Prodrang,
Bhutan.

WHEREAS M/s (hereinafter called the "Contractor") has undertaken, in pursuance of the Contract dated to execute **Balance Erection works of 2 nos. of EOT cranes of capacity 200/40/10T including its repair & maintenance in the Power House Complex** (hereinafter called the Contract).

WHEREAS it is agreed that the Contractor shall provide Bank Guarantee by a recognized bank for the sum specified in the Contract as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed on behalf of the Contractor to provide such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of **Nu./Rs.** (Amount of Guarantee) (in words) 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./Rs. (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 thereunder 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 completion of the works in the Contract.

- ii) Our liability under this Bank Guarantee shall not exceed **Nu./Rs.**
- iii) This Bank Guarantee shall be valid upto
- iv) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand on or before



SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank:
Address:
Date:

PRE-CONTRACT INTEGRITY PACT

1. General

Whereas the Punatsangchhu-II Hydroelectric Project Authority (PHPA-II) hereinafter referred to as the Employer on one part and the..... (Name of Bidder) as the other part hereby execute this agreement as follows.

2. Objectives

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

- 2.1 Enabling the Employer to obtain the desired works at a reasonable and competitive price in conformity with the defined specifications of the Goods and services;
- 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 and the Employer will commit to prevent corruption, in any form by their officials by following transparent procedures.

3. Commitments of the Employer:

The Employer Commits itself to the following:-

- 3.1 The Employer undertakes that no official 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, bid evaluation, contracting or implementation process related to the Contract.
- 3.2 The Employer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

- 3.3 All the officials of the Employer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.



- 3.4 In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer, the proceedings under the contract would not be stalled.

4. Commitments of Bidders

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

- 4.1 The Bidder will 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, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 4.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other contract with the Government.
- 4.3 The Bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5 The Bidder commits to refrain from giving any complaint direct or through any other manner without supporting it with full and verifiable facts.
- 4.6 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.



5. Previous Transgression

- 5.1 The Bidder declares that no previous transgression occurred in the last three years immediately, with any other Employer in respect of any corrupt practices envisaged hereunder that could justify bidder's exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. Sanctions

- 6.1 The provisions regarding Sanctions for violation of the Integrity Pact include forfeiture of Performance Bond incase the Employer decides to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

7. Sanctions for Violation

Any breach of the aforesaid provisions by the Employer shall face administrative charges and penal actions as per the existing relevant rules and laws. The breach of the Pact by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, shall be dealt with as per the provisions of the Bhutan Penal Code 2004, and the Anti-Corruption Act, 2006. The Employer / relevant agency shall also take all or any one of the following actions, wherever required:-

- 7.1 To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- 7.2 The Earnest Money / Security Deposit / Performance Bond shall stand forfeited.
- 7.3 To immediately cancel the contract, if already awarded / signed, without giving any compensation to the Bidder.
- 7.4 To recover all sums already paid by the Employer.
- 7.5 To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Employer, along with interest.
- 7.6 To cancel all or any other Contracts with the Bidder.
- 7.7 To debar the Bidder from entering into any bid from the government of Bhutan as per the Debarment clause of the Procurement Manual.

8. Conflict of Interest



8.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflict of Interest would arise in a situation when any concerned members of both the parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any official of the Employer must be declared in the prescribed form attached.

8.2 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer, and if he does so, the Employer shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

9. Examination of Books of Accounts

9.1 In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Employer or its agencies shall be entitled to examine the Book of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents and shall extend all possible help for the purpose of such examination.

10. Monitoring and Arbitration

10.1 The Procurement Division of the Ministry of Finance be responsible for monitoring and arbitration of IP.

11. Legal Actions

11.1 The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to years or the complete execution of the contract to the satisfaction of both the Employer and the Bidder, whichever is later.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at _____ on _____



EMPLOYER

BIDDER

Witness:

Witness:

1. _____

1. _____

2. _____

2. _____



SECTION 5
DETAILED SCOPE OF WORKS

Name of work: Balance Erection works of 2 numbers of EOT Cranes of capacity 200/40/10T including its Repair and Maintenance in Power House Complex, PHPA-II.

