

DRUK GREEN POWER CORPORATION LIMITED



BIDDING DOCUMENT FOR RENOVATION OF OLD GUP'S OFFICE AT RINCHENRSE LHAKHANG, THP.

TENDER No.: THP0012/2024 Date 26.03.2024.

(DOMESTIC COMPETITIVE BIDDING)

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SECTION I - NOTICE INVITING TENDER



DRUK GREEN POWER CORPORATION
TALA HYDROPOWER PLANT
Rinchentse, Bhutan.

NOTICE INVITING TENDER
(DOMESTIC COMPETITIVE BIDDING)
For

Renovation of Old Gup's Office at Rinchentse Lhakhang, THP.

Tender No. THP0012/2024.

Date 26.03.2024.

- 1.0 Tala Hydropower Plant (THP), DGPC invites sealed Bids from eligible Bidders (W3) **medium** meeting the qualification requirements for the “**Renovation of Old Gup's Office at Rinchentse Lhakhang, THP**” as per the scope of work mentioned hereinafter.
- 2.0 Scope of the work:
 - ✓ Renovation of old gup's office by removing existing roof, windows, doors, wooden floor, wooden beam, column and replacement with new door, UPVC windows, wooden Floor and steel beams and column.
 - ✓ Construction of toilets attached to the building.
- 3.0 Detailed specifications, scope of work and terms and conditions of Works are given in the Bidding Documents. A complete set of Bidding Documents may be downloaded from DGPC website, (www.drukgreen.bt) free of cost.
- 4.0 The Bids will be received as per the following schedule:

NIT No.	:	THP0012/2024 Dated 26.03.2024.
Bid receipt date & time	:	Up to 10.04.2024 by 13:00 hrs (BST).
Document availability date & time	:	From 26.03.2024 to 10.04.2024 at 16:30 hrs (BST).
Pre-bid meeting (<i>insert if applicable</i>)	:	NA.
Bid opening date & time	:	On 10.04.2024 at 14:30 hrs (BST) at THP, Rinchentse.
The Name and address of the contact person for seeking Clarifications on the Bid Documents	:	Sonam choden Junior Engineer Contract Division Tala Hydropower Plant Drukgreen Power Corporation Limited Rinchentse, Tala, Bhutan Phone no. 00975 17492638 Email: s.choden2126@drukgreen.bt Up to 08.04.2024 Time 16:30 hours.

<p>Technical clarification and appointment for site visit</p>	<p>Sangay Lhamo AE, Civil Division, Contact No.: 17418982 Email: s.lhamo3476@drukgreen.bt</p>
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- 5.0 Bidding documents shall be downloaded from DGPC website (www.drukgreen.bt) free of cost. Bidders downloading the documents from the website should register themselves by informing to the nodal officer of DGPC immediately after the documents are downloaded or, before the date deadline for submission of the Bid and their intention to submit the Bid.
- 6.0 Downloading of Bidding Documents shall not automatically construe that the Bidder fulfils the Qualifying Requirements, which shall be determined during Bid evaluation based on data/documents submitted by the Bidder. Bids shall be submitted at the address given below and shall be opened in the presence of Bidder's representatives who choose to attend.
- 7.0 All Bids must be accompanied by Bid security for an amount of **BTN. 121,000.00 [Ngultrum One Lakh Twenty-One-Thousand]** only in the form of Demand Draft /Cash Warrant / Bank Guarantee/ Bankers Cheque/ Cash Order, issued by Financial Institution of Bhutan or any foreign bank acceptable and enforceable by the Financial Institution of Bhutan and shall remain valid till **9.07.2024**. Bids not accompanied with an acceptable Bid security as specified in Bidding Documents, or Bids accompanied with Bid security of inadequate value and validity shall be rejected by DGPC and in such cases Bids shall be returned to the Bidders.
- 8.0 Qualification Requirement for Bidders shall be as specified in the BDS.
- 9.0 No request for sending the Bidding Documents by post or by Courier Service shall be entertained. Bid Documents are not transferrable.
- 10.0 DGPC reserves the right to accept or reject any Bid partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no Bidder/intending Bidder shall have any claim arising out of such action of DGPC.
- 11.0 The Bidders shall be required to complete the Works **8-month from the date issue of Notification of award.**
- 12.0 Address for Communication:
 Sonam Choden
 Junior Engineer
 Contract & Procurement Division
 Tala Hydropower Plant
 Drukgreen Power Corporation Limited,
 Rinchentse, Tala, Bhutan
 Phone no. 00975 17492638
 Email: s.choden2126@drukgreen.bt



SECTION II – INSTRUCTIONS TO BIDDERS



SECTION II – INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

ITB. 1. Definitions and Interpretations

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

ITB. 2. Source of Funds

ITB.2.1. Druk Green Power Corporation Limited (DGPC) intends to finance the Works covered under these Bidding Documents from the source(s) as mentioned in Bidding Data Sheet (BDS).

ITB. 3. Scope of Works

ITB.3.1. The scope of Works shall be as specified in Section VI, Technical Specification. The name and identification number of the Contract is provided in the NIT.

ITB.3.2. The successful Bidder will be required to complete the Works by the Time for Completion specified in the SCC.

ITB. 4. Fraud and Corruption

ITB.4.1. DGPC requires that the Bidders, Contractors and their Subcontractors and their respective employees, consultants & agents, shall observe the highest standards of ethics during the bidding process and execution of contracts. In pursuance of this policy, the terms “Corrupt practice”, “Fraudulent practice”, “Collusive practice”, “Coercive practice” and “Obstructive practice” shall be as per definition in **GCC.4**.

ITB.4.2. DGPC will reject a Bid for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Contract in question;

ITB.4.3. DGPC will declare the Bidder ineligible, either indefinitely or for a stated period of time, if at any time it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Contract;

ITB.4.4. DGPC requires that Bidders, as a condition of admission to eligibility, execute and attach to their Bids an Integrity Pact Statement as per Form 3: Integrity Pact Statement. Failure to provide a duly executed Integrity Pact Statement shall result in disqualification of the Bid; and

ITB.4.5. DGPC will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant agencies, including but not limited to the Anti-Corruption Commission (ACC) of the Kingdom of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.

ITB.4.6. DGPC shall have the discretion to take any or all of the actions specified under **ITB.4.2, ITB.4.3, ITB.4.4 and ITB.4.5**.



ITB.4.7. Furthermore, the Bidders shall make themselves fully aware of the provisions stated in **GCC.4** with regard to Fraud and Corruption.

ITB. 5. Eligibility of Bidders

ITB.5.1. A Bidder shall be an incorporated legal entity or a Joint Venture (JV) of such entities under an existing agreement where joint venture bids are permitted. A Bidder, and all parties constituting the Bidder, shall have the nationality of any country, subject to the restrictions specified in **ITB. 7**. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of the proposed Subcontractors for any part of the Contract.

ITB.5.2. A Bidder shall not have conflict of interest. Any Bidder, found to have a conflict of interest, shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in the same bidding process if they:

- a) or any of their affiliates are associated, or have been associated in the past, to provide consulting services for the preparation of the design, specifications and/or other documents to be used for the procurement of the Works to be executed pursuant to these Bidding Documents, or in any other way provided the consulting services in any aspect of the preparatory stages leading up to the issue of these Bidding documents or hired/ proposed to be hired by DGPC as Project Manager for the Contract implementation.
- b) submit more than one Bid in this bidding process either individually or as a partner in the Joint Venture, except for alternative offers permitted under **ITB. 17**. Participation by a Bidder in more than one Bid shall result in rejection of all Bids in which the Bidder has participated. However, this does not limit the participation of a Bidder as a Subcontractor in another Bid or more than one Bid, or
- c) employ or otherwise engage, either directly or through any of their Affiliates, a DGPC employee, his spouse or any of the dependent parent or close relative of a DGPC employee. For the purposes of this sub-paragraph, a close relative is defined as immediate family which includes, brother, sister, and own children.

ITB.5.3. A company formed by the merger of two or more companies or divisions of such companies engaged in execution of Works as specified in the Bidding Documents can also participate, provided the constituent companies or divisions before merger, individually or jointly, meet the stipulated qualification requirements fully.

ITB.5.4. If so specified in the BDS, in the case of a Bidder not doing business within the Kingdom of Bhutan, the Bidder will be (if awarded the Contract) represented by an agent in the Kingdom of Bhutan, who shall be a legal entity, equipped and able to carry out the Contractor's obligations as prescribed in the Technical Specifications.



- ITB.5.4.1. Where an agent is permitted to submit the Bid on behalf of the Foreign Bidder, payment of agency commission, if any, to the Foreign Bidder shall only be made in the local currency.
- ITB.5.4.2. Both the agent as well as Foreign Bidder shall not be permitted to submit the Bid in the same bidding process and one agent working for more than one parties will not be permitted to represent multiple parties in different Bids.
- ITB.5.4.3. In case of JVs with any of the Bhutanese Bidder the payment to the Bhutanese member of the JV for the services and supply from within Bhutan shall be in local currency.
- ITB.5.5. The Bidder shall provide such evidence of their continued eligibility satisfactory to the DGPC as the DGPC shall reasonably request till the award of the contract.

ITB. 6. Exclusion of Bidders

- ITB.6.1. A Bidder shall be ineligible for participating in this bidding process under the following circumstances:
- a) The Bidders is insolvent or is in receivership or is a bankrupt or is in the process of being wound up; or has entered into an arrangement with the creditors; or
 - b) The Bidders' affairs are being administered by a court, judicial officer or appointed liquidator; or
 - c) The Bidder has suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or
 - d) The Bidder has been found guilty of professional misconduct by any competent authority as per law or any professional body; or
 - e) Have at least one controlling shareholder in common; or
 - f) receive or have received any direct or indirect subsidy from either party; or
 - g) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process
 - h) The Bidder has not fulfilled his obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which he is established or of the Kingdom of Bhutan; or
 - i) The Bidder has been declared by DGPC to be ineligible for participation in tenders on account of any fraud and/or corruption in competing or executing a Contract; or
 - j) The Bidder has been debarred from participation in public procurement by any competent authority as per law.



ITB. 7. Eligible Countries

ITB.7.1. DGPC shall permit legal entities from all countries to submit their Bids for contracting of Works under these Bidding Documents having Origin in any country.

ITB.7.2. As an exception, Bidders of a country, and/or Works/ services provided from or by a country shall be excluded if:

- a) as a matter of law or official regulation, the Royal Government of Bhutan (RGoB) prohibits commercial relations with that country; or
- b) RGoB prohibits any contracting of Works or services from a country or any payments to persons or entities in that country pursuant to a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations as specified in the BDS.

ITB. 8. Joint Venture Bids

ITB.8.1. If so permitted in the BDS, Bids submitted by a JV of number of legal entities as specified in the BDS subject to the condition that the total number of legal entities shall not exceed the number of entities as specified in the BDS, shall comply with the following requirements:

- a. The Bid shall be signed by the authorised signatory of the member, who have been authorised by all the other members of the JV, so that the Bid is legally binding on all members.
- b. One of the members shall be designated as leader who shall have the authority to conduct all business for and behalf of any and all members of the JV; this authorisation shall be evidenced by submitting with the Bid a power of attorney signed by legally authorised signatories of the other members.
- c. The leader shall be authorised to receive instructions for and on behalf of any and all members of the JV and the entire execution of the Contract, including payment, shall be done exclusively with the leader.
- d. All members of the JV shall be liable jointly and severally for the execution of the Contract in accordance with its terms.
- e. A copy of the agreement entered into by the JV members as per the format provided in the Bidding Documents shall be submitted with the Bid.

ITB.8.2. In order for JV to qualify, either the lead partner must meet the minimum technical qualification requirements or the technical qualification requirement can be met jointly by the JV partners, if so, specified in the BDS.

ITB.8.3. The financial qualification requirements however may be met jointly by the members of the JV subject to the condition that each member can independently meet at least the minimum financial qualification requirements as specified in the BDS. Failure to comply with this requirement will result in rejection of the Joint Venture's Bid.



- ITB.8.4. A firm can be a member in only one JV; Bids submitted by JVs including the same firm as member in more than one JV in the same bidding process will be rejected.
- ITB.8.5. Domestic bidders and JVs, consortia or associations of domestic bidders who may be eligible for a margin of preference in Bid evaluation shall supply all information to satisfy the criteria for eligibility as described in **ITB. 5**.

ITB. 9. Responsibility of Bidders

- ITB.9.1. DGPC will not assume any responsibility regarding information gathered, interpretations or conclusions made by the Bidder or regarding information, interpretations or deductions the Bidder may derive from the data or any report furnished by DGPC. Verbal communication or conversation with any officer, employee of DGPC either before or after the submission of Bid shall not affect or modify any of the terms or obligations contained herein.
- ITB.9.2. It shall be the sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the performance of the Contract in the event of award.

B. THE BIDDING DOCUMENTS

ITB. 10. Contents of Bidding Document

- ITB.10.1. The scope of Work, bidding procedures, Contract terms and conditions and technical specifications are prescribed in the Bidding Documents. The set of Bidding Documents issued for the purpose of bidding includes the sections stated below together with any addendum/amendment to be issued in accordance with ITB. 14.

Section I	:	Notice Inviting Tenders
Section II	:	Instructions to Bidders
Section III	:	Bid Data Sheet (BDS)
Section IV	:	General Conditions of Contract (GCC)
Section V	:	Special Conditions of Contract (SCC)
Section VI	:	Technical Specifications and Drawings
Section VII	:	Forms
Section VIIA	:	Bidding Forms
	1.	Bid Security Form – Bank Guarantee
	2.	Certificate regarding acceptance of important conditions
	3.	Integrity Pact Statement
	4.	Bidders Information Form
	5.	Power of Attorney
	6a.	Financial Details of Bidder
	6b.	Details of Financial Capacity Status
	6c.	Present Order Book Position
6d.	Past Performance Data	



	6e.	Data regarding Key Personnel
	6f.	Brief write up regarding Construction Methodology & Project Management
	7.	Equipment/ Machinery Deployment Schedule
	8.	Details of proposed Subcontractors
	9.	Affidavit affirming eligibility of Bidder
	10.	Form of Joint Venture Agreement
	11.	Deviation Schedule
	12.	Details in respect of local representation
	13.	Quality Assurance Program
	14.	Performance Evaluation System Acceptance Form
	15.	Form for any other additional information
	16.	Bid Submission Form
	17A	Bill of Quantities (items quoted in Ngultrum)
	17B	Bill of Quantities (items quoted in foreign currency)
Section VIIB	:	Contract Forms
	18.	Letter of Award
	19.	Contract Agreement
	20.	Bank Guarantee Form for Contract Performance Security
	21.	Bank Guarantee Form for Advance Payment
	22A	Deed of hypothecation for Secured Advances – Contractor's plant and equipments
	22B	Deed of hypothecation for Secured Advances – Construction materials
	23.	Validity extension of Bank Guarantee
Section VIII	:	Performance Evaluation System

ITB.10.2. Failure to furnish all information and documents required as per the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of his Bid.

ITB. 11. Clarifications on Bidding Documents

ITB.11.1. The Bidder shall examine the Bidding Documents thoroughly in all respects and if any conflict, discrepancy, error or omission is observed, Bidder may request clarification promptly. A prospective Bidder requiring any clarification on Bidding Documents may notify DGPC in writing, to the address mentioned in BDS, not later than the date and time specified in BDS.

ITB.11.2. DGPC will issue clarification(s) as it may think fit in writing not later than fifteen (15) days prior to the deadline/ extended deadline for submission of Bids prescribed by DGPC. All such clarifications shall form part of the Bidding Documents and shall accompany the Bidder's Proposal. Copies of DGPC's response (including an



explanation of the query but without identifying its source) will be sent to all prospective Bidders who have registered with DGPC for the work.

- ITB.11.3. For the information of Bidders, the clarifications shall also be uploaded on the website. The Bidders are advised to visit the website of the company from time to time in their own interest.
- ITB.11.4. Bidders shall not be allowed to seek any clarification of the Bidding Documents in person or by telephone or other verbal means. Any queries sent by the Bidders after the date and time notified as per BDS, or extended date, if any, shall not be entertained.
- ITB.11.5. Should DGPC deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB. 14.**
- ITB.11.6. Any failure by the Bidder to comply with the aforesaid requirement shall not excuse the Bidder for performing the Works in accordance with the Contract, in case of award.

ITB. 12. Site Visit and Familiarization with Local Laws

- ITB.12.1. The Bidder is advised to visit and examine the Site and its surroundings where the Works are to be executed and obtain for itself on its own responsibility and risk, all information that may be necessary for preparing the Bid and entering into a Contract for execution of the Works. The costs of visiting the Site shall be borne by the Bidder fully. DGPC shall facilitate the Site visit and Bidder is required to furnish advance intimation of his Site visit.
- ITB.12.2. The Bidder shall acquaint himself with the adequacy of local conditions and requirements including but not limited to the approach roads to the Site, adequacy of existing culverts, bridges and roads for the expected traffic, water and power supply, nature of ground and sub-soil conditions, water table level, river regime, river water levels and other details, geological and climatic conditions, local terrain, availability of labour and construction material, communication facilities, utility and labour conditions and shall not claim at any time after submission of the Bid or during the execution of the Contract that there was any lack of understanding with regard to the conditions imposed in the Contract or prevailing at the Site.
- ITB.12.3. In their own interest, the Bidders are required to familiarise themselves with the Income Tax Act, prevailing labour laws including laws and regulations governing engagement of labour for employment and deployment at Site & other related Acts and Laws prevalent in the Kingdom of Bhutan. Further, the Bidders are required to comply with these Acts/Laws and other relevant provisions particularly with reference to the execution of the Works.
- ITB.12.4. Foreign Bidders shall familiarise themselves especially with the rules and regulation applicable to the foreign firms for carrying out business in the Kingdom of Bhutan.
- ITB.12.5. The Bidder and any of its personnel or agents will be granted permission by DGPC to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents shall release and indemnify DGPC and its personnel and agents from and against all liability in



respect thereof and shall be responsible for death or personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses howsoever caused and incurred as a result of the inspection.

ITB. 13. Pre-Bid Meeting

- ITB.13.1. A pre-bid meeting shall be conducted only if necessary, to clarify doubts and concerns of the Bidders prior to submission of Bids. The Bidders who have registered with DGPC for the work shall be invited to attend pre-bid meeting to be held on the date, time and location specified in BDS.
- ITB.13.2. Non-attendance at the pre-bid meeting will not be a cause for disqualification of Bidders but at the same time shall not entitle them to raise any query at a later date.
- ITB.13.3. The Bidders are requested to submit their questions and queries in writing to reach DGPC not later than one week before the meeting. Clarifications to the queries raised in the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given together with any responses prepared after the meeting, shall be circulated to all the registered Bidders and also uploaded in DGPC website.
- ITB.13.4. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by DGPC through the issue of an addendum pursuant to **ITB. 14** and not through the clarifications to the queries of pre bid meeting.

ITB. 14. Amendment of Bidding Documents

- ITB.14.1. At any time after the NIT date, but not later than fifteen (15) days prior to the deadline for submission of Bids, DGPC may amend the Bidding Documents by issuing an addendum/ amendment. This may be done either on DGPC's own initiative or in response to clarification requests from any prospective Bidder who have registered with DGPC for the work, provided such request is received by the date specified in the BDS.
- ITB.14.2. The addendum/amendment/corrigendum will be sent in writing to all prospective Bidders who have registered with DGPC for the work. DGPC shall in no way be responsible for any ignorance of the Bidder about the amendment to the Bidding Documents.
- ITB.14.3. Such addendum/amendment/corrigendum shall be part of the Bidding Documents and binding on the prospective Bidders. DGPC shall assume that the information contained therein have been taken into account by the Bidder in its Bid and shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise by the Bidder.
- ITB.14.4. DGPC may, at its discretion, extend the deadline for submission of Bids pursuant to **ITB.27.2** to allow prospective Bidders reasonable time to take the addendum into account in preparation of their Bids.



C. PREPARATION OF BIDS

ITB. 15. Cost of bidding

ITB.15.1. The Bidder shall bear all costs associated with the preparation and submission of his Bid (including Site visits and attending pre-bid meetings) and DGPC in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

ITB. 16. Language of the Bid and Units of Measure

ITB.16.1. The Bid, and all correspondence and documents related to the Bid shall be in English. Additional/ supporting documents provided by the Bidder related to the Bid shall also be in English and if in any other language, should be translated to English. The English translation shall prevail on the interpretation.

ITB.16.2. The units of measurement shall be metric system unless otherwise specified.

ITB. 17. Alternative Bids

ITB.17.1. Unless otherwise indicated in the BDS, alternative Bids shall not be considered, and the BDS shall specify which of the following options shall be allowed:

- a) Option One: A Bidder may submit alternative Bids with the base Bid and DGPC shall only consider the alternative Bids offered by the Bidder whose Bid for the base case was determined to be the lowest-evaluated Bid, or
- b) Option Two: A Bidder may submit an alternative Bid with or without a Bid for the base case. All Bids received for the base case, as well as alternative Bids meeting the Technical Specifications as per Section VI, shall be evaluated on their own merits.

ITB.17.2. Alternative Bids shall provide all information necessary for a complete evaluation of the alternative by DGPC, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details.

ITB.17.3. In case of multiple alternative Bids, DGPC shall evaluate, compare and rank the alternative Bids subject to technical conformance suitability & acceptability in accordance with ITB. 36. In case of single alternative Bid, subject to technical conformance suitability & acceptability and price reasonability, the Bid may be accepted.

ITB. 18. Documents Constituting the Bid

ITB.18.1. The Bid to be prepared and submitted by the Bidder shall consist of the following documents:

ITB.18.1.1. Envelope I shall contain (applicable for both single stage single envelope and single stage two envelope Bids):

Bid Security in accordance with ITB. 24 and Form: 1 of Section VIIA in case of a Bank Guarantee., or Bids accompanied by bid security of inadequate value and validity, shall not be entertained and Envelope II and III of such Bids shall be returned to the Bidder.



ITB.18.1.2. Envelope II shall contain:

- a. Integrity Pact Statement duly executed by the bidder, as per Form: 3 of Section VIIA;
- b. Self-attested latest Tax Clearance Certificate from the tax authority of the respective country or any other equivalent document to confirm that the bidder is tax compliant in the country of its incorporation,
- c. Valid Trade Licence and CDB registration certificate (for Bhutanese Bidders)
- d. No deviation, whatsoever, is permitted by DGPC, to the provisions of the Bidding Documents listed in the BDS. The Bidders are advised that while preparing their Bids and quoting prices, these conditions may appropriately be taken into consideration. Bidders are required to furnish Certificate regarding acceptance of important conditions in accordance with Form: 2 of Section VIIA indicating their compliance to the provisions listed in the BDS;
- e. **Bidder's Information Form**, in accordance with Form: 4 of Section VIIA including Certificate of Incorporation in case of companies or any other certificate as an evidence of a legal entity.
- f. A **Power of Attorney**, in original, as per Form: 5 of Section VIIA authorising that the person(s) signing the Bid has/have the authority to sign the Bid and to make the Bid binding upon the Bidder during the full period of its validity in accordance with **ITB. 23**.

g. **Bidder's Qualification**

In the absence of pre-qualification process, documentary evidence establishing that the Bidder is qualified to perform the Contract, if its Bid is accepted, shall be furnished. The documentary evidence of the Bidder's qualifications to perform the Contract, if its Bid is accepted, shall establish to DGPC's satisfaction that the Bidder has the capacities and capabilities necessary to perform the Contract and meets the experience and other criteria outlined below.

Particulars for meeting the prescribed qualification requirement as per BDS and details for assessment of capacity and capability of Bidder to perform the Contract shall be required as per Form: 6A to Form: 6F of Section VIIA.

h. **Equipment/ Machinery Deployment Schedule**

The Bidder shall indicate the quantum and schedule of the equipment/ machinery/ lab equipment, etc. he proposes to deploy for the Works to be executed as per Form: 7 of Section VIIA. Such plant and machinery to be deployed shall not be less than the minimum specified in the Technical Specifications.

i. **Subcontractors proposed by the Bidder**

The Bidder shall furnish the names and nationalities of Subcontractors proposed for subcontracting (minimum three for each work proposed to be



sub contracted) for the Works which are permitted for subcontracting as per the provisions of SCC, as per Form: 8 of Section VIIA.

The Bidder shall be responsible for ensuring that the Subcontractors proposed for the Works comply with the qualification requirements prescribed in the SCC, for the respective Works. DGPC reserves the right to delete any proposed Subcontractor from the list prior to award of Contract.

j. An **affidavit** (for International Bidders)/self declaration form (for Bhutanese Bidders) as per Form: 9 of Section VIIA affirming the eligibility of the Bidder.

k. Bids submitted by a **Joint Venture**, if so permitted in the BDS, shall furnish a copy of the agreement entered into by the joint venture members as per the form included in Form: 10 of Section VIIA provided in the Bidding Documents

l. **Signed Bidding Documents**

The BDS, GCC, Special Conditions of Contract and Technical Specifications and Drawings including any clarifications and/ or amendments thereto, duly sealed and signed by an authorized signatory of the Bidder as a condition of acceptance.

m. **Deviations**, if any, from the terms, conditions and technical specifications of the Bidding Documents shall be listed as per Form:11 of Section VIIA. The Bidder shall provide the additional price, if any, for withdrawal of the deviations stated.

n. **Alternative Bids**

Bidders wishing to offer technical alternatives to the requirements of the bidding documents must first price DGPC's design of the Works as described in the Bidding Documents, and shall further provide all information necessary for a complete evaluation of the alternatives by DGPC, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction method and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by DGPC or as per the option chosen (out of those specified in **ITB 17**) in the BDS shall be considered for the evaluation.

o. **Local Representation**

If a Foreign Bidder has engaged a Bhutanese agent in accordance with **ITB.5.4**, it will be required to give the following details in its Bid as per Form: 12 of Section VIIA:

- The name and address of the local agent;
- Details of services the agent will render; and
- The fixed amount of remuneration and currency of payment for the agent included in the offer.



The agency commission shall be indicated in the space provided for in the Price Schedule and will be paid to the Bidder's agent in Bhutan in Ngultrum, if the Bid currency is other than INR/BTN then equivalent Nu using the TT selling exchange rate on the date of price bid opening or of any immediate preceding date prior to the date of price bid opening announced by the Royal Monetary Authority of (RMA) the Kingdom of Bhutan (www.rma.org.bt), and such remuneration shall not be subject to any escalation or any further exchange rate variation.

- p. **Construction Methodology and Project Management** as per Form No. 6F based on the requirements specified in Section VI, Technical Specification.
- q. **Quality Assurance Program**
Details regarding the overall quality management & procedures which the Bidder proposes to follow during various phases of execution of the Contract as per Form: 13 of Section VIIA. The quality assurance program and procedures should be in line with the requirements specified in the Technical Specifications.
- r. **Performance Evaluation System** Acceptance Form as per Form: 14 of Section VIIA
- s. Any other **additional information/** document which the Bidder wishes to provide in his Bid as per Form: 15 of Section VIIA.

ITB.18.1.3. Envelope III shall contain:

- a. Bid Submission Form in accordance with Form: 16 of Section VIIA;
- b. Priced Bill of Quantities, in accordance with Form: 17A and 17B of Section VIIA;
- c. Alternative Price Bids, if applicable, as per **ITB. 17**;
- d. Details regarding Contract Price Adjustment as per SCC.

ITB.18.1.4. In case where Bids are invited under Single Stage Single Envelope mode, the documents contained in Envelope III shall also be kept in Envelope II.

ITB. 19. Bid Submission Form and Bill of Quantities

ITB.19.1. The Bidder shall submit the Bid Submission Form using the form furnished in Form: 16 of Section VIIA. This form must be completed without any alterations to its text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

ITB.19.2. The Bidder shall submit the Priced Bill of Quantities using the forms furnished in Form: 17A and 17B of Section VIIA.

ITB.19.3. The Bid Form and Priced Bill of Quantities shall be signed as per **ITB. 25**.

ITB. 20. Bid Prices and Discounts

ITB.20.1. The Bidder shall fill in unit rates/ prices for all items of the Works described in the Bill of Quantities in figures. The unit rates/ prices quoted in the Bill of Quantities shall also be deemed to include any incidentals not shown or specified but



reasonably implied or necessary for the proper completion and functioning of the whole specified item of the Works in accordance with the Bidding Documents and shall also deemed to include the cost of construction of infrastructural facilities required for execution of the Contract and not included in the Works. The Contract shall be for the whole Works based on the unit rates and prices in the Priced Bill of Quantities submitted by the Bidder.

- ITB.20.2. The unit rates/ prices quoted in the Bill of Quantities shall be inclusive of all taxes, duties, levies & charges payable in the Bidder's country and in the Kingdom of Bhutan (including those levied on the construction material quarried from land owned by DGPC or otherwise), as of thirty (30 days) days prior to the deadline for submission of Bids.
- ITB.20.3. The total price at the bottom of the Priced Bill of Quantities shall be indicated both in figures and words.
- ITB.20.4. If rebate/discount is offered, the overall discount in percentage shall be brought out in the Priced Bill of Quantities. Conditional rebates/discount, if any, offered by any Bidder shall not be considered during Bid evaluation.
- ITB.20.5. The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Priced Bill of Quantities shall conform to the requirements specified below.
- ITB.20.6. Items for which no rate or price is entered by the Bidder in the Priced Bill of Quantities shall not be paid by DGPC when executed and shall be deemed covered by the other rates and prices mentioned in the Priced Bill of Quantities.
- ITB.20.6.1. Bidders participating from India, for supply and bonafide use in the Kingdom of Bhutan shall quote the rates and prices for the items in the Bill of Quantities exclusive of any effect of the Integrated Goods and Service Tax (IGST). The IGST on the export of goods or services or both are covered under Zero Rated Supply as per Chapter VII, 16(1) THE INTEGRATED GOODS AND SERVICES TAX ACT, 2019 of India.

ITB. 21. Contract Price Adjustment

- ITB.21.1. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract or subject to variation, as specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected pursuant to **ITB. 33** unless adjustable price quotations are permitted.
- ITB.21.2. If, in accordance with the BDS, prices quoted by the Bidder are subject to adjustment during the performance of the Contract:
- ITB.21.2.1. The prices quoted by the Bidder shall reflect changes in the cost of labour, material, etc. in accordance with the procedures specified in **GCC.15**
- ITB.21.2.2. A Bid submitted with a fixed price quotation when Bids have been invited with price variation, will not be rejected, but the price adjustment will be treated as zero.
- ITB.21.2.3. The estimated effect of the price adjustment provision applied over the period of execution of the Contract shall not be taken into consideration in Bid evaluation.



ITB.21.2.4. DGPC shall indicate the name, source and origin of indices along with their base values and corresponding coefficients as per SCC.

ITB. 22. Currencies of Bid

ITB.22.1. The unit rates and prices shall be quoted by the Bidder in Form: 17A of Section VIIA in Ngultrum and in Form: 17B of Section VIIA in foreign currency. The currencies in Form: 17B of Section VIIA shall be specified by the Bidder at its option in any one of the currencies out of those specified in the BDS.

ITB.22.2. The rates of exchange to be used for conversion into Bhutanese Ngultrum (BTN) for evaluation and comparison, shall be the reference rates on the date of Bid opening or immediate preceding date if rate of exchange for the date of Bid opening is not available. The reference exchange rate (selling rate) prevailing at that date as posted by the Royal Monetary Authority of the Kingdom of Bhutan shall be used for the conversion of prices.

ITB.22.3. The Bids shall be evaluated in accordance with ITB.22.2 above, but the payment shall be made in the currency of Bid.

ITB.22.4. Notwithstanding the provision contained in clause ITB.22.1 Indian Bidders must quote the unit rates in INR only.

ITB. 23. Period of Validity of Bids

ITB.23.1. Bids shall remain valid till the date specified in the BDS. A Bid valid for a shorter period shall be liable for rejection by DGPC as non-responsive.

ITB.23.2. In exceptional circumstances, prior to expiry of the Bid validity period, DGPC may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing to all the participating Bidders. A Bidder may refuse the request to extend the validity of its Bid without forfeiting its Bid Security. In such a case, the Bid of the Bidder, refusing to extend the validity of its Bid, shall not be considered for evaluation and award. A Bidder granting the request will be required to extend the validity of their Bid securities correspondingly but shall not be required or permitted to modify its Bid, except as provided in ITB. 29.

ITB.23.3. The provisions of ITB.24.6 regarding discharge and forfeiture of Bid Security shall continue to apply during the extended period of Bid validity.

ITB. 24. Bid Security

ITB.24.1. The Bidder shall furnish, as part of its Bid, a Bid Security in original form, denominated in the currency and in the amount specified in the BDS.

ITB.24.2. The Bid Security shall:

- a) at the Bidder's option, be in any of the following forms:
 - i. an irrevocable Bank Guarantee; or
 - ii. a Cash Warrant; or
 - iii. a Demand Draft; or



- iv. Banker's cheque/cash order;
 - b) the bank guarantee shall be in favour of DGPC, issued by Financial Institution of Bhutan or any foreign bank acceptable and enforceable by the Financial Institution of Bhutan;
 - c) in the case of a bank guarantee, be in accordance with the form of Bid Security included in Form: 1 of Section VIIA;
 - d) be promptly payable upon written demand by DGPC in case any of the conditions listed in **ITB.24.6** are invoked;
 - e) in case of bank guarantee, it should remain valid for a period of thirty (30) days beyond the end of the validity period of the Bid, as extended, if applicable, in accordance with **ITB.23.2**. Accordingly, the Bid security shall remain valid till the date specified in the BDS.
- ITB.24.3. The Bid Security is to be submitted as a part of the Bid in a separate sealed envelope. Any Bid not accompanied by Bid Security of adequate value and validity shall be rejected by DGPC as non-responsive.
- ITB.24.4. No interest shall be paid by DGPC on the Bid Security.
- ITB.24.5. Return of Bid Security
- ITB.24.5.1. The Bid Security shall be returned to successful and unsuccessful Bidders as promptly as possible upon signing of Contract and receipt of Contract Performance Security from successful Bidder in accordance with **ITB. 43**.
- ITB.24.5.2. In case of single stage – two envelope mode of tendering, Bid Security of non-responsive Bids shall be returned immediately after technical evaluation.
- ITB.24.6. The Bid Security shall be forfeited:
- a) if a Bidder withdraws its Bid as a whole or in part during the period of Bid validity specified by the Bidder on the Bid Form, except as provided in **ITB.23.2**; or if the bidder has been found practicing corrupt or fraudulent or collusive or coercive practices during bidding process
 - b) if the successful Bidder fails to:
 - i. accept the correction of its Bid Price pursuant to **ITB. 35**;
 - ii. accept the letter of award or fails to sign the Contract in accordance with **ITB. 42**;
 - iii. furnish a Contract Performance Security in accordance with **ITB. 43**;
 - iv. withdraw the deviations proposed by him in the Bid at the cost of withdrawal mentioned by him in Form: 11 of Section VIIA of his Bid.
- ITB.24.7. The Bid Security of a JV must be in the name of the lead member.

ITB. 25. Signing of Bids

- ITB.25.1. The Bidder shall prepare one (1) original and copies (number as specified in BDS of the complete set of documents constituting the Bid as described in **ITB. 18**, and



clearly mark each as "Original Bid" and 'Copy No: 1', 'Copy No: 2', etc. In the event of any discrepancy between the copies and original Bid, the original shall prevail. The BDS, GCC, SCC, Technical Specifications and Drawings including any clarifications and/ or amendments thereto, duly sealed and signed by an authorized signatory of the Bidder as a condition of acceptance.

- ITB.25.2. The original and all copies of the Bid shall be in indelible ink and shall be signed by a person/persons duly authorized by the Bidder with official seal as per the power of attorney. However, any published document submitted along with the Bid shall be signed by the authorized signatory (ies) at least on the first page and last page of such document.
- ITB.25.3. A Bid submitted by a JV shall be signed by the authorised signatory of the lead member so as to be legally binding on all members.
- ITB.25.4. Any interlineations, erasures, overwriting, cutting or alteration shall only be valid if they are initialed by the authorized signatory (ies) to the Bid.

D. SUBMISSION OF BIDS

ITB. 26. Submission of Bids

- ITB.26.1. Each Bidder, including its Affiliate, shall be permitted to submit only one Bid against any NIT. In case, a Bidder and its Affiliate has submitted separate Bids, against the same NIT, all such Bids shall be rejected.
- ITB.26.2. Bids shall be delivered by hand, courier or registered post so as to reach DGPC at the address specified in BDS on or before the date and time mentioned in BDS. Bids submitted by telex / telegram / fax / e-mail shall not be considered under any circumstances. DGPC shall not be responsible for any delay in receipt of the Bid.
- ITB.26.3. In case of hand delivery, Bids shall be deposited in a sealed Tender Box (if specified in the BDS) or handed over to the Nodal officer at the address as specified in BDS.
- ITB.26.4. Bids shall be submitted in the manner specified in the BDS as under:
- ITB.26.4.1. Bids are to be submitted in a single closed cover Envelope containing Envelope I and Envelope II (in case of Single Stage Single Envelope) or Envelope I, Envelope II and Envelope III (in case of Single Stage Two Envelope) with superscription on each envelope as specified in the BDS.
- ITB.26.4.2. All envelopes shall be sealed with adhesive or other sealant to prevent reopening and be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder.
- ITB.26.4.3. If the envelopes are not sealed and marked as above, DGPC shall assume no responsibility for the misplacement or premature opening of the Bid.
- ITB.26.5. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the procedures specified in the BDS.



ITB. 27. Deadline for Submission of Bids

- ITB.27.1. Bids must be received by DGPC in accordance with **ITB. 26**. In the event of the specified date for submission of Bids being declared a holiday for DGPC, the Bids will be received up to the specified time on the next working day. Such postponement of date will not have any impact on the other dates specified in the Bidding Documents (i.e. Bid validity and validity of Bid Security).
- ITB.27.2. DGPC may, at its discretion, extend the deadline for the submission of Bids/ opening of Bids by issuing an addendum and hosting the same on the website, in which case all rights and obligations of DGPC and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- ITB.27.3. In the event, the deadline for submission of Bid is extended by DGPC, the Bidders who have already submitted their Bids within the original deadline of submission shall have the option to submit their revised Bid in substitution either in full or in part of earlier Bid. In the absence of a revised Bid, the original Bid shall be considered for opening and subsequent evaluation if otherwise in order. Wherever, the Bidder has submitted the revised Bid in modification of earlier Bid, the earlier Bid shall be returned unopened to the Bidder.

ITB. 28. Late Bids

- ITB.28.1. Any Bid received by DGPC after the Bid submission deadline as per **ITB. 27** will be declared late, rejected and returned unopened to the Bidder.

ITB. 29. Withdrawal, Substitution or Modification of Bids

- ITB.29.1. A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written withdrawal/ substitution/ modification notice prior to the deadline for submission of Bids, duly signed by an authorized representative, including a copy of the authorization as per the power of attorney. The Bid requested to be withdrawn shall be returned unopened to the Bidder.
- ITB.29.2. The withdrawal, substitution or modification of the Bid must accompany the respective written notice and must be:
- a) submitted in accordance with **ITB. 26** and, in addition, the respective cover envelopes shall be clearly marked "WITHDRAWAL" "SUBSTITUTION" or "MODIFICATION;" and
 - b) received by DGPC prior to the deadline prescribed for submission of Bids, in accordance with **ITB. 27**.
- ITB.29.3. No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by DGPC in **ITB.23.1** or any extension thereof pursuant to **ITB.23.2**.
- ITB.29.4. Withdrawal, substitution or modification of a Bid between the deadline for submission of Bids and expiration of the period of Bid validity (or any extension thereto) shall result in the forfeiture of the Bid Security pursuant to **ITB.24.6**. If the lowest or the lowest evaluated Bidder withdraws his Bid between the periods specified pursuant to **ITB. 23**, the Bid security of the Bidder shall be forfeited.



E. BID OPENING, EVALUATION AND COMPARISON

ITB. 30. Bid Opening

- ITB.30.1. DGPC shall conduct the Bid opening at the address, date and time specified in the BDS. Any specific electronic Bid Opening procedures required if electronic bidding is permitted shall be as specified in the BDS.
- ITB.30.2. Bidders or their authorized representatives (not more than two) who have submitted the Bids shall be allowed to attend the Bid opening. Bidders who choose to attend shall sign the attendance sheet provided in the record of Bid opening with their name designation, firm name and phone number or any other particulars as may be required. Bidders who chose to attend the opening shall not be allowed to speak on matters related to the Bid until and unless required by the committee members or by seeking permission from the Chairperson by raising hand. Bidders who have any complain with regard to the Bid opening shall write in the complaint sheet and duly sign the sheet.
- ITB.30.3. The written withdrawal notice duly signed by an authorized representative of the Bidder for withdrawal of Bids, if any, shall be read out and such Bids shall be returned to the Bidder unopened.
- ITB.30.4. Written substitution/ modification notice duly signed by an authorized representative of the Bidder in accordance with ITB.29.1 shall be read out and corresponding cover envelopes marked "SUBSTITUTION"/ "MODIFICATION" shall be opened. Substituted Bids shall be exchanged with the corresponding Bid being substituted, which shall not be opened, but returned to the Bidder. In case of single stage two envelope system, technical and financial modifications shall be submitted sealed in two separate envelopes.
- ITB.30.5. The following information shall be publicly announced during the Bid opening for the Bidders to note:
- a. The name of the Bidder;
 - b. The presence or absence of Bid security and its amount;
 - c. The total price offered (applicable for Single Stage Single Envelope);
 - d. Discounts offered, (applicable for Single Stage Single Envelope);
 - e. Alternative Bids, if any;
 - f. Such other details as DGPC may consider appropriate.
- ITB.30.6. DGPC shall prepare a record of the Bid Opening, which shall include the information disclosed to those present. The record of the Bid Opening shall include, as a minimum:
- a) the NIT title and reference number;
 - b) the Bid submission deadline date and time;
 - c) the date, time and place of Bid opening;



- d) Bid prices, offered by the Bidders, including any discounts and alternative offers (applicable for single stage single envelope);
- e) the presence or absence of Bid Security and, if present, its amount;
- f) the name and nationality of each Bidder;
- g) the names and signature of attendees at the Bid opening, and name of the Bidders they represent (if any);
- h) details of any complaints or other comments made by attendees/representatives attending the Bid opening, including the names and signatures of the attendees/representatives making the complaint(s) and/or comment(s); and
- i) the names, designations and signatures of the members of the Bid Opening Committee.

ITB.30.7. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's representatives' signature on the record shall not invalidate the contents and effect of the record.

ITB.30.8. The Bid form including appendices to Bid form, Bill of Quantities, Price Schedules, Bid Securities, any discounts offered, and any other important documents shall be initialed by all members of the Bid Opening Committee/Tender Committee. All corrections/overwriting will be noted and recorded on each page of the Bill of Quantities. The Bid evaluation will be done using the copies while the original will be kept in safe custody.

ITB.30.9. In the case of Single Stage Two Envelope Bids, on the deadline for submission of Bid the non-financial Bid shall only be opened. The date for opening of the Price Bid shall be intimated at the appropriate time to the Bidders whose Bid is found responsive in the techno-commercial evaluation. The Bid shall be opened on the date and time so specified in the presence of representatives of the Bidder. During the Price Bid opening the following information shall be publicly announced for the Bidders to note:

- a. The name of the Bidder;
- b. The total price offered;
- c. Discounts offered;
- d. Alternative Bids, if any;
- e. Such other details as DGPC may consider appropriate.

ITB. 31. Confidentiality

ITB.31.1. Except as may be required by law, information relating to the examination, clarification, evaluation, comparison and post-qualification of Bids, and recommendation of Contract Award, or any other matter concerning the Bid shall not be disclosed to Bidders or any other persons not officially concerned with such process after the public opening of the Bids until issuance of the Letter of Award.



- ITB.31.2. Subject to **ITB. 32**, no Bidder shall contact DGPC on any matter related to its Bid from the time of the opening of the Bid to the time the Contract is awarded. Any attempt by a Bidder to influence DGPC in the examination, evaluation, comparison and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- ITB.31.3. Notwithstanding **ITB.31.2**, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact DGPC on any matter related to the bidding process, it should do so in writing.
- ITB.31.4. The Bidder shall not communicate or use in advertising, publicity or in any other medium, photographs of the Works under this Contract, or description of the Site, dimension, quantity, quality or other information, concerning the Works unless prior written permission has been obtained from DGPC.
- ITB.31.5. All documents, correspondence, decisions and other matters concerning the Contract shall be considered of confidential and restricted nature by the Bidder and he shall not divulge or allow access thereto by any unauthorised persons.

ITB. 32. Clarification of Bids

- ITB.32.1. To assist in the examination, evaluation, comparison and post-qualification of the Bids, DGPC may, at its discretion, ask any Bidder for a clarification on its Bid including justification and breakup of the rates quoted. Any clarification submitted by a Bidder that is not in response to a request by DGPC shall not be considered. The documents/information so submitted in response to DGPC request shall be as of the date prior to the date of the bid submission. Events occurring after the date of submission of the bid shall not be considered for evaluation of the Bid. DGPC's request for clarification and the response thereto shall be in writing. DGPC may also seek any document in support of meeting the Qualification Requirements only for those mentioned in the Bid.
- ITB.32.2. No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by DGPC in the evaluation of the Bids, in accordance with **ITB. 35**.
- ITB.32.3. If a Bidder does not provide clarifications/documents of its Bid by the date and time set in DGPC's request for clarification, its Bid may be rejected.

ITB. 33. Responsiveness of Bids

- ITB.33.1. For the purpose of this clause, a substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation, objection, conditionality or omission.
- ITB.33.2. DGPC shall examine the Bid to confirm that the bid is substantially responsive and all terms and conditions specified in the Bidding Documents have been accepted by the Bidder without any material deviation, reservation, objection, conditionality or omission. DGPC's determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.
- ITB.33.3. A material deviation, reservation, objection, conditionality or omission is one that:



- a) affects in any substantial way the scope, quality or performance of Contract;
or
- b) limits in any substantial way or is inconsistent with the Bidding Documents, DGPC's rights or the Bidder's obligations under the proposed Contract; or
- c) if rectified would affect unfairly the competitive position of other Bidders presenting responsive Bids; or
- d) is incomplete or does not include all the scope of Work covered in the technical specifications.

ITB.33.4. If a Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by DGPC and the same cannot subsequently be made responsive by the Bidder by correction of the material deviation, reservation, conditionality or omission.

ITB.33.5. DGPC may waive any minor infirmity, non-conformity or irregularity in a Bid that does not constitute a material deviation, reservation or omission, whether or not identified by the Bidder in its Bid and that does not prejudice or affect the relative ranking of any Bidder, as a result of the technical and commercial evaluation pursuant to ITB. 34, ITB. 35 and ITB. 36. DGPC may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material deviations or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of the Bid.

ITB. 34. Technical Evaluation

ITB.34.1. DGPC will carry out a detailed technical evaluation of the Bids previously determined to be substantially responsive as per ITB. 33 in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, DGPC will examine and compare the technical aspects of the bids on the basis of the information supplied by the Bidders, taking into account the following factors:

- a) overall completeness and compliance with the Technical Specifications and Drawings as specified in Section VI: Technical Specifications; deviations from the Technical Specifications as identified as per ITB.18.1.2 (m) to the Bid; suitability of the Works/ services offered in relation to the environmental and climatic conditions prevailing at the Site. The Bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness;
- b) Where alternative Bid have been allowed in accordance with ITB. 17, and offered by the Bidder, DGPC will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

ITB.34.2. At the time of award of Contract, if so desired by the DGPC the Bidder shall withdraw these deviations listed in Form 11 of Section VIIA at the cost of withdrawal



stated by him in the Bid. In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated in the Bid, his Bid will be rejected and bid security forfeited.

ITB. 35. Correction of Arithmetical Errors in Price Bid

- ITB.35.1. Arithmetical errors will be corrected at the time of evaluation of Price Bid and the corrected figure will be considered as evaluated Bid price. The corrections in the Bid price shall be done as per the provisions of this clause and shall be binding on the Bidder. If the Bidder does not accept the correction of errors as per the provisions of this clause, the Bid will be rejected, and the Bid security will be forfeited.
- ITB.35.2. If there is a discrepancy between the product of unit price and quantity for any item, and the total price for such item, the product of unit price and quantity will prevail and the total price shall be corrected unless in the opinion of DGPC, there is an obviously gross misplacement of decimal point in the unit rate, or ignoring to put any zero or putting any extra Zero in the unit price in which case, the total of line item as quoted will govern and unit rate will be corrected accordingly.
- ITB.35.3. If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail, and the total price shall be corrected.
- ITB.35.4. If there is a discrepancy between words and figure of the total price for each item, wherever the Bid document requires the figures to be written in both words and figures, the amount in words will prevail unless the amount expressed in word has an arithmetic error.
- ITB.35.5. In case the Bidder has not filled up unit price against any item, DGPC shall treat the price of unfilled items as zero for the purpose of evaluation, comparison and award (if such Bidder emerges as the lowest evaluated Bidder), with the assumption that the cost have been absorbed elsewhere in the Price Bid.
- ITB.35.6. In case price for any specific item is given by a Bidder as lump sum instead of unit rates as required, DGPC reserves the right to arrive at unit rate on the basis of dividing the quoted lump sum amount by the specified quantity in the Bill of Quantity. In case of multiple items if the Bidder has quoted a lump sum price, in the event such Bidder is declared successful, the break-up of unit prices shall be discussed and agreed during the pre-award discussions with the Bidder subject to the lump-sum amount as quoted by the Bidder, and the break-up as agreed shall form part of the Letter of Award.

ITB. 36. Evaluation and Comparison of Bids

- ITB.36.1. DGPC shall evaluate each Bid, which has been determined, to be substantially responsive in terms of ITB. 33 and ITB. 34, and Bidders meet the qualification criteria. The evaluation of bids shall be done based on the factors, methodologies and criteria defined in ITB. 36.
- ITB.36.2. To evaluate and compare Bids, DGPC shall consider the following:



- a) the Bid Price, as quoted in accordance with ITB. 20 in the priced Bill of Quantities;
- b) price adjustment for correction of arithmetic errors in accordance with ITB. 35;
- c) price adjustment due to discounts offered in accordance with ITB.20.4;
- d) The cost of withdrawal of declared deviations as per Form: 11B of Section VIIA and in accordance with ITB.36.4;
- e) The domestic preference as may be permitted as per ITB.36.9.

ITB.36.3. DGPC's evaluation of a bid shall exclude and not take into account any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid.

ITB.36.4. The evaluation shall be based on the evaluated cost of fulfilling the Contract in compliance with all commercial, contractual and technical obligations under the Bidding Documents. In arriving at the evaluated cost, the price for withdrawal of deviations shown in Form 11B of Section VIIA of the Bid will be used. Where necessary, if cost of withdrawal of any deviation is not given in the said Form, the DGPC will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of Bids.

ITB.36.5. The total comparison price shall be calculated based on ITB.36.2. DGPC shall compare the total comparison price of all substantially responsive Bids of qualified Bidders to determine the lowest evaluated Bid.

ITB.36.6. If the Bid price of the lowest evaluated Bid appears abnormally low and/or seriously unbalanced, DGPC may require the Bidder to produce written explanations of justifications and detailed price analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. Abnormally low Bid may or may not be accepted. If DGPC decides to accept the abnormally low Bid /or the bid with serious unbalanced rates after considering the above, the Bidder shall be required to provide additional differential security in addition to the performance security equivalent to the difference between the estimated and quoted price to a maximum of (ten percent) 10% of the quoted price, to protect DGPC against any financial loss in the event of default of the successful Bidder under the Contract. If the prices of all the received bids are abnormally high in the discretion of the DGPC, then the DGPC may seek justification from the bidder for the high rates and if necessary negotiate with the lowest evaluated bidder and may reject the bid if considered to be abnormally higher than the estimated cost.

ITB.36.7. The basic consideration and the essence of the Contract shall be the strict adherence to the time schedule specified in the SCC after the Effective Date of the Contract as incorporated in the Contract Agreement for completion of Works. Bidders are required to base their prices on the time schedule given in Section VI, Technical Specifications. No credit will be given for earlier completion for the purpose of evaluation.



ITB.36.8. DGPC reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for DGPC shall not be taken into account in Bid evaluation.

ITB.36.9. As indicated in the BDS, Domestic Bidders may receive a margin of preference in Bid evaluation, for which this clause shall apply.

ITB.36.10. A domestic Bidder shall provide all evidence necessary to prove that it meets the following criteria to be eligible for a margin of preference in the comparison of its Bid with those of Bidders who do not qualify for the preference.

A domestic bidder shall:

- a. Be registered within Bhutan constituted under and governed by the civil, commercial or public law of Bhutan, and have its statutory office, central administration or principal place of business there;
- b. Have majority ownership by nationals of Bhutan
- c. Not subcontract more than twenty percent (20) percent of the Contract Price, excluding provisional sums, to foreign contractors, suppliers and/or consultants

If there are more than one Domestic Bidder within the five percent range of the L1 evaluated foreign bidder then the Domestic Bidder having the ranking next to the lowest foreign bidder shall be eligible for preference. .

ITB.36.11. JVs, Consortia (C) and Associations (A) of domestic firms may be eligible for the margin of preference provided that:

- a) the individual partners satisfy the criteria of eligibility of **ITB.36.10 a and b**;
- b) the JV/C/A is registered in Bhutan;
- c) the JV/C/A does not subcontract more than ten percent (10%) of the Contract Price, excluding provisional sums, to foreign firms; and
- d) the JV/C/A satisfies any other criteria specified for the purpose of domestic preference eligibility, as specified in the BDS.

ITB.36.12. The procedure used to apply the margin of preference shall be as stipulated in the BDS.

ITB. 37. Post-qualification of the Bidder

ITB.37.1. DGPC shall determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive Bid is qualified in terms of the qualification requirements stipulated in the BDS and have capacity and capability to perform the Contract.

ITB.37.2. The determination shall be based upon an examination of the documentary evidence, including its authenticity, of the Bidder's qualifications and capacity & capability, submitted by the Bidder as per Form 6: Information for Meeting



Qualification Requirement (QR) of SECTION VIIA as well as such other information as the DGPC deems necessary and appropriate.

ITB. 38. Druk Green's Right to Accept any Bid, and to Reject any or all Bids

ITB.38.1. DGPC reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders or any obligation to inform the affected Bidders of the grounds for such action of the DGPC.

F. AWARD OF CONTRACT

ITB. 39. Award Criteria

ITB.39.1. Subject to ITB. 36 and ITB. 37, DGPC will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and to be the lowest evaluated Bid based on Bid evaluation and the Bidder meets the standards of capability and financial resources as provided in the Bidding Documents. DGPC shall be the sole judge in this regard.

ITB. 40. Notification of Award

ITB.40.1. Prior to expiry of the period of Bid validity, DGPC will notify the successful Bidder, by a notification of award or in the form of letter of intent/ letter of award, in writing, that its Bid has been accepted indicating the award price. The successful bidder shall return a copy of the Letter of Award to DGPC after duly recording "Accepted Unconditionally" under the signature of the authorised signatory within seven (7) days of the date of notification of award.

ITB.40.2. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract between the successful Bidder and DGPC.

ITB.40.3. Upon the successful Bidder's furnishing of the performance security pursuant to ITB. 43, DGPC will promptly notify each unsuccessful Bidder and will return its Bid Security.

ITB. 41. Debriefing by DGPC

ITB.41.1. On receipt of DGPC's Notification of Award referred to in ITB. 40, an unsuccessful bidder has three (3) working days to make a written request to DGPC for a debriefing. DGPC shall provide a debriefing to all unsuccessful bidders whose request has been received within this deadline.

ITB.41.2. Where a request for debriefing has been received within the deadline, DGPC shall provide a debriefing within five (5) working days.

ITB.41.3. DGPC shall discuss only such Bid and not the bids of other competitors. The debriefing shall not include:

- a. point-by-point comparisons with another Bid; and
- b. information that is confidential or commercially sensitive to other Bidders.



ITB.41.4. The Purpose of debriefing is to inform the aggrieved bidder of the reasons for lack of success, pointing out the specific shortcomings in its bid without disclosing contents of other bids.

ITB. 42. Signing of Contract Agreement

ITB.42.1. Upon accepting the unconditional “Letter of Award”, the successful bidder will submit the Performance Security to DGPC within thirty (30) days of Letter of Award.

ITB.42.2. Once the Performance Security is received, DGPC shall send the successful Bidder the Contract Agreement as per Form 19 of Section VIIB.

ITB.42.2.1. Within thirty (30) days of receipt of the Contract Agreement, the successful Bidder shall sign, date and return the Contract Agreement to DGPC.

ITB. 43. Contract Performance Security

ITB.43.1. The successful Bidder shall submit the performance security equal to ten percent (10%) of the Contract Price in accordance with GCC.18. The performance security shall be valid till thirty (30) days beyond the Defect Liability Period. DGPC reserves the right to verify independently the genuineness of the performance security from the issuing bank or a correspondent bank of such issuing bank in the Kingdom of Bhutan.

ITB.43.2. The performance security shall be submitted as an irrevocable bank guarantee in the form provided for in Form 20 of Section VIIB. The Performance Security can also be submitted in the form of demand draft if so specified in the BDS.

ITB.43.3. Failure of the successful Bidder to submit the above-mentioned performance security or accept the award or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security. In that event DGPC may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by DGPC to be qualified to perform the Contract satisfactorily or call for fresh bids.

ITB.43.4. The validity of the Performance Security shall be extended by the successful bidder whenever any time extension for contract completion is granted by DGPC.

ITB.43.5. If the contractor fails to remedy any reported defect within the Defect Liability Period, the DGPC shall be entitled to remedy the defect at the expense of the successful Bidder and appropriate the cost of such remedying defects out of the Performance Security.

ITB.43.6. On completion of the Defects Liability Period, the Project Manager shall issue a no Defect Liability Certificate to the contractor and release the retention money and/ or bank guarantee as available within fifteen (15) days from the issue of certificate.

ITB. 44. Retention Money

ITB.44.1. If the Executed Contract value exceeds Contract Value, then Retention Money of 10% of the exceeded amount in addition to the Performance security already



submitted shall be deducted from the running bills and retained till the end of the Defect Liability Period.

- ITB.44.2. The Retention Money or part thereof may be returned to the contractor on completion of the Defect Liability Period. After completion of the work, the retention money may be returned to the contractor against his submission of a bank guarantee, acceptable to the Procuring agency. Such bank guarantee shall be valid until the issue of a No Defect Liability Certificate.
- ITB.44.3. If the contractor fails to remedy any reported defect within the Defects Liability Period, the DGPC shall withhold the payment or realize claims from the Retention Money, of an amount, which in the opinion of the DGPC, represent the cost of the defects to be remedied
- ITB.44.4. On completion of the Defects Liability Period, the Engineer In-charge shall issue a no Defect Liability Certificate to the contractor and release the retention money and/ or bank guarantee as available within fifteen (15) days from the issue of certificate.

G. PERFORMANCE EVALUATION

ITB. 45. Performance Evaluation of Contractor

- ITB.45.1. A contractor performance evaluation is a standardized, systematic and objective assessment of a contractor's performance on a specific project contract.
- ITB.45.2. The performance evaluation criteria shall be used by each Project Manager/Site Engineer immediately with the commencement of any work or services after the award of contract. The contractors shall be evaluated as the work progresses.
- ITB.45.3. The Performance Evaluation System for Contractors is described at SECTION VIII of this Bidding Document.
- ITB.45.4. The Contractor is required to sign and submit Form 14: Performance Evaluation System Acceptance along with their bid.



SECTION III – BID DATA SHEET

BID DATA SHEET

The following Bid specific data for the Works to be procured shall amend and/or supplement the clauses in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

ITB Clause Reference	Data
A. INTRODUCTION	
ITB.2.1	DGPC intends to finance this procurement through: <i>[Its own funding]</i>
ITB 5.4	The Bidder <i>["is not"]</i> required to be represented by an agent in Bhutan. The name and contact details and consideration payable to such agent shall be indicated in Form 12 of Section VIIA where required.
ITB.7.2	Insert names of the countries from which contracting of Works or any payments to persons or entities in that country are prohibited: NA.
ITB.8.1 and ITB.18.1.2(k)	Whether Joint Venture Bids are permitted: <i>["No"]</i> .
B. BIDDING DOCUMENTS	
ITB.11.1, ITB.11.4 and ITB.14.1	<p>Clarifications on Bidding Documents may be obtained from</p> <p>Name: Sonam Choden Designation: Junior Engineer Address: Contract & Procure Division, THP, Rinchentse. Telephone: +975 17492638. Fax: NIL E-mail: s.choden2126@drukgreen.bt</p> <p>Date & Time up to which clarification requests will be received: Date: 08.04.2024. Time: 16:30 hrs (Bhutan Time).</p>
ITB.12.1 and ITB.12.2	Site Visit: Mandatory and failure to submit Site Visit Certificate will lead to rejection of the bid.
ITB.13.1	Pre-bid Meeting: NA.
C. PREPARATION OF BIDS	
ITB.17.1	Alternative Bids <i>["shall not be"]</i> permitted.
ITB.18.1.2(d)	<p>Deviation to any of these clauses anywhere in the Bid shall not be permitted:</p> <ul style="list-style-type: none"> i. Governing Laws GCC.8 ii. Settlement of Disputes GCC.9 iii. Contract Performance Security GCC.18



ITB Clause Reference	Data
	iv. Patent Indemnity GCC.22 v. Defect Liability GCC.37 vi. Limitations of Liability GCC.38 vii. Time for Commencement and Completion GCC.11
ITB.8.2 and ITB.37.1	<p>In addition to the requirements specified in ITB.18.1.2 (g) the following Qualifying Requirement has to be met by the Bidder:</p> <p>(A) Financial: NA.</p> <p>(i) [insert financial parameters as considered appropriate]</p> <p>(ii) Net-worth of the Bidder for the financial year immediately preceding the date of Bid Opening shall be equal to [insert value].....;</p> <p>[Net worth for this purpose shall be defined as:</p> <p>= Paid up share capital</p> <p>Add: Reserves net of losses</p> <p>Subtract: Revaluation reserves</p> <p>Subtract: Intangible Assets</p> <p>Subtract: Miscellaneous expenditures to the extent not written off]</p> <p>(iii) Average annual turnover for last.....[insert no. of years in words and figures between three to five] immediately preceding the last date of Bid submission shall be equal to [insert value].....;</p> <p>In case where the bidders do not have the operations for the number of completed financial years as prescribed above , the annual turnover of the bidder for the completed financial years immediately preceding the last date for submission of Bids based on audited accounts as available shall be considered but for the purpose of calculation of the average annual turnover, the turnover shall be divided by the number of years prescribed and the figures so obtained shall be compared with the prescribed qualifying requirement.</p> <p>The value of completed works or turnover for the part of the financial year shall also be considered for the purpose of meeting the qualification criteria in regard to turnover provided the bidder has completed at least its operations for one (1) financial year. The value of completed works for part of the financial year shall be considered based on the certificate issued by the Chartered Accountant. In such cases also, the average annual turnover will be calculated by dividing the turnover for the period available by the number of years as prescribed</p>



ITB Clause Reference	Data																										
	<p>The financial qualification requirements regarding Net Worth and Average Annual Turnover can be met jointly by the members of the Joint Venture, where the Bidder is a Joint Venture, provided that each member shall meet a minimum requirement of (insert percentage) % of the prescribed financial parameters.</p> <p>(iv) The Bidder must have following credit facilities:</p> <p>a. BG Limits[insert value].....</p> <p>b. LC Limits.....[insert value].....</p> <p>c. Overdraft/ Cash credit Limits.....[insert value].....</p> <p>(B) Technical:</p> <p>(i) The skilled and experienced manpower required for the timely and quality execution of the work to be made available for the Contract by the Bidder shall be:</p> <table border="1" data-bbox="485 958 1321 1093"> <thead> <tr> <th>Sl#</th> <th>Description</th> <th>Qualification</th> <th>No.</th> <th>Document Required</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Site Supervisor</td> <td>Minimum TTI passed</td> <td>1</td> <td>1. Certificate Copy 2. CID Copy</td> </tr> </tbody> </table> <p>(ii) The essential construction equipments to be made available for the Contract by the Bidder shall be as follows;</p> <table border="1" data-bbox="485 1234 1326 1597"> <thead> <tr> <th>Sl. No.</th> <th>Equipment</th> <th>Qty.</th> <th>Document Required</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Concrete Mixer</td> <td>1 No.</td> <td>Ownership document/ hiring agreement</td> </tr> <tr> <td>2</td> <td>Concrete Vibrater</td> <td>1 No.</td> <td>Ownership document/ hiring agreement</td> </tr> <tr> <td>3</td> <td>Welding Machine</td> <td>1 No.</td> <td>Ownership document/ hiring agreement</td> </tr> </tbody> </table> <p>(iii) The safety equipment shall be made available during the execution of the work by the bidders for the safety purpose. If such protective equipment is no provided shall be liable to pay a fine as per “Regulation on Occupational Health, Safety and walfare, 2022”.</p>	Sl#	Description	Qualification	No.	Document Required	1	Site Supervisor	Minimum TTI passed	1	1. Certificate Copy 2. CID Copy	Sl. No.	Equipment	Qty.	Document Required	1	Concrete Mixer	1 No.	Ownership document/ hiring agreement	2	Concrete Vibrater	1 No.	Ownership document/ hiring agreement	3	Welding Machine	1 No.	Ownership document/ hiring agreement
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2	Concrete Vibrater	1 No.	Ownership document/ hiring agreement																								
3	Welding Machine	1 No.	Ownership document/ hiring agreement																								



ITB Clause Reference	Data
	<p>(C) Bid Capacity: NA.</p> <p>The Bid capacity of the Bidder shall be computed as follows:</p> <p>Assessed available Bid capacity= (A*N*2 – B), where,</p> <p>A = Maximum total value of all Works executed in any one year out of the last five years (updated to the current price level by adding 5% per year)</p> <p>N = Time period prescribed for the completion of Work under evaluation i.e. (specify duration in years)</p> <p>B = Value of existing commitments and on-going works to be completed.</p> <p>The assessed Bid capacity of the Bidder should be more than the proposed value of Contract to be awarded. However, where the lowest evaluated bidder irrespective of whether it meets the requirement of bid capacity, if the bidder is having five similar works in hand pending completion, such bidders shall be deemed not to have the bid capacity to undertake the proposed work and DGPC shall reject the bid of such bidder and consider the next lowest evaluated bidder.</p>
ITB.18.1.25	<p>The Bidder shall submit with its Bid the following additional documents:</p> <p>Work Schedule: NA</p>
ITB.21.1 and ITB.21.2	<p>The prices quoted by the Bidder [<i>“shall not”</i>] be adjustable.</p>
ITB.22.1	<p>The foreign currencies of the Bid to be quoted in Form 17B of Section VIIA, shall be any one of the following: NA.</p>
ITB.23.1	<p>The Bid shall be valid till: 9.06.2024.</p>
ITB.24.1	<p>The amount and currency of the Bid Security shall be: [BTN. 121,000.00].</p>
ITB.24.2(d)	<p>The Bid Security shall be valid till: 9.07.2024.</p>
ITB.25.1	<p>In addition to the original of the Bid, the number of copies of the Bid required shall be: [One Copy].</p>
D. SUBMISSION OF BIDS	
ITB.26.2 and ITB.26.3	<p>Bids to be addressed to and submitted to:</p> <p>Designation: Head of Plant, Address: Tala Hydropower Plant, DGPC, Rinchentse. Telephone: +975 17609242. Fax: NIL E-mail: y.jamtsho784@drukgreen.bt</p> <p>Date & Time up to which Bid will be received:</p>



ITB Clause Reference	Data
	Date: 10.04.2024. Time: 13:00 hrs (Bhutan Time).
ITB.26.4	The Mode of Tendering is [“Single Stage Single Envelope”]
ITB.26.4.1	<p>[Single Stage Single Envelope]</p> <p>1. Single Stage Single Envelope</p> <p>Superscript of Cover Envelope:</p> <p>“CONFIDENTIAL”</p> <p>“Bid for “Renovation of Old Gup’s office at Rinchentse Lhakhang, THP” bearing NIT No. THP0012/2024 Date 26.03.2024.</p> <p>Not to be Opened Before Due Date for Opening on: 10.04.2024 at 14:30 hrs BST.</p> <p>“Authorised Representative of DGPC: Younten Jamtsho, Head of Plant, THP, Rinchentse, Tala”.</p> <p>Superscript of Envelope 1:</p> <p>“Bid Security for “Renovation of Old Gup’s office at Rinchentse Lhakhang, THP” bearing NIT No. THP0012/2024 Date 26.03.2024</p> <p>Name of Bidder:</p> <p>Superscript of Envelope 2:</p> <p>Bid for “Renovation of Old Gup’s office at Rinchentse Lhakhang, THP” bearing NIT No. THP0012/2024 Date 26.03.2024</p> <p>Name of Bidder:</p> <p>Not to be Opened Before Due Date for Opening on: 10.04.2024 at 14:30 hrs BST.</p>
ITB.26.5	Bidders [“shall not”] have the option of submitting their Bids electronically.
E. BID OPENING, EVALUATION AND COMPARISON	
ITB.30.1	Venue: THP, Conference Hall, Rinchentse. Date: 10.04.2024. Time (Bhutan Time): 14:30 hours.
ITB.36.9	Margin of domestic preference of five percent (5%) [“shall not”] apply.
ITB.36.11(d)	Other criteria to be used for the purpose of assessing domestic preference eligibility are: [“none”]
ITB.36.12	The procedure used to apply the margin of preference shall be: NA. In the case of procurements in which any Bids are received from foreign (i.e. non-Bhutanese) Bidders



ITB Clause Reference	Data
	a) if two or more Bids are evaluated as equivalent in accordance with the evaluation methods and factors laid down in the Bidding Documents, and b) one or more of the Bids is from a domestic Bidder, as defined in ITB.36.10 , and c) the total price of the domestic Bid does not exceed by more than ten percent (10%) the total price of the lowest priced foreign Bid evaluated as equivalent, then the Contract shall be awarded to the domestic Bid
F. Award of Contract	
ITB.43.2	<i>The Performance Security shall be submitted in the form of an irrevocable Bank Guarantee/Demand Draft.</i>
ITB. 43 and ITB. 44	NA.