The following detailed services are to be carried out in order to complete the Work:

i. Contractor's Scope:

A. Services covered (Job wise):

1. Item No. 1. Erection of Sole plate and Rail track from Unit#3 to Unit # 6 (Beam over column no. 26 to 36, length = 106 mtr) Span-21 mtr - 01 Job

Job details:-

Total length of sole plate and rail Track = 206 mtr.

Length of sole plate and Rail track already completed from service bay to column no.26 = 100 mtr.

Therefore, Balance length of sole plate and Rail Track for erection = 206mtr - 100mtr = 106mtr

The Job will cover, but not be limited to, the following: -

- Fixing of Anchor bolts.
- Positioning, leveling, and alignment of sole plates.
- Locking of sole plates by wedges/side locks.
- Making holes in sole plates for grouting as per requirements.
- Positioning of Rail on sole plates.
- Leveling and alignment of Rail.
- Locking of Rail by alignment blocks etc.
- Shimming, if required.
- Fixing of Ramp/End stopper.
- Any other works for its completeness.

2. Item No. 2. Erection of DSL, fixing of DSL current collectors of both EOT Cranes & charging of the same (206 Mtr) - 01 Job

Job details: -

-Erection of DSL and its accessories for a complete length of 206 mtr. from Service bay to Unit#6

-Fixing of DSL current collector of both PH EOT Crane.

The Job will cover, but not be limited to, the following: -

- Positioning of DSL support structure (ISA/Plates etc.).
- Welding of DSL supports.
- Fixing of single pole hanger.
- Laying and alignment of DSL.

Any other works for its completeness.



3. Item No. 3. Replacement of 10 Ton Monorail shaft of PH EOT Crane no. 1 (supply not in scope)- 01 Job

Job details: -

-Replacement of 10T Mono Rail shaft of PH EOT crane#1.

The Job will cover, but not be limited to, the following: -

- Dismantling of Gear box, Gears, pinions etc.
- Assembly of new shaft with gears/pinions etc.
- Alignment of Monorail Shaft.
- Arrangement of scaffolding, Jhula for approach upto MonoRail hoist.
- Any other work for completeness of Job.

4. Item No. 4. Balance mechanical erection works including Repair / Replacement of defective mechanical parts both PH EOT Cranes 200/40/10 T (supply not in scope) – 02 Jobs

Job details: -

-PH EOT Crane I- Job1

-PH EOT Crane II- Job 2

The Job will cover, but not be limited to, the following: -

- Repair/replacement of thrust or brakes of main hoist, long travel and cross travel.
- Fixing of Buffer Stopper for long travel.
- Fixing of buffer stopper for Mono Rail CT.
- Fixing of rubber buffer for CT motion.
- Erection of lubrication system for both the crane.
- Fixing of cabin glass for both the cranes.
- Any other works for completeness of Job.

5. Item No. 5. Mechanical maintenance of both PH EOT Cranes 200/40/10 T (supply of consumables is in scope) -02 Jobs

Job details: -

-PH EOT Crane I- Job1

-PH EOT Crane II- Job 2

The Job will cover, but not be limited to, the following: -

- Functional checking & maintenance of Main hoist.
- Functional checking & maintenance of Auxiliary hoist.
- Functional checking & maintenance of Mono Rail.
- Functional checking & maintenance of Long travel.
- Functional checking & maintenance of Cross travel.
- Checking & top up of oil level in reduction gear boxes.
- Checking of all brake liners / electromagnetic brakes, adjustment if any.
- Greasing of Long travel / Cross travel rail wheel bearings.
- Greasing of Drums/Sheaves/Motors bearings etc.
- Checking of safety limit switches.
- Checking & Lubrication of wire ropes.
- Checking of Vibration/Disturbances, if any, during motion.
- Checking of foundation bolts/nuts etc. and tightening if required.



- Any other works for completeness of Job.

6. Item No. 6. Balance electrical erection works including Repair / Replacement of defective electrical parts of both PH EOT Cranes 200/40/10 T (supply not in scope) - 02 Jobs

Job details: -

-PH EOT Crane I- Job1

-PH EOT Crane II- Job 2

The Job will cover, but not be limited to, the following: -

- Fixing of Oil splashing motor.
- Fixing of PLC cable.
- Fixing of Towing set.
- Fixing of Monorail junction box.
- Fixing of counter weight of gravity limit switch for Auxiliary Hoist.
- Fixing of counter weight of gravity limit switch for MonoRail.
- Fixing of Rotary limit switch for Monorail.
- Erection of foot switch and Bell.
- Fitting of cabin fan and cabin lights, exhaust fan, plat form light, stair case light and Amber light for Remote.
- Fitting of lighting transformer.
- Fixing of JB for RRC.
- Fitting of load cell and load cell display board.
- Fixing of LT(ETH) thruster/Foot brake (Emergency).
- Fixing of infrared Anti Collision with reflector.
- Erection of CT DBR for monorail. Erection of main Isolator.
- Fitting of AC system for cabin.
- Coupling of rotary limit switch for Auxiliary Hoist.
- Fixing of UB lighting fixture and UB light JB.
- Fixing of rotary limit switch for Monorail.
- Fixing of DSL (JB-1) on the Gantry.
- Fixing of Mono Rail Hoist panel drive.
- Fitting of lighting indicators in panels.
- Any other works for completeness of Job.

7. Item No. 7. Electrical maintenance of PH EOT Cranes both PH EOT Cranes 200/40/10 T (supply of consumables is in the scope)- 02 Jobs

Job details: -

-PH EOT Crane I- Job1

-PH EOT Crane II- Job 2

The Job will cover, but not be limited to, the following: -

- Performance checking, maintenance & setting of all drives of Long travel, cross travel, Main hoist & Aux hoist.
- Checking & maintenance of all Electrical Panels, indication lamps & push buttons.



- Checking & maintenance of Radio Remote control operation including Emergency stop.
- Checking & maintenance of safety limit switches, gravity limit switches.
- Checking & maintenance of motors of Long travel, cross travel, Main hoist, Aux hoist and monorails.
- Checking & maintenance of cable trolley.
- Any other works for completeness of Job.

8. Item No. 8. Tandem operation of both PH EOT Cranes 200/40/10 T- 02 Jobs

Job details: -

-PH EOT Crane I- Job1

-PH EOT Crane II- Job 2

The Job will cover, but not be limited to, the following: -

- Assembly of Crane coupler (Both upstream and downstream side).
- All cabling and connections in both Cranes for tandem operation.
- Overhauling of Bearing and Rolling arrangements of lifting beam.
- Engagement of lifting beam with levelling and alignment with both cranes.
- Engagement of lifting beam with lifting shaft.
- Any other work for completeness of Job.

Tandem Operation of the PH EoT Crane shall be required for lowering of Stators, Rotors and other equipment for all the Units. For subsequent tandem operations beyond the Contract Period, the PHPA-II may or may not avail the services of the Contractor. In case the PHPA-II decides to avail their services for subsequent tandem operations, the Contractor shall be intimated well in advance and the cost for the same shall be negotiated and mutually agreed with the Contractor.

9. Item No. 9. Re-fixing of EOT Rail End stopper including cutting of EOT Rail, (Shifting of End stopper about 1 mtr to be done due to Bhutanese architecture of Auxiliary Building) – 02 Jobs

Job details: -

-Upstream side end stopper-Job1

-Down stream side end stopper-Job2

The Job will cover, but not be limited to, the following: -

- Dismantling of both side (Upstream and downstream side) end stopper.
- Cutting of EOT Rail as for requirement.
- Re-fixing of end stopper beyond projected Bhutanese Architecture.
- Welding of end stopper with sole plates.
- Any other work for completeness of Job.