SECTION IV – GENERAL CONDITIONS OF CONTRACT

SECTION IV – GENERAL CONDITIONS OF CONTRACT

A. CONTRACT AND INTERPRETATION

GCC.1. Definitions

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

- i) “Affiliate” means business concerns, organisations, or individuals that control each other or that are controlled by a common third party. Control may include shared management or ownership, common use of facilities, equipments and employees; or family interest;
- ii) “Bid” means an offer to execute the Works submitted by the Bidder to DGPC in accordance with the terms and conditions set out in the Bidding Documents inviting such offers. The term “Tender” is synonymous with the term “Bid”;
- iii) “BDS” means the Bid Data Sheet;
- iv) “Bidder” means an eligible legal entity or Joint Venture that participates in a competitive bidding process governed by the Bidding Documents; the terms “Bidder” and “Tenderer” are synonymous;
- v) “Bill of Quantities” means the priced and completed Bill of Quantities forming part of the Bid;
- vi) “Bidding Documents” means the set of documents issued by DGPC to potential Bidders in which the specifications, terms and conditions of the proposed procurement are prescribed. The terms “Bidding Documents”, “Tender Documents” and “Bid Documents” are synonymous;
- vii) “Contract” means formal agreement(s) in writing entered into between DGPC and the Contractor on mutually agreed terms and conditions including the Contract Documents referred therein and amendments thereto pursuant to the Letter of Award issued by DGPC and accepted by the Contractor and which are in compliance with all the relevant provisions of the Governing Law of the Contract as per **GCC.8**;
- viii) “Contract Document” means the documents referred in Contract Agreement and shall in particular, consist of documents specified in **GCC.2.5** including any amendments thereto;
- ix) “Contract Price” means the aggregate price payable to the Contractor as specified in the Contract at the time of award, subject to such additions and adjustments thereto or deductions therefrom as may be made pursuant to the provisions of the Contract till the completion of the contract, the price so adjusted shall be termed as Executed Price;
- x) “Contractor” means the Bidder whose Bid to perform the Contract has been accepted by DGPC and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor;



- xi) “Contractor’s Representative” means any person nominated or appointed by the Contractor from time to time and approved by DGPC in the manner provided in GCC.23.2 hereof to perform the duties assigned by the Contractor;
- xii) “Contractor’s Equipment” means all facilities, equipment, machinery, tools, apparatus, appliances, vehicles or things of every kind required for erection, completion and maintenance of Works that are to be provided by the Contractor, but does not include plant, equipment, materials or other things intended to form or forming part of the Works and DGPC’s Equipment, if any;
- xiii) “Day” means calendar day of the Gregorian calendar. However, "Working day" as used herein means all calendar days excluding Sundays and Government holidays in the Kingdom of Bhutan;
- xiv) “DGPC” means Druk Green Power Corporation Limited including its successors and permitted assigns;
- xv) “DGPC’s Equipments” means the apparatus, machinery and vehicles (if any) made available by DGPC for the use of the Contractor in the execution of the Works, as stated in the Technical Specifications; but does not include plant which has not been taken over by DGPC;
- xvi) “Drawings” means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by or on behalf of DGPC in accordance with the Contract;
- xvii) “Defect Liability Period” means the period of validity of the warranties given by the Contractor commencing at completion of the Works or a part thereof, if separate completion of the Works for such part has been provided in the Contract, during which the Contractor is responsible for defects with respect to the Works (or the relevant part thereof) as provided in GCC.37 hereof;
- xviii) “Effective Date” means the date of Letter of Award, or any other date as specified in the Contract Agreement, from which the Time for Completion shall be determined;
- xix) “Foreign Bidder” means any Bidder other than the Domestic Bidder;
- xx) “GCC” means General Conditions of Contract;
- xxi) “ITB” means Instructions to Bidders;
- xxii) “Joint Venture (JV)” means an association of legal entities that pool their resources and skills to undertake a large or complex Contract in the role as a Contractor, with all legal entities (members in the JV) being legally liable, jointly and severally, for the execution of the Contract in the event of a member’s withdrawal;



- xxiii) “Letter of Award” (LoA) means the letter issued by DGPC conveying the acceptance of the Bid of the successful Bidder subject to such terms and conditions as may have been stated therein;
- xxiv) “Month” means calendar month of the Gregorian Calendar;
- xxv) “Party” means the DGPC or the Contractor, as the context requires, and “Parties” means both of them;
- xxvi) “Project Manager” means the person appointed by DGPC from time to time in the manner provided in **GCC.23.1** hereof and named as such in the SCC to perform the duties delegated by DGPC inter-alia to direct, supervise and be in-charge of the Works for the purposes of the Contract and shall also include the duly authorized representative of such Project Manager;
- xxvii) “RGoB” means the Royal Government of Bhutan;
- xxviii) “SCC” means the Special Conditions of Contract;
- xxix) “Site” means the land and other places where the Works are to be executed, and to which plant and materials are to be delivered and such other land or places as may be specified in the Contract as forming part of the Site;
- xxx) “Subcontractor” means any person to whom execution of any part of the Works, including preparation of any design or supply of any plant, equipment or materials, is sub-contracted directly or indirectly by the Contractor with the consent of DGPC, and includes its legal successors or permitted assigns;
- xxxi) “Time for Completion” means the time within which completion of the Works as a whole (or of a part of the Works where a separate Time for Completion of such part has been prescribed) is to be attained in accordance with the stipulations in the SCC and the relevant provisions of the Contract;
- xxxii) “Technical Specifications” means specifications of the Works incorporated in the Bidding Documents and forming part of the Contract and includes any modification or amendment thereto or any addition thereto or any deduction therefrom, as may be made with the mutual agreement of DGPC and Contractor;
- xxxiii) “Works” shall mean the total work to be executed in accordance with the Contract or part(s) thereof, as the case may be, and shall include all extra or additional, altered or substituted works or temporary/enabling works and urgent works as required for performance of the Contract.

GCC.2. Contract Documents

GCC.2.1. All documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory of one another. The Contract shall be read as a whole. The detailed Drawings being followed shall be in



preference to small scale Drawings, figured dimensions in preference to scale and SCC in preference to GCC. In the case of discrepancy between Bill of Quantities, the Technical Specifications and/or the Drawings, the following order of precedence shall govern:

- a. Description in Bill of Quantities
- b. Particular specifications and special conditions, if any
- c. Drawings
- d. General Technical Specifications

GCC.2.2. If there are varying or conflicting provisions made within any document forming part of the Contract, the Project Manager shall be the deciding authority with regard to the intention of the document.

GCC.2.3. Any error in description, quantity or rate in Bill of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to Drawings and Technical Specifications or from any of his obligation under the Contract.

GCC.2.4. The Contract Agreement will be signed as provided in the Letter of Award in two (2) originals and the Contractor shall be provided with one signed original and the other original will be retained by DGPC. The cost of stamp duties imposed by law in connection with entry onto the Contract Agreement shall be borne by DGPC.

GCC.2.5. The Contract Document shall consist of all the engineering data, drawings and descriptive materials submitted with the Bid, complete set of Bid and Bidding Documents, copies of all the correspondence with DGPC, and any other documents as may be specified by DGPC.

GCC.2.6. The Contractor shall not, without DGPC's prior written consent, disclose the Contract, or any provision thereof, or any specification, drawing, pattern, sample or information furnished by or on behalf of DGPC in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person or any entity shall be made in confidence and shall extend only as far as necessary for purposes of such performance.

GCC.2.7. The Contractor shall not, without DGPC's prior written consent, make use of any document or information specified in **GCC.2.6** above except for the purpose of performing the Contract.

GCC.3. Interpretation

GCC.3.1. In the Contract, except where the context requires otherwise:

- a. words indicating one gender include all genders;
- b. words indicating the singular also include the plural and words indicating the plural also include the singular;



- c. provisions including the word “agree,” “agreed,” or “agreement” require the agreement to be recorded in writing; and
- d. “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

The headings and sub-headings to these GCC shall not be deemed to form part thereof or be taken into consideration in the interpretation of these conditions.

GCC.3.2. “Month” and “Year” and all dates shall be reckoned according to the Gregorian calendar.

GCC.3.3. A “law” shall be construed as a reference to such law including its amendments or re-enactments from time to time.

GCC.3.4. A “person” shall be construed as a reference to any person, firm, company, corporation, society, trust, government, or agency of a government or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests.

GCC.3.5. The words “hereof” or “herein” if and when used in the Contract Documents shall mean a reference to the Contract Documents of this Contract.

GCC.3.6. Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by duly authorized representatives of DGPC and the Contractor.

GCC.3.7. Non-waiver

- a. Subject to GCC.3.7(b) below, no relaxation, forbearance, delay or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect or restrict the rights of that Party under the Contract, nor shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract;
- b. Any waiver of a Party’s rights, powers or remedies under the Contract must be in writing, dated and signed by an authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

GCC.3.8. Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

GCC.3.9. Effect

The Contract shall be deemed to have come into full force and effect from the date of Letter of Award or any other date as specified in the SCC. This date shall be



considered as the Effective Date of the Contract. The Time for Completion shall be reckoned from the Effective Date.

GCC.3.10. Entire Agreement

The Contract constitutes the entire agreement between DGPC and the Contractor, with respect to the subject matter of Contract, and supersedes all communications, negotiations and agreements (whether written or oral) of the Parties with respect thereto made prior to the date of Contract.

GCC.3.11. Responsibility

The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the Parties hereto. Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, Subcontractors and representatives, engaged by the Contractor in connection with the performance of the Contract, shall be under the complete control of the Contractor and shall not be deemed to be employees of DGPC, and nothing contained in the Contract, or in any sub-contract awarded by the Contractor, shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and DGPC.

GCC.4. Fraud and Corruption

GCC.4.1. If DGPC determines that the Contractor and/or any of its personnel, or its agents, or its Subcontractors, and/or their employees has engaged in corrupt, fraudulent, collusive coercive, or obstructive practices, in competing for or in executing the Contract, then DGPC may, after giving fifteen (15) days notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of **GCC.48** shall apply as if such expulsion had been made under **GCC.49.1.2**.

GCC.4.2. For the purposes of this sub-clause,

- a. “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- b. “fraudulent practice” is any act or omission, including a misrepresentation, suppression of facts or disclosure of incomplete facts that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation or to influence the procurement process;
- c. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- d. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party in connection with the procurement process;



- e. “obstructive practice” is
 - i. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - ii. acts intended materially to impede the exercise of the inspection rights of DGPC or any organization or person appointed by DGPC

GCC.4.3. Any communications between the supplier and DGPC related to matters of alleged fraud or corruption must be made in writing.

GCC.5. Language

GCC.5.1. The Contract, as well as all correspondence and documents relating to the Contract exchanged between the Contractor and DGPC, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, the translation shall govern.

GCC.5.2. The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Contractor.

GCC.6. Joint Venture

GCC.6.1. If the Contractor is a Joint Venture, all such parties shall be deemed to be jointly and severally liable to DGPC for the fulfilment of the obligations under the Contract and shall designate one of such Party to act as a leader with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of DGPC.

GCC.7. Notices

GCC.7.1. Notices shall be deemed to include any approvals, consents, instructions, orders, determinations and certificates to be given under the Contract.

GCC.7.2. Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing to the address specified in the Contract.

GCC.7.3. Any notice delivered personally or sent by fax or electronic mail shall be deemed to have been delivered on date of its despatch.

GCC.7.4. Either Party may change its address at which notices are to be received by giving ten (10) days notice to other Party in writing.



GCC.8. Governing Law

- GCC.8.1. The Contract shall be governed by and interpreted in accordance with the laws of the Kingdom of Bhutan. The courts of Thimphu shall have exclusive jurisdiction in all matters arising out of the Contract unless otherwise stated in the SCC.
- GCC.8.2. The Contractor shall, in all matters arising in the performance of the Contract, obtain all permits, licenses and approvals as required by law, give all notices and pay all taxes, duties and fees required by the provisions of any statute, ordinance or other law or any regulation or by-law of any duly constituted authority of the Kingdom of Bhutan in relation to the design, execution and completion of Works and the remedying of any defects.
- GCC.8.3. The Contractor shall indemnify and hold harmless DGPC from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel including its Subcontractors and their employees.

GCC.9. Settlement of Disputes

- GCC.9.1. Amicable Settlement
- GCC.9.1.1. DGPC and the Contractor shall make every effort to resolve amicably by direct informal negotiation of any disagreement or dispute arising between them under or in connection with the contract.
- GCC.9.1.2. If the parties fail to resolve such a dispute or difference by mutual consultation within 30 days from commencement of such consultation, either part may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- GCC.9.2. Adjudication
- GCC.9.2.1. If any dispute of any kind whatsoever shall arise between DGPC and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Works– whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract – the Parties shall seek to resolve any such dispute or difference by mutual consultation. If the Parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either Party to the Adjudicator, with a copy to the other Party.
- GCC.9.2.2. The Adjudicator shall be jointly appointed by DGPC and the Contractor under the Contract. Failing agreement between the two within thirty (30) days, the Adjudicator shall be appointed under the Contract on the request of either Party by the Appointing Authority specified in the SCC. The Adjudicator so appointed shall be by mutual consent.
- GCC.9.2.3. The Adjudicator shall give its decision in writing to both Parties within thirty (30) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either DGPC or the



Contractor within fifty-six (56) days of such reference, the decision shall become final and binding upon DGPC and the Contractor. Any decision that has become final and binding shall be implemented by the Parties forthwith.

- GCC.9.2.4. Should the Adjudicator resign or die, or should DGPC and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract; another Adjudicator shall be appointed in the same manner as provided in **GCC.9.2.2**.
- GCC.9.2.5. The Adjudicator shall be paid fee plus expenditures incurred in the execution of its duties as Adjudicator under the Contract as specified in the SCC. These costs shall be divided equally between DGPC and the Contractor.
- GCC.9.3. Arbitration
- GCC.9.3.1. If either DGPC or the Contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within forty-five (45) days of a dispute being referred to it, then either DGPC or the Contractor may, within sixty(60) days of such reference, give notice to the other Party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- GCC.9.3.2. Any dispute, in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC.9.3.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Works.
- GCC.9.3.3. Arbitration proceedings shall be conducted:
- a) in accordance with the rules of procedure designated in the SCC,
 - b) in the place designated in the SCC and
 - c) in the language in which this Contract has been executed.
- GCC.9.3.4. The arbitrators shall also decide on the cost of arbitration and allocation thereof. The expenses incurred by each Party in connection with the preparation and presentation of its case prior to, during and after the arbitration proceedings shall however be borne by the respective Party.
- GCC.9.4. Notwithstanding any reference to the Adjudicator or arbitration herein:
- a) the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - b) DGPC shall pay the Contractor any monies due to it.
- GCC.9.5. The arbitration award shall be final on the Parties who shall be deemed to have accepted to carry out the resulting award without delay and to have waived their right to any form of appeal insofar as such waiver can validly be made.



B. SUBJECT MATTER OF CONTRACT

GCC.10. Scope of Contract

- GCC.10.1. The Works to be carried out under the Contract shall be as delineated in the Bidding Documents including the Technical Specifications and shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for full and entire execution and completion of the Works.
- GCC.10.2. The Contractor shall design, execute and complete the Works in accordance with the Contract and with the Project Manager's instructions, and shall remedy any defects in the Works.
- GCC.10.3. The Contractor shall arrange all inputs including but not limited to Contractor's personnel, materials, consumables and other things and services, whether of a temporary or permanent nature, required in and for design, execution, completion and remedying of defects in the Works.
- GCC.10.4. The Contractor shall acquire and pay for all permits, approvals and/or licenses from all government authorities or public service undertakings in the Kingdom of Bhutan, which such authorities or undertakings require Contractor to obtain in its own name for the execution of the Contract. If requested by the Contractor, DGPC shall use its best endeavours to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all government authorities or public service undertakings that such authorities or undertakings require the Contractor or Subcontractors or the personnel of the Contractor or Subcontractors, as the case may be.
- GCC.10.5. The Contractor shall be responsible for the adequacy, stability, and safety of all Site operations and of all methods of construction. The Contractor (i) shall be responsible for all Contractor's documents, temporary works and design of each item of plant, equipment or materials as is required for the items of works included in the Bill of Quantities as per the Technical Specifications and (ii) shall not otherwise be responsible for the design or specification of the permanent Works.
- GCC.10.6. The Contractor shall, whenever required by the Project Manager, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Project Manager.
- GCC.10.7. If the Contract specifies that the Contractor shall design any part of the permanent Works, then unless otherwise stated:
- a) the Contractor shall submit to the Project Manager the Contractor's documents for this part in accordance with the procedures specified in the Technical Specifications;



- b) these Contractor's documents shall be in accordance with the Technical Specification and Drawings, shall be written in the language for communications defined in GCC.5;
- c) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and
- d) prior to the commencement of the tests on completion, the Contractor shall submit to the Project Manager the "as- built" Drawings and operation and maintenance manuals in accordance with the Technical Specification and in sufficient detail for the Project Manager to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purpose of taking-over under GCC.35 until these documents and manuals have been submitted to the Project Manager.

GCC.11. Time for Commencement and Completion

- GCC.11.1. The execution of the Works shall commence from the fifteenth (15th) day after the date on which the Project Manager issues written orders to commence the Works, unless otherwise stated elsewhere in the Contract.
- GCC.11.2. Before the actual commencement of Works, the Contractor shall submit an execution schedule of work clearly showing the materials, men and equipment to be mobilized by him to execute the Works. The schedule should contain the planned monthly progress of the Works for the approval of the Project Manager who will have the authority to make additions, alternations and substitutions to such schedule in consultation with the Contractor.
- GCC.11.3. The entire scope of Works or any part of the Works (where such part is envisaged to be taken-over separately) covered under this Contract shall be completed within the time stated in the SCC or within such extended time granted to the Contractor by DGPC under GCC.45. The time allowed for execution of the Works as specified in the SCC or the extended time in accordance with these conditions shall be the essence of the Contract.

C. PAYMENT

GCC.12. Contract Price

- GCC.12.1. Subject to GCC.38, the Contractor shall be deemed to:
 - a) have satisfied himself as to the correctness and sufficiency of the Contract Price, and
 - b) have based the Contract Price on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all matters relevant to the Site.



GCC.12.2. Unless otherwise stated in the Contract, the Contract Price covers all the Contractor's obligations under the Contract and all things necessary for the proper execution and completion of the Works and the remedying of any defects in such Works.

GCC.12.3. The Contract Price and the currencies of the Contract Price shall be as specified in the Contract Agreement.

GCC.12.4. The Contract Price shall be adjusted in accordance with provisions of **GCC.15**.

GCC.13. Advance Payment

GCC.13.1. Mobilization advance

GCC.13.1.1. A lump sum mobilisation advance not exceeding ten percent (10%) of the Contract Price) as awarded shall be paid to the Contractor subject to the following conditions:

- a) On unconditional acceptance of Letter of Award by the Contractor and signing of the Contract Agreement by both the Parties;
- b) Acceptance and finalisation of detailed program for the execution of the Works (any software acceptable to the Project Manager) and finalisation of equipment mobilization schedule;
- c) Submission of an irrevocable bank guarantee for the amount of advance in the proforma of bank guarantee provided in Form 21 of Section VIIB;
- d) Finalisation of Quality Assurance Programme;
- e) Submission of an irrevocable bank guarantee for the amount of Contract Performance Security in the proforma of bank guarantee provided in Form 20 of Section VIIB;
- f) On certification of the Engineer In Charge that the Contractor has opened his office at Site and mobilised the plant and equipment specifically identified in Letter of Award for releasing this advance;
- g) The advance payment shall be released only after the verification and confirmation of the above bank guarantees from the issuing bank.

The bank guarantee shall be in favour of DGPC, issued by a Financial Institution or any other Bank acceptable to DGPC

GCC.13.2. Secured Advance

GCC.13.2.1. An amount not exceeding seventy-five percent (75%) of the purchase price of the new plant and equipment specifically acquired for the Works and brought to Site against production of original invoices/bills in support thereof and subject to the condition that such plant and equipment are necessary for the Works and not in excess of requirements and are hypothecated in favour of DGPC as per Form 22A of Section VIIB for passing on the lien on the rights of the plant and equipment to DGPC, or, in lieu of deed, irrevocable bank guarantee for the amount of advance submitted to DGPC initially valid for twelve (12) months.



- GCC.13.2.2. An amount not exceeding seventy-five percent (75%) of the purchase price of the construction materials as specified in SCC brought to the Site, against next six (6) months requirements, by the Contractor for incorporating in the Works as per the Contract Agreement and verified by the Project Manager and recorded in the measurement book shall be payable on the fulfilment of the following conditions:
- a) The materials shall be new and in accordance with the specifications;
 - b) The materials shall be delivered at the Site of the Works, properly stored and protected against loss, damage or deterioration by the Contractor by taking suitable insurance cover for the full cost of such materials, if not covered in the insurance taken under **GCC.40**;
 - c) Upon certification of materials delivered at Site by the Project Manager and execution of a deed of hypothecation as per Form 22B of Section VIIB for passing on the lien on the rights of the materials to DGPC, or, in lieu of deed, irrevocable bank guarantee for the amount of advance submitted to DGPC initially valid for twelve (12) months;
 - d) The amount of the secured advance shall be supported by the original invoices/bills. All materials imported from other countries shall be supported by Bhutan Sales Tax receipts or customs clearance.
- GCC.13.3. Any of the above advances may be claimed by the Contractor at his option in instalments.
- GCC.13.4. The above advances shall be utilised by the Contractor for the purposes of this Contract only and for no other purpose.
- GCC.13.5. Advance recovery
- GCC.13.5.1. The recovery of the advances given against plant and equipment under **GCC.13.2.1** above shall be made by deduction from on account payments referred to in **GCC.14** in suitable percentages fixed by the Project Manager in relation to the total cumulative advances released and the progress of the Works, so that all the sums advanced shall be fully recovered starting from the achievement of the progress of Works equal to ten percent (10%) and ending by the time eighty percent (80%) of the Works, as awarded, is complete.
- GCC.13.5.2. The recovery of the advances given against materials under **GCC.13.2.2** above shall be made by deduction from on account payments referred to in **GCC.14** corresponding to the materials incorporated in the items of Works executed during the period for which the progressive payment is being made. It is to be ensured that all the sums advanced shall be fully recovered by the time eighty percent (80%) of the Works, as awarded, is complete.
- GCC.13.5.3. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for sums advanced under **GCC.13.2.1** and **GCC.13.2.2** and other sums deductible therefrom, the balance outstanding shall be deducted from subsequent interim bill/bills, as may be necessary, failing that, as otherwise provided for in the Contract.



- GCC.13.6. If for any reason, except for reasons of default of the Contractor, the Works under the Contract is suspended continuously for more than thirty (30) days, the Contractor shall be at liberty to remove the plant and equipment or any part thereof hypothecated to DGPC under GCC.13.2 above, to any other work site of the Contractor for carrying on his other works, on his furnishing prior to such removal, a bank guarantee acceptable to DGPC for the amount of the outstanding advance granted under GCC.13.2 above if no such bank guarantee has been given earlier and upon the Contractor undertaking to bring back to the Site, before expiry of the period of suspension, such plant and equipment as may be necessary for completion of the Works. If any such plant and equipment are not brought back, DGPC shall recover the advance outstanding against such plant and equipment by way of deductions from any payments due to the Contractor under the Contract or by encashment of the aforesaid bank guarantee.
- GCC.13.7. The value of the bank guarantees towards the above advances shall be reduced every six (6) months after the date of commencement of recovery of corresponding advance under the Contract in accordance with GCC.13.5, pro-rata to amount of advance recovered. The quantum of reduction of the value of bank guarantee at any point of time shall be restricted to seventy-five percent (75%) of the value of advance adjusted and recovered, as certified by the Project Manager. It should be clearly understood that reduction in the value of bank guarantee towards advance shall not in any way dilute the Contractor's responsibility and liabilities under the Contract including in respect of the Works for which the reduction in the value of bank guarantee is allowed.

GCC.14. Progressive Payments

- GCC.14.1. The Contractor shall prepare and submit monthly running bills for the Works executed during the preceding month, by the date stipulated by the Project Manager, in the prescribed proforma, supported with measurements, jointly acknowledged and accepted in the measurement books. Payments of the Contractor's bill shall be made by DGPC within thirty (30) days from the date of submission of bill after due verification and authorisation by the Project Manager that the Works have been performed in accordance with the Technical Specifications; and subject to the bills being compliant with all the requirements of the Contract.
- GCC.14.2. The amount certified by the Project Manager for payment to the Contractor shall account for all deductions, including statutory deductions as for income tax, etc., recoveries for advances and any other amounts due from the Contractor for the services provided by DGPC. Such payments made by DGPC shall not constitute any acceptance of the measurements of items of the Works by DGPC and the Project Manager shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the measurement books or bills. DGPC shall have right to recover any amount paid in an earlier bill from any subsequent bill and should the amount to be recovered be more than the amount of the subsequent bill, the Contractor shall on demand from the Project Manager or DGPC immediately refund the extra amount to DGPC within seven (7) days. No payment made by DGPC herein



shall be deemed to constitute acceptance by DGPC of the Works or any part(s) thereof.

- GCC.14.3. The release of first progressive interim payment shall be subject to submission of documentary evidence by the Contractor towards having taken the insurance policy (ies) in terms of relevant provisions of **GCC.40** and acceptance of the same by the Project Manager.
- GCC.14.4. The Contractor shall maintain a separate account with a scheduled bank at Site, or at any nearby place, for the purpose of receiving all the payments under the Contract and for utilisation of payments received from DGPC for disbursement to Subcontractors, sub-vendors, etc., of the Contractor. The Contractor shall maintain separate books of accounts for all payments under this Contract and the Project Manager shall have access to these at all times.
- GCC.14.5. Any interim certificate given relating to work done, may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Project Manager supporting an interim payment shall itself be conclusive evidence that any Works to which it relates is/are in accordance with the Contract.
- GCC.14.6. In case of delayed Works beyond the scheduled completion period, pending consideration of extension of Time of Completion if it had been requested by the Contractor, interim payments shall continue to be made as herein above provided.
- GCC.14.7. The final bill shall be submitted by the Contractor within three (3) months of Taking-Over of the Works unless otherwise a longer period is agreed to between the Project Manager and the Contractor. Upon submission of the final bill, the Contractor shall give to the Project Manager, a written discharge confirming that the total of the final bill represents full and final settlement of all payments due to the Contractor arising out of or in respect of the Contract. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of the final bill will be made within three (3) months of receipt of the same after due verification and adjustments, if any, provided, the final bill is in compliance with the requirements of the Contract any other requirement specified by the Project Manager during the course of verification of such final bill.
- GCC.14.8. The currency or currencies in which payments are to be made to the Contractor under this Contract shall be specified in the Contract Agreement, subject to the general principle that payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's Bid. In cases where the Bid price is in Indian Rupees (INR) or Bhutanese Ngultrum (BTN), DGPC shall at its discretion make payment in either of the currencies at the exchange rate of one BTN = one INR.
- GCC.14.9. All payments in foreign currency as specified in BDS, shall be arranged by transfer of funds in the overseas bank account of the Contractor in case of a foreign Contractor. All payments in Ngultrum shall be paid to the Contractor through account payee cheque or through electronic mode in their account in Bhutan. Date



of issue of account payee cheque or date of transfer of funds to Contractor's account shall be considered as date of release of payment to the Contractor.

GCC.15. Contract Price Adjustment

GCC.15.1. The regulation and payment of Contract Price Adjustment under the Contract shall be governed by the provisions herein under if the prices are permitted to be quoted with price adjustment formula:

GCC.15.2. The Contract Price as awarded shall be the base Contract Price.

GCC.15.3. A certain fixed percentage of the base Contract Price shall not be subject to any Contract Price Adjustment. The balance percentage to be specified shall be of identified components towards labour, material(s) and H.S. diesel oil, hereinafter called the variable component, shall be subject to Contract Price Adjustment.

GCC.15.4. The fixed component and the variable components shall be specified in SCC.

GCC.15.5. The amount of Contract Price Adjustment payable/ recoverable for the work done during the relevant period shall be calculated as under:

$$CPA = ACP - BCP$$

Where,

CPA = Control Price Agreement

BCP = Base Contract Price

ACP = Adjusted Contract Price

ACP shall be computed as under:

$$ACP = BCP * \left[F + \frac{l * L_1}{L_0} + \frac{m * M_1}{M_0} + \frac{m * M_2}{M_0} \right]$$

$$F+l+m = 1$$

Where:

F = Fixed component expressed in percentage of the Base Contract Price which will not be subject to any adjustment as quantified and stipulated in the SCC, generally 20%.

l = Labour component expressed in percentage of the Base Contract Price which will be subject to Price Adjustment as quantified and stipulated in the SCC, generally upto 15% to 30%

m = Material component expressed in percentage (excluding material issued by DGPC) of the Base Contract Price which will be subject to Price Adjustment as quantified and stipulated in the SCC, generally 30% to 60%



L = Labour Index as stipulated in SCC
M = Material Index as stipulated in SCC

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‘o’ = refers to the value of the above mentioned labour/ material indices as on thirty (30) days prior to the Bid opening date.
‘1’ = refers to the value of the corresponding labour / material indices as applicable for the preceding month in which the work is executed for which the adjustment is applicable, respectively.

- GCC.15.6. The total amount payable on the Base Contract Price on account of the Contract Price Adjustment as indicated in **GCC.15.5** above shall not exceed the maximum of twenty percent (20%) of the Contract Price as awarded.
- GCC.15.7. Contract Price Adjustment(s) shall be calculated for the value of Works executed for the billing month as per agreed work schedule. For the purpose of payment/recovery of Price Adjustments, such payment/refund shall be operative and payable in accordance with the schedule completion period (including authorised extensions, if any) or actual completion period, whichever is earlier. Provided further that the Contractor would be eligible for such price adjustment claims or shall be liable for refund on the quantum of Works scheduled or the actual quantum of Works done provided always that the work done is more than or equal to the scheduled of work as per agreed work schedule.
- GCC.15.8. The Contractor shall not be eligible for the payment of the price adjustment claims or liable for refund of Contract Price adjustment for the period beyond the schedule date of execution of Works if the Works has been delayed beyond the scheduled date(s) for reasons attributable to the Contractor. However, for quantities of Works executed beyond the scheduled dates of execution, the Contractor would be liable for refund of Contract Price Adjustment(s) for such delayed Work based on the value of the indices as applicable to the scheduled dates of execution, provided that if the indices of the actual dates of execution are lower than the indices as on scheduled dates of execution, then lower indices shall be applicable. In cases where the execution of Works is delayed for reasons attributable to DGPC, the Contractor shall be eligible for payment or refund of price adjustment on such delayed execution of Works based on the indices prevailing as on the date of execution of such Works.
- GCC.15.9. Rates of items included in the Bill of Quantities, whose quantities have varied beyond the permissible deviation limits and rates of extra items, derived and agreed from items included in the Bill of Quantities will also be subject to price adjustment as per this clause.
- GCC.15.10. The Contractor shall, every month after commencement of the Works, submit to the Project Manager a written notice of the changes, if any, that have occurred in



the specified indices of Materials, and Labour or that of Diesel price, etc, during the previous reporting period containing the effective date of such change, with authenticated documentary evidence of the relevant applicable published indices / diesel price, etc.

GCC.15.11. Monthly bills for Contract Price Adjustment will be made by the Contractor commencing first, from the month when all the relevant/ applicable indices/ diesel prices are available and not later than fifteen (15th) day of every month thereafter. The period for processing and making payment for these bills will also be governed by the provisions as applicable to on-account/ progressive interim payments.

GCC.15.12. For this purpose, the work schedule shall be as identified in line with provisions of **GCC.11**.

GCC.16. Overpayments and Underpayments

GCC.16.1. Wherever any claim for the payment of a sum of money to DGPC arises out of or under this Contract against the Contractor, the Contractor upon demand by DGPC, with explanation of the reasons for such a sum becoming due, shall forthwith pay the same to DGPC. If the Contractor fails to do so within twenty-one (21) days of such a demand made on the Contractor, then the same may be deducted by DGPC from any sum then due or which at any time thereafter may become due to the Contractor under this Contract or from any other sum due to the Contractor from DGPC under any other contract which may be available with DGPC or by encashment of his contract performance security.

GCC.16.2. DGPC reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. DGPC further reserves the right to enforce and recover any overpayment when detected, notwithstanding the fact that the amount of the final bill may include any item which is under dispute between the Parties and referred to for settlement under **GCC.9** and notwithstanding the fact that the amount of the final bill figures in the arbitration decision/award.

GCC.16.3. If as a result of such audit and technical examination, any overpayment is discovered in respect of any Works done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by DGPC from the Contractor by any or all of the methods prescribed above. Similarly, if any underpayment is discovered by DGPC, the amount shall be duly paid to the Contractor by DGPC forthwith.

GCC.16.4. Any amount due to the Contractor under this Contract for underpayment may also be adjusted against any amount then due or which may at any time thereafter become due from DGPC to the Contractor under any other Contract or account whatsoever.

GCC.17. Taxes and Duties

GCC.17.1. Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors by laws, regulations of the Kingdom of Bhutan in connection with



the Works in and outside of the Kingdom of Bhutan. The Contract Price shall be deemed to be inclusive of all such taxes, duties, levies, royalties, etc. on the materials incorporated into the Works.

- GCC.17.2. Bidders participating from India, for supply and bonafide use in the Kingdom of Bhutan shall quote the rates and prices for the items in the Bill of Quantities exclusive of any effect of the Integrated Goods and Service Tax (IGST). The IGST on the export of goods or services or both are covered under Zero Rated Supply as per Chapter VII, 16(1) THE INTEGRATED GOODS AND SERVICES TAX ACT, 2018 of India.
- GCC.17.3. Unless otherwise stated in the Technical Specifications, the Contractor shall pay all royalties, rents and other payments for:
- a) natural materials obtained from inside and outside the Site, and
 - b) the disposal of materials from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.
- GCC.17.3.1. Except where otherwise stated, the Contractor shall pay royalties, rent and other payments or other compensations, if any, for getting stone, sand, gravel, clay or other materials required for the Works.
- GCC.17.3.2. Mining permission, wherever required, shall be obtained by the Contractor from the relevant statutory authorities. DGPC will issue a recommendation letter for obtaining mining permission. Further, the Contractor shall be responsible for finalising and submitting the necessary plans and documents as per the requirements of these authorities. The Contractor shall ensure that the mining/quarrying practices employed are in compliance with the guidelines/directives of the concerned authorities. The Contractor shall obtain the Project Manager's approval for the excavation plans of borrow areas.
- GCC.17.3.3. It shall be the responsibility of the Contractor to ensure that the materials quarried are used only for the works within the scope of this Contract and that there is no pilferage of these materials. In the event that the Project Manager discovers pilferage of quarried materials, he shall be within his right to make his own assessment of loss of materials and recover from the Contractor the cost of the same at the prevalent market rates of such materials.
- GCC.17.3.4. The royalty charges, where payable on the materials quarried, shall be paid directly to the concerned authorities by the Contractor and he shall provide the documentary evidence/certification from the concerned authorities along with the running bills in support of such payments. The Contractor shall be responsible for the reconciliation of the quantities of materials on which royalty is payable and settlement of the total amount of royalty charges to be paid, with the concerned authorities and any payment due to be paid to them arising out of such reconciliation and settlement shall also be paid by him. In the event that the Contractor fails to pay the balance amount or reconcile and settle the total amount of royalty and any claims are raised by the concerned authorities on the above accounts, the same shall be paid by DGPC and recovered from the Contractor.



- GCC.17.4. At the time of release of payment, tax shall be deducted at source (TDS) from Bhutanese Bidders and International Bidders as specified in the SCC from the gross amount of bills. DGPC shall furnish necessary TDS Certificate to the Contractor, issued by the Department of Revenue & Customs, RGoB. The Contractor shall be responsible to deduct tax at source from the gross payments made to its Subcontractors and deposit the same to the account of RGoB as per provisions of relevant law in this regard in force from time to time.
- GCC.17.5. Any tax that may be levied in the Kingdom Bhutan on the profits made by the Contractor in respect of the Contract shall be to the Contractor's account and no separate claim in this regard will be entertained by DGPC.
- GCC.17.6. If any tax exemptions, reductions, allowances or privileges are available to the Contractor in the Kingdom of Bhutan, DGPC shall use its best endeavours to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.
- GCC.17.7. For the purpose of the Contract, it is agreed that the Contract Price specified in the Contract Agreement is inclusive of the taxes, duties, levies and charges prevailing at the date thirty (30) days prior to the last date of Bid submission in the Kingdom of Bhutan (hereinafter called "Tax" in this clause). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with **GCC.42** hereof.
- GCC.17.8. 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.
- GCC.17.9. The Contractor and all its expatriate personnel shall be responsible for the timely and prompt filing of all returns, documents, estimates, accounts, information and details complete and accurate in all respects as may be required under the applicable laws and regulations to the appropriate authorities in Bhutan. In case the Contractor or any of its expatriate personnel do not comply with the above requirements, which results in any penalty, interest or other liability, the same shall be borne by the Contractor.
- GCC.18. Contract Performance Security**
- GCC.18.1. The Contractor shall, within thirty (30) days of the Letter of Award, provide to DGPC at his own cost, security for due performance of the Contract equivalent to ten percent (10%) of the Contract Price, with initial validity upto thirty (30) days beyond the scheduled Defect Liability Period of the last Works covered under the Contract. However, in case of delay in completion of the contract and consequently



extension of the Defect Liability Period, the validity of the contract performance security shall be extended by the Contractor for such period of delay.

- GCC.18.2. The contract performance security shall be denominated in the currency or currencies of the Contract and shall be in the form of irrevocable bank guarantee provided in Form 20 of Section VIIB. The Performance Security can also be submitted in the form of demand draft if so, specified in SCC. The bank guarantee/ demand draft shall be in favour of DGPC, issued by Financial Institution of Bhutan or any other foreign bank acceptable to DGPC.
- GCC.18.3. If the contractor fails to remedy any reported defect within the Defect Liability Period, the DGPC shall be entitled to remedy the defect at the expense of the Contractor and appropriate the cost of such remedying defects out of the Contract Performance Security.
- GCC.18.4. The performance security will be discharged and returned to the Contractor within thirty (30) days after the expiry of the last Defect Liability Period.
- GCC.18.5. If at the time of discharge of Performance Security, the Defects Liability Period has been extended for any part of the Works pursuant to GCC.37.4 hereof, the Contractor shall issue a separate performance security in the form of an irrevocable bank guarantee for an amount proportionate to the Contract Price of that part of the Works valid for a period of at least eighteen (18) months from the time such replacement/repair of the Works or any part thereof, has been completed. No interest shall be paid to the Contractor against the contract Performance Guarantee furnished under the provisions of this clause.
- GCC.18.6. DGPC shall have the right to forfeit the contract performance security along with differential security, if any, in the following circumstances:
- a) Failure by the Contractor to extend the validity of the contract performance security as per GCC.18.1, or
 - b) Failure by the Contractor to pay DGPC any amount due under the Contract, within twenty-one (21) days after its notice of payment has been given by DGPC as per GCC.16, or
 - c) Failure by the Contractor to remedy any defect in the Works within forty-two (42) days after receiving DGPC's notice requiring the defect to be remedied, or
 - d) Circumstances which entitle DGPC to terminate the Contract, or
 - e) Failure to pay the liquidated damages under GCC.36.

GCC.19. Retention Money

- GCC.19.1. If the Executed Contract value exceeds Contract Value, then Retention Money of 10% of the exceeded amount in addition to the Performance security already submitted shall be deducted from the running bills and retained till the end of the Defect Liability Period.



GCC.19.2. The Retention Money or part thereof may be returned to the contractor on completion of the Defect Liability Period. After completion of the work, the retention money may be returned to the contractor against his submission of an bank guarantee, acceptable to the Procuring agency. Such bank guarantee shall be valid until the issue of a No Defect Liability Certificate.

GCC.19.3. If the contractor fails to remedy any reported defect within the Defects Liability Period, the DGPC shall withhold the payment or realize claims from the Retention Money, of an amount, which in the opinion of the DGPC, represent the cost of the defects to be remedied.

On completion of the Defects Liability Period, the Engineer In-charge shall issue a no Defect Liability Certificate to the contractor and release the retention money and/ or bank guarantee as available within fifteen (15) days from the issue of certificate.

D. INTELLECTUAL PROPERTY

GCC.20. Copyright

GCC.20.1. The copyright in all drawings, documents and other materials containing data and information furnished to DGPC by the Contractor shall remain vested in the Contractor, or, if they are furnished to DGPC directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third Party.

GCC.21. Confidential Information

GCC.21.1. DGPC and the Contractor shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractors such documents, data and other information as it receives from DGPC to the extent required for the Subcontractor to perform its obligations under the Contract, in which event the Contractor shall be under obligation to have a clause in the contracts with their Subcontractor regarding confidentiality similar to that provided herein.

GCC.21.2. DGPC shall not use such documents, data and other information received from the Contractor for any purposes unrelated to the Contract. Similarly, the Contractor shall not use such documents, data and other information received from DGPC for any purpose other than the design, procurement of plant and equipment, construction or such other work and services as are required for the performance of the Contract.

GCC.21.3. The obligation of a Party under **GCC.21.1 and GCC.21.2** above, however, shall not apply to information that:

- a. DGPC or Contractor needs to share with the RGoB;
- b. now or hereafter enters the public domain through no fault of that Party;



- c. can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party; or
- d. otherwise lawfully becomes available to that Party from a third party that has no obligation of confidentiality.

GCC.21.4. The above provisions of **GCC.21** shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the performance of the Contract or any part thereof.

GCC.21.5. The provisions of **GCC.21** shall survive completion or termination, for whatever reason, of the Contract.

GCC.22. Indemnity

GCC.22.1. The Contractor shall, subject to DGPC's compliance with **GCC.22.2**, indemnify and hold harmless DGPC and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which DGPC may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a. the execution of the Works by the Contractor or the use of the Works in the Kingdom of Bhutan; and
- b. the sale in any country of the products produced by the Works.

GCC.22.2. The Contractor shall indemnify and hold harmless DGPC and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Works whether accepted or not), arising in connection with the supply and erection of Works and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents. For any injury, death or property damage caused by the negligence of DGPC, its contractors, employees, officers or agents DGPC shall be responsible.

GCC.22.3. Such indemnity shall not cover any use of the Works or any part thereof other than for the purpose indicated by or reasonably to be inferred from the Contract, neither any infringement resulting from the use of the Works or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Contractor, pursuant to the Contract.

GCC.22.4. If any proceedings are brought or any claim is made against DGPC or its representatives or its employees arising out of the matters referred to in **GCC.22.1** and **GCC.22.2**, DGPC shall promptly give the Contractor notice thereof, and the Contractor may at its own expense and in DGPC's name conduct such proceedings



or claims and any negotiations for the settlement of any such proceedings or claims.

- GCC.22.5. If the Contractor fails to notify DGPC within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claims, then DGPC shall be free to conduct the same on its own behalf at the cost of the Contractor. Unless the Contractor has so failed to notify DGPC within the thirty (30) day period, DGPC shall make no admission that may be prejudicial to the defence of any such proceedings or claim.
- GCC.22.6. DGPC shall, at the Contractor's request, provide all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.
- GCC.22.7. DGPC shall indemnify and hold harmless the Contractor and its employees, officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification or other documents or materials provided or designed by or on behalf of DGPC.
- GCC.22.8. DGPC shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from any liability for loss of or damage to property of DGPC, other than the Works not yet taken over, that is caused by fire, explosion or any other perils, in excess of the amount recoverable from insurances procured under **GCC.40**, provided that such fire, explosion or other perils were not caused by any act or failure of the Contractor.
- GCC.22.9. The Party entitled to the benefit of an indemnity under this clause shall take all reasonable measures to mitigate any loss or damage which has occurred. If the Party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

E. WORK EXECUTION

GCC.23. Representatives

GCC.23.1. Project Manager

GCC.23.1.1. If the Project Manager is not named in the SCC, then within fifteen (15) days of the Effective Date, DGPC shall appoint and notify the Contractor in writing of the name of the Project Manager. DGPC may from time to time appoint some other person as the Project Manager in place of the person previously so appointed and shall give a notice of the name of such other person to the Contractor without delay. DGPC shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of Works. The Project Manager shall represent and act for DGPC at all times during the currency of the



Contract and carry out duties and responsibilities specified in the Contract. However, the Project Manager shall have no authority to amend the Contract.

- CCC.23.1.2. The Project Manager may exercise the authority attributable to him as specified to him or necessarily to be implied from the Contract. If the Project Manager is required to obtain the approval of DGPC before exercising a specific authority, he shall be responsible for taking such approval. DGPC undertakes not to impose further constraints on the Project Manager's authority except as provided in the Contract. However, whenever the Project Manager exercises a specific authority for which DGPC's approval is required, then (for the purpose of the Contract) DGPC shall be deemed to have given approval.
- CCC.23.1.3. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided.
- CCC.23.1.4. The Project Manager's representative will be appointed by and be responsible to the Project Manager and will carry out such duties and exercise such authority as may be delegated to him by the Project Manager under CCC.23.1.5. Project Manager's representatives shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract except as expressly provided hereunder or elsewhere in the Contract, nor to order any work involving delay or any extra payment by DGPC, nor to make any change in the Works.
- CCC.23.1.5. The Project Manager may, from time to time delegate to the Project Manager's representative any of the powers and authorities vested in the Project Manager and he may at any time revoke such delegation and furnish to the Contractor a copy of all such written delegation of power and authorities including any revocation thereof. Any communication issued by the Project Manager's representative to the Contractor in accordance with such delegation shall have the same effect as though it had been issued by the Project Manager. Provided that:
- i. any failure of the Project Manager's representative to disapprove any work or materials shall not prejudice the authority of the Project Manager thereafter to disapprove such work or materials and to give instructions for the removal or for the rectification thereof.
 - ii. If the Contractor questions any communication of the Project Manager's representative, he may refer the matter to the Project Manager who will confirm, reverse or vary the contents of such communication.
- CCC.23.1.6. The Project Manager or the Project Manager's representative may appoint any number of persons to assist the Project Manager's representative in carrying out of his duties. Such assistants shall have no authority to issue any instructions to the Contractor save in so far as such instructions may be necessary to enable them to carry out their duties and to secure their acceptance of materials, plant, equipment and machinery or workmanship as being in accordance with the Contract, and any instructions given by any of them for those purposes shall be deemed to have been given by the Project Manager's representative.
- CCC.23.2. Contractor's Representative



- GCC.23.2.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule. If the Contractor fails to deploy the personnel as committed in the Bid document, the employer shall stop the work if the quality of work is going to suffer or otherwise deduct the salaries of such personnel at a rate stipulated in the SCC per month per personnel for every month of absence of such personnel from the site. Such deductions shall continue till such time that the Contractor deploys the key personnel acceptable to the employer. If the Contractor fails to deploy such key personnel within one to four months, the deductions shall be discontinued and the contractor's failure to deploy such personnel shall be treated as a fundamental breach of contract.
- GCC.23.2.2. If the Contractor's Representative is not named in the Contract, then within fifteen (15) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request DGPC in writing to approve the person so appointed. If DGPC makes no objection to the appointment within fifteen (15) days, the Contractor's Representative shall be deemed to have been approved. If DGPC objects to the appointment within fifteen (15) days giving the reason thereof, then the Contractor shall appoint a replacement within fifteen (15) days of such objection, and the foregoing provisions of this clause **GCC.23.2.1** shall apply thereto.
- GCC.23.2.3. The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract.
- All notices, instructions, information and all other communications given by DGPC or the Project Manager to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.
- The Contractor shall not revoke the appointment of the Contractor's Representative without DGPC's prior written consent, which shall not be unreasonably withheld. If DGPC consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in **GCC.23.2.1**.
- GCC.23.2.4. The Contractor's Representative may, subject to the approval of DGPC (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may also be revoked at any time subject to the approval of DGPC. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to DGPC and the Project Manager.



Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this clause GCC.23.2.4 shall be deemed to be an act or exercise by the Contractor's Representative.

GCC.24. Work Program

GCC.24.1. Manner of execution

The Contractor shall carry out the execution of the Works:

- a. in the manner (if any) specified in the Contract;
- b. in a proper workmanlike and careful manner, in accordance with recognized good practice; and
- c. with properly equipped facilities and non-hazardous materials, except as otherwise specified in the Contract.

GCC.24.2. Program of execution of Works

Within thirty (30) days of the Effective Date, the Contractor shall prepare and submit in soft copies to the Project Manager for his approval a detailed construction schedule showing the sequence and interdependence of activities and work breakdown structure covering all the activities to meet milestone schedules for complete performance of work, starting from the commencement date to completion within the Time for Completion.

The detailed construction schedule shall include time scaled network diagrams and Gantt charts, based on calendar days. It shall be constructed to show the order in which the Contractor proposes to carry out the work and availability/requirement and use of manpower, materials and construction equipment. The Contractor shall utilize the detailed construction schedule in planning, scheduling, monitoring, coordinating and performing the Works under the Contract (including activities of Subcontractors, plant vendors, material suppliers, etc.). The program so submitted by the Contractor shall be in accordance with the Contract.

The Project Manager and Contractor shall meet within seven (7) days of submittal of the detailed construction schedule to review and make any necessary adjustments or revisions. The Contractor shall submit the revised schedule within seven (7) days of re-submission. The process of finalizing the detailed construction schedule shall be completed within sixty (60) days from the date of issue of Letter of Award. The detailed construction schedule, once approved by DGPC, shall become the baseline record schedule. The baseline detailed construction schedule shall be used for all monitoring and evaluation of Contractor's performance.

The Contractor shall update and revise the schedule as and when appropriate or when required by the Project Manager, but without modification in the Time for Completion and any extension granted in accordance with GCC.45, and shall submit all such revisions to the Project Manager for his approval.

If at any time the Contractor's actual progress falls behind the program, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of DGPC or the Project Manager, prepare and submit to the Project Manager a revised



program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain completion of the Works within the Time for Completion, any extension thereof entitled, or any extended period as may otherwise be agreed upon between DGPC and the Contractor.

GCC.24.3. Progress Report

The Contractor shall monitor progress of all the activities specified in the program referred to in **GCC.24.2** above, and supply a progress report during the execution of the Contract to the Project Manager at his cost by fifteenth (15th) of every month in three (3) copies.

The progress report shall be in a form acceptable to the Project Manager and shall inter-alia include:

- a. Detailed description of progress, including each stage of design, procurement, manufacture, delivery to Site, construction, erection, testing, etc.;
- b. Charts showing the status of design and construction documents, purchase orders, manufacture and construction;
- c. For the manufacture of each main item of plant and materials, name of manufacturer, factory location, percentage progress, actual date or expected date of Contractor's inspections, tests and delivery;
- d. Records of Contractor's personnel and construction equipment on Site;
- e. Copies of quality assurance documents, test results and acceptance certificates of plant and materials;
- f. Safety statistics including details of any hazardous incidents and activities related to Site, environmental aspects and public relations;
- g. Comparison of actual and planned progress, with details of any aspects which may delay or jeopardize the completion as per Contract, and the measures being (or to be) taken to overcome such aspects and difficulties;
- h. Actions pending from DGPC which may delay the Works;
- i. Details of construction drawings required for Works atleast two (2) months in advance of their requirement.

The progress report shall be supported by photographs and other written material as the Project Manager may direct. The Contractor shall have to attend all the meetings at his own cost with the Project Manager or any authorized representative of DGPC during the currency of the Contract, as and when required and fully cooperate with such persons and agencies involved during these discussions.

GCC.24.4. Progress review meetings

The Contractor shall attend all periodic progress review meetings organized by the Project Manager or his authorized representative. The deliberations in the



meetings shall inter-alia include the scheduled program, progress of work achieved (including details of manpower, tools and plants deployed by the Contractor vis-a-vis agreed work schedule), inputs to be provided by DGPC, delays, if any and recovery programme, specific hindrances to the Works and work instructions by the Project Manager. The minutes of such meetings shall be prepared by the Project Manager. These minutes shall be jointly signed by the Project Manager or his authorized representative and the Contractor and one copy of the signed minutes shall be handed over to the Contractor.

GCC.25. Subcontracting

GCC.25.1. The Contractor may subcontract the Works/any part of the Works as specified in the SCC, with the prior written consent of the Project Manager. The qualifying requirements for the Subcontractors to perform the specified part of Works shall be specified in the SCC.

GCC.25.2. Where the Contractor is intending to subcontract any part of the Works, it shall propose a Subcontractor for any part of the Works out of the list furnished by the Contractor in his Bid. The Contractor along with his request for approval of Subcontractor shall also submit the requisite credentials of the Subcontractor proposed to be engaged, matching with the qualifying requirements prescribed in the SCC. The details so furnished by the Contractor shall be reviewed by Project Manager. In case the Subcontractor proposed by the Contractor for the subcontracting is not considered acceptable, the Contractor will be required to furnish credentials of alternate Subcontractor for approval of the Project Manager. Based on the review and assessment, the Subcontractor shall be approved by the Project Manager within twenty-one (21) days of furnishing of credentials by the Contractor.

GCC.25.3. Any consent by the Project Manager for appointment of Subcontractor shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen. Any work or part of the work other than those mentioned above shall not be subcontracted by the Contractor.

GCC.25.4. Notwithstanding the provisions of **GCC.25.2**, the Contractor shall not be required to obtain prior approval of Project Manager for appointment of Subcontractor for:

- a) the provision of labour;
- b) the purchase of materials which are in accordance with the standards specified in the Contract; or
- c) the subcontracting of any part of the Works for which the Subcontractor is named in the Contract.

GCC.25.5. The Contractor shall not subcontract the whole of the Contract and shall also not subcontract any part of the scope of work which is specifically prohibited for subcontracting under the provisions of the Contract.



GCC.26. Construction and Erection

GCC.26.1. Setting Out/Supervision/Labour

GCC.26.1.1. Bench Mark: The Project Manager shall establish/indicate the benchmarks and convey the same in writing to the Contractor immediately after acceptance of Letter of Award. The Project Manager shall be responsible for correctness of such data/benchmarks conveyed to the Contractor.

GCC.26.1.2. The Contractor shall be responsible for the true and proper setting-out of all the Works in relation to bench marks, reference marks and lines provided to it in writing by the Project Manager.

If, at any time during the progress of Works, any error shall appear in the position, grades, dimensions, level or alignment of any part of the Works, the Contractor shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Project Manager. If such error is based on incorrect data provided in writing by the Project Manager, the expense of rectifying the same shall be borne by DGPC. The Contractor shall afford all reasonable facilities and assistance to the Project Manager. The checking of any bench mark by the Project Manager shall not relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall protect and preserve all benchmarks used in setting out the Works till date of submission of final bill under the Contract, unless the Project Manager directs otherwise.

GCC.26.1.3. Contractor's Supervision: The Contractor shall give or provide all necessary superintendence during the execution of Works, and the Contractor's representative or its deputy shall be on the Site to provide full-time superintendence of the execution as long as the Project Manager may consider necessary for the proper fulfilment of the contractual obligations under the Contract. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

GCC.26.1.4. Labour

- a. The Contractor shall engage and employ on the Site in the execution of the Works such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labour that has the necessary skills. The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst DGPC's personnel.
- b. Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation, medical care and maintaining welfare facilities and catering of all labour, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.



- c. The Contractor shall pay rates of wages and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions, which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.
- d. The Contractor shall not engage child labour and shall conform to the labour laws/acts, rules and regulations of Bhutan in the execution of Contract work. A child who has not attained the age of 18 years shall not be employed in any work as a labourer. During the continuance of the Contract the Contractor and his Subcontractors shall abide at all times with the labour laws/acts, rules and regulations, including child labour, related enactment and rules made there under.
- e. The Contractor shall be responsible, at his own cost, for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labour and personnel to be employed on the Site into the Kingdom of Bhutan. The Contractor shall submit to DGPC for its approval; details and bio-data of all expatriate personnel which he proposes to engage for the performance of Works under the Contract, atleast thirty (30) days prior to their departure for Bhutan. Such data for each personnel shall contain the name, his present address, his assignment and responsibility in connection with the Works, and a short resume of his qualifications, experience etc., in relation to the works to be performed by him.
- f. Any expatriate personnel deployed on the Works at Site, if found unsuitable or unacceptable later on to RGoB/DGPC, shall within a reasonable time, be repatriated by the Contractor, who shall make alternative arrangements for providing a suitable replacement.
- g. No person brought to Bhutan for the completion of Works shall be repatriated without the consent of the Project Manager on a written request from the Contractor for such repatriation giving reasons thereof. The Project Manager may give permission for such repatriation provided it is satisfied that the progress of Works shall not suffer due to such repatriation/replacement.
- h. The Contractor shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees and the labour of its Subcontractors for the preservation of peace and protection of persons and property at the Site and its surroundings.
- i. The Contractor shall, in all dealings with its labour and the labour of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs.



- j. The Contractor and his Subcontractor shall comply with all relevant local laws and regulations pertaining to labour and expatriate personnel issued by RGoB. The Contractor shall indemnify DGPC in respect of all claims that may be made against DGPC for non-compliance thereof by the Contractor. In case of non-compliance by the Contractor, the Project Manager may take such actions as may be necessary for compliance of the various labour laws and recover the costs thereof from the Contractor.
- k. The Contractor shall, deliver to the Project Manager or Project Manager's representative, a report in such form and at such intervals as the Project Manager may prescribe, regarding (i) the number and names of employees/labour of different categories engaged by the Contractor from time to time on the Site and (ii) Contractor's Equipment deployed on the Site for completion of Works.

CCC.26.2. Contractor's Equipment

CCC.26.2.1. All Contractor's Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract.

CCC.26.2.2. The Contractor shall deploy construction equipment as per agreed schedule. Provided further that in case of slow rate of progress of Works, the Contractor should supplement the agreed schedule of Contractor's Equipment with additional construction equipment so as to ensure completion of Works within Time for Completion at no extra cost to DGPC.

CCC.26.2.3. Unless otherwise specified in the Contract, upon completion of the Works, the Contractor shall remove from the Site all Contractor's Equipment brought by the Contractor onto the Site and any surplus materials remaining thereon.

CCC.26.2.4. If the Contractor does not make available at site the equipments committed for the Contract, the hiring charges of such equipments shall be deducted at a rate stipulated in the SCC per month for every month of absence for a period of one to four months after which the deductions shall be discontinued and the contractor's failure to produce such equipments at site shall be treated as a fundamental breach of contract.

CCC.26.2.5. DGPC will, if requested, use its best endeavours to assist the Contractor in obtaining any government permission required by the Contractor for the export of the Contractor's Equipment imported by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.

CCC.26.3. Site Regulations and Safety

CCC.26.3.1. DGPC and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to DGPC, with a copy to the Project Manager, proposed Site regulations for the DGPC's approval, which approval shall



not be unreasonably withheld. Notwithstanding, the approval by the Project Manager the Contractor shall be responsible for the adequacy, stability and safety of all Site operations and methods of execution of the Contract.

GCC.26.3.2. Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Works, gate control, sanitation, medical care, and fire prevention and accident prevention.

GCC.26.3.3. The Contractor shall appoint an accident prevention officer at the Site responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility and shall have the authority to issue instructions and taken protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

GCC.26.3.4. The Contractor shall be responsible for the safety of all activities on the Site.

GCC.26.3.5. Contractor shall assume full responsibility and comply with all applicable safety regulations for the adequacy and safety of site operations and methods of construction and he shall adopt measures to prevent injuries to persons or damage to properties or utilities. He shall hold the DGPC harmless from any liability for loss or damage resulting from his failures to take the necessary precautions. He shall avoid undue interference with private business, public travel, or with the work of other contractors. He shall take steps to protect the environment and to minimize noise, pollution or other undesirable effects resulting from his method of operation.

GCC.26.3.6. The Contractor shall send, to the Project Manager, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports connecting health, safety, and welfare of persons, and damage to property, as the Project Manager may reasonably require.

GCC.26.4. **Opportunities for other contractors**

GCC.26.4.1. The Contractor shall, upon written request from DGPC or the Project Manager, give all reasonable opportunities for carrying out the work to any other contractors employed by DGPC on or near the Site. If the Contractor so requires, DGPC shall facilitate the Contractor to make use the facilities, for the purpose of execution of the Contract, created by other contractors in or around the Site. In the process of availing such facilities, if any damage is caused to the works as a result of such usage, the Contractor shall be responsible to make good such damage at his cost.

GCC.26.4.2. If the Contractor, upon written request from DGPC or the Project Manager, makes available to other contractors, any roads or ways, the maintenance for which the Contractor is responsible; permits the use by such other contractors of the Contractor's Equipment, or provides any other service of whatsoever nature to such other contractors, the Contractor shall agree with other contractors the reasonable remuneration for the usage of such equipment or the provision of such services.



GCC.26.4.3. The Contractor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other contractors. The Project Manager shall determine the resolution of any difference or conflict that may arise between the Contractor and other contractors and the workers of DGPC in regard to their work.

GCC.26.4.4. The Contractor shall notify the Project Manager promptly of any defects in the other contractors' work that come to its notice, and that could affect the Contractor's work. The Project Manager shall determine the corrective measures, if any, required to rectify the situation after inspection of the Works.

GCC.26.4.5. In all matters of conflict of interest with other contractors, the Project Manager shall convey his decision which shall be final and binding on the Parties.

GCC.26.5. **Emergency Work**

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Works, the Contractor shall immediately carry out such work.

If the Contractor is unable or unwilling to do such work immediately, the Project Manager may do or cause such work to be done by his own or other means, as he may determine it necessary in order to prevent damage to the Works. In such event the Project Manager shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons thereof. If the work done or caused to be done by the Project Manager is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by DGPC in connection therewith shall be paid by the Contractor to DGPC.

GCC.26.6. **Site Clearance**

GCC.26.6.1. **Site Clearance in course of performance:** In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.

GCC.26.6.2. **Clearance of Site after completion:** After completion of all parts of the Works, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Works clean and safe to the satisfaction of the Project Manager.

GCC.26.7. **Watching and Lighting**

The Contractor shall provide and maintain at its own expense all lights, guards, fencing, and watching when and where necessary or as required by the Project Manager for the proper execution and the protection of the Works, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.



GCC.26.8. Working hours

GCC.26.8.1. Unless otherwise provided in the Contract, no work shall be carried out outside normal working hours and on locally recognized days of rest and on public holidays of the Kingdom of Bhutan without prior written consent of Project Manager, except where work is necessary or required to ensure safety of the Works or for the protection of life, or to prevent loss or damage to property. The provisions of this **GCC.26.8.1** shall not apply to any work which is customarily carried out by rotary or double-shifts. Notwithstanding the above provisions, female labour shall not be employed in night shifts.

GCC.26.8.2. Notwithstanding **GCC.26.8.1 or GCC.26.1.4**, if and when the Contractor considers it necessary to carry out work outside normal working hours or on public holidays so as to meet the Time for Completion and requests the Project Manager's consent thereto, Project Manager shall not unreasonably withhold such consent.

GCC.26.9. Protection of the environment

GCC.26.9.1. The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation, and shall preserve and protect all existing vegetation such as trees on or adjacent to the Site which do not unreasonably interfere with the execution of the Works. The Contractor shall make necessary arrangement to prevent pollution of the water in any adjacent water bodies including stream, springs, river and lakes, etc. The Contractor shall be solely responsible and liable for all damage caused by any pollution that may take place during the execution of the Works. The Contractor shall be held responsible for all unauthorised cutting of and damage to trees, by careless operation of his plant, equipment or materials and stockpiling of materials etc. and DGPC shall have no responsibility on this account.

GCC.26.10. Explosives

GCC.26.10.1. Permission for the use of explosives shall be obtained from the Project Manager or from any appropriate authority as directed by the Project Manager and all explosive materials shall be used only under close supervision. It shall be the responsibility of the Contractor to seek and obtain any necessary permits, and to ensure that the requirements of the authorities are complied with, in all respects. Failure to do so may result in the Project Manager withdrawing permission to use explosives. The indemnification provided for, under the GCC shall include indemnification against all claims in respect of any incident arising from the use of explosives.

GCC.26.11. Possession of Site

GCC.26.11.1. DGPC shall give access to and possession of all parts of the Site including special and/or temporary rights-of-way to the Contractor, free from all encumbrances by the period as specified in the SCC. DGPC reserves the right to hand over the Site in parts progressively to the Contractor. The Contractor will be required to take possession of the Site without any undue delay and commence the Works on the



released fronts in parts without any reservation whatsoever. If possession of the Site or a part of Site, is not given by the date stated in the SCC, DGPC will be deemed to have delayed the start of the relevant activities and this will be an event to give rise for a claim under GCC.47 and extension of Time for Completion as per GCC.45.

GCC.26.11.2. The Contractor shall advise DGPC within thirty (30) days from the date of acceptance of the Letter of Award about his exact requirement of space for his office, storage area, fabrication areas, labour and staff colony (land if available) area, toilets, etc. The above requirement shall be reviewed by DGPC and space as decided by DGPC will be allotted to the Contractor for construction of his temporary structures / facilities like office, storage sheds, fabrication areas, labour and staff colony (land if available), toilets, etc. for Contractor's as well as his Subcontractor's use.

GCC.26.12. **Access to Site during execution of Works**

GCC.26.12.1. The Contractor shall allow DGPC's representatives or his nominee and any person authorized by DGPC's representatives or his nominee access to the Site or to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being fabricated and/or being assembled for the Works.

GCC.26.13. **Methodology of Construction & Equipment mobilization**

GCC.26.13.1. Methodology of construction and the work plan adopted by Contractor shall match the construction methodology/requirements specified in the Technical Specifications.

GCC.26.13.2. The suggested minimum plant & equipment and machinery to be deployed by the Contractor for the execution of Works shall be as given in Technical Specifications.

GCC.26.13.3. The Contractor shall arrange at his own expense all tools, plant and equipment required for execution of the Works.

GCC.27. Construction power and Construction water supply

GCC.27.1. **Power**

GCC.27.1.1. The Contractor shall submit to the Project Manager within thirty (30) days from the date of acceptance of the Letter of Award, his electrical power requirements, if any, to allow the planning of the same by the Project Manager. The Contractor shall be provided with free supply of electricity for the purposes of execution of the Works under the Contract only, at two (2) convenient locations in the Site. The Contractor shall make his own further distribution arrangement. All temporary wiring must comply with local regulations and will be subject to Project Manager's inspection and approval before connection to supply.

GCC.27.1.2. The free supply of power shall not be provided for the use in the labour and staff colony. Power supply for labour and staff colony shall be provided at one point. It shall be the responsibility of the Contractor to take the power supply upto the point of his use. The Contractor shall be charged for power supply to labour and staff colony at rates prevalent as per the tariff of the electricity distribution entity



at the Site. The Project Manager may consider additional points of power supply in deserving and exceptional cases. DGPC, however, does not guarantee uninterrupted power supply.

GCC.27.2. Drinking Water

GCC.27.2.1. The Contractor shall arrange for drinking water to his workmen/staff at Site and other water supply for all purposes for his labour and other personnel at the Site and labour/staff colony on his own. The quality of water should meet the requirements for which it is proposed to be used. All civil and structural work associated with the above including borings, pipelines, valves, pumps, tube wells, pump house, underground storage tank, over ground storage tank, water tankers, etc. whatsoever required for taking the water from the underground source to the place of use shall be provided/erected/constructed/maintained by the Contractor at his own cost.

GCC.27.3. Construction Water

GCC.27.3.1. Unless otherwise stated in the SCC, the Contractor shall draw water from the water supply mains provided at the Site at suitable points to be indicated by the Project Manager. All pipelines, pumps and other accessories required for taking the water from the mains to the Site shall be provided by the Contractor at his own cost. He shall not be entitled to any payment on account of the expenditure incurred in providing the pipelines, pumps, etc. No charges will be levied on the Contractor for the water drawn by him for the purposes of the construction work. Should the water, however, be used for either the colony or for manufacture, always subject to prior written permission of the Project Manager, the same shall be chargeable at a rate to be fixed by the Project Manager whose decision in this regard shall be final. However, the water supply shall have to be taken through a metered connection.

GCC.27.3.2. DGPC does not guarantee the maintenance of uninterrupted supply of water and in case of any interruptions of such supply of water; the Contractor shall be responsible for making at his own cost, alternative arrangements for water. The Project Manager also reserves the right to limit the quantity of water to be allowed to be drawn by the Contractor.

GCC.27.3.3. No claim for damages will be entertained by DGPC on account of interruption of water supply or limitation of quantity of water as aforesaid or on account of the water so supplied being not fit for construction purposes or on any other account in connection with such water supply.

GCC.27.3.4. It will be the responsibility of the Contractor to adequately treat the water at his cost before use for the intended purpose.

GCC.27.3.5. Where the Contractor makes his own arrangements for water required for the Works, nothing extra shall be paid for the same. He should make arrangements for storage of sufficient quantity of water required for at least a day's work.



GCC.28. Materials obtained from excavation

- GCC.28.1. Materials of any kind obtained from excavation on the Site shall remain the property of DGPC and shall be disposed of as the Project Manager may direct except to the extent the construction materials obtained from the Site and used by the Contractor for the Works as per the approval given by the Project Manager, subject to the payment by the Contractor of taxes and duties levied on such excavated materials used for the construction work as per **GCC.17**.
- GCC.28.2. All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall be the absolute property of DGPC and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing. The Contractor shall immediately upon discovery thereof and before removal give notice to the Project Manager for such discovery and carry out the Project Manager's direction as to the disposition of the same, at the cost of DGPC.
- GCC.28.3. If the Contractor suffers delay and/or incurs cost from complying with the instructions of the Project Manager, the Contractor shall be entitled to (a) an extension of time for any such delay, if completion is or will be delayed, and (b) payment of any cost which shall be incurred by the Contractor in this regard.

GCC.29. Materials

- GCC.29.1. The Contractor shall, at his own expense, provide all materials required for the Works other than those which are to be issued by DGPC as specified in the SCC.
- GCC.29.2. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the Technical Specification and the Contractor shall, if requested by the Project Manager, furnish proof to the satisfaction of the Project Manager that the materials so comply.
- GCC.29.3. Wherever required by the Project Manager, the Contractor shall, at his own expense and without delay, provide samples of materials proposed to be used in the Works. The Project Manager shall within seven (7) days thereafter or within such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange for fresh samples complying with the Technical Specifications, for approval.
- GCC.29.4. The Project Manager shall have full powers to require removal of any or all of the materials brought to Site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Project Manager shall be at the liberty to have them removed by other means. The Project Manager shall have full powers to order the Contractor to provide other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor.



GCC.29.5. The Project Manager shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Project Manager may reasonably require for the purpose. If no tests are specified in the Contract, and such tests are required by the Project Manager, the Contractor shall provide all facilities required for the purpose and the charges for these tests including the cost of materials consumed/used in such tests shall be to the account of DGPC, except if the tests disclose that the said materials are not in accordance with the provisions of the Contract, then the same shall be to the account of the Contractor.

GCC.30. Site Laboratory

GCC.30.1. As part of the Contract, the Contractor shall provide and maintain a Site laboratory for the testing of construction materials under the direction and general supervision of the Project Manager.

GCC.30.2. The laboratory building shall be constructed and installed with the appropriate facilities. Temperature and humidity controls shall be available wherever necessary during testing of samples.

GCC.30.3. All equipments shall be provided by the Contractor so as to be compatible with the testing requirements specified. The Contractor shall maintain the equipment in good working condition for the duration of the Contract.

GCC.30.4. The Contractor shall provide approved qualified personnel to operate and maintain the laboratory for the duration of the Contract. The number of staff and equipment available must at all times be sufficient to keep pace with the sampling and testing programme as required by the Project Manager.

GCC.30.5. The Contractor shall fully service the Site laboratory and shall supply everything necessary for its proper functioning, including all transport needed to move equipment and samples to and from sampling points on the Site, etc.

GCC.30.6. The Contractor shall re-calibrate all measuring devices whenever so required by the Project Manager and shall submit the results of such measurements without delay.

GCC.31. Quality Assurance Program

GCC.31.1. Sampling, testing and quality assurance requirements shall be as per the details given in Technical Specifications. All costs associated with testing of materials required as per Technical Specifications shall be deemed to be included in the rates/prices in the Bill of Quantities.

GCC.32. Inspection and Tests

GCC.32.1. The Contractor shall at its own expense carry out on the Site all such tests and/or inspections of the plant, materials and any part of the Works as are specified in the Technical Specifications. The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables,



instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently.

- GCC.32.2. DGPC and the Project Manager or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that DGPC shall bear all costs and expenses incurred in connection with such attendance.
- GCC.32.3. Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give a reasonable advance notice of the date of such test and/or inspection to the Project Manager. If DGPC or Project Manager (or their designated representatives) fails to attend the test and/or inspection, or if it is agreed between the Parties that such persons shall not do so, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a certified report of the results thereof.
- GCC.32.4. The Project Manager may require the Contractor to carry out any additional test and/or inspection not required under the Technical Specification, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of Works and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.
- GCC.32.5. If any plant, equipment or any part of the Works fails to pass any test and/or inspection or workmanship is found to be defective or otherwise not in accordance with the Technical Specifications, the Contractor shall either rectify or replace such plant, equipment or part of the Works and shall repeat the test and/or inspection upon giving a notice under **GCC.32.3**. All costs of such repeat tests shall be borne by the Contractor.
- GCC.32.6. If any dispute or difference of opinion shall arise between the Parties in connection with or arising out of the test and/or inspection of the plant, equipment or part of the Works that cannot be settled between the Parties within a reasonable period of time, it may be referred to the Adjudicator for determination in accordance with **GCC.9.1**.
- GCC.32.7. The Contractor shall afford DGPC and the Project Manager access at any reasonable time to the Site where the Works are being executed, in order to inspect the progress and the manner of execution of Works, provided that the Project Manager shall give the Contractor a reasonable prior notice.
- GCC.32.8. The Contractor agrees that neither the execution of a test and/or inspection of plant, equipment or any part of the Works, nor the attendance by DGPC or the Project Manager, nor the issue of any test certificate, shall release the Contractor from any other responsibilities under the Contract.
- GCC.32.9. No part of the Works or foundations shall be covered up on the Site without the Contractor carrying out any test and/or inspection required under the Contract. The Contractor shall give a reasonable notice to the Project Manager whenever any such part of the Works or foundations is ready or about to be ready for test and/or inspection; such test and/or inspection and notice thereof shall be subject to the



requirements of the Contract. The Project Manager shall then without unreasonable delay carry out the test/inspection or measurement.

GCC.32.10. The Contractor shall uncover any part of the Works or shall make openings in or through the same as the Project Manager may from time to time require at the Site and shall reinstate and make good such part or parts.

If any part of the Works have been covered up at the Site after compliance with the requirement of **GCC.32.9** and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by DGPC, and the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been delayed or impeded in the performance of any of its obligations under the Contract.

GCC.32.11. Notwithstanding any previous test or inspection, the Project Manager may instruct the Contractor to:

- a. Remove from the Site and replace any plant or materials which is not in accordance with the Contract,
- b. Remove and re-execute any other work which is not in accordance with the Contract, and
- c. Execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.

The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c) above.

If the Contractor fails to comply with the instruction, DGPC shall be entitled to employ and pay other persons to carry out the Works. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall pay to DGPC all costs arising from this failure.

GCC.33. Measurement and Evaluation

GCC.33.1. The Works shall be measured, and valued for payment, in accordance with this clause.