10. Item No. 10. Painting of both PH EOT Cranes 200/40/10 T – 02 Jobs

Job details: -

-PH EOT Crane I- Job1

-PH EOT Crane II- Job 2

The Job will cover, but not be limited to, the following: -



-
- Cleaning of spots with buffing wheel, wire brush, emery paper, duster cloths etc.
 - Arrangement of scaffolding, Jhula for approach upto EOT crane.
 - Cleaning of dirt, grease etc. by applying kerosene/Rustolene etc.
 - Painting of Cranes as per specifications.
 - Any other work for completeness of Job.

B. Tools & Tackles, equipment and consumables:

All tools & tackles, equipment/ lifting arrangement etc and consumables necessary for completion of the Works are in the scope of the Contractor.

C. Notice:

The bid price shall include all the expenses for manpower mobilization and demobilization (excluding those costs incurred related to COVID-19 protocol as specified under Clause 19 of GCC); and completion of the Work clearly mentioned under **i. Contractor's Scope (sub-section A & B)** above in all respect.

ii. PHPA-II/ BHEL's Scope:

Following items/ materials shall be provided by PHPA-II/ BHEL:

- All materials for erection (except consumables);
- All balance component of EOT Crane that are not yet installed;
- All malfunctioning components (if found defective);
- All drawings/ documents required for completion of the Works; and
- Supervision of works.



SECTION 6
SCHEDULE OF PRICES

Name of work: - Balance Erection works of 2nos of EOT Cranes of capacity 200/40/10T including its Repair & Maintenance in Power House Complex, PHPA-II

SL NO.	DESCRIPTION OF ITEMS (for PH EOT Cranes 200/40/10 Ton)	UNIT	QTY.	RATE	AMOUNT
				(Nu./Rs.)	(Nu./Rs.)
1	Erection of Sole plate and Rail track from Unit#3 to Unit # 6 (Beam over column no. 26 to 36, length = 106 mtr) Span - 21 mtr	Job	01		
2	Erection of DSL, fixing of DSL current collectors of both EOT Cranes & charging of the same (206 Mtr)	Job	01		
3	Replacement of 10 Ton Monorail shaft of PH EOT Crane no. 1 (supply not in scope)	Job	01		
4	Balance mechanical erection works including Repair / Replacement of defective mechanical parts both PH EOT Cranes 200/40/10 T (supply not in scope)	Job	02		
5	Mechanical maintenance of both PH EOT Cranes 200/40/10 T (supply of consumables are in scope)	Job	02		
6	Balance electrical erection works including Repair / Replacement of defective electrical parts both PH EOT Cranes 200/40/10 T (supply not in scope)	Job	02		
7	Electrical maintenance of PH EOT Cranes both PH EOT Cranes 200/40/10 T (supply of consumables are in scope)	Job	02		
8	Tandem operation of both PH EOT Cranes 200/40/10 T	Job	02		
9	Re-fixing of EOT Rail End stopper including cutting of EOT Rail, (Shifting of End stopper about 1 mtr to be done due to Bhutanese architecture of Auxiliary Building))	Job	02		
10	Painting of both PH EOT Cranes 200/40/10 T	Job	02		
				Grand Total =	

Amount in words:

Sign & Seal of Bidder



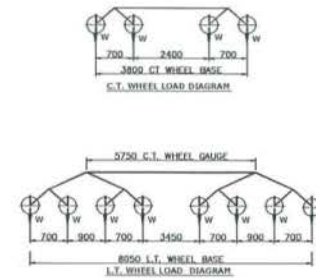
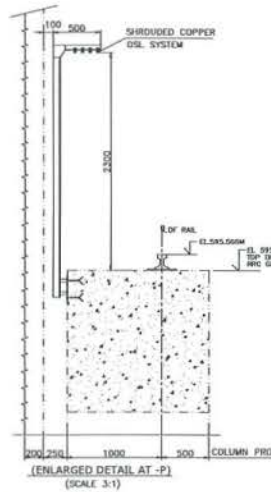
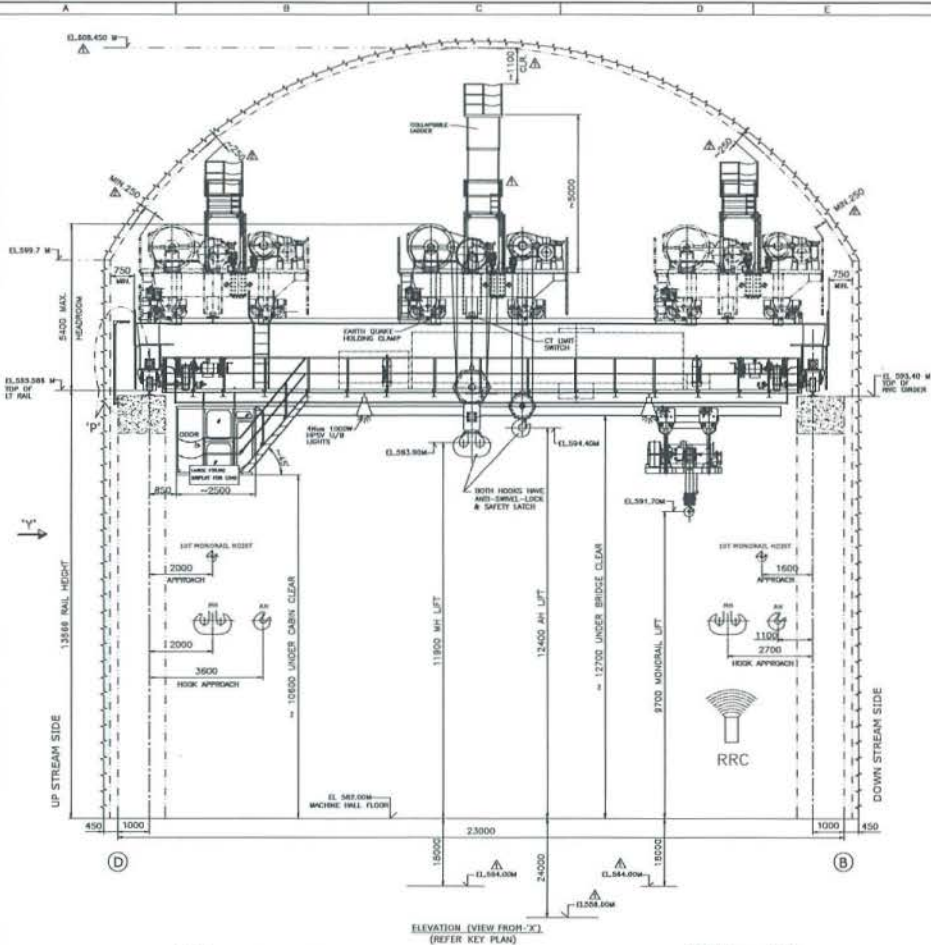
SECTION 6: SCHEDULE OF PRICES

SECTION 7 DRAWINGS

Following drawings are attached for reference:

1. Power House EOT General Arrangement
(Drawing No. 1 29401 48001/1 (R2) & 2 (R2))
2. Gantry Rail Installation (Drawing No. 1 29401 44002 (R1))