GCC.33.2. All items having a financial value shall be entered in measurement book, level book, etc., prescribed by the Project Manager so that a complete record is obtained of all Works performed under the Contract.

GCC.33.3. Measurement shall be taken jointly by the Project Manager or his authorized representative and the Contractor or his authorized representative.

GCC.33.4. Before taking measurements of any part of Works, the Project Manager or his authorized representative for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send his authorized representative for taking the measurements after such a notice or fails to countersign or to record the objection, if any, within a week from the date of measurement, then in any such



event measurements taken by the Project Manager or his authorized representative shall be taken to be correct measurements of the Works.

GCC.33.5. The Contractor shall, without extra charge, provide assistance with every appliance, labour, etc., necessary for taking measurements.

GCC.33.6. Measurements shall be signed and dated by both Parties each day on the Site on completion of measurement. If the Contractor objects to any of the measurements recorded, a note to that effect shall be made in the measurement book against the item objected to and such note shall be signed and dated by both the Parties engaged in taking the measurement. The decision of the Project Manager on any such dispute or difference or interpretation shall be final and binding on both the Parties and shall be beyond the scope of the provisions of settlement of disputes under the Contract.

GCC.33.7. Except as otherwise stated in the Contract:

- a. measurement shall be made of the net actual quantity of each items of the Works, and
- b. the method of measurement shall be in accordance with the Bill of Quantities/Technical Specifications.
- c. in case of extra items, the Project Manager shall specify the method of measurement for such items at the time of his order for execution of such extra item.

GCC.33.8. Except as otherwise stated in the Contract, the Project Manager shall proceed to agree or determine the Contract Price by evaluating each item of work, applying the measurement agreed or determined in accordance with the above clauses and the appropriate rate or price for the item.

GCC.34. Tests on Completion

GCC.34.1. The Contractor shall give to the Project Manager not less than twenty one (21) days' notice of the date after which the Contractor will be ready to carry out each of the tests on completion if so specified in the Technical Specifications Section VI. Unless otherwise agreed, tests on completion shall be carried out within fifteen (15) days after this date, on such day or days as the Project Manager shall instruct.

GCC.34.2. As soon as the Works, or a part thereof, have passed any tests on completion, the Contractor shall submit a certified report of the results of these tests to DGPC.

GCC.34.3. If the tests on completion are being unduly delayed by the Contractor, DGPC may by notice require the Contractor to carry out the tests within twenty one (21) days after receiving the notice. The Contractor shall carry out the tests on such day or days within that period as the Contractor may fix and of which he shall give notice to DGPC.

GCC.34.4. If the Contractor fails to carry out the tests on completion within the period of twenty one (21) days, the DGPC's personnel may proceed with the tests at the risk and cost of the Contractor. The tests on completion shall then be deemed to have



been carried out in the presence of the Contractor and the result of the tests shall be accepted as accurate.

GCC.34.5. If the Works, or a part, fail to pass the tests on completion, DGPC may require the failed tests on completion on any related work, to be repeated under the same terms and conditions.

GCC.34.6. If the Works, or a part, fail to pass the tests on completion repeated under GCC.34.5 above, the Project Manager shall be entitled to :

- a. order further repetition of tests on completion as provided under GCC.34.5;
- b. if the failure deprives DGPC of substantially the whole benefit of the Works or part, reject the Works or part (as the case may be), in which event DGPC shall have the same remedies as are provide in Defect Liability; or
- c. issue a Taking-Over Certificate, if DGPC so requests.

GCC.34.7. In the event of sub-paragraph (c) above, the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to DGPC as a result of this failure. Unless the relevant reduction for this failure is stated (or its methods of calculation is defined) in the Contract, DGPC may require the reduction to be agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-over Certificate is issued.

GCC.35. Taking Over of Works

GCC.35.1. The Works shall be taken over by DGPC after completion, either in full or in part (where separate Time for Completion has been provided for such part of the Works) upon successful completion of Works by the Contractor in accordance with provisions of Contract.

GCC.35.2. On successful completion of Works or any part thereof (where separate Time for Completion has been provided for such part of the Works) and upon request of the Contractor for taking over the Works and issuance of Taking Over Certificate (TOC), DGPC shall within forty-five (45) days from the date of notice given by the Contractor either issue the TOC or reject the application giving his reasons and specifying the defect to be remedied or any unfinished work required to be done by the Contractor to enable the TOC to be issued. If required, a joint survey of the Works can be undertaken by the Project Manager and Contractor to identify the defects and unfinished work. The Contractor shall accordingly remedy the defects and/or complete the remaining part of the Works, if any, within fifteen (15) days of the notice of such defects given by the Project Manager and give a fresh notice for taking over of the Works.

GCC.35.3. TOC shall be issued to the Contractor specifying the date on which the Works or any part thereof were complete and ready for taking over, after ascertaining the following:

- a. The Works under the Contract have been satisfactorily completed by the Contractor as per the provisions of Contract.



- b. The Contractor has cleared the Site of all the surplus materials, wreckage, rubbish and removed all scaffoldings, shuttering materials, labour huts/ sheds, cleaned the dirt from Site, temporary sanitary and water supply arrangements and all electrical gadgets/ equipments/ switches, wiring, any wood work or any such item, as relevant to the Contract to the satisfaction of the Project Manager, except those required for carrying out rectification works.
- c. All the defects have been rectified to the complete satisfaction of the Project Manager.
- d. The Contractor has furnished to the Project Manager “as-built drawings” of the Works and operating and maintenance manuals, if any, as specified in the Technical Specifications, in the specified number of copies, showing all Works as executed as per the requirement of DGPC as to their size, referencing system and other relevant details.

- GCC.35.4. Issuance of such certificates shall not relieve the Contractor of any of his obligations which otherwise were to be complied with under the terms and conditions of the Contract.
- GCC.35.5. Notwithstanding the above mentioned provisions, the issuance of TOC shall not be held up for delay in completion of minor outstanding works and rectification of defects that do not affect the use of the Works for their intended purpose. In such a case the Contractor shall however be required to give an undertaking that in case he fails to complete/rectify within a mutually agreed period, DGPC shall be at liberty to complete/rectify works at his risk and cost, and deduct an amount as may be considered appropriate by DGPC.
- GCC.35.6. If DGPC fails to issue TOC or to reject the Contractor’s request within forty-five (45) days of the latest notice given by the Contractor, and if the Works are substantially in accordance with the Contract, the TOC shall be deemed to have been issued on the last day of that period.
- GCC.35.7. Any part of the Works for which no separate Time for Completion has been provided shall not be taken over or used by DGPC unless mutually agreed between the Parties.
- GCC.35.8. Issuance of TOC for any part of the Works is only for the purpose of facilitating the Contractor to receive the payment for part of the Works completed and for determination of liquidated damages in respect thereof and shall not relieve the Contractor of his responsibilities under the Contract towards other parts of the Works.

F. GUARANTEES AND LIABILITIES

GCC.36. Liquidated Damages for delay

- GCC.36.1. The Contractor guarantees that it shall attain completion of Works (or a part of Works for which a separate Time for Completion is specified) within the Time for



Completion specified in SCC pursuant to GCC.11, or within such extended time to which the Contractor shall be entitled under GCC.45 hereof. For the purpose of determining the period of delay in the completion of Works, the period shall be calculated with reference to the date of commencement of Works and date of taking over of Works.

- CCC.36.2. If the Contractor fails to attain completion of Works or any part thereof within the Time for Completion or any extension thereof under GCC.45, the Contractor shall pay to DGPC liquidated damages in the amount computed at the rates specified in the SCC. The liquidated damages so payable is a genuine pre-estimate agreed by the Parties hereto of the loss or damage which DGPC would have suffered on account of delay without giving any proof of loss or damage. The aggregate amount of such liquidated damages shall in no event exceed the "Maximum" limit which is ten percent (10%) of the Executed Price. Once the "Maximum" is reached, DGPC may consider termination of the Contract, pursuant to GCC.49.2.2. DGPC may without prejudice to other remedies under the Contract deduct the amount of the liquidated damages from any monies due or becoming due to the Contractor or forfeit the Contract Performance Security.

Such payment shall completely satisfy the Contractor's obligation to attain completion of Works or the relevant part thereof within the Time for Completion or any extension thereof under GCC.45. However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Works or from any other duties, obligations and liabilities of the Contractor under the Contract.

- CCC.36.3. Bonus will be given for earlier completion of Works or part thereof if so specified in the SCC.
- CCC.36.4. In case the Works as a whole is completed by the Contractor within the stipulated Time for Completion, the interim liquidated damages imposed for delays in not achieving the specified interim contract milestones will be refunded to the Contractor after issuance of the defect liability certificate.
- CCC.36.5. DGPC, if not satisfied that the works can be completed by the Contractor within specified Time for Completion, and in the event of failure on the part of the Contractor to complete Works within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the Contract.
- CCC.36.6. In the event of such rescinding/termination of the Contract as described above DGPC shall be entitled to recover liquidated damages up to ten percent (10%) of the Executed Price. The Contract Performance Security shall be adjusted towards liquidated damages. The balance work under the Contract shall be got completed in any other manner at the risk and cost of the Contractor.

CCC.37. Defect Liability

- CCC.37.1. The Defect Liability Period shall be as specified in the SCC and shall commence from the date the Works are taken over by DGPC. Where any part of the Works is taken



over separately, the Defects Liability Period for that part shall commence on the date it was taken over.

GCC.37.2. If during the Defect Liability Period any defect is found in the design, engineering, materials and workmanship of the Works executed by the Contractor, the Contractor shall promptly, in consultation and agreement with DGPC regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good such defect as well as any damage to the Works caused by such defect.

GCC.37.3. If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Works caused by such defect within fifteen (15) days of the intimation of the defect, and complete the remedying of such defect within the time specified by DGPC, DGPC reserves the right to get such work done in a manner as mentioned hereunder:

- a. carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for the work; and the Contractor shall pay to DGPC the costs reasonably incurred by DGPC in remedying the defect or damage;
- b. require the Project Manager to agree or determine a reasonable reduction in the Contract Price; or
- c. if the defect or damage deprives DGPC of substantially the whole benefit of the Works or any major parts of the Works, DGPC may terminate the Contract as a whole, or in respect of such major part, which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, DGPC shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning plant and materials to the Contractor.

GCC.37.4. If the Works or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Works or such part, as the case may be, shall be extended by a period equal to the period during which the Works or such part cannot be used by DGPC because of any of the aforesaid reasons. Upon correction of the defects in the Works or any part thereof by repair/replacement, such repair/replacement shall have the Defect Liability Period for a period of eighteen (18) months from the time such replacement/repair of the Works or any part thereof has been completed.

GCC.37.5. On completion of the Defect Liability period of the whole of the Works or where Works have been taken over in parts, DGPC shall issue a Defect Liability Certificate to the Contractor certifying the successful completion of defect liability period.

GCC.38. Limitations of Liability

GCC.38.1. Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage, which may be suffered by the other Party in connection with the Contract, other than under **GCC.22**.



- GCC.38.2. The aggregate liability of the Contractor to DGPC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Works, or to any obligation of the Contractor to indemnify DGPC with respect to patent infringement.
- GCC.38.3. In all cases the Party claiming a breach of Contract or a right to be indemnified in accordance with the Contract shall be obliged to take all reasonable measures to mitigate the loss or damage.
- GCC.38.4. The limitation of liability shall not apply in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

G. RISK DISTRIBUTION

GCC.39. Protection of Works

The Contractor shall have total responsibility for protecting the Works till it is finally taken over by DGPC. No claim will be entertained by DGPC for any damage or loss to the Works and the Contractor shall be responsible for the complete restoration of the damaged works/equipments to its original condition to comply with the specification and drawings. Should any such damage to the Works occur because of other party not under Contractor's supervision or control, the Contractor shall settle his claim directly with the party concerned, and the Contractor shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of dispute.

GCC.40. Insurance

- GCC.40.1. Before commencing the execution of the Works, the Contractor shall, without in any way limiting his obligations and responsibilities under this clause, indemnify DGPC against any damage/loss or injury which may occur to any property or to any person (including any employee of DGPC) by or arising out of carrying out of the Contract, except due to reasons of force majeure.
- GCC.40.2. Towards this end, the Contractor shall arrange adequate insurance coverage, in the joint names of DGPC and the Contractor, from the date of commencement of the Works to the end of the respective periods specified below. The nature and content, amounts and deductibles on insurance shall be as further elaborated and detailed in the SCC for the following events which inter-alia will include the following:

Sl. No.	Nature of insurance	Period of insurance coverage
i	Loss of or damage to the Works including DGPC issued materials, if any	Upto the date of Taking Over of the last Works
ii	Loss of or damage to the Contractor's tools and plant	Upto the date of Taking Over of the last Works
iii	Loss of or damage to the property other than Works including those of third parties	Upto the completion of the Defects Liability Period



iv	Injury or death of personnel belonging to the Contractor, DGPC or any other party	Upto the completion of the Defects Liability Period
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The insurance policy for (iv) above shall be taken from Bhutanese insurance companies.

- GCC.40.3. Where DGPC's building or a part thereof is rented by the Contractor, he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature as to which the decision of the Project Manager shall be final.
- GCC.40.4. Contractor shall ensure that the insurance coverage of the above policies include any loss or damage to his staff, supervisors, engineers and others.
- GCC.40.5. All monies payable by the insurers under such policy or policies shall be first to be paid to DGPC who shall pay to the Contractor in instalments for the purpose of rebuilding or replacement or repair of the damaged Works. Contractor's tools & plant and/or materials destroyed or damaged as the case may be. Such payments of monies will be made in a manner that the payments are commensurate with the progress and cost of the repair, replacement and reconstruction, as may be and as determined by the Project Manager in consultation with the Contractor.
- GCC.40.6. Policies and certificate for insurance shall be delivered by the Contractor to the Project Manager.
- GCC.40.7. The aforesaid insurance policy/policies shall provide that they shall not be materially modified/cancelled till the Project Manager has agreed to such modification or cancellation in writing.
- GCC.40.8. Upon grant of the time extension by the Project Manager, it is understood that the Contractor's liability of indemnity will be extended suitably without any further action by DGPC and the Contractor shall promptly furnish documentary evidence to the Project Manager towards extension of insurance policies for the period of time extension.
- GCC.40.9. The Contractor shall ensure that where applicable, his Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for the part of the Works executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor.
- GCC.40.10. If the Contractor and/or his Subcontractors (if any) shall fail to effect and keep in force the insurance coverage, referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case DGPC may, without being bound to, effect and keep in force any such insurance coverage and pay such premium or premiums, as may be necessary for that purpose from time to time and deduct the amount so paid by DGPC from any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
- GCC.40.11. If the Contractor does not provide any of the policies and certificates required, DGPC with due notice to the Contractor may effect the insurance which the Contractor should have provided and recover the premiums DGPC has paid from



the payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due from the Contractor.

GCC.40.12. Nothing in this clause limits the obligations, liabilities or responsibilities of the Contractor, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor in accordance with these obligations, liabilities or responsibilities. However, if the Contractor fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and DGPC neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the Contractor.

GCC.41. Unforeseen adverse physical Conditions

GCC.41.1. If, during the execution of the Contract, the Contractor shall encounter on the Site any unforeseen adverse physical conditions that could not have been reasonably foreseen prior to the date of the Contract Agreement by an experienced contractor on the basis of reasonable examination of the data relating to the Works provided by DGPC, and on the basis of information that it could have obtained from a visual inspection of the Site (if access thereto was available) or other data readily available to it relating to the Works, and if the Contractor determines that it will in consequence of such conditions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions had not been encountered, the Contractor shall promptly, and before performing additional work or using additional plant, equipment, materials or Contractor's Equipment, notify the Project Manager in writing of:

- a. the physical adverse conditions on the Site that could not have been reasonably foreseen and the reasons for which the Contractor considers such condition to be unforeseen
- b. the additional work and/or plant, equipment, materials and/or Contractor's Equipment required, including the steps which the Contractor will or proposes to take to overcome such conditions
- c. the extent of the anticipated delay
- d. the additional cost and expense that the Contractor is likely to incur.

On receiving any notice from the Contractor under this clause **GCC.41.1**, the Project Manager and the Contractor shall jointly decide upon the actions to be taken to overcome the physical conditions encountered. Following such consultations, the Project Manager shall instruct the Contractor of the actions to be taken.

GCC.41.2. For this purpose, "physical condition" shall mean natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.



- GCC.41.3. Any reasonable additional cost and expense incurred by the Contractor in following the instructions from the Project Manager to overcome such physical conditions referred to in GCC.41.1 shall be paid by DGPC to the Contractor as an addition to the Contract Price.
- GCC.41.4. However, before additional cost is finally agreed, the Project Manager may also review whether other physical conditions in any part of the Works were more favourable than could reasonably have been foreseen when the Contractor submitted his Bid. If and to the extent that these more favourable conditions were encountered, the Project Manager may decide the reduction in cost which were due to these conditions, which may be included (as deductions) in the Contract Price. However, the net effect of all adjustments under GCC.41.3 above and all these reductions, for all the physical conditions encountered in any part of Works, shall not result in a net reduction in the Contract Price.
- GCC.41.5. If the Contractor is delayed or impeded in the performance of the Contract because of any such physical conditions referred to in GCC.41.1, the Time for Completion shall be extended in accordance with GCC.45.
- GCC.41.6. Failure to reach an agreement with the Contractor on reasonable additional cost and additional Time for Completion under GCC.41.3 and GCC.41.4 above, the matter shall be referred for settlement by the Adjudicator.

GCC.42. Change in Laws and Regulations

- GCC.42.1. If, after the date thirty (30) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in the Kingdom of Bhutan (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC.15.

GCC.43. Force Majeure

- GCC.43.1. "Force Majeure" shall mean any event or circumstance beyond the control of DGPC or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected and which substantially affect the performance of the Contract. The event and circumstances of Force Majeure shall include, without limitation, the following:
- a. war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war;
 - b. rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts;



- c. confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de-jure or de-facto authority or ruler or any other act or failure to act of any government authority;
- d. strike by persons other than Contactor's or Subcontractors employees/workers/labourers, sabotage, lockout, freight embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, epidemics, quarantine and plague;
- e. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition (Inclement weather conditions shall either be in winter or in monsoon season which results in stoppage of work and such stoppage of work is duly recorded in the hindrance records maintained by the Druk Green for each contract. Provided where for the period of monsoon, the completion time has already been excluded), nuclear and pressure waves or other natural or physical disaster;
- f. shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.

GCC.43.2. If either Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fifteen (15) days after the occurrence of such event.

GCC.43.3. The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them. The Time for Completion shall be extended in accordance with GCC.45.

GCC.43.4. The Party or Parties affected by the event of Force Majeure shall at all times use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract so far as reasonably practicable.

GCC.43.5. Delay or non- performance by either Party hereto caused by the occurrence of any event of Force Majeure shall not

- a. constitute a default or breach of the Contract;
- b. give rise to any claim for damages or additional cost or expense occasioned thereby

if and to the extent that such delay or non- performance is caused by the occurrence of an event of Force Majeure occurring after the Contract becomes effective.

GCC.43.6. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a



mutually satisfactory solution, failing which the dispute shall be resolved in accordance with GCC.9.

CCC.43.7. Notwithstanding GCC.43.5, Force Majeure shall not apply to any obligation of DGPC to make payments to the Contractor herein.

CCC.43.8. Notwithstanding any other provision of this clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

- a. the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract; and
- b. the sum payable by DGPC to the Contractor shall be the same as would have been payable under GCC.49.1.3 if the Contract had been terminated under GCC.49.1.

CCC.43.9. Loss to any Party due to occurrence of Force Majeure event shall be borne by the respective Party. However, the reconstruction of the damaged Works shall be executed by the Contractor upon receiving the instructions from DGPC. The Contractor shall be paid for this work by DGPC at contract rates with suitable extension of Time for Completion. Provided further that cost of redoing of damaged Works due to Force Majeure events insurable as on Effective Date of Contract shall not be payable to the Contractor by DGPC.

CCC.43.10. Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- a. Unavailability, late delivery, or changes in cost of the plant, machinery, Contractor's Equipment, materials, spare parts, oil and lubricants or other consumables required for the execution of the Works;
- b. Delay in the performance by the Contractor and his Subcontractors or agents;
- c. Strikes or labour disturbances at the facilities of the Parties;
- d. Insufficiency of finances or funds; and
- e. Non-performance caused by, or connected with, the Parties:
 - (i) Negligent or intentional acts, errors or omissions;
 - (ii) Failure to comply with any law; or
 - (iii) Breach of, or default under the Contract.



H. CHANGE IN CONTRACT ELEMENTS

GCC.44. Change in Works

GCC.44.1. Introducing a Change

GCC.44.1.1. DGPC shall have the right to propose, and subsequently require, that the Project Manager order the Contractor from time to time during the performance of the Contract to make any change, modification, addition/alteration or deletion to, in or from the Works in the form, quantity or quality of the Works or any part thereof (hereinafter called "Change"), provided that such Change falls within the general scope of the Works and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Works and the technical compatibility of the Change envisaged with the nature of the Works as specified in the Contract. Such changes shall include but not limited to the following:

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

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

GCC.44.1.2. The Contractor may from time to time during its performance of the Contract propose to DGPC (with a copy to the Project Manager) any Change that the Contractor considers necessary or desirable to improve the quality, efficiency or safety of the Works. DGPC may at its discretion approve or reject any Change proposed by the Contractor.

GCC.44.1.3. Notwithstanding GCC.44.1.1 and GCC.44.1.2, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

GCC.44.1.4. The Contractor shall be under obligation to agree for the Changes as may be required during the execution of the Contract as per directions of the Project Manager and execute such changes at the same rates included in the Contract, provided the total effect of such changes does not exceed the limit of plus/minus



twenty percent (+20%) of the Contract Price. Such ceiling will however be applicable only for items of work/supply for which rates are provided in the Contract. Notwithstanding the aforesaid provision, the quantities for individual items, if specified in the Contract, can vary to any extent. No claim for revision of rates for any individual item in the Bill of Quantities shall be admissible irrespective of the extent to which the ordered quantity may get revised (+) or (-) during the actual execution of the Works. For Change beyond twenty percent (20%) of the Contract Price, the adjustment in the rates for Bill of Quantity items shall be made as per GCC.44.4.

GCC.44.1.5. The procedure on how to proceed with and execute Changes is specified in GCC.44.2 and GCC.44.3.

GCC.44.2. Changes originating from DGPC

GCC.44.2.1. If DGPC proposes a Change pursuant to GCC.44.1.1, it shall send to the Contractor a “Request for Change Proposal,” requiring the Contractor to prepare and furnish to the Project Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:

- a. brief description of the Change;
- b. effect on the Time for Completion;
- c. estimated cost of the Change;
- d. effect on any other provisions of the Contract.

GCC.44.2.2. The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the rates and prices of any Change are not available in the Contract, the rates for such items as far as practicable shall be derived from the analogous/similar items in the Bill of Quantities. The decision to select analogous/similar items shall be taken by the Project Manager, which shall be conclusive and binding on the Contractor. In cases where analogous/similar items are not available in the Bill of Quantities, such items shall be treated as extra items. The rates for extra items shall be determined as per GCC.44.4.2.

GCC.44.3. Changes originating from Contractor

GCC.44.3.1. If the Contractor proposes a Change pursuant to GCC.44.1.2, the Contractor shall submit to the Project Manager a written “Application for Change Proposal,” giving reasons for the proposed Change and including the information specified in GCC.44.2.1.

GCC.44.4. Adjustment of the Contract Price

GCC.44.4.1. If reduction or increase in the Contract Price due to Change is found to be more than twenty percent (20%) of the Contract Price, the Contract Price shall be adjusted as per the rates below:

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

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

Illustration

- a) In case of variation in value of work by (plus) + sixty percent (60%), the payment for (60-20) percent, i.e. forty percent (40%) of value of work shall be decreased by four percent (4%). The reduction in Contract rates shall commence as soon as the value of work executed reaches 120% of Contract Price.
- b) In case of variation in value of work by (minus) – fifty-five percent (55%), the payment for (55-20) percent i.e., thirty-five percent (35%) of value of work shall be increased by eight percent (8%).

GCC.44.4.2. The Contractor within fifteen (15) days from the receipt of an order to execute any extra item shall submit rate analysis to the Project Manager supported by documentary evidence of basic rates adopted therein; having regard to the cost of materials, actual wages of labour, and other operational costs. The analysis so provided by the Contractor shall form the basis for determination of rates for such extra items. Extra items of work/supply which are not provided in the Bill of Quantities shall be paid on the basis of Bhutan Schedule of Rates (BSR) after adjusting such rates for the place of Works and time period elapsed after the date of BSR. If rates for such extra items are not available in BSR, the rates for such items shall be determined based on the actual expenditure relating to that item including cost of materials, fabrication/machinery handling and erection at Site plus twenty percent (20%) towards overheads including profits. The price of varied items determined by the Project Manager shall be final and binding on the Contractor. No payment shall be made for the items of Works ordered to be omitted.

GCC.44.4.3. If there is delay in DGPC and the Contractor coming to an agreement on the rate of varied work, provisional rates at the rate of seventy-five percent (75%) of the rates as determined by DGPC will be payable till such time as the rates are finally determined. In any case, DGPC shall decide the rates within a maximum period of forty-five (45) days from the date of submission for the analysis of rates by the Contractor.

GCC.44.4.4. Items of works for which rates have been derived as per **GCC.44.2.2** shall be eligible for price adjustment as per the price adjustment formula with base date as per the Contract. Rates for extra items, derived as per **GCC.44.4.2** above, shall be eligible for price adjustment as per the price adjustment formula with base date corresponding to the date of input costs considered for working out the rates.

GCC.44.5. Day Work



- GCC.44.5.1. For work of a minor or incidental nature not covered in the Bill of Quantities, the Project Manager may instruct that a Change shall be executed on a daywork basis.
- GCC.44.5.2. The Contractor shall deliver each day to the Project Manager accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work:
- a. the names, occupations and time of Contractor's employees,
 - b. the identification, type and time of Contractor's Equipment and temporary works, and
 - c. the quantities and types of plant and materials used.
- GCC.44.5.3. One copy of each statement will, if correct, or when agreed, be signed by the Project Manager and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Project Manager for further approval and inclusion in the next running bill for payment.
- GCC.44.6. Record of costs
- GCC.44.6.1. In any case where the Contractor is instructed to proceed with a variation prior to the determination of the adjustment to the Contract Price in respect thereof, the Contractor shall keep records of the cost of undertaking the variation and of time expended thereon. Such records shall be open to inspection by the Project Manager at all reasonable times.

GCC.45. Extension of Time for Completion

- GCC.45.1. The Time(s) for Completion specified in the SCC shall be extended by DGPC, if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:
- a. any Change in the Works as provided in GCC.44, or
 - b. any occurrence of Force Majeure as provided in GCC.43, or
 - c. any unforeseen or adverse physical conditions as provided in GCC.41, or
 - d. any suspension order given by DGPC under GCC.48 or reduction in the rate of progress pursuant to GCC.48.2 or
 - e. any changes in laws and regulations as provided in GCC.42 or
 - f. any act of omission on the part of DGPC or its authorized representative to the extent such omission has caused delay in the Contractor's performance of his work.
 - g. any failure to supply the items listed in SCC by DGPC, or
 - h. any act, omission or delay on the part of any other contractors employed by DGPC for executing work not forming part of this Contract, or
 - i. any delay or disruption of the Contractor's work by the relevant legally constituted public authorities of the Kingdom of Bhutan, provided the



Contractor has diligently followed the procedures laid down by such authorities, or

- j. any other default or breach of the Contract by DGPC.

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.

- GCC.45.2. Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Project Manager a notice in writing of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension within thirty (30) days of the commencement of such event or circumstance. Within thirty (30) days after receipt of such notice and supporting particulars of the claim, DGPC shall agree upon the fair and reasonable period of extension, which shall be final and binding on the Contractor.
- GCC.45.3. The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.
- GCC.45.4. In no case the extension in Time for Completion will be permitted for the defaults on the part of the Contractor

GCC.46. Contractor's Claims

- GCC.46.1. If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any clause of GCC or otherwise in connection with the Contract, the Contractor shall give notice to DGPC, describing the event or circumstances giving rise to the claim. The notice shall be given as soon as practicable, and not later than thirty (30) days after the Contractor became aware, or should have become aware, of the event or circumstance.
- GCC.46.2. If the Contractor fails to give notice of a claim within such period of thirty (30) days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and DGPC shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this sub-clause shall apply.
- GCC.46.3. The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, as relevant to such event or Circumstances.
- GCC.46.4. The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the DGPC's liability, the Project Manager may, after receiving any notice under this sub-clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.
- GCC.46.5. Within forty-two (42) days after the Contractor became aware (or should have become aware) of the event or circumstances giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed



claim which includes full supporting particulars of the basis of the claim and for the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- a) this fully detailed claim shall be considered as interim;
- b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
- c) the Contractor shall send a final claim thirty (30) days after the end of the effects resulting from the event or circumstances, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

GCC.46.6. Within forty-two (42) days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principals of the claim within such time.

GCC.46.7. Each payment certificate shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claims, as he has been able to substantiate.

GCC.46.8. The Project Manager shall proceed to determine (i) the extension (if any) of the Time for Completion (before or after its expiry), and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

GCC.46.9. The requirements of this sub-clause are in addition to those of any other sub-clause, which may apply to a claim. If the Contractor fails to comply with this or any other sub-clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this sub-clause.

GCC.47. Claims towards idling of resources

GCC.47.1. Components of claim admissible hereunder towards additional cost incurred by the Contractor due to idling of resources in connection with execution of Contract for reasons given hereunder shall be evaluated by the Project Manager:

- a) DGPC does not give possession to Site or a part of the Site free of all encumbrances by the Site possession date stated in the SCC;
- b) DGPC modifies the schedule of other contractors in a way which affects the works of the Contractor under the Contract;
- c) DGPC's representatives' does not issue Drawings, Technical Specifications or instructions required for the execution of Works as per agreed schedule;



d) Other contractors or DGPC does not work within the dates stated in the Contract that cause delay or extra work to the Contractor.

GCC.47.2. The evaluation of compensation towards idling of resources done by the Project Manager shall be final and binding on the Contractor. The procedure as provided in GCC.46 for settlement of claims shall also apply for such claims.

GCC.48. Suspension

GCC.48.1. Project Manager at any time may, by notice to the Contractor, order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons thereof. The Contractor shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Works against any deterioration, loss or damage) until ordered in writing to resume such performance by the Project Manager.

If, by virtue of a suspension order given by the Project Manager, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Project Manager requiring that DGPC shall, within thirty (30) days of receipt of the notice, order the resumption of such performance or request and subsequently order a Change in the Works in accordance with GCC.44, excluding the performance of the suspended obligations from the Contract.

If DGPC fails to do so within such period, the Contractor may, by a further notice to the Project Manager, elect to treat the suspension, where it affects only a part of the Works, as a deletion of such part of the Works in accordance with GCC.44 or, where it affects the whole of the Works, as termination of the Contract under GCC.49.1.

GCC.48.2. If the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to DGPC, including but not limited to DGPC's failure to provide possession of or access to the Site or other areas in accordance with GCC.26.11, or failure to obtain any governmental permit necessary for the execution and/or completion of the Works or failure to make any due payment even after a period of sixty (60) days from the due date; then the Contractor may by fifteen (15) days' notice to DGPC suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.

GCC.48.3. After the permission or instruction to proceed is given by the Project Manager, the Contractor and the Project Manager shall jointly examine the Works and the plant and materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or plant or materials, which has occurred during the suspension.

GCC.48.4. If the Contractor's performance of its obligations is suspended for a cumulative period of more than thirty (30) days or the rate of progress is reduced pursuant to



this clause **GCC.48**, then the Time for Completion shall be extended in accordance with **GCC.45.1** equivalent to the period of suspension plus twenty-five percent (25%) thereof, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by DGPC, as considered reasonable, to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's faulty design, workmanship or materials or of the Contractor's failure to protect, store or secure the Works in accordance with **GCC.48.1** or any other default or breach of the Contract.

GCC.48.5. During the period of suspension, the Contractor shall not remove from the Site any plant, equipment, material or any part of the Works or any Contractor's Equipment, without the prior written consent of DGPC.

GCC.49. Termination

GCC.49.1. Termination for DGPC's Convenience

GCC.49.1.1. DGPC may at any time decide to terminate the Contract, in whole or in part, for any reason whatsoever by giving the Contractor and a copy to the Project Manager a thirty (30) days prior notice of termination that refers to this clause **GCC.49.1**. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the said termination of the whole or part of the Works.

GCC.49.1.2. Upon receipt of the notice of termination under **GCC.49.1.1**, the Contractor shall either immediately or upon the date specified in the notice of termination

- a. cease all further work, except for such work as DGPC may specify in the notice of termination for the sole purpose of protecting that part of the Works already executed, or any work required to leave the Site in a clean and safe condition;
- b. terminate all subcontracts, except those to be assigned to DGPC pursuant to paragraph (d) (ii) below;
- c. remove all Contractor's Equipment from the Site, repatriate the Contractor's and itsSubcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition;
- d. In addition, the Contractor, subject to the payment specified in **GCC.49.1.3**, shall
 - i. deliver to DGPC the parts of the Works executed by the Contractor up to the date of termination;
 - ii. to the extent legally possible, assign to DGPC all right, title and benefit of the Contractor to the Works and to the plant, equipment or material as at the date of termination, and, as may be required by



DGPC, in any subcontracts concluded between the Contractor and its Subcontractors;

- iii. deliver to DGPC all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Works.

GCC.49.1.3. In the event of termination of the Contract under **GCC.49.1.1**, DGPC shall pay to the Contractor the following amounts:

- a. the Contract Price, properly attributable to the parts of the Works executed by the Contractor as of the date of termination;
- b. any amounts to be paid by the Contractor to its Subcontractors in connection with the Works under any subcontracts;
- c. costs incurred by the Contractor in protecting the Works and leaving the Site in a clean and safe condition pursuant to paragraph (a) of **GCC.49.1.2**;
- d. any cost incurred on preliminary Site work, i.e., access roads, labour huts, staff quarters and Site offices, storage accommodation and water storage tanks, etc.
 - DGPC shall have the option to take over Contractor's facilities/materials or any part thereof either brought to Site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the Works), provided, however, DGPC shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by DGPC, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
 - For Contractor's materials not retained by DGPC, reasonable cost of transporting such materials from Site to Contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- e. reasonable compensation for actual transfer of Contractor's Equipment from Site to Contractor's permanent place of work,
- f. the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third Parties in connection with the Contract and that are not covered by paragraphs (a) through (e) above.

GCC.49.1.4. The Contractor shall, if required by the Project Manager, furnish to him wage books, time sheets and other relevant documents as may be reasonably necessary to enable him to certify the reasonableness the amount payable under this clause.



GCC.49.1.5. After the termination has taken effect under this clause DGPC shall promptly return the contract performance security to the Contractor.

GCC.49.2. Termination for Contractor's Default

GCC.49.2.1. DGPC, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in any of the following circumstances by giving a fifteen (15) days prior notice of termination with a copy to the Project Manager and its reasons thereof to the Contractor, referring to this clause **GCC.49.2.1**. If the Contractor:

- a. becomes bankrupt or insolvent or goes into liquidation, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt;
- b. assigns or transfers or subcontracts (engagement of labour on piece work basis shall not be deemed to be subcontracting) the Contract in whole or in part or any right or interest therein or attempts to assign, transfer or subcontract in violation of the provision of **GCC.50**;
- c. in the opinion of DGPC, has engaged in fraud or corruption, as defined in **GCC.4** in competing for or in executing the Contract.

GCC.49.2.2. If the Contractor

- a. has abandoned the Works or otherwise plainly demonstrates its intention not to continue performance of his obligations under the Contract;
- b. has without valid reason failed to commence the Works pursuant to a notice given by the Project Manager to commence the Works under **GCC.11** or has suspended (other than pursuant to **GCC.48.2**) the progress of Contract performance for more than thirty (30) days after receiving a written instruction from DGPC to proceed;
- c. persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause and does not make good such failure or neglect within reasonable period even after a written notice by the Project Manager;
- d. refuses or is unable to provide sufficient materials, services or labour to execute and complete the Works in the manner specified in the program furnished under **GCC.24.2** at rates of progress that give reasonable assurance to DGPC that the Contractor can attain completion of the Works by the Time for Completion as extended;
- e. the liquidated damages to be levied in terms of the provisions under **GCC.36.2** has reached a maximum of ten percent (10%) of the Contract Price and it



appears to the Project Manager that the Contractor is unable to complete the Works.

then DGPC may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fifteen (15) days of its receipt of such notice, then DGPC may terminate the Contract forthwith, either in whole or in part, by giving a notice of termination to the Contractor that refers to this clause **CCC.49.2.2**.