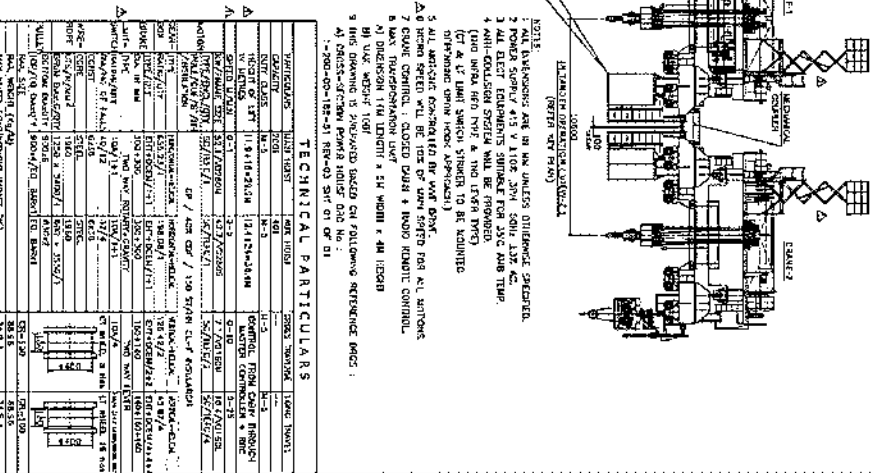
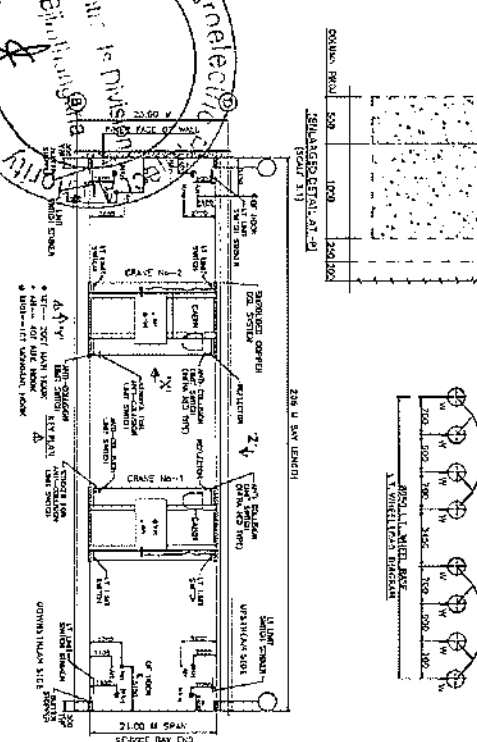


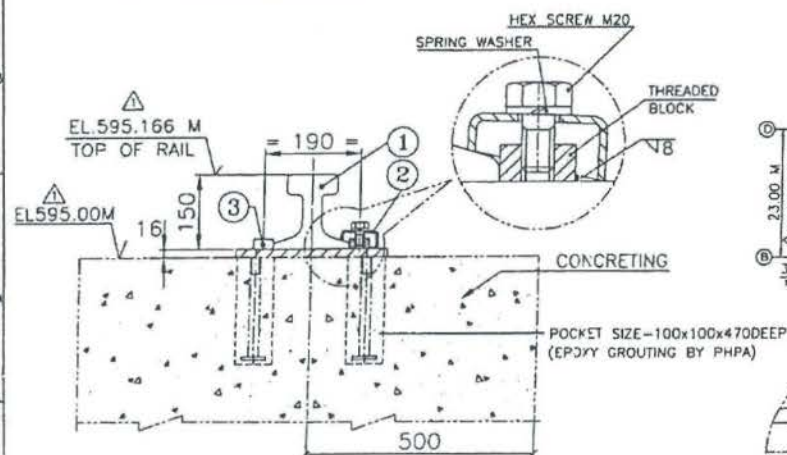
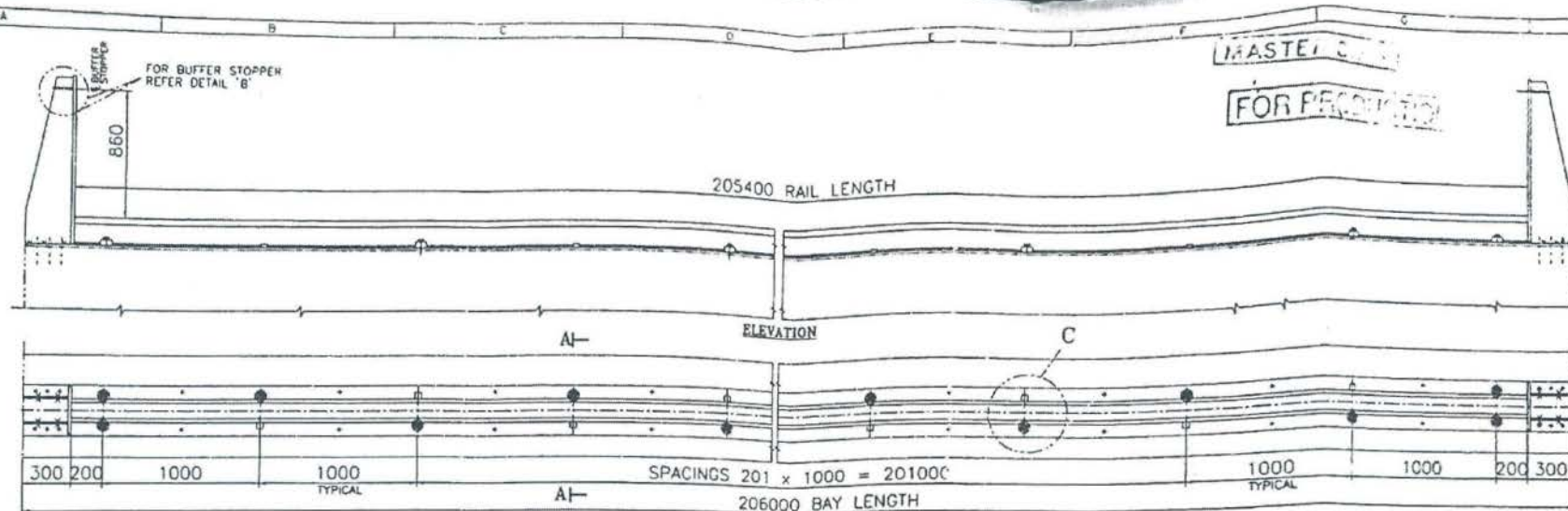


CRANE No-1

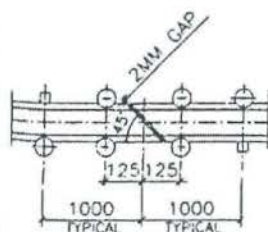
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1	25/11/2014	SKM	Rep	34m	REVISED AS PER COMMENTS
0	18/07/2014	SKM	Rep	34m	FOR APPROVAL
REV.	DATE	DRW.	CHK	APP	DETAIL
PROJECT	6X170MW PUNATSANGCHU-II HYDROELECTRIC PROJECT, BHUTAN				
CUSTOMER	PHPA-II, BHUTAN				
CONSULTANT	WAPCOS LIMITED, GURGAON				
	CENTRAL ELECTRICITY AUTHORITY, NEW DELHI				
CONTRACTOR	भारत हेवी इलेक्ट्रिकल्स लिमिटेड, ब्योराल				
	Bharat Heavy Electricals Limited, Bhopal				
LOCATION	POWER HOUSE EOT CRANE				
VENDOR	UNIQUE INDUSTRIAL HANDLERS (P) LTD., INDIA				
DESCRIPTION	GENERAL ARRANGEMENT				
FOR	200/40/10T X 21.0 M. SPAN EOT CRANE CL-M5,15:3177-99/INDOOR				
DRAWN	SKM	18.07.2014	PRDL	SCALE	VENDOR DRAWING NO.
CHECKED	SKM	18.07.2014	BF	011/01/00.00	2
APPROVED	SKM	18.07.2014	1.80	INDL DRAWING NO.	2
				1 29401 48001/1	2







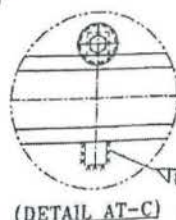
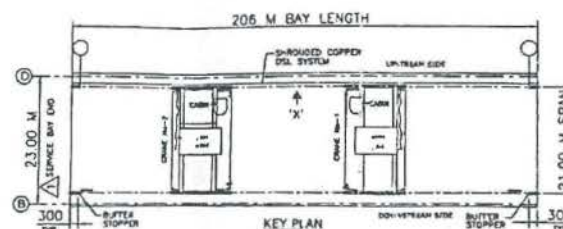
SECTION 'A-A' SCALE 1:10