CCC.49.2.3. Upon receipt of the notice of termination under **CCC.49.2.1** or **CCC.49.2.2**, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

- a. cease all further work, except for such work as DGPC may specify in the notice of termination for the sole purpose of protecting that part of the Works already executed, or any work required to leave the Site in a clean and safe condition;
- b. terminate all subcontracts, except those to be assigned to DGPC pursuant to paragraph (d) below;
- c. deliver to DGPC the parts of the Works executed by the Contractor up to the date of termination;
- d. to the extent legally possible, assign to DGPC all right, title and benefit of the Contractor to the Works as at the date of termination, and, as may be required by DGPC, in any subcontracts concluded between the Contractor and its Subcontractors;
- e. deliver to DGPC all non proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Works.

CCC.49.2.4. DGPC may enter upon the Site, expel the Contractor, and complete the Works itself or by employing any third party at the risk and cost of the Contractor. The Contractor shall not be allowed to remove any materials, plant and temporary works from the Site until the matter is amicably resolved. DGPC or any third party may then use the Contractor's materials, equipment, design documents for completing the Works. DGPC may, to the exclusion of any right of the Contractor over the same, take over and use Contractor's Equipment with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of DGPC and with an indemnification by DGPC for all liability including damage or injury to persons arising out of DGPC's use of such equipment, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Works for such reasonable period as DGPC considers expedient for the completion of the Works.

Upon completion of the Works or at such earlier date as DGPC thinks appropriate, DGPC shall give notice to the Contractor that such Contractor's Equipment will be



returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

- GCC.49.2.5. Subject to **GCC.49.2.6**, the Contractor shall be entitled to be paid the following:
- a. the Contract Price, properly attributable to the parts of the Works executed by the Contractor as of the date of termination;
 - b. any amounts to be paid by the Contractor to its Subcontractors in connection with the Works under any subcontracts;
 - c. costs incurred by the Contractor in protecting the Works and leaving the Site in a clean and safe condition pursuant to paragraph (a) of **GCC.49.2.3**.

Any sums due to DGPC from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract. If DGPC is not able to recover its dues from the Contractor, the Contractor's Equipment may be sold by DGPC to recover this payment. Any balance of the proceeds from the sale of such Contractor's Equipment shall then be paid to the Contractor.

- GCC.49.2.6. If DGPC completes the Works, the cost of completing the Works by DGPC till the completion of Defect Liability Period shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to **GCC.49.2.5**, plus the reasonable costs incurred by DGPC in completing the Works, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due to the Contractor under **GCC.49.2.5**, the Contractor shall pay the balance to DGPC, and if such excess is less than the sums due to the Contractor under **GCC.49.2.5**, DGPC shall pay the balance to the Contractor.

DGPC and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

- GCC.49.3. Termination by Contractor

- GCC.49.3.1. The Contractor may terminate the Contract by giving a notice of fifteen (15) days to DGPC to that effect, referring to this clause **GCC.49.3.1**, if:

- a. DGPC becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if DGPC takes or suffers any other analogous action in consequence of debt;
- b. DGPC substantially fails to perform its obligations under the Contract;
- c. a prolonged suspension affects the whole of the Works.



- GCC.49.3.2. If the Contract is terminated under **GCC.49.3.1**, then the Contractor shall immediately
- a. cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Works already executed, or any work required to leave the Site in a clean and safe condition;
 - b. terminate all subcontracts, except those to be assigned to DGPC pursuant to paragraph (d) (ii) below;
 - c. remove all Contractor's Equipment from the Site and repatriate the Contractor's and its Subcontractor's personnel from the Site;
 - d. In addition, the Contractor, subject to the payment specified in **GCC.49.3.3**, shall
 - i. deliver to DGPC the parts of the Works executed by the Contractor up to the date of termination;
 - ii. to the extent legally possible, assign to DGPC all right, title and benefit of the Contractor to the Works and to the plant, equipment or materials as of the date of termination, and, as may be required by DGPC, in any subcontracts concluded between the Contractor and its Subcontractors;
 - iii. deliver to DGPC all non proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Works.
- GCC.49.3.3. If the Contract is terminated under **GCC.49.3.1**, DGPC shall pay to the Contractor all payments specified in **GCC.49.1.3**.
- GCC.49.3.4. Termination by the Contractor pursuant to this clause **GCC.49.3** is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of or in addition to rights conferred by **GCC.49.3**.
- GCC.49.4. In this clause **GCC.49**, in calculating any monies due from DGPC to the Contractor, account shall be taken of any sum previously paid by DGPC to the Contractor under the Contract, including any advance payment paid pursuant to **GCC.13**.

GCC.50. Assignment

- GCC.50.1. The Contractor shall not, without the express prior written consent of DGPC, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Contractor shall be entitled to:
- (i) assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract in favour of its bankers;
 - (ii) assign to the insurers (in cases where the insurers have discharged the Contractor's loss or liability) of the Contractor's right to obtain relief from any other liable party.



GCC.51. Release from Performance

GCC.51.1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either DGPCor the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.



SECTION V – SPECIAL CONDITIONS OF CONTRACT



SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause Reference	Particulars
A. CONTRACT AND INTERPRETATION	
GCC.3.9	The Contract shall be deemed to have come into full force and effect from the date of signing of contract.
GCC.8.1	The courts of <i>Thimphu</i> , shall have exclusive jurisdiction in all matters arising out of the Contract.
B. SUBJECT MATTER OF CONTRACT	
GCC.9.1.2	Disputes arising from the implementation of the provisions of the Contract shall be settled first by negotiations between the Contractor and DGPC in order to arrive at an amicable settlement.
GCC.9.2.2	The Appointing Authority for the appointment of Adjudicator shall be: <i>Associate Director, THP, DGPC, Rinchentse.</i>
GCC.9.2.5	The fees and expenditure to be paid to the Adjudicator shall be: As agreed at the time of appointment of the Adjudicator.
GCC.9.3.3	Institution whose arbitration procedures shall be used: <u>For Contracts with Bhutanese Contractors</u> All disputes arising in connection with the present Contract shall be finally resolved by arbitration in accordance with the rules and procedures of the Alternate Dispute Resolution Act 2013.
GCC.9.3.3	The place of arbitration shall be: <i>[Thimphu]</i> .
GCC.11.2	Completion of Works shall be attained within: 8 months from the date of issue of Notification of award.
C. PAYMENT	
GCC.13.2.2	The Contractor shall be entitled to secured advance of 75% of the cost of materials delivered at site.
GCC.15.4	Fixed component of the Base Contract Price (F) = NA. Variable components of the Base Contract Price: NA.
GCC.15.5	NA.
GCC.17.4	The present rate of deduction of tax at source of the gross value of the invoice is 2% (two percentage) in case of Bhutanese Bidders.



GCC Clause Reference	Particulars												
GCC.18.2	The Performance Security shall be submitted in the form of a bank guarantee/demand draft.												
D. WORK EXECUTION													
GCC.23.1	The Project Manager shall be: Sangay Ihamo, CE, Civil Division, THP, DGPC, Rinchentse.												
GCC.23.2.1	The amount to be deducted for the key personnel not employed by the contractor for each personnel is: NA												
GCC.25.1	The Works or part of Works that can be subcontracted and the qualifying requirement for the selection of Subcontractors to perform such part are: NA.												
GCC.26.2.4	The amount to be deducted for the equipments not available at site is: NA												
GCC.26.11.1	The Site possession dates shall be decided by Project Manager, Civil Division, THP.												
GCC.27.3	“The Contractor shall make its own arrangements for supply of water required for the Works at its own cost.”												
GCC.29.1	The following materials shall be issued by DGPC to the Contractor, as per requirements, free of cost: The Druk Green will not issue any material for Completion of the Works.												
E. GUARANTEES AND LIABILITIES													
GCC.36.2	The applicable rate of liquidated damages shall be 0.15% per day of delay, maximum of 10% on the total Executed Price.												
GCC.36.3	There will be no bonus payment for early completion of the Works.												
GCC.37.1	The Defect Liability Period will be 12 (twelve) months from the handing over of the work.												
GCC.40.2	<p>The nature and content, amounts and deductibles on insurance shall be as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">S.No</th> <th style="width: 35%;">Insurance</th> <th style="width: 20%;">Amount Insured</th> <th style="width: 35%;">Deductable</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Loss of or damage to the Works including DGPC issued materials, if any</td> <td>110% of the cost of Works</td> <td>Minimum as per insurance policy</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Loss of or damage to the</td> <td>110% of the cost of tools and plant</td> <td>Minimum as per insurance policy</td> </tr> </tbody> </table>	S.No	Insurance	Amount Insured	Deductable	1.	Loss of or damage to the Works including DGPC issued materials, if any	110% of the cost of Works	Minimum as per insurance policy	2.	Loss of or damage to the	110% of the cost of tools and plant	Minimum as per insurance policy
S.No	Insurance	Amount Insured	Deductable										
1.	Loss of or damage to the Works including DGPC issued materials, if any	110% of the cost of Works	Minimum as per insurance policy										
2.	Loss of or damage to the	110% of the cost of tools and plant	Minimum as per insurance policy										



GCC Clause Reference	Particulars				
		Contractor's tools and plant			
	3.	Loss of or damage to the property other than Works including those of third parties	As permissible under the policy	Not applicable	
	4.	Injury or death of personnel belonging to the Contractor, DGPC or any other party	As permissible under the policy	Not applicable	



SECTION VI – TECHNICAL SPECIFICATIONS AND DRAWINGS



1. Background about DGPC

Druk Green Power Corporation Limited (DGPC) is a wholly owned subsidiary of Druk Holding and Investment Limited established in 2008 with the merger of the erstwhile hydropower corporations in the country. DGPC is mandated to promote, develop and maintain major hydropower assets of Bhutan in a sustainable manner. DGPC operates and manages four hydropower plants with a total installed capacity of 1,480 MW namely 64 MW Basochu Hydropower Plant, 336 MW Chhukha Hydropower Plant, 60 MW Kurichu Hydropower Plant and 1,020 MW Tala Hydropower Plant.

The 1,020 MW Tala Hydropower Plant (THP) is located at Tabji under Chhukha Dzongkhag in western Bhutan downstream of Chhukha Hydropower Plant is the largest power plant (profit center) of Druk Green Power Corporation Limited (DGPC). The project was completed at a cost of Nu. 41,258.55 million.

2. Scope of Works

- ✓ Renovation of old gup's office by removing existing roof, windows, doors, wooden floor, wooden beam, column and replacement with new door, UPVC windows, wooden Floor and steel beams and column.
- ✓ Construction of toilets attached to the building.
- ✓

3. Technical Specifications

PART A: CIVIL WORKS

DISMANTLING AND DEMOLISHING WORKS

General

Dismantling implies careful removal of materials from a structure or a part of it without damage. Demolition implies breaking up whole or part of work, structure etc. The work consist of removing any structure(s) which are in place but interfere with the new construction or are not suitable to be in place, and of salvaging and disposing of the resulting materials and back filling the resulting trenches and pits.

The scheme for dismantling (generally in the reverse order of the one in which the structure was constructed) shall be approved by the Engineer before starting the work. Necessary propping, shoring, underpinning, shielding and fencing of areas shall be carried out so that no damage is caused to adjoining work, people or property, in any manner. Temporary enclosures, partitions etc shall be provided as required. Nuisance of dust shall be kept down to the minimum. Personal Protective Equipment such as helmets, goggles, safety belts etc. shall be used wherever required as per the directives of the Engineer. First aid equipment shall be made available at all demolition



works of any magnitude. OHS guidelines must be followed and practised to prevent any workplace hazard or accident.

Dismantling shall be done in a systematic manner. Materials likely to be damaged by dropping shall be carefully removed and lowered (not thrown) and properly stacked. Nails, screws and bolts, shall wherever required, be removed by use of proper tools in order to remove items fixed with them. The latter should not be removed by tearing or ripping off.

All operations necessary for the removal of any existing structure that might endanger new construction shall be removed completely prior to the start of the work.

All materials obtained from dismantling or demolition shall be the property of the Government unless otherwise specified and such materials shall be kept in safe custody until they are handed over to the Engineer. All serviceable materials shall be stacked properly. Unserviceable materials shall be disposed off as directed by the Engineer. The distinction between the serviceable and unserviceable materials shall be as per the direction of the Engineer.

- 1. Demolishing cement concrete 1:3:6 & richer, including disposal of materials within all leads**
- 2. Demolishing stone rubble masonry including stacking useful materials & disposal of rubbish within all lead - In cement mortar**

Measurement: Parts of work required to be dismantled and those required to be demolished shall be measured separately. The length, breadth and thickness shall be measured correct to 10mm and the cubical contents shall be worked out correct to two places of decimal. In measuring thickness of roofs provided with water proofing treatments with bitumen felts, the thickness of water proofing treatment shall be ignored. Where reinforcement steel or structural steel is required to be separated, the work shall be measured separately in kg of salvaged steel

Rate: The rate shall include the cost of all labour involved and tools used in demolishing and dismantling including scaffolding. The rate shall also include the charges for separating out and stacking the serviceable material properly and disposing of unserviceable material within all leads. The rate shall also include for temporary shoring for the safety of portions not required to be pulled down, or of adjoining property, and providing temporary enclosures or partitions, where considered necessary.

- 3. Dismantling wood work of sectional area 40 sq.cm and above in frames, trusses (<10m span) including stacking within all leads**
- 4. Extra for dismantling trusses, rafters, purlins etc. of every additional span of 1 metre or part thereof for span >10m (sectional area > 40sq.cm)**
- 5. Dismantling doors, windows and clerestory windows >3sq.m (steel/wood) including architrave, hold fasts, and stacking within all leads and supporting the existing wall on top to avoid collapsing**

Dismantling of doors, windows, clerestory windows, ventilators etc. (wood or metal) whether done separately or along with removal of wall by making recess in the wall shall be enumerated. Those exceeding 3m² each in area shall be measured separately. The item shall include removal of frames, architraves, holdfasts and other attachments.



Measurement: The length, breadth and thickness shall be measured correct to 10 mm and the cubical contents shall be worked out correct to two places of decimal. In measuring thickness of roofs provided with water proofing treatments with bitumen felts, the thickness of water proofing treatment shall be ignored. Where reinforcement steel or structural steel required to be separated, the work shall be measured separately in Kg of salvaged steel. For taking out only shutters the measurements shall be taken separately.

Rate: The rate shall include the cost of all labour involved and tools used in demolishing and dismantling including scaffolding. The rate shall also include the charges for separating out and stacking the serviceable material properly and disposing of unserviceable material within all leads.

The rate shall also include for temporary shoring for the safety of portions not required to be pulled down, or of adjoining property, and providing temporary enclosures or partitions, where considered necessary.

6. Dismantling wooden flooring including stacking useful materials & disposal of rubbish within all leads

The flooring planks and the supporting members shall be dismantled and serviceable and unserviceable materials separated and stacked/disposed off as directed by the Engineer.

Measurement: Dismantling of floors (except concrete and brick floors) shall be measured in square meters. The length and width shall be measured correct to 10mm and the area worked out correct to two places of decimal.

Rate: The rate shall include the cost of all labour involved and tools used in dismantling including scaffolding. The rate shall also include the charges for separating out and stacking the serviceable material properly and disposing of unserviceable material within all leads as per direction of EIC. The rate shall also include for temporary shoring for the safety of portions not required to be pulled down, or of adjoining property, and providing temporary enclosures or partitions, where considered necessary.

7. Dismantling G.I sheets including ridges, hips, valleys, gutters & stacking materials within all leads as per instruction of EIC

The dismantling shall be done by taking out the fixing with proper tools and not by tearing off or ripping off. All materials shall be stacked as directed by the Engineer.

Measurement: The area shall be measured flat and not girthed. The length and width shall be measured correct to 10mm and area calculated nearest to two places of decimal.

Rate: The rate shall include the cost of all labour involved and tools used in dismantling including scaffolding. The rate shall also include the charges for separating out and stacking the serviceable material properly and disposing of unserviceable material within all leads as per the direction of EIC.



The rate shall also include for temporary shoring for the safety of portions not required to be pulled down, or of adjoining property, and providing temporary enclosures or partitions, where considered necessary.

8. Dismantling cement A.C, celotex, hardboard ceiling, partition, including stacking useful materials & disposal rubbish within all leads

The dismantling shall be done by taking out the fixing with proper tools and not by tearing off or ripping off. All materials shall be stacked as directed by the Engineer.

Measurement: The stripping of ceilings shall be measured in square metres. The length and width shall be measured correct to 10mm and area calculated nearest to two places of decimal.

Rate: The rate shall include the cost of all labour involved and tools used in dismantling including scaffolding. The rate shall also include the charges for separating out and stacking the serviceable material properly and disposing of unserviceable material within all leads as per the direction of EIC.

The rate shall also include for temporary shoring for the safety of portions not required to be pulled down, or of adjoining property, and providing temporary enclosures or partitions, where considered necessary.

EARTH WORKS

9. Excavation in foundation trenches or drains not exceeding 1.5m in width or area 10 sq.m on plan, including dressing & ramming, disposal of surplus soil within all leads and lift as per direction of EIC - All types of soil

All excavation operation shall include excavation and getting out the excavated matter. Getting out shall include throwing the excavated earth at least one metre or half the depth of excavation whichever is more, clear off the edge of excavation. The subsequent disposal of the excavated material shall either be as directed by the Engineer under a separate item or as included in this item disposal up to 50 metres lead. Excavation shall be dug out to the exact dimensions as shown in the drawing or as directed by the Engineer.

Care shall be taken to cut the sides and bottom exactly to the required shape, slope and gradient, while carrying out excavation for drains work. The surface shall be dressed properly. If the excavation is done to a depth greater than that shown in the drawings or greater than that required by the Engineer, the excess depth shall be made good at the cost of the contractor with stiff clay puddle at places where the drains are required to be pitched and with ordinary earth, properly watered and rammed, where the drains are not required to be pitched. In case the drain is required to be pitched, the back filling with clay puddle shall be done side by side as the pitching work proceeds. The brick pitched storm water drains shall be avoided as far as possible in filled up areas.



Excavation in ordinary rock shall be carried out by crowbars, pickaxes or pneumatic drills. Blasting operations are generally not required in this case. If the contractor wishes to resort to blasting, he can do so with the permission of Engineer, but nothing extra will be paid to him on this account.

Excavation in hard rock shall be done by chiselling where blasting operation is prohibited or is not applicable. In trenches or drains where blasting is not otherwise prohibited, the excavation in hard rock shall be carried out by blasting in the first instance and finally by chiselling so as to obtain the correct section of the trench as per drawing. The blasting operation shall be strictly as per latest RGOB blasting manuals.

Measurements: The length, breadth and depth shall be measured correct to 10mm. The cubical contents shall be worked out to the nearest two places of decimal in cubic metres.

Rates: The rates shall cover the cost for carrying out all the required excavation and banking operations including cost of labour, materials, equipment hired/owned, tools and plants, and incidentals necessary to complete the work. In case of rock, the rate shall also include the cost of all operations of blasting with explosive and accessories as mentioned above.

Protection and supporting of existing services i.e. pipes, water mains, cables met within the course of excavation. Care shall be taken not to disturb electric and communication cables, and, if necessary for removal it shall be arranged by the Engineer.

10. Filling of trenches, sides of foundations etc. in layers <200mm using selected excavated earth, ramming etc. within all leads and lifts

Earth used for filling shall be free from stone, shingle or boulder larger than 75 mm in any direction and salts, organic or other foreign matter. Normally excavated earth from the same area shall be used for filling. However if such earth contains deleterious material, it shall not be used. All clods of earth shall be broken or removed.

The spaces around the foundations pipes and drains in trenches shall be cleared of all debris, brick bats etc. The filling shall be done in layers, not exceeding 200mm in each layer. Each layer shall be watered, rammed and consolidated before the succeeding one is laid. Earth shall be rammed with iron rammers where feasible and with the butt-ends of crowbars where rammer cannot be used. Special care shall be taken that no damage is caused to the pipes, drains and masonry or concrete in the trenches, under floor, etc.

Measurements: The cubical contents of foundation concrete and masonry in foundation up to ground level shall be worked out and the same deducted from the cubical contents of earthwork in excavation for foundations to arrive at the quantity for filling sides of foundation. For filling in plinths and under floors, depth shall be the consolidated depth.

Rates: The rates shall cover the cost for carrying out all the required filling operations including cost of labour, materials, equipment hired/owned, tools and plants, and incidentals necessary to complete the work.

11. Providing & laying dry earth bedding, including consolidating each deposited layer by watering, ramming and dressing



12. Providing & laying sand bedding, including watering, ramming, dressing

Sand filling shall be done similar to earth filling in plinth as specified above except that the consolidation shall be done by flooding with water. The surface of the consolidated sand shall be dressed to required level or slope. Concreting of floor shall not be started until the sand filling is inspected and approved by the engineer

Measurements: Volume of consolidated filling shall be measured. The dimensions shall be measured correct to 10mm and cubical contents worked out in cubic metre correct to two places of decimal.

Rates: The rates shall cover the cost for carrying out all the required filling operations including cost of labour, materials, equipment hired/owned, tools and plants, and incidentals necessary to complete the work.

13. Providing and laying 200 micro-metre moisture barrier using plastic sheeting underlay

Before the plastic sheet is laid, the surface shall be properly cleaned with brushes. The specified plastic sheet moisture barrier shall be laid uniformly all over the cleaned dried surface so that no blank spaces are left anywhere. The sheet shall be stretched out to eliminate curls. The damp proofing membrane shall overlap from masonry walls by 100mm. One damp proofing membrane shall overlap the proceeding one by atleast 200mm both ways. All overlap shall be firmly bonded with hot bitumen.

Measurements: The length and breadth shall be measured correct to 10mm and its area shall be calculated in square metres correct to two places of decimal. The thickness shall not be less than the specified thickness.

Rates: The rates shall be payment in full for carrying out the required operations including cost of labour, materials, equipment hired/owned, tools and plants, and incidentals necessary to complete the work.

STONE WORKS

14. Providing and laying Hand packed stone filling or soling with stones

Stones as obtained from the quarry shall be packed with their broader surface as base. The packing shall be as dense as possible and the interstice shall be filled with small stones. The height of stones shall be as per the thickness of soling required. The stones shall be arranged neatly and the joints shall be as thin as possible.

Measurements: The length, breadth and height shall be measured correct to 10 mm. and the volume calculated correct to 0.01 cum.

Rate: The rate shall include the materials and labour involved in all operation described above.



15. Providing & laying Random Rubble Masonry with hard stone in foundation & plinth - In cement mortar 1:4
16. Providing & laying Random Rubble Masonry with hard stone in superstructure above plinth, below & including floor 2 level in cement mortar 1:4

Dressing: Stones shall be hammer dressed, on the face, the sides and the beds, to enable it to come into close proximity with the neighbouring stone. The bushing in the face shall not project more than 4 cm in an exposed face, and one cm on a face to be plastered. The hammer dressed stone shall have a rough tooling for a minimum width of 2.5 cm along the four edges of the face of stone.

Laying: Every stone shall be carefully fitted to the adjacent stones, so as to form neat and close joints. Stones may be brought to level courses at plinth, windowsills and roof level. Levelling up at plinth level, window sills and roof level shall be done with concrete comprising of one part of the mortar as used for the masonry and two parts of graded stone aggregate of 20mm nominal size and shall be included in the items. The bond shall be obtained by fitting in closely, the adjacent stones and by using bond-stones. Face stones shall extend and bond well into the backing. These shall be arranged to-break joints as much as possible, and to avoid long vertical lines of joints.

The hearting or interior filling of the wall shall consist of rubble stones, which may be of any-shape but shall not pass through a circular ring of 15 cm inner diameter; thickness of these stones in any direction shall not be less than 10 cm. These shall be carefully laid, hammered down with a wooden mallet into position and solidly bedded in mortar, chips and spalls of stone being used wherever

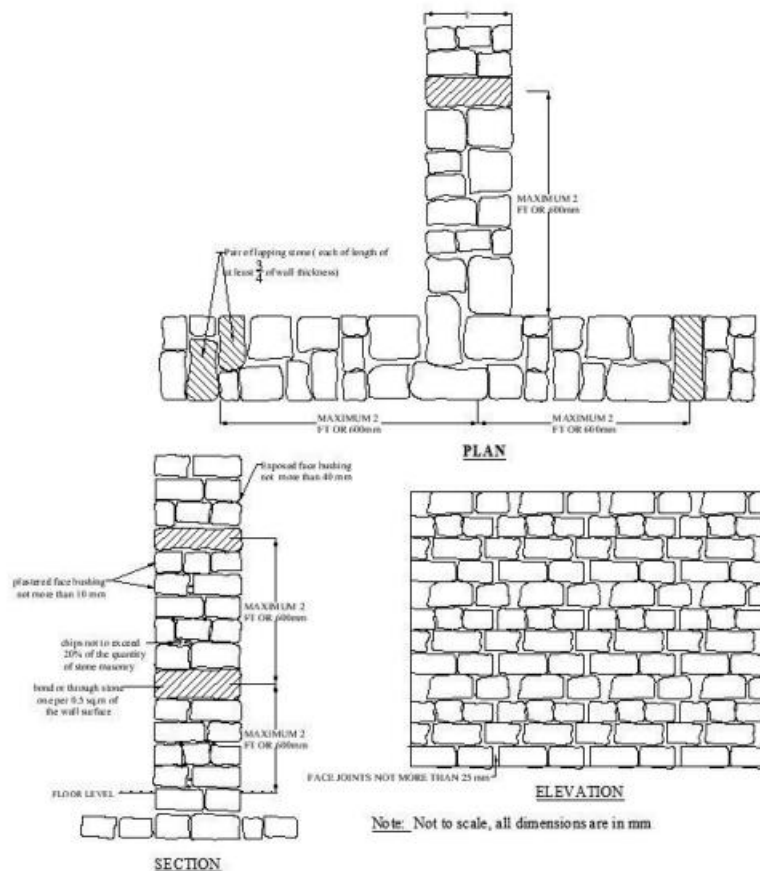


Figure 5.10.1 Random Rubble Masonry



necessary to avoid thick mortar beds or joints and at the same time ensuring that no hollow spaces are left anywhere in the masonry. The hearting will be laid nearly level with facing and backing, except that at about one metre intervals, vertical 'Plumb' projecting about 15 cm to 20 cm shall be firmly embedded to form a bond between successive courses.

The chips shall not be used below the hearting stone to bring these upto the level of face stones. The use of chips shall be restricted to the filling of interstices between the adjacent stones in hearting, and then shall not exceed 20% of the quantity of stone masonry. The masonry in a structure shall be carried regularly. Where the masonry of one part has to be delayed the work shall be raked back at an angle not steeper than 45 degree.

Bond Stones: Bond or through stones running right through the thickness of walls, shall be provided in walls upto 60 cm thick and in case of walls above 60 cm thickness, a set of two or more bond stones overlapping each other by atleast 15 cm shall be provided in a line from face to back.

In case of highly absorbent types of stones (porous lime stone and sand stone etc.) the-bond stone shall extend about two- third into the wall. Through stones in such cases may give rise to-damp penetrations therefore, for all thickness of such walls, a set of two or more bond stones overlapping-each other by at least 15 cm shall be provided. Where bond stone of suitable lengths are not available cement concrete block of 1:3:6 mix (1 cement: 3 coarse sand: 6 graded stone aggregate 20 mm nominal size) conforming to sizes mentioned above shall be used.

At least one bond stone or a set of bond stones shall be provided for every 0.5 sq.m of the wall surface. All bond stones in stone masonry shall be marked suitably as directed by the Engineer-in-charge.

Quoins or corner stone: The quoins shall be of selected stones neatly dressed with the hammer and / or chisel to form the required angle, and laid header and stretcher alternately. The length of these stones shall be 45cm or more and at least 25% of the stones shall be 50cm or more in length.

Jambs: Stones used in jambs shall be similar to those in quoin, excepting the length of the stem, which shall be 45cm, or thickness of the wall whichever less is.

Joints: Stones shall be so laid that all joints are fully packed with mortar and chips. Face joints shall not be thicker than 20 mm.

When plastering or pointing is not required to be done, the joints shall be struck flush and finished at the time of laying. Otherwise, the joints shall be raked to a minimum depth of 20 mm by raking tool during the progress of work, when the mortar is still green.

Scaffolding: Single scaffolding having one set of vertical support shall be allowed. The supports shall be sound and string tied together by horizontal pieces, over which the scaffolding planks shall be fixed. The inner end of the horizontal scaffolding member may rest in a hole provided in the masonry. Such holes, however, shall not be allowed in pillars less than one metre in width or near the skew-back of arches. The holes left in masonry work for supporting scaffolding shall be filled



and made good with cement concrete 1:3:6 (1 cement: 3 coarse sand: 6 stone aggregate 20 mm nominal size).

Curing: Masonry work in cement or composite mortar shall be kept constantly moist on all face for a minimum period of seven days. In case of masonry with fat-lime mortar, curing shall commence two days after laying of masonry and shall continue for at least seven days thereafter.

Protection: Green work shall be protected from rain by suitable covering. The work shall also be suitably protected from damage, mortar dropping and rain during construction.

Measurement: The length, height and thickness shall be measured correct to 10 mm. The thickness of wall shall be measured at joints, excluding the bushings. Only specified dimensions shall be allowed; anything extra shall be ignored. The quantity shall be calculated in cubic metre nearest to two places of decimal

The work under the following categories shall be measured separately:

(i) From foundation to plinth level.

(i) Work in or under water and/or liquid mud

(ii) Work in or under foul positions.

(ii) From plinth level to floor two level.

(iii) From floor two level to floor three level and so on.

(iv) Stone masonry in parapet shall be measured together with the corresponding item in the wall of the storey next below.

No deduction shall be made nor extra payment made for the following:

- a) Ends of dissimilar materials (that is joists, beams, lintels, posts, girders, rafters, purlins, trusses, corbels, steps etc.) upto 0.1 sq.m in section.
- b) Openings each upto 0.1 sq.m in area. In calculating the area of opening, any separate lintels or sills shall be included alongwith the size of the openings but the end portions of the lintels shall be included and the extra width of rebated reveals, if any, shall also be excluded.
- c) Wall plates and bed plates, and bearing of chajjas and the like, where the thickness does not exceed 10 cm and the bearing does not extend over the full thickness of the wall.

Note: *The bearing of floor and roof slabs shall be deducted from wall masonry.*

- d) Drain holes and recesses for cement concrete blocks, to embed holdfasts for doors, windows etc.



- e) Building in the masonry iron fixture, pipes upto 300 mm dia. hold fasts of doors and windows.
- f) Forming chases in masonry each upto section of 350sq.cm. Masonry (excluding fix brick work) in chimney breasts, chimney stacks, smoke or air flues upto 0.20 sq.m in sectional area, shall be measured as solid and no extra payment shall be made for pargetting and coring such flues. Where flues exceed 0.20sq.m sectional area, deduction shall be made for the same pargetting and coring flues paid for separately. Apertures for fireplaces shall not be deducted and extra labour shall not be measured for splaying of jambs throating and making arch to support the opening.

Square or Rectangular Pillars: These shall be measured as walls, but extra payment shall be allowed for stone work in square or rectangular pillars over the rate for stone work in walls. Rectangular pillar shall mean a detached masonry support rectangular in section, such that its breadth does not exceed three times the thickness.

Circular Pillars (Columns): These shall be measured as per actual dimensions, but extra payment shall be allowed for stone work in circular pillars over the rate for stone work in walls. The diameter as well as length shall be measured correct to a cm. Tapered walls, shall be measured net, as per actual dimensions and paid for as other walls.

Curved Masonry: Stone masonry curved on plan to a mean radius exceeding 6 metres shall be measured net and included with general stonework. Stone work circular on plan to a mean radius not exceeding 6 metres shall be measured separately, and shall include all cuttings and waste and templates. It shall be measured as the mean length of the wall.

Rate: The rate shall include the cost of materials and labour required for all the operations described above and shall include the following:

- a) Raking out joints for plastering or pointing done as a separate item, or finishing flush as the work proceeds.
- b) Preparing tops and sides of existing walls, for raising and extending.
- c) Rough cutting and waste for forming gables, cores, skewbacks, and spandrels of arches, splays and eaves and all rough cutting unless or otherwise specified.
- d) Bond stones or cement bond blocks.
- e) Leaving and making holes for pipes etc.
- f) Bedding and pointing wall plates, lintels, sills etc. in or on walls, bedding roof tiles and corrugated sheets in or on walls.
- g) Building in ends of joints, beams, lintels, etc. and making good; and
- h) Openings and flues for which no deduction is made

Measurement: Measurement shall be same as for random rubble masonry in foundation and plinth.



Rate: The rate shall include all additional labour and scaffolding required in the work

PCC & PLASTERING WORKS

General

Water, Cement, fine aggregate and coarse aggregate shall conform to material specifications. Concrete can be specified by proportions or by nominating the required strength.

Concrete shall be prepared by mixing graded stone aggregate or gravel of normal size as specified with fine aggregate and cement in specified proportions with required quantity of water.

Proportioning: It shall be done by volume. Boxes of suitable size shall be used for measuring sand and aggregate. The internal dimensions of the boxes shall be generally 35 x 25 x 40cm deep or as otherwise approved by the Engineer. The unit of measurement for cement shall be a bag of 50 kg and this shall be taken as 0.035cum. While measuring the aggregate, shaking, ramming or heaping shall not be done. The proportioning of sand shall be on the basis of its dry volume and in case of damp sand allowance for bulking shall be made by adopting the method prescribed under IS 2386 (part III).

Mixing: It shall be done in mechanical mixer. Mixing by hand shall be employed only in special cases with the specific prior permission of the Engineer-in-Charge. Stone aggregate shall be washed with water to remove dirt, dust or any other foreign materials, where necessary.

Machine Mixing: The mixer drum shall be flushed clean with water. Measured quantity of dry coarse aggregate shall be followed with measured quantity of fine aggregate and then cement. In case damp sand is used, add half of the quantity of coarse aggregate followed by cement and sand. Finally add balance quantity of the coarse aggregate. The skip shall be raised and dry materials slipped into the drum. The dry materials shall be mixed for at least four turns of the drum, after which the correct quantity of water shall be added gradually while the drum is in motion, to ensure even distribution with the dry material. The total quantity of water for mixing shall be introduced before 25% of mixing time has elapsed and shall be regulated to achieve the specified water cement ratio. The complete contents of the mixed concrete shall be emptied before recharging. When the mixer is closed down for the day or at any time exceeding 20 minutes, the drum shall be flushed clean.

Mixing time: The materials shall be mixed for a period of not less than 2 minutes and until a uniform colour and consistency is obtained. The time shall be counted from the moment all the materials have been put into the drum.

Hand Mixing: Hand mixing shall be done on a smooth, clean and water-tight platform of suitable size in the following manner.

- a) Measured quantity of sand shall be spread evenly
- b) The cement shall be dumped on the sand and distributed evenly



Table 5.6.1 SLUMPS FOR DIFFERENT KINDS OF WORK

Works	Slump in mm	
	Vibrator Used	Vibrator not used
Mass concrete in foundation footings, retaining walls and pavement	10-25	50-75
Thin sections of flooring less than 75 mm thickness	25-40	75 -100

- c) The sand and cement shall be mixed intimately with spade, turning the mixture over and over again, until it is of even colour throughout and free from streaks
- d) The sand cement mixture shall be spread out and measured quantity of coarse aggregate shall be spread on its top. Alternatively the measured quantity of coarse aggregate shall be spread out and the sand cement mixture shall be spread on its top.
- e) The above materials shall be mixed at least three times by shovelling and turning over by twist from centre to side, then back to the centre and again to the sides.
- f) A hollow shall be made in the middle of the mixed pile.
- g) Three quarters of the total quantity of water required shall be added while the material is turned in towards the centre with spades. The remaining water shall be added by a water-can fitted with rose head, slowly turning the whole mixture over and over again until a uniform colour and consistency is obtained throughout the pile.
- h) The mixing platform shall be washed at the end of the day.

Consistency: The quantity of water to be used for each mix of 50kg cement, to give the required consistency shall not be more than 34 litres for 1:3:6 mix, 30 litres for 1:2:4 mix, 27 litres for 1:1 1/2:3 mix

and 25 litres for 1:1:2 mix. In the case of vibrated concrete, the limit specified may be suitably reduced to avoid segregation. The quantity of water shall be regulated by carrying out regular slump tests.