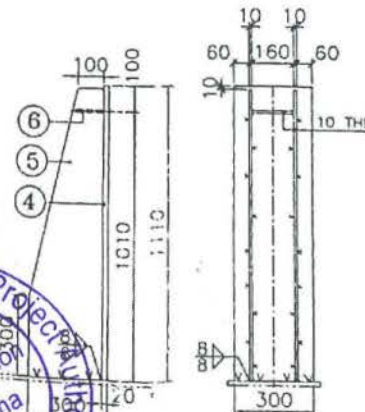
TYPICAL DETAIL OF RAIL JOINT

NOTES:

- 1 ALL DIMENSIONS ARE IN MM UNLESS OTHERWISE SPECIFIED.
- 2 QTY GIVEN IN PART LIST IS FOR BOTH SIDES RAIL.
- 3 SPACINGS OF RAIL CLAMPS IS AT MAX 1000MM EXCEPT AT RAIL JOINT FOR WHICH SEPERATE DETAILS ARE SHOWN.
- 4 RAIL CLAMPS & ALIGNMENT PADS ARE ALTERNATIVELY PLACED AS SHOWN IN THE DRAWING EXCEPT AT JOINT.
- 5 REFERENCE DRAWING: GROUTING DETAILS OF GANTRY RAIL DRAWING No. BF/011/19/02.01
- 6 TRACK GAUGE TO BE MAINTAINED WITHIN ± 10 MM.
- 7 * AS PER IS 3443 / SAIL.
- 8 USE ELECTRODES E-6015 IS PER AWS.
- 9 CHEMICAL COMPOSITION OF Fe410 AS PER IS 2062 C=0.40% Mn=1.50%, S=0.045%, P=0.045%, Si=C 43%.



(DETAIL AT-C)



DETAIL AT 'B' SCALE 1:20

MASTER COPY
FOR PRODUCTION

TOTAL WT = 37320 KGS

SR NO	PART NO	DESCRIPTION	QTY	MATERIAL	UNIT	TOTAL WT IN KG	ACTUAL
6	005	PLATE 10THK x 110 x 180 LG	4	CS05.2043	1.38	5.52	
5	004	R.B 15THK x 230 x 1100 LG	8		1.16	128.0	
4	003	PLATE 20THK x 350 x 1110 LG	4		57.3	209.2	
3	002	ALIGNMENT PAD 40 x 40 x 25 THK	420	CS05.2043	0.25	105.0	
2	C-157/R2	RAIL CLAMP ASSEMBLY	560	CS05.2043	0.55	308.0	
1	001	RAIL CR-100 x 205400 LG	2		18718.5	37320	

REV	DATE	DRN	CHK	APP	DETAIL
1	09/06/2015	Elg	Rup	Slm	RAIL ELEVATION REVISED
0	18/07/2018	Vmm	Rup	Slm	FOR APPROVAL

PROJECT	6X170MW PUNATSANGCHHU-II HYDROELECTRIC PROJECT, BHUTAN
CUSTOMER	PHPA-II, BHUTAN
CONSULTANT	WAPCOS LIMITED, GURGAON
CONTRACTOR	भारत हवी इलेक्ट्रिकल्स लिमिटेड, भोपाल Bharat Heavy Electricals Limited, Bhopal

LOCATION: POWER HOUSE EOT CRANE

VENDOR: UNIQUE INDUSTRIAL HANDLERS (P) LTD. INDIA

DESCRIPTION	GANTRY RAIL INSTALLATION
FOR	200/40/10T X 21.0 M SPAN EOT CRANE CL-M5/15.3177-93/0202018
TRACED	✓
DRAWN	Vmm
CHECKED	Slm
APPROVED	Slm