The following slumps shall be adopted for different kinds of works:

The entire concrete used in the work shall be laid gently (not thrown) in layers not exceeding 150mm and shall be thoroughly vibrated by means of mechanical vibrators till a dense concrete is obtained. The Engineer may however relax the condition specifying use of mechanical vibrators at his discretion for certain items depending upon the thickness of the members and feasibility of vibrating the same and permit hand compaction. Hand compaction shall be done with the help of tamping rods so that concrete is thoroughly compacted and completely worked into the corners of the formwork. The layers of concrete shall be so placed that the bottom layer does not finally set before the top layer is placed. Compaction shall be completed before the initial setting starts i.e. within 30 minutes of addition of water to the dry mixture. For items where the vibrators are



not to be used, it shall be the duty of the contractor to take the permission of the Engineer before the start of work.

During cold weather, concreting shall not be done when the temperature falls below 4.5°C. The concrete placed shall be protected against frost by suitable covering. Concrete damaged by frost

Table 5.6.2 MINIMUM COMPRESIVE STRENGTH

Mix	Compressive strength in kg/sq.cm at 28 days	
	At 7 days	At 28 days
1:1.5:3	175	265
1:2:4	140	210

shall be removed and work redone. Please see specifications relating to cold weather concreting Reinforced Cement Concrete. During hot weather, precautions shall be taken to see that the temperature of wet concrete does not exceed 38°C.

When the placing of concrete is suspended, necessary removal of laitance and roughening the surface for jointing future work shall be done before the concrete sets. When the work is resumed the previous work must be thoroughly cleaned, roughened, watered and a grout of neat cement slurry of the proportion, 1 Kg of cement per 2 litres of water applied uniformly.

Curing: Green work shall be protected from rain by suitable covering. The work should also be protected from damage and rain during construction.

After the concrete has begun to harden i.e. about 1 to 2 hours after its laying, it shall be protected with moist gunny bags, sand or any other material approved by the Engineer against quick drying. After 24 hours of laying of concrete, the surface shall be cured by flooding with water of minimum 25mm depth, or by covering with wet absorbent materials. The curing shall be done for a minimum period of 14 days. In special cases, curing may have to be done for more number of days as required by the Engineer.

Over the foundation concrete, the masonry work may be started after 48 hours of it's laying, but the curing of cement concrete shall be continued along with the masonry work for minimum period of 14

days.

Where cement concrete is used as sub-grade for flooring, the flooring may be commenced before the curing period of sub-grade is over but the curing of sub-grade shall be continued along with the top layer of flooring for a minimum period of 14 days.



The water used for curing shall not produce any objectionable stains or unsightly deposit on concrete surface. In special circumstances and locations curing by other means such as sealing material insulating blankets etc. may be adopted with the specific prior approval of the Engineer.

The minimum compressive strength of mix 1 :1.5 :3 and 1 :2 :4 shall be as follows:

17. **Providing and laying in position plain cement concrete excluding the cost of centering and shuttering - All work up to plinth level- 1:3:6 (1 cement: 3 sand: 6 graded crushed rock 40 mm nominal size)**
18. **Providing and laying in position plain cement concrete excluding the cost of centering and shuttering - All work up to plinth level- 1:2:4 (1 cement: 2 sand: 4 graded crushed rock 20 mm nominal size)**

Measurements: The work under the following categories shall be measured separately:

- a) From foundation to plinth level.
- b) From plinth level to floor 5 level.
- c) From floor 5 levels and so on.
- d) Concrete work in the parapet shall be measured together with the corresponding work in the wall of the story next below.

Cast-in-Situ concrete shall be classified and measured under one of the items given above.

Length and breadth shall be measured correct to a 10 mm. The thickness of slab, partitions, etc. and the like shall be measured correct to the nearest 5mm.

The consolidated cubical contents shall be calculated net nearest to 0.01cu.m. Concrete laid in excess, of the sections shown in the drawing unless directed by the Engineer shall not be measured.

Precast cement concrete solid articles shall be measured separately and shall include use of moulds, finishing the top surfaces even and smooth with wooden trowel, before setting in position in cement mortar 1:3 (1 cement: 3 coarse sand).

No deduction shall be made for:

- a) Ends of dissimilar materials (e.g. joists, beams, posts, girders, rafters, purlins, trusses, corbels, step etc.) up to 500 sq.cm in section.
- b) Opening up to 0.1m² or as specified.
- c) Volume occupied by pipes, conduits, sheathing etc. not exceeding 100 sq.cm each in cross sectional area.
- d) Volume occupied by reinforcement;



Rate: The rates shall cover the cost for carrying out all the required operations including cost of labour, materials, equipment hired/owned, tools and plants, and incidentals necessary to complete the work.

19. Providing & laying 12mm cement plaster in C.M 1:4

Preparation of surface: The joints shall be raked out properly. Dust and loose mortar shall be brushed out. Efflorescence if any shall be removed by brushing and scraping. The surface shall then be thoroughly washed with water, cleaned and kept wet before plastering is commenced. In case of concrete surface, if a chemical retarder has been applied to the formwork, the surface shall be roughened by wire brushing and all the resulting dust and loose particles cleaned off and care shall be taken that none of the retarder is left on the surface. The joints of masonry shall be raked out properly so that the plaster is well keyed with the masonry.

Mortar: The mortar of the specified mix described in the item shall be used.

Scaffolding: For all exposed brickwork or tile work, double scaffolding having two sets of vertical supports shall be provided. The supports shall be sound and strong, tied together with horizontal pieces over which scaffolding planks shall be fixed. For all other masonry in buildings, single scaffolding shall be permitted. In such cases, the inner end of the horizontal scaffolding pole shall rest in a hole provided only in the header course for the purpose. Only one header for each pole shall be left out. Such holes for scaffolding shall, however, not be allowed in pillars/columns less than one metre in width, or immediately near the skewbacks of arches. The holes left in masonry works for scaffolding purposes shall be filled and made good before plastering.

Note: In case of special type of brickwork, scaffolding shall be got approved from Engineer

Application of Plaster: Ceiling plaster shall be completed before commencement of wall plaster. Plastering shall be started from the top and worked down towards the floor. All putlog holes shall be properly filled in advance of the plastering as the scaffolding is taken down. To ensure even thickness and true surface, plaster about 15 x 15 cm, shall be first applied, horizontally and vertically, at not more than 2 metres intervals over the entire surface to serve as gauges. The surfaces of these gauged areas shall be truly in the plane of the finished plaster surface. The mortar shall then be laid on the wall, between the gauges with trowel. The mortar shall be applied in a uniform surface slightly more than the specified thickness. The surface shall be brought to a true surface, by working a wooden straight edge reaching across the gauges, with small upward and side ways movements at a time. Finally the surface shall be finished off true with trowel or wooden float accordingly as a smooth or a sandy granular texture is required. Excessive trowelling or over working the float shall be avoided. All corners, arises, angles and junctions shall be truly vertical or horizontal as the case may be and shall be carefully finished. Rounding or chamfering corners, junctions etc. where required shall be done without any extra payment. Such rounding or chamfering shall be carried out with proper templates to the sizes required. In suspending work at the end of the day, the plaster shall be left, cut clean to line both horizontally and vertically, when recommencing the plastering, the edge of the old work shall be scraped cleaned and wetted with lime putty or cement grout before plaster is applied to the adjacent areas, to enable the two to properly join together. Plastering work shall be closed at the end of the day on the body of the wall



and not nearer than 15 cm to any corners or arises. It shall not be closed on the body of the features such as plasters, bands and copings, as these invariable lead to leakages. No portion of the surface shall be left out initially to be patched up later on. The plastering and finishing shall be completed within half an hour of adding water to the dry mortar.

Finish: The plaster shall be finished to a true and plumb surface and to the proper degree of smoothness as required. The work shall be tested frequently as the work proceeds with a true straight edge not less than 2.5 m long and with plumb bobs. All horizontal lines and surfaces shall be tested with a level and all jambs and corners with a plumb bob as the work proceeds.

Precaution: Any cracks which appear in the surface and all portions, which sound hollow when tapped, or are found to be soft or otherwise defective, shall be cut out in rectangular shape and redone as directed by the Engineer.

Thickness: The thickness of the plaster specified shall be measured exclusive of the thickness of key. The average thickness of the plaster shall not be less than the specified thickness and the minimum thickness over any portion of the surface shall not be less than specified thickness by more than 3 mm. Where the thickness required as per description of the item is 20 mm the average thickness of the plaster shall not be less than 20 mm whether the wall treated is of brick or stone. In the case of brickwork, the minimum thickness over any portion of the surface shall not be less than 15 mm while in the case of stonework the minimum thickness over the bushings shall be not less than 12 mm.

Curing: Curing shall be started as soon as the plaster has hardened sufficiently not to be damaged when watered. The plaster shall be kept wet for a period of at least 7 days. During this period, it shall be suitably protected from all damages at the contractor's expense by such means as the Engineer may approve. The dates on which the plastering is done shall be legibly marked on the various sections plastered so that curing for the specified period thereafter can be watched.

Measurement: Length and breadth shall be measured correct to 10 mm and its area shall be calculated in square metres correct to two places of decimal. Thickness of the plaster shall be exclusive of the thickness of the key i.e. grooves, or open joints in brick works. The measurements of wall plaster shall be taken between the walls or partitions (the dimensions before plastering shall be taken) for the length, and from the top of the floor or skirting to the ceiling for the height. Depth of coves or cornices if any shall be deducted.

The following shall be measured separately from wall plaster:

- a) Plaster bands 30 cm wide and under.
- b) Cornices, beadings and architraves or architraves moulded wholly in plaster.
- c) Circular work not exceeding 6 m in radius.

Plaster over masonry pilasters will be measured and paid for as plaster only. A coefficient of 1.63 shall be adopted for the measurement of one side plastering on honeycomb work.

- a) Moulded cornices and coves:
- b) Length shall be measured at the centre of the girth.



- c) Moulded cornices and coves shall be given in square metres the area being arrived at by multiplying length by the girth.
- d) Flat or weather-top cornices when exceeding 15 cm in width shall not be included in the girth but measured with the General Plaster work. (Cornices, which are curved in their length, shall be measured separately).

Exterior plastering at a height greater than 10m from average ground level shall be measured separately in each storey height. Patch plastering (in repairs) shall be measured as plastering new work, where the patch exceeds 2.5 sq.m, extra payment being made for preparing old wall, such as dismantling old plaster, raking out the joints and cleaning the surface. Where the patch does not exceed 2.5 sq.m in area, it shall be measured under the appropriate item under sub-head "Repairs to Buildings".

Deductions in measurements for openings etc. will be regulated as follows:

- a) No deduction will be made for openings or ends of joists, beams, posts, girders, steps etc. upto 0.5 sq.m in area; no additions shall be made either, for jambs, soffits and sills of such openings. The above procedure will apply to both faces of wall.
- b) Deduction for openings exceeding 0.5 sq.m but not exceeding 3 sq.m each shall be made for reveals, jambs, soffits, sills etc. of these openings.
 - i. When both faces of walls are plastered with same plaster, deductions shall be made for one face only.
 - ii. When two faces of walls are plastered with different types of plaster or if one face is plastered and other is pointed, or one face is plastered and other is un-plastered, deduction shall be made from the plaster or pointing on the side of the frame for the doors, windows etc. on which width of reveal is less than that on the other side but no deduction shall be made on the other side. Where width of reveals on both faces of wall are equal, deduction of 50% of area of opening on each face shall be made from area of plaster and/or pointing as the case may be.
 - iii. For opening having door frame equal to or projecting beyond thickness of wall, full deduction for opening shall be made from each plastered face of wall.
 - iv. For opening exceeding 3 sq.m in area, deduction will be made in the measurements for the full opening of the wall treatment on both faces, while at the same time, jambs, sills and soffits will be measured for payment. In measuring jambs, sills and soffits, deduction shall not be made for the area in contact with the frame of doors, windows etc.

Rate: The rate shall include the cost of the labour and materials involved in all the operations described above.



20. Providing & laying cement plaster, finished with floating coat of neat cement - 12mm plaster in C.M 1:4

The cement plaster shall be 12, 15 or 20 mm thick, finished with a floating coat of neat cement, as described in the item.

Specifications for this item of work shall be same as described in plastering items above except for the additional floating coat, which shall be carried out as below.

When the plaster has been brought to a true surface with the wooden straight edge, it shall be uniformly treated over its entire area with a paste of neat cement and rubbed smooth, so that the whole surface is covered with neat cement coating. The quantity of cement applied for floating coat shall be 1 kg per sq.m. Smooth finishing shall be completed with trowel immediately and in no case later than half an hour of adding water to the plaster mix.

Thickness, curing, measurements and rate shall be as specified above in the plastering items.

21. Constructing a 100mm wide x 200mm depth random rubble masonry open surface drain in cement mortar 1:6 including earth work in excavation, 100mm thick concrete base 1:5:10, 40 mm aggregate 25mm thick cement concrete 1:2:4, 12mm aggregate for filling haunches, including 20mm cement plaster with a floating coat of neat cement and disposal of surplus earth

The open surface drains shall be of the size as specified in the item and laid to such gradients and in such locations as may be shown in the relevant drawing or as directed by the Engineer. The width of the drain at the top shall be as specified, measured between the finished walls. The drain shall be given, as far as possible, uniform slope from the starting point to the discharge point.

Measurement: The drain shall be measured in running meters, correct to 10mm.

Rate: The rate shall include the cost of labor and materials involved in excavation, concreting, masonry, plastering, finishing etc. required for the item. Suitable deduction or extra payments on "per meter additional depth" basis shall be made in case there is a variation in average depths from those stated above.

22. Providing and laying Plinth Protection and grouted with fine sand mix including well rammed, finishing the top smooth with 50mm thick cement concrete 1:3:6, 20mm aggregates, laid over 75mm thick layer of compacted gravel (40mm)

Plinth protection shall be provided, as specified, to the required width. It comprises of 50 mm thick cement concrete 1:3:6 laid over 75mm bed of gravel or shingle or dry brick aggregate 40mm nominal size, grouted with fine sand. The outer edge shall be lined with 2nd class bricks laid on edge and joints laid in cement mortar 1:4 (1 cement: 4 fine sand). Plinth protection shall be laid with a minimum outward slope of 1 in 50.

Preparation of Ground: The ground, where plinth protection is to be laid, shall first be prepared to the required slope. The high portions of ground shall be excavated and hollows/depressions shall



be filled up to the required level with the excavated earth and watered and rammed to give uniform outward slope. Preparation of any area involving cutting and filling up to a depth of 150 mm shall not be paid for separately but beyond 150 mm, separate payment shall be made. The bed shall be watered adequately and rammed with iron rammers. Surplus earth, if any, obtained shall be disposed of within a lead of 50 meters or as directed by the Engineer-in-charge.

Brick Edging: The edging shall be of bricks or of stones. Trenches of required depth and width shall first be made along the edge of the plinth protection to receive the edging. The bed of trenches shall be compacted to a firm and even surface. The bricks or stones shall be laid true to line in cement mortar 1:4 (1 cement: 4 fine sand) with length parallel and abutting the plinth protection. The top face of the brick edging shall be in one level, to conform to the finished level of the plinth protection adjacent to the edging. After the concreting is done, no portion of the edging shall project above the adjacent concrete surface.

Sub-grade: The sub-grade shall consist of a bed of dry brick aggregate or gravel or shingle of 40 mm nominal size. The aggregate shall be spread evenly over the prepared surface to 75mm depth (unconsolidated) and given a minimum outward slope of 1 in 50. The aggregate shall be carefully laid and packed, bigger size being placed at the bottom. It shall then be consolidated dry with heavy iron rammers. After the consolidation, the surface shall be checked with a straight edge and any depressions etc. is filled up and consolidated. The aggregate shall then be grouted evenly with fine sand @ 0.60 cu. m/10 sq. m, adequately watered to ensure filling of the voids by sand and again rammed with heavy iron rammers. The finished surface shall give a uniform appearance.

Cement Concrete Topping: After the sub-grade has been compacted and prepared as above, 50mm thick cement concrete 1:3:6 shall be laid in one operation, except that the top shall not be finished with neat cement slurry but shall be finished with only wooden floats. The concrete surface shall not be finished with mortar. The length of each panel shall not be more than 5m. The finished surface shall have a minimum outward slope of 1 in 50. Curing: Specification for curing shall be same as described under "Chapter 6: Concrete Work".

Measurement: Length and breadth shall be measured correct to a cm and the area calculated in square meter correct to two places of decimal. No deduction shall be made nor any additional payment shall be made for any opening of pipes, etc. up to 0.1 sq. m.

Rate: The rate shall include cost of materials and labor involved in all the operations described above.



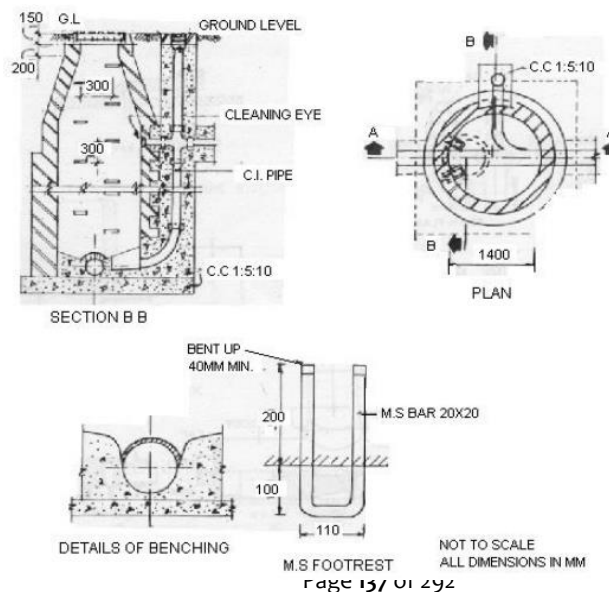
23. Constructing Brick masonry manhole in cement mortar 1:5, R.C.C top slab with 1:2:4 20mm aggregates, foundation concrete 1:4:8 40mm aggregates, 12mm plaster in CM 1:3 finished with floating coat of neat cement and making channels in cement concrete 1:2:4 20mm aggregates, neatly finished complete - Inside dimension 900 x 800mm & 450mm deep including C.I. cover & frame (weight >38 kg)

Constructing Manholes:

At every change of alignment, gradient or diameter of a drain, there shall be manholes or inspection chamber. Bends and junctions in the drains shall be grouped together in manhole as far as possible. The distance between two consecutive manholes shall be as per the design such that it is convenient to clean the sewer line from time to time.

Manholes of different types and sizes as specified shall be constructed in the sewer line at such places and to such levels and dimensions as shown in the drawings or as directed by the Engineer. The size specified shall indicate the inside dimensions between brick face of the manholes. Where the diameter of the drain is increased, the crown of the pipe shall be fixed at the same level and necessary slope given in the invert of the manhole chamber. In exceptional cases and where unavoidable, the crown of the branch sewer may be fixed at lower level but in such cases the peak flow level of the two sewers shall be kept the same. Sewers of un-equal sectional area shall not be jointed at the same invert in a manhole. The invert of the smaller sewer at its junction with main shall be at least $\frac{2}{3}$ the diameter of the main above the invert of the main. The branch sewers shall deliver sewage in the manhole in the direction of main flow and the junction must be made with care so that flow in main is not impeded. No drain from house fittings, e.g. gully trap or soil pipe, etc. to manhole shall normally exceed a length of 6 m unless it is unavoidable.

Manholes 900 x 800 mm is generally constructed within compound for house drainage only and near the buildings for house drainage. Manholes 1200 mm x 900 mm are generally constructed for main drainage work for depths less than 1.5 m. Before deciding size of manholes, local byelaws



shall be consulted. When manholes are constructed on footpath, these shall be provided with cover of medium duty casting and when built within the width of the road under vehicular traffic, these shall be provided with cover of heavy-duty casting.

Excavation: The manhole shall be excavated true to dimensions and levels shown on the plans or as directed by the Engineer.

Bed Concrete: The manhole shall be built on a bed of cement concrete 1:4:8 (1 cement: 4 coarse sand: 8 graded stone aggregate 40 mm nominal size) unless required by local authorities. The thickness of the bed concrete shall be 20 cm for manholes upto 4.25 m depth and 30 cm for depths beyond 4.25 m unless otherwise specified or directed by the Engineer in-charge. In bad ground, special foundations as suitable shall be provided.

Brick Work: The brickwork shall be with bricks in cement mortar 1:3 (1 cement: 3 fine sand). The external joints of the brick masonry shall be finished smooth, and the joints of the pipes with the masonry shall be made perfectly leak proof. The walls shall be built of one brick thickness for depths upto 4.25 m. Below the depth of 4.25 m in ordinary subsoil the wall thickness shall be increased to one and half brick and at 9.75 m below ground two brick thick walls shall be built.

Plaster and Pointing: The walls of the manholes shall be plastered inside with 12 mm thick cement plaster 1:3 (1 cement: 3 coarse sand) finished smooth. Where the saturated soil is met with also the external surface of the walls of the manholes shall be plastered with 12 mm thick cement plaster 1:3 (1 cement: 3 coarse sand) finished smooth upto 30 cm above the highest sub-soil water level. The plaster shall further be water proofed with addition of approved water proofing compound in a quantity as per manufacturer's specifications

For earthwork excavation, bed concrete, bed concrete brickwork, plaster and pointing, R.C.C work and refilling of earth, respective specifications shall be followed.



Benching: The channels and benching shall be done in cement concrete 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size) and rendered smooth with neat cement. The depth of channels and benching shall be as given below.

Foot Rests: All manholes deeper than 0.8 m shall be provided with M.S. footrests. These shall be

Table 5.4.1: DEPTH OF CHANNEL AND BENCHING

Size of drain (mm)	Top of channel at the centre above bed concrete (cm)	Depth of benching at side walls above bed concrete (cm)
100	15	20
150	20	30
200	25	35
250	30	40
300	35	45
350	40	50
400	45	55
450	50	60

embedded 20 cm deep with 20 x 20 x 10 cm blocks of cement concrete 1:3:6 (1 cement: 3 coarse sand: 6 graded stone aggregate 20 mm nominal size). The block with M.S. foot rest placed in its centre shall be cast in-situ along with the masonry and surface finished with 12 mm thick cement plaster 1:3 (1 cement: 3 coarse sand) finished smooth. Footrests shall be fixed 30 cm vertically and staggered laterally and shall project 10 cm beyond the surface of the wall. The top footrest shall be 45 cm below the manhole cover. Foot rests shall be painted with coal tar, the portion embedded in the masonry or cement concrete block being painted with thick cement slurry before fixing.

Manhole Covers and Frames: The frame of manhole shall be firmly embedded to correct alignment and levels in R.C.C slab or plain concrete as the case may be on the top of the masonry. The specified cover and frame shall be fixed. After completion of the work, manhole covers shall be sealed by means of thick grease.

Measurements: Manholes shall be measured in numbers under relevant items. The depth of the manhole shall be reckoned from the top level of C.I. cover to the invert level of channel. The depth shall be measured correct to a cm. The extra depth shall be measured and paid as extra over the specified depth.

Rate: The rate shall include the cost of materials and labour involved in all the operations described above but shall exclude the cost of excavation, and water proofing material applied at the external surface of the manhole if required. These items shall be paid for separately under relevant items of work.

Payment for extra depth of manholes shall be made separately under relevant item of work.



REINFORCED CONCRETE WORK

General

The concrete shall be as specified under concrete works. Concrete shall be always mixed by mechanical mixer unless otherwise the Engineer permits hand mixing.

Consistency: The concrete, which will flow sluggishly into the forms and around the reinforcements without any segregation of coarse aggregate from the mortar, shall be used. The consistency shall depend on whether the concrete is vibrated or hand tamped. It shall be

Table 5.8.1 SLUMPS OF CONCRETE FOR DIFFERENT TYPES OF WORK

Sl. No	Types of Work	Slump in mm	
		Vibrators used	Vibrators not used
1	Mass concrete in R.C.C foundation footings, and retaining walls	10 - 25	80
2	Beams, slabs and columns simply reinforced	25 - 40	100 – 125
3	Thin R.C.C section or section with congested steel	40 - 50	125 - 150

determined by slump test as prescribed in IS 1199. The slumps of concrete for different types of works shall be as given below, unless otherwise specified:

24. Providing & laying in position reinforced cement concrete excluding the cost of centering, shuttering and reinforcement - all work upto plinth level - 1:2:4 (1 cement : 2 sand : 4 graded crushed rock 20 mm nominal size)

Concreting shall be commenced only after the Engineer has inspected the centering, shuttering and reinforcement as placed and passed the same.

In case of concreting of slabs and beams; wooden plank or cat- walks supported directly on the centering by means of wooden blocks or lugs shall be provided to convey the concrete to the place of deposition without disturbing the reinforcement in any way. Labour shall not be allowed to walk over the reinforcement. In case of columns and walls, it is desirable to place concrete without construction joints. The programme of concreting in the vertical direction shall be restricted to one metre per hour. The concrete shall be deposited in its final position in a manner to preclude segregation of ingredients. In deep trenches and footings, concrete shall be placed through chutes as directed by the Engineer. In case of columns and walls the shuttering shall be so adjusted that the vertical drop of concrete is not more than 1.5 meters at a time.

Cold weather concreting: During cold weather, as a rule concreting shall not be done when the temperature falls below 4.5 degrees Celsius. However in circumstances where it becomes necessary to deposit concrete at or near freezing temperatures, precautions shall be taken to ensure that at the time of placing it has a temperature of not less than 4.5 degree Celcius and that this temperature is maintained till the concrete is compacted and it is thoroughly hardened. When



necessary, the ingredients shall be heated before mixing and concrete carefully protected after placing; in general heating water alone to about 60 degree Celsius may be sufficient for this purpose. Dependence shall not be placed on salt or other chemicals for the prevention of freezing. (Use of calcium chloride to accelerate the rate of hardening is not permitted as it is considered harmful). Concrete placed shall be protected against frost by suitable covering. Concrete damaged by frost shall be removed and work redone.

Hot weather concreting: During hot weather, precaution shall be taken to see that the temperature of wet concrete does not exceed 38 degrees Celsius. No concrete shall be laid within half an hour of the closing time of the day, unless permitted by the Engineer. It is necessary that the time between mixing and placing of concrete shall not exceed 30 minutes so that the initial setting process is not interfered with.

Concrete shall be compacted into a dense mass immediately after placing, by means of mechanical vibrators designed for continuous operation. The Engineer may however, relax this condition at his discretion for certain items, depending on the thickness of members and feasibility of vibrating the same, and permit hand compaction instead. Hand compaction shall be done with the help of tamping rods so that concrete is thoroughly compacted and completely worked around the reinforcement, embedded fixtures, and into corners of the formwork. The layers of concrete shall be so placed that the bottom layer does not finally set before the top layer is placed. The vibrators shall maintain the whole of concrete under treatment in an adequate state of agitation, such that de-aeration and effective compaction is attained at a rate commensurate with the supply of concrete from the mixers. The vibration shall continue during the whole period occupied by placing of concrete, the vibrators being adjusted so that the centre of vibrations approximates to the centre of the mass being placed at the time of compacting.

Concrete shall be judged to be properly compacted, when the mortar fills the spaces between the coarse aggregate and begins to cream up to form an even surface. When this condition has been attained, the vibrator shall be stopped in case of vibrating tables and external vibrators. In case both internal and external vibrators are being used the internal vibrators shall first be withdrawn slowly after which the external vibrators shall be stopped so that no loose pocket is left in the body of the concrete. The specific instructions of the makers of the particular type of vibrator used shall be strictly complied with. Shaking of reinforcement for the purpose of compaction should be avoided. Compaction shall be completed before the initial setting starts, i.e. within 30 minutes of addition of water to the dry mixture.

Construction joints: Concreting shall be carried out continuously upto the construction joints, the position and details of which shall be as shown in Structural drawing or as indicated in this specification or as directed by the Engineer. Such joints shall be kept to the minimum and shall not be located in valleys. The joints shall be kept at places where the shear force is the minimum and these shall be straight and at right angles to the direction of main reinforcement.

In case of columns, the joints shall be horizontal and minimum of 20 cm below the bottom of the beam running into the column head. The portion of the column between the stopping off level and the top of the slab shall be concreted with the beam. When stopping the concrete on a vertical plane in slabs and beams, an approved stop-board shall be placed with necessary slots for



reinforcement bars or any other obstruction to pass the bars freely without bending. The construction joints shall be keyed by providing a triangular or trapezoidal fillet nailed on the stop-board. Inclined or feather joints shall not be permitted. Any concrete flowing through the joints of stop-board shall be removed soon after the initial set. When concrete is stopped on a horizontal plane, the surface shall be roughened and cleaned after the initial set. When the work has to be resumed, the joint shall be thoroughly cleaned with wire brush and loose particles removed. A coat of neat cement slurry at the rate of 2.75kg of cement per square metre shall then be applied on the roughened surface before fresh concrete is laid.

Expansion Joints: Expansion Joints shall be provided as shown in the structural drawings or as directed by the Engineer including all formwork and labour necessary to form.

Curing: After the concrete has begun to harden i.e. about 1 to 2 hours after it's laying, it shall be protected from quick drying with moist gunny bags, sand or any other material approved by the Engineer. After 24 hours of laying of concrete, the surface shall be cured by flooding with water of minimum 25mm depth, or by covering with wet absorbent material. The curing shall be done for a minimum period of 14 days.

Finishing: In case of roof slabs, the top surface shall be finished even and smooth with wooden trowel, before the concrete begins to set.

Immediately on removal of forms, the Engineer shall examine the R.C.C. work before any defects are made good such as:

- a) The work that has sagged or contains honeycombing to an extent detrimental to structural safety or architectural concept shall be rejected.
- b) Surface defect of a minor nature may be accepted. On acceptance of such work by the Engineer, the same shall be rectified as follows:
 1. Surface defects which require repair when forms are removed usually consist of bulges due to movement of forms, ridges at form joints, honeycombed areas, damage resulting from the stripping of forms, and bolt holes. Bulges and ridges are to be removed by careful chipping or tooling and the surface is then rubbed with a grinding stone. Honey combed and other defective areas must be chipped out, the edges being cut as straight as possible and perpendicularly to the surface, or preferably slightly undercut to provide a key at the edge of the patch.
 2. Shallow patches are first treated with a coat of thin grout composed of one part of cement and one part of sand and then filled with mortar similar to that used in the concrete. The mortar is placed in layer not more than 10mm thick and each layer is given a scratch finish to secure bond with the succeeding layer. The last layer is finished to match the surrounding concrete by floating, rubbing, or tooling on formed surfaces by pressing the form material against the patch while the mortar is still plastic.



3. Large and deep patches require filling up with concrete held in place by forms. Such patches are reinforced and carefully dowelled to the hardened concrete.
 4. Holes left by bolts are filled with mortar carefully packed into place in small amounts. The mortar is mixed as dry as possible with just enough water so that it will be tightly compacted when forced into place.
 5. Tiered holes extending right through the concrete may be filled with mortar with a pressure gun similar to the gun used for greasing motorcars.
 6. Normally, patches appear darker than the surrounding concrete, possibly owing to the presence on their surface of less cement laitance. Where uniform surface colour is important, this effect shall be remedied by adding 10 to 20 percent of white Portland cement to the patching mortar, the exact quantity being determined by trial.
 7. The same amount of care to cure the materials in the patches should be taken as with the whole structure. Curing must be started, as soon as possible, after the patch is finished to prevent early drying. Damp Hessian may be used but in some locations it may be difficult to hold it in place. A membrane-curing compound in these cases will come in most convenient.
- c) The surface, which is to receive plaster or where it is to be joined with brick masonry wall, shall be properly roughened immediately after the shuttering is removed, taking care to remove the laitance completely without disturbing the concrete. The roughening shall be done by hacking. Before the surface is plastered it shall be cleaned and wetted so as to give good bond between concrete and plaster. The R.C.C. work shall be done carefully so that the thickness of plaster required for finishing the surface is not more than 6mm.
 - d) The surface of R.C.C. slab on which the cement concrete or mosaic floor is to be laid shall be roughened with brushes while the concrete is green. This shall be done carefully without disturbing the concrete.

Measurement: Dimensions shall be measured nearest to 10mm, except for the thickness of slab which shall be measured to nearest 5mm. The areas shall be worked out to nearest 0.01 square metres. The cubic contents shall be worked out to nearest 0.01 cubic metres.

Work under the following category shall be measured separately.

- a) In foundation upto floor one level.
- b) From floor one level to floor two level.
- c) From floor two level to floor three level and so on -
- d) R.C.C. above roof level shall be measured along with the R.C.C. work in floor just below.



No deduction shall be made for the following:

- a) Ends of dissimilar materials (e.g. joints, beams, posts, girders, rafters, purlins, trusses, corbels, steps etc.) upto 500sq.cm in cross-section.
- b) Opening upto 0.1 sq.m

Note: In calculating area of opening upto 0.1 sq.m the size of opening includes the thickness of any separate lintels or sills. No extra labour for forming such openings or voids shall be paid for.

- c) The volume occupied by reinforcement.
- d) The volume occupied by pipes, conduits, etc. not exceeding 100sq.cm each in cross-sectional area. Nothing extra shall be paid for leaving and finishing such cavities and holes.
- e) Small voids not exceeding 40 Sq.cm each in cross-sectional area. Nothing extra shall be paid for leaving and finishing such cavities and holes.

Measurements shall be taken before any rendering is done in the concrete members. The measurement will not include rendering. The measurement of R.C.C. work between various units shall be regulated as below:

- a) Slabs shall be taken as running continuously through except when slab is monolithic with the beam. In that case it will be from the face of the beam.
- b) Beams shall be measured from face to face of columns and shall include haunches, if any, between columns and beams. The depth of the beam shall be from the bottom of slab to the bottom of beam, if beam and slab are not monolithic. In case of monolithic construction where slabs are integrally connected with beam, the depth of the beam shall be from the top of the slab to the bottom of the beam.
- c) The columns shall be measured from top of column base to underside of the first floor slab and subsequently from top of floor slab to underside of the floor slab above. In case of columns for flat slabs, flare of column shall be included with column for measurement.
- d) Chajja shall be measured inclusive of bearing. But when Chajja is combined with lintel, slab and beam, it shall be measured as clear portion. Whenever vertical fins and chajjas combined, chajjas shall be measured clear between fins. The vertical fins shall be measured through.
- e) The filling of expansion joints with bitumen filler, bitumen felt or any such material and the provision of copper or brass plate for covering, etc., shall be measured in running metres.

Rate: The rate includes the cost of materials and labour involved in all the operations described above except for the cost of centring and shuttering unless otherwise mentioned in the item.

Note: The 28 days cube test shall be the basis of determination of strength for R.C.C. work. Concrete that is less than the required strength shall not be accepted unless otherwise stated



25. Bhutan type Traditional Cornices in R.C.C 1:2:4, 20 mm aggregate including cost of formwork including finishing with 6mm thick plaster on the exposed surface with cement mortar 1:3 as per standrad design excluding cost of reinforcement & decorative painting - Multi-Storied building (excluding the cost of phana)
26. Bhutan type Traditional Cornices in R.C.C 1:2:4, 20 mm aggregate including cost of formwork including finishing with 6mm thick plaster on the exposed surface with cement mortar 1:3 as per standrad design excluding cost of reinforcement & decorative painting – Phana
27. Bhutan type Traditional Cornices in R.C.C 1:2:4, 20 mm aggregate including cost of formwork including finishing with 6mm thick plaster on the exposed surface with cement mortar 1:3 as per

Table 5.8.4 LAP LENGTH OF THE REBAR

Sl. No	Bar size	Lap length
1	10 mm	300 mm
2	12 mm	350 mm
3	16 mm	600 mm
4	20 mm	900 mm
5	25 mm	1100 mm

standrad design excluding cost of reinforcement & decorative painting - Lintel cornice (only cornice portion at external face)

Bhutan Cornice: The profile of the cornice shall conform in all respects to the approved design and the work carried out as directed by the Engineer. Care shall be taken to see that cornice at each floor level is as per the design for that level, and to maintain proper line and level.

Measurement: Bhutan cornice shall be measured by length correct to 10mm, along the junction of the cornice and wall.

Rate: The rate includes the cost of materials and labour involved in all the operations described above except for the cost of centring and shuttering unless otherwise mentioned in the item.

28. 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

The type and grade of reinforcement to be used shall be as indicated on the drawings. Where this information is not given on the drawings, hot rolled deformed bars having yield strength of 500 Mpa shall be used. Bars shall be bent cold (no heating shall be permitted), correctly and accurately to the size and shape as shown on the detailed drawings or as directed by the Engineer. Preferably, bars of full length shall be used and within the following tolerances:

Overlapping of bars shall be as indicated on the drawings. The overlapping bars shall not touch each other and these shall be kept apart by 25 mm or 1.25 times the maximum size of the coarse aggregate whichever is greater, with concrete between them. But where this cannot be done, the overlapping shall be bound together at intervals not exceeding twice the dia. of such bars, with



two strands of annealed steel wire of 0.90 mm to 1.6 mm thickness twisted tight. The overlaps shall be staggered for different bars and located at points, along the span, where neither shear nor bending moment is maximum. Where lap length is not explicitly shown on the drawings, the length shown in the following table shall be used:

The ends of rods shall be bent in to semicircular hooks, having clear diameter equal to four times the diameter of the bar, with a length, beyond the bend equal to four times the diameter of the bar. End hooks may, however, not be provided for cold twisted, hot rolled and CRS bars.

Note: Welding should not be used unless absolutely necessary. Reinforcement bar does not weld very well and the resulting splice can be a weak spot. Binding is better as welding can produce a reduction in strength as well.

Reinforcement bars shall be placed in position as shown in the drawings. The bars crossing one another shall be tied together at every intersection with two strands of annealed steel wire 0.90 to 1.6 mm thickness twisted tight to make the skeleton of the steel work rigid so that the reinforcement does not get displaced during the deposition of concrete.

The bars shall be kept in position by the following methods:

- a) In case of beam and slab construction, pre-cast cover blocks in cement mortar 1:2 (1 cement: 2 coarse sand), about 4cm x 4cm section and of thickness equal to the specified cover shall be placed between the bars and shuttering, so as to secure and maintain the requisite cover of concrete over reinforcement.
- b) In case of cantilevered and double layer reinforced beams or slabs, the vertical distance between the horizontal bars shall be maintained by introducing chain spacers or support bars of steel at 1.0 metre or at shorter spacing to avoid sagging.

Table 5.8.2 TOLERANCES ON DIMENSIONS OF REINFORCEMENT BAR

Sl. No	Dimension	Tolerance
1	Length of straight bars	± 25 mm
2	Location of splices	± 50 mm
3	Length of lap splices	± 50 mm

Minimum clear cover shall be as indicated on the drawings. Where cover is not indicated on the drawings, it shall be in accordance with the following:

Table 5.8.3 MINIMUM CLEAR COVER FOR REINFORCEMENT

Sl. No	Location	Clear cover
1	Slabs	20 mm
2	Beam – main reinforcement	30 mm
3	Beam – stirrups	20 mm
4	Column – main reinforcement	40 mm
5	Column - ties	20 mm
6	Footings	75 mm

- c) In case of columns and walls, the vertical bars shall be kept in position by means of timber templates with slots accurately cut in them, or with block of cement mortar (1:2) suitably tied to the reinforcement.



- d) In case of other R.C.C. structure such as arches, domes etc, cover blocks, spacers and templates shall be used as directed by the Engineer.

Measurement: Reinforcement including authorised spacer bars and laps shall be measured in lengths of different diameters, as actually used in the work nearest to 10mm and their weight calculated on the basis of standard tables. Wastage and un-authorised overlaps shall not be paid for. Annealed steel wire required for binding or tack welding shall not be measured, its cost being included in the rate of reinforcement. Wherever welding is resorted to in lieu of over laps such welds shall be measured separately in members for different size of reinforcement.

Rate: The rate of reinforcement shall include the cost of labour and materials as required for all operations described above except welding in lieu of over laps, which shall be paid for separately. No separate payment will be made for concrete spacer blocks, timber templates, tie wire or any other accessories required for the performance of the work.

29. Providing & fixing centering and shuttering (formwork), including strutting, propping etc. and removal of formwork

Propping and Centering: Props used for centring shall be of steel, timber posts, ballies or any other material approved by Engineer. Use of brick masonry pillars in mud mortar shall also be permissible. In no case ballies shall be of diameter less than 100mm measured at mid length and 80mm at thin end. Maximum permissible spacing shall be 1.2m centre to centre. Ballies shall rest squarely on wooden sole plates of 40mm thickness and minimum bearing area of 0.1sq.m laid either on ground or on 40 x 40cm brick masonry pillars in mud mortar of height not exceeding 40cm. Double wedges shall further be provided between the sole plates and the wooden props so as to facilitate tightening and easing of shuttering without jarring the concrete. In case brick masonry pillars of adequate section are used instead of props, wooden sole plates shall be provided at the top of pillars and double wedges inserted between the sole plate and the bottom of shuttering

Formwork and concreting of upper floor shall not be done until concrete of lower floor has set for atleast 28 days. In case of balconies and cantilever beams, coming one above the other, the members being cast shall be supported by props on two floors below the floor where initial supporting has been done. Ballies shall rest squarely on wooden sole plates of 40mm thickness and with minimum bearing area of 0.1sq.m.

The details of formwork stated above shall be applicable for spans of 4.50m and height upto 3.50 metres. In case any of these limits is exceeded the formwork shall be properly designed for the self-weight, weight of reinforcement, weight of fresh concrete, various live loads imposed during the construction process (such as workmen and equipment). Dumping of concrete, movement of construction equipment and action of the wind may produce lateral forces which must be resisted by the form work to prevent lateral failure for which suitable horizontal as well as diagonal bracings shall be provided. The permissible stresses in bending, buckling load of props, permissible deflection of shuttering should not be exceeded.



In case the height of centring exceeds 3.50 metres, the props may be provided in multi-stages. Before the concreting is started, the props and wedges shall be thoroughly checked to see that these are intact, and take suitable action in case these are loose. While the concreting is in progress, at least one carpenter shall be readily available at the site. The carpenter shall keep a constant watch on the props and take immediate remedial measures, as soon as any of these get loosened. Care shall be taken that props and wedges do not get loose for a minimum period specified in Table 5.8.5

Shuttering: The shuttering shall have smooth and even surface and the joints shall not permit leakage of cement grout. Timber used shall be well seasoned, free from loose knots, projecting nails, splits or other defects that may mar the cement surface of concrete. It shall not be so dry as to absorb water from concrete and swell and bulge, or so green or wet as to shrink after erection. Species of timber that are not affected appreciably by its contact with water shall be used. The timber shall be accurately sawn and planed on the sides and the surface coming in contact with concrete. For exposed concrete faces, timber for shuttering shall be wrought on all faces in contact with concrete.

Wooden formwork with metal sheet lining or steel plates stiffened by steel angles shall also be permitted. Where metal forms are used, all bolts and nuts shall be countersunk and well ground to provide a smooth plane surface. The chamfers, bevelled edges and mouldings shall be made in the formwork itself. Opening for fan clamps and other fittings connected with services shall be provided in the shuttering as directed by the Engineer-in-charge. As far as practicable, clamps shall be used to hold the forms together. Where use of nails is unavoidable minimum number of nails shall be used and these shall be left projecting so that they can be easily withdrawn. Use of double head nails shall be preferred.

Surface Treatment for Shuttering: The surfaces of timber shuttering that would come in contact with concrete shall be well wetted and coated with soap solution, raw linseed oil, form oil of approved manufacture or any other approved material (such as polythene/polyethylene sheets), to prevent adhesion of concrete to form work. Soap solution, for the purpose shall be prepared by dissolving yellow soap in water to get the consistency of paint. Inside surfaces of forms shall be thoroughly cleaned before application of any of the materials mentioned above. Release agents shall be applied strictly in accordance with the manufacturers' instructions and shall not be allowed to come in contact with any reinforcement. Re-use of the shuttering shall be permitted only after the inside surface has been thoroughly cleaned in the manner described above.

Contractor shall give the Engineer due notice before placing any concrete in the forms to permit him to inspect and accept the form work as to its strength alignment and general fitness, but such inspection shall not relieve the contractor of his responsibility for safety of workman, machinery, materials and for results obtained.

Camber: Suitable camber shall be provided in horizontal members of structures, especially in long spans to counteract the effects of deflection. The formwork shall be so assembled as to provide for such camber. The camber for beams and slabs shall be 4mm per metre (1 in 250) or as directed by the Engineer, so as to offset the subsequent deflection. For cantilevers, the camber at free end shall be 1/50th of the projected length or as directed by the Engineer.



Special Formwork: For special type of work-locations like tall structures etc. use of special types of formwork like moving or climbing forms shall be permitted. The details of such formworks alongwith the sequence of working shall be got approved from the Engineer before their erection.

Removal of Form Work: No formwork or any part thereof shall be removed without prior approval of the Engineer. The formwork shall be so removed as not to cause any damage to concrete due to shock or vibration. In a slab and beam construction, sides of beam shall be stripped first, then the under sides of slab and lastly the underside of the beam. Formwork must be so designed that they can be stripped in the order required i.e.

- a) Shutters to vertical (non load bearing) faces e.g. column boxes, beam sides, wall forms,
- b) Shutters forming soffits to slabs, horizontal and inclined which carry only light load, e.g. slabs, roofs, floors and canopies etc.
- c) Soffit shutters carrying heavy load e.g. beam and girder bottoms.

The whole of the formwork should be planned and a definite scheme of operation worked out. In no circumstances should forms be struck until the concrete reaches strength of atleast twice the stress to which the concrete may be subjected at the time of striking. Where possible the formwork should be left longer as it would assist curing. Forms should be eased carefully in order to prevent the load being suddenly transferred to concrete. The period that shall elapse after the concrete has been laid, before easing and removal of centring and shuttering is undertaken shall be as given in Table below:



Table 5.8.5 MINIMUM PERIOD FOR REMOVAL OF FORMWORK

Type of formwork	Minimum period before striking formwork
Vertical formwork to columns, walls and beams	16 – 24 h
Soffit formwork to slabs (props to be re-fixed immediately after removal of formwork)	3 days
Soffit formwork to beams (props to be re-fixed immediately after removal of formwork)	7 days
Props to slabs spanning upto 4.5 m	7 days
Props to slabs spanning over 4.5 m	14 days
Props to beams and arches spanning upto 6 m	14 days
Props to beams and arches spanning over 6 m	21 days

Note 1: For rapid hardening cement, 3/7 of the above periods will be sufficient in all cases, except for vertical sides of slabs, beams and columns which should be retained for atleast 24 hours.

Note 2: In case of cantilever slabs and beams, the centring shall remain till structures for counter acting or bearing down have been erected and have attained sufficient strength.

Note 3: Proper precautions should be taken to allow for the decrease in the rate of hardening that occurs with all cements in cold weather.

Note 4: Work damaged through premature or careless removal of forms shall be reconstructed.

Measurements: Where it is stipulated that the formwork shall be paid for separately, measurement shall be taken of the area of shuttering in contact with the concrete surface. Dimensions of formwork shall be measured correct to 10mm. The measurements shall be taken separately under each of the items mentioned above.

Centring and shuttering where exceeding 3.5 metres height in one floor shall be measured and paid for separately.

Where it is not specifically stated in the description of the item that formwork shall be paid for separately, the rate of the R.C.C. item shall be deemed to include the cost of formwork.

No deductions from the shuttering due to the openings/ obstructions shall be made if area of such openings/obstructions does not exceed 0.1sq.m. Nothing extra shall be paid for forming such openings.



Rate: The rate of formwork includes the cost of labour, materials tools and plant required for all the operations described in this section including properly supporting the members until the concrete is cured, set and hardened as required. No separate payment shall be made for items such as form release agent, connections, provisions for openings and other items required for the completion of the work unless specified otherwise.

STEEL WORKS

30. Steel work welded, in built up sections, trusses, frame-works including cutting, hoisting, fixing and appl. priming coat of red lead paint - In tubular section

Fabrication: The component parts of the structure shall be assembled in such a manner that they are neither twisted nor otherwise damaged and is so prepared that the specified cambers, if any, are maintained.

Straightening: All material before being assembled shall be straightened, if necessary, unless required to be of a curvilinear form and shall be free from twist.

Bolting: Washers shall be specially shaped where necessary, or other means used, to give the nuts and the heads of bolts a satisfactory bearing. In all cases where the full bearing area of the bolt is to be developed, the threaded portion of the bolt shall not be within the thickness of the parts bolted together, and washers of appropriate thickness shall be provided to allow the nut to be completely tightened.

Welding: Where welding is adopted, it shall be done as per the relevant Indian standard.

Caps and Bases for Columns: The ends of all the tubes for columns, transmitting loads through the ends, should be true and square to the axis of the tube and should be provided with a cap or base accurately fitted to the end of the tube and screwed, welded or shrunk on. The cap or base plate should be true and square to the axis of the column.

Sealing of tubes: When the end of a tube is not automatically sealed by virtue of its connection by welding to another member, the end shall be properly and completely sealed. Before sealing, the inside of the tube should be dry and free from loose scale.

Flattened Ends: In tubular construction the ends of tubes may be flattened or otherwise formed to provided that the methods adopted for such flattening do not injure the material. The change of sections shall be gradual.

Hoisting and Erection: Tubular trusses shall be hoisted and erected in position carefully, without damage to themselves, other structure, equipment and injury to workmen. The method of hoisting and erection proposed to be adopted shall be got approved from the Engineer. The contractor shall however be fully responsible, for the work being carried out in a safe and proper manner without unduly stressing the various members. Proper equipment such as derricks, lifting tackles, winches, ropes, etc. shall be used.



Measurement: The work as fixed in place shall be measured in running metres correct to 10 mm and their weights calculated on the basis of standard tables in kilogram correct to two places of decimal, unless otherwise specified. Weight of cleats, brackets, packing pieces, bolts, nuts, washers, distance pieces, separators diaphragm gussets (taking overall square dimensions) fish plates, etc. shall be added to the weight of respective item unless otherwise specified. No deductions shall be made for skew cuts.

Rate: The rate shall include the cost of labour and materials involved in all the operations described above including one coat of approved steel primer.

31. Steel work welded, in built up sections, trusses, frame-works including cutting, hoisting, fixing and appl. priming coat of red lead paint - In Tees, angles, Flats and channels

Laying out: It shall be as specified in riveted and bolted built-up section above. Fabrications: Straightening, shaping to form, cutting and assembling shall be as for riveted and bolted as far as applicable, except that the words "riveted or bolted" shall be read as "welded" and holes shall only be made for the bolts used for temporary fastening as shown in drawings.

Welding: Welding shall generally be done by electric process. The electric arc method is usually adopted and is economical. Where public electricity is not available, generators shall be arranged. Gas welding shall be resorted to using oxyacetylene flame with specific prior approval of the Engineer. Gas welding shall not be permitted for structural steel work. Gas welding requires heating of the members to be welded along with the welding rod and is likely to create temperature stresses in the welded members. Precautions shall therefore be taken to avoid distortion of the members due to these temperature stresses. The work shall be done as shown in the shop drawings, which should clearly indicate various details of the joint to be welded, type of welds, shop and site welds as well as the types of electrodes to be used. Symbol for welding on plans and shop drawings shall be according to IS:813.

As far as possible every effort shall be made to limit the welding that must be done after the structure is erected so as to avoid the improper welding that is likely to be done due to heights and difficult positions on scaffolding etc. apart from the aspect of economy. The maximum dia. of electrodes for welding any work shall be as under unless otherwise specified.



Surfaces, which are to be welded together, shall be free from loose mill scale, rust, paint, grease or other foreign matter. A coating of boiled linseed oil may be permitted.

Precautions: All operations connected with welding and cutting equipment shall conform to the safety requirements given in IS:818 for Safety requirements and Health Provision in Electric and gas welding and cutting operations.

Assembly: Before welding is commenced the plate shall first be brought together and firmly clamped or spot-welded at specified distance. This temporary connection has to be strong enough to hold the parts accurately in place without any disturbance.

Erection: The specifications shall be as described above in riveted and bolted section except that while erecting a welded structure adequate means shall be employed for temporary fastening the members together and bracing the framework until the joints are welded. Such means shall consist of erection bolts, tack welding or other positive devices imparting sufficient strength and stiffness to resist all temporary loads and lateral forces including wind. Owing to the small number of bolts ordinarily employed for joints which are to be welded, the temporary support of heavy girders carrying columns shall be specially examined and provisions made to cater for such forces. Different members those are to be fillet welded shall be brought into as close contact as possible. The gap due to faulty workmanship or incorrect fit if any shall not exceed 1.5 mm. If gap exceeding 1.5 mm or more occurs locally, the size of fillet weld shall be increased at each position by an amount equal to the width of the gap.

Table 5.12.1 MAXIMUM DIAMETER OF ELECTRODES FOR WEILDING

Average thickness of plate or section	Maximum diameter of electrodes to be used
Less than 5 mm	3.2 mm
5mm to 7 mm	4 mm
8mm to 9 mm	5 mm
10mm to 15 mm	6 mm
16mm to 24 mm	9 mm
25mm and over	9 mm

Measurements: The method of measurement shall be as described above in riveted and bolted section except that the weight of welding material shall not be added to the weight of members for payment. Nothing extra shall be paid for making and filling holes for temporary fastening of members during erection before welding.

Rate: The rate shall include the cost of all labour and materials involved in all the operations described above.



32. **Steel work in single section including cutting, hoisting, fixing and applying priming coat of red lead paint - In Flats**

33. **Steel work in single section including cutting, hoisting, fixing and applying priming coat of red lead paint - In Tees, angles and channels**

Fabrication: The steel sections shall be straightened and cut square or otherwise as required to correct lengths, measurement being done with a steel tape. The cut ends exposed to view shall be finished smooth. No two pieces shall be welded or otherwise jointed to make up the required length of a member. All straightening and shaping to form shall be done by pressure. Bending or cutting shall be carried out in such a manner as not to impair the strength of the metal.

Holing: The locations of the holes shall be carefully marked by measuring with steel tape and holes drilled. Finished holes shall be not more than 1.5 mm (in case of rivets/bolts passing through them being dia. 25 mm or less) or 2.0 mm (in case of rivet/bolts dia. being more than 25 mm). Holes may be punched if permitted by the Engineer. Gas cutting shall not be used to form the holes unless otherwise specified as gas cutting diminish the strength of the metal.

Painting: All surfaces, which are to be painted, oiled or otherwise treated shall be dry and thoroughly cleaned to remove all loose scale and rust. Surface not in contact but inaccessible after shop assembly, shall receive the full-specified protective treatment before assembly. This does not apply to the interior of sealed hollow sections. Parts to be encased in concrete shall not be painted or oiled.

Erection: Steelwork shall be hoisted and placed in position carefully without any damage to itself and other building work and injury to workmen. Where necessary mechanical appliance such as lifting tackles, winch etc. shall be used. The suitability and capacity of all plant and equipment used for erection shall be to the satisfaction of Engineer.

Measurement: The work as fixed in place shall be measured in running metres correct to a millimetre and their weights calculated on the basis of standard tables.

Rate: The rate includes the cost of labour and materials required for all the operations described above.

ROOFING WORKS

34. **Providing & fixing Pre - Painted Galvanized Iron (PPGI) sheets, including self driven screws and bolts for connection excluding the cost of purlins, rafter and trusses. - 25g (0.5mm)**

C.G.I sheets: C.G.I sheets shall be of the thickness specified, in the item. The C.G.I sheets shall conform to IS: 277; P.P.G.I and P.P.G.L shall confirm to IS 15965 in all respects.



Purlins: Wooden purlins of the specified wood or MS rolled sections of requisite size shall be fixed over the principle rafters. Maximum spacing of purlins shall not exceed 1.60 meter

The top surfaces of the purlins shall be uniform and plane. They shall be painted before fixing on top. Embedded portions of wooden purlins shall be coal tarred with two coats.

Slope: Roof shall not be pitched at a flatter slope than 1 vertical to 5 horizontals.

Laying and fixing: The sheets shall be laid and fixed in the manner described below, unless otherwise shown in the working drawings or directed by the Engineer. The sheets shall be laid on the purlins to a true plane, with the lines of corrugations parallel or normal to the sides of the area to be covered unless otherwise required as in special shaped roofs.

The sheets shall be laid with a minimum lap of 20 cm at the ends and two ridges of corrugation at each side. The above end lap of 20 cm shall apply to slopes of 1 vertical to 3 horizontal and flatter slopes. For steeper slopes the minimum permissible end lap shall be 15 cm. The minimum lap of sheets with ridge, hips and valleys shall be 20 cm measured at right angles to the line of the ridge, hip and valley respectively. These sheets shall be cut to suit the dimensions or shape of the roof, either along their length or their width or in a slant across their lines of corrugations at hips and valleys. They shall be cut carefully with a straight edge and chisel to give a smooth and straight finish.

Lapping in C.G.I. sheet shall be painted with a coat of approved steel primer and two coats of painting with approved paint for steelwork before fixing in place. Sheets shall not generally be built into gables and parapets. They shall be bent up along their side edges close to the wall and the junction shall be protected by suitable flashing or by a projecting drip course, the later to cover the junction by at-least 7.5 cm. The laying operation shall include all scaffolding work involved.

Sheets shall be fixed to the purlins or other roof members such as hip or valley rafters etc. with galvanised J or L hook bolts and nuts, 8 mm diameter, with bitumen and G.I. limpet washers or with a limpet washer filled with white lead as directed by the Engineer. The length of the hook bolt shall be varied to suit the particular requirements. The bolts shall be sufficiently long so that after fixing they project above the top of the nuts by not less than 10 mm. The grip of J or L hook bolt on the side of the purlin shall not be less than 25 mm. There shall be a minimum of three hook bolts placed at the ridges of corrugations in each sheet on every purlin and their spacing shall not exceed 30 cm. Coach screws shall not be used for fixing sheets to purlins.

Where slopes of roofs are less than 21.5 degrees (1 vertical to 2.5 horizontal) sheets shall be joined together at the side laps by galvanized iron bolts and nuts 25 x 6 mm size, each bolt with bitumen and a G.I. limpet washer or a G.I. limpet washer filled white lead. As the overlap at the sides extends to two corrugations, these bolts shall be placed zigzag over the two overlapping corrugations, so that the ends of the overlapping sheets shall be drawn tightly to each other. The spacing of these seam bolts shall not exceed 60 cm along each of the staggered rows. Holes for all bolts shall be drilled and not punched in the ridges of the corrugations from the underside, while the sheets are on the ground. Sheets with wrongly drilled holes shall be rejected. The holes in the washers shall



be of the exact diameter of the hook bolts or the seam bolts. The nuts shall be tightened from above to give a leak proof roof.

Wind Ties: Wind ties shall be of 40 x 6 mm flat iron section or of other size as specified. These shall be fixed at the eaves ends of the sheets. The fixing shall be done with the same hook bolts, which secure the sheets to the purlins.

Finish: The roof when completed shall be true to lines, and slopes and shall be leak proof.

Measurement: The length and breadth shall be measured correct to 10 mm. Area shall be worked out in sq.m correct to two places of decimal. The superficial area of roof coverings shall be measured on the flat without allowance for laps and corrugations. Portion of roof coverings overlapping ridge or hip etc. shall be included in the measurements of the roof. Roofs with curved sheets shall be measured and paid for separately. Measurements shall be taken on the flat and not girth. No deduction in measurement shall be made for opening up to 0.4 sq.m. For any opening exceeding 0.4 sq.m in area, deduction in measurements for the full openings shall be made and, in such cases, the labour involved in making these openings shall be paid for separately. Cutting across corrugation shall be measured on the flat and not girth.

Rate: The rate shall include the cost of all the materials and labour involved in all the operations described above including a coat of approved steel primer and two coats of approved steel paint on overlapping of C.G.I. sheets. This includes the cost of roof sheets, galvanized iron J or L hooks, bolts and nuts, galvanized iron seam bolts and nuts bitumen and (galvanized iron) limpet washers. The ties shall be paid for separately.

35. Providing & fixing 600 mm ridges or hips in Pre - Painted Galvanized Iron (PPGI) sheets, including bolts, hooks and nuts 8mm dia G.I limpet and bitumen washers for connection - 25g (0.5mm minimum)

Ridges and Hips: Ridges and hips of C.G.I./P.P.G. I/P.P.G. L roofs shall be covered with ridge and hip sections of with a minimum lap of 20.0 cm on either side over the sheets. The end laps of the ridges and hips, and between ridges and hips shall also be not less than 20.0 cm. The ridges and hips shall be of 60 cm overall width plain G.I. sheets and shall be properly bent to shape.

Fixing: Ridges shall be fixed to the purlins below with the same 8 mm dia G.I. hook bolts and nuts and bitumen and G.I. limpet washers which fix the sheets to the purlins. Similarly, hips shall be fixed to the roof members below such as purlins, hip and valley rafters with the same 8 mm dia G.I. hook bolts and nuts and bitumen and G.I. limpet washers which fix the sheets to those roof members. At least one of the fixing bolts shall pass through the end laps of ridges and hips, on either side. If this is not possible extra hook bolts shall be provided. The end laps of ridges and hips shall be joined together by galvanized iron seam bolts 25 x 6 mm size each with a bitumen and G.I. washer or as directed by the Engineer. There shall be at least two such bolts in each end lap.



Finish: The edges of the ridges and hips shall be straight from end to end and their surfaces shall be plane and parallel to the general plane of the roof. The ridges and hips shall fit in squarely on the sheets.

Measurement: The measurements shall be taken for the finished work in length along with centre line of ridge or hip, as the case may be, correct to 10 mm. The laps in ridges and hips, and between ridges and hips shall not be measured.

Rate: The rate shall include the cost of all labour and materials specified above, including the cost of seam bolts and any extra G.I. hook bolts, nuts and washers required for the work.

36. Providing and fixing on wall 110mm dia face single socketed rigid PVC (Working Pressure 4kgf per sq.cm) rain water pipes including jointing with seal ring leaving 10 mm gap for thermal expansion- complete

BRICK WORKS

General

Bricks required for brick work in cement mortar shall be adequately soaked in stacks, before use, by profusely spraying with clean water at regular intervals for a period of not less than six hours so as to keep them wet to the satisfaction of the Engineer. Bricks required for masonry with mud mortar need not be soaked.

Brickwork shall be laid in English bond unless otherwise specified. For brick work in half brick wall, bricks shall be laid in stretcher bond. Half or cut bricks shall not be used; except where necessary to complete the bond. Closures, in such cases, shall be cut to the required size and used near the ends of the walls.

In exposed brickwork, selected bricks shall be used for the face work.

A layer of mortar shall be spread on full width over a suitable length of the lower course. Each brick shall be properly bedded and set home (in position) by gently tapping with handle of trowel or wooden mallet. Its inside faces shall be buttered with mortar before the next brick is laid and pressed against it. On the completion of course, all vertical joints shall be fully filled from the top with mortar.

The walls shall be taken up truly plumb. All courses shall be laid truly horizontal and all vertical joints shall be truly vertical. Vertical joints in alternate courses shall come directly one over the other.

Thickness of brick courses shall be kept uniform and for this purpose wooden straight edge with graduations indicating thickness of each course including joint shall be used. The height of windowsills, bottom of lintels and other such important points in the height of the wall shall be marked on the graduated straight edge.



Both the faces of walls of thickness more than one brick length shall be kept in proper plane. All connected brickwork shall be carried up simultaneously and no portion of work shall be left more than one metre below the rest of the work. Where this is not possible, in the opinion of the Engineer, the work shall be raked back according to bond (and not toothed) at an angle not steeper than 45 degree. The work done per day should not be more than one metre height.

All iron fixtures, pipes, outlets of water, hold fasts of doors and windows, which are required to be built into the walls shall be embedded in mortar or cement concrete as specified in their correct position, as directed by the Engineer, as the work proceeds.

The flue of the chimney shall be plastered with mud and cow dung mortar (3 mud: 1 cow dung) as the work proceeds. Nothing extra shall be paid for this 'pargeting'.

Joints: Brick shall be so laid that all joints are full of mortar. The thickness of joints shall not exceed 10mm. All face joints shall be raked to a minimum depth of 15mm by raking tool during the progress of work when the mortar is still green so as to provide proper key for the plaster or pointing to be done. Where, plastering or pointing is not required to be done the joints shall be struck flush and finished at the time of laying.

The face of brickwork shall be cleaned on the same day on which brickwork is laid and all mortar dropping removed promptly.

Curing: Brickwork shall be protected from rain by suitable covering when the mortar is green. Masonry work in cement mortar shall be kept constantly moist on all faces for a minimum period of seven days. Brickwork carried out during the day shall be suitably marked indicating the date on which the work is done so as to keep a watch on the curing period.

Scaffolding: For all exposed brickwork, double scaffolding having two sets of vertical supports shall be provided. The supports shall be sound and strong, tied together with horizontal pieces over which scaffolding planks shall be fixed.

For all other brickwork in buildings, single scaffolding shall be permitted. In such cases, the inner end of the horizontal scaffolding pole shall rest in a hole provided only in the header course for the purpose. Only one header for each pole shall be left out. Such holes for scaffolding shall, however, not be allowed in pillars/columns less than one metre in width, or immediately near the skewbacks of arches. The holes left in masonry works for scaffolding purposes shall be filled and made good before plastering.

Note: In case of special type of brickwork, scaffolding shall be got approved from Engineer in advance. Brickwork shall be protected from rain by suitable covering when the mortar is green. Masonry work in cement mortar shall be kept constantly moist on all faces for a minimum period of seven days. Brickwork carried out during the day shall be suitably marked indicating the date on which the work is done so as to keep a watch on the curing period.



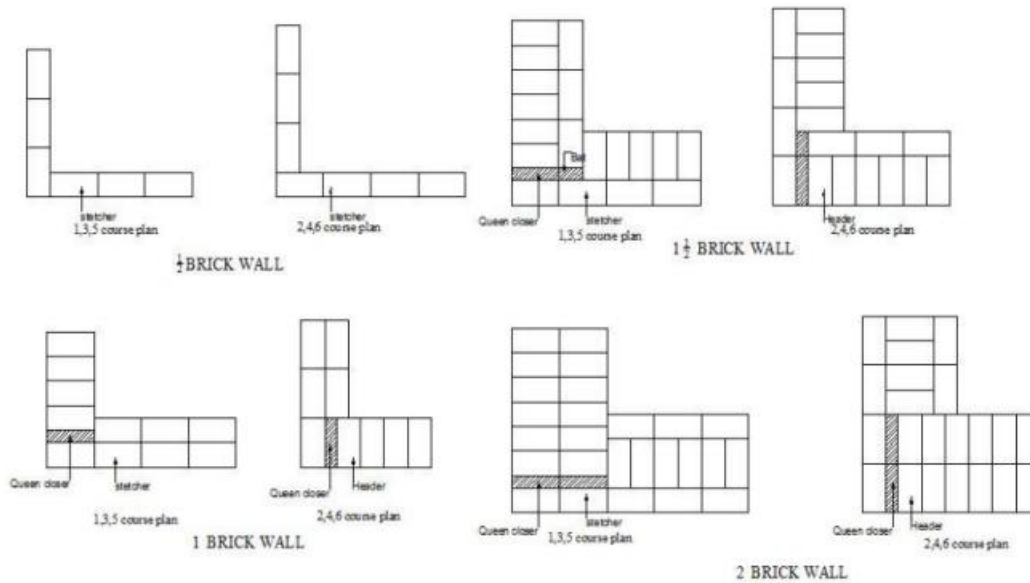


Figure 5.9.1: English Bond

37. Providing & laying Second-Class Brick work in superstructure above plinth level, up to floor two level in cement mortar 1:4

Measurement: Measurement shall be same as for brick works in foundation and plinth.

Rate: Rate shall include all extra labour, scaffolding etc. required for work.

38. Providing & laying Second-Class Half-brick Masonry (125 mm) in superstructure below floor 2 level

The specification shall be same as explained above in general brick works. However, in special cases like half brick walls for water tanks and long length of half brick thick walls etc. where reinforcement is considered necessary from structural consideration, the same shall be provided at required intervals and the cost of reinforcement shall be paid for separately. It shall be ensured that the reinforcement is fully embedded in the mortar.

Measurement: The length and height of the wall shall be measured correct to a cm. The area shall be calculated correct to 0.01 sq.m. Where half brick wall is joined to the main walls of one brick or greater thickness, the measurements for half brick wall shall be taken for its clear length from the face of the thicker wall.

Rate: The rate includes the cost of materials and labour involved in all the operation described above, except reinforcement, which is to be paid for separately.



WOOD WORKS

39. Providing & fixing in position dressed wood work Class 'B' (conifer) in frames of doors, windows, clerestory windows and other frames, wrought and framed

Specified timber shall be used, and it shall be sawn in the direction of the grains. Sawing shall be truly straight and square. The scantling shall be planed smooth and accurate to the full dimensions, rebates, rounding, and mouldings as shown in the drawings made, before assembling. Patching or plugging of any kind shall not be permitted except as approved by Engineer. A tolerance of +2 mm and -3 mm shall be allowed in the finished cross-sectional dimensions of door and window frames.

Joints: Joints shall be mortise and tenon type, simple, neat and strong. Mortise and tenon joints shall fit in fully and accurately without wedging or filling. The joints shall be glued, framed, put together and pinned with hard wood or bamboo pins not less than 10mm dia. after the frames are put together pressed in position by means of a press.

Surface Treatment: Woodwork shall not be painted, oiled or otherwise treated before the Engineer has approved it. All portions of timber abutting against masonry or concrete or embedded in ground shall be painted with approved wood primer or with boiling coal tar.

Gluing of Joints: The contact surfaces of mortise and tenon shall be treated before putting together with bulk type synthetic resin adhesive of a make approved by the Engineer.

Fixing in Position: Before the frames are fixed in position these shall be inspected and approved by the Engineer. The frames shall be placed in proper position, and secured to walls or columns as the case may be, with metallic fastener, iron holdfasts or as directed by the Engineer.

In case of doorframes without sills, the vertical members shall be embedded in the flooring to its full depth. When sills are provided, these sills shall be embedded sunk in the floor to its full depth. The door frames without sills, while being placed in position, shall be suitably strutted and wedged in order to prevent warping during construction. The frame shall also be protected from damage during construction.

Measurement: Wood work wrought and framed shall be measured for finished dimensions. No allowance shall be paid for wastage and for dimensions supplied beyond those specified. Length of each piece shall be measured overall nearest to 10mm so as to include projections for tenons, scarves or mitres width and thickness shall be measured to the nearest mm. Cubical contents shall be worked out in cubic metre nearest to 0.01 cubic metre. Increase of mouldings, rounding, rebates, circular and varying sections, the sectional area of the piece shall be taken as the area of the least square or rectangle from which such a section can be cut.

Rate: The rate includes the cost of materials and labour involved in all the operations described above. Extra rate shall be allowed for hold fasts, metallic fasteners etc. unless otherwise specified.



40. Providing & fixing Eaves board (225x25mm) of Class 'B' (conifer) with moulding fitted and fixed with necessary screws

The eaves board shall be fixed to the rafters with 65 mm long iron screws.

The timber shall be planed smooth and accurate to the full dimensions, rebates, rounding, and mouldings as shown in the drawings made before assembly. Patching or plugging of any kind shall not be permitted except as provided. Woodwork shall not be painted, or otherwise treated before the Engineer has approved it.

Tolerance: The finished work with a tolerance of + 1 mm in thickness and +2 mm in width shall be accepted

Measurement: The eaves board shall be measured in length correct 5 mm.

Rate: The rate shall include all materials and labour involved in the work.

41. Providing & fixing Cement Bonded Particle board (pre-laminated both sides for wall/ceiling) lining with necessary nails/screws etc. complete, excluding the cost of frame

42. Providing & fixing 10mm thick Pre-laminated Particle Board Lining with necessary nails etc. complete (excluding cost of frame)

Specified Timber shall be used and it shall be sawn in the direction of the grains. Sawing shall be truly straight and square. The timber shall be planed smooth and accurate to the full dimension rebates rounding and mouldings as shown in the drawings made before assembly. Patching of any kind shall not be permitted.

Grounds, consisting of battens and plugs, shall be used if specified. Battens of 50 x 25 mm or as specified shall be fixed over wooden plugs spaced at 45 to 60 cm depending upon the nature of work, with 50 mm long wooden screws.

The planks for wall lining shall be tongued and grooved unless otherwise specified. The lining shall be painted with priming coat on the unexposed surfaces and fixed to true line and level with screws, which shall be sunk with the woodwork, and their tops covered with putty. The work shall be true and accurate to the dimensions shown in the working drawing.

Measurements: The length and breadth shall be measured correct to 10 mm, and area worked out in square metre nearest to two places of decimal. Grounds shall be measured on cubical contents of battens and paid for separately. Plugs are deemed to be included in the rate.

Rate: It shall include the materials and labour involved in all operation described above.



43. Providing & fixing 35mm thick class 'B' conifer Panelled or glazed doors and windows Shutters etc. complete including hinges

The frames shall be wrought, framed and fixed in position as per detailed drawing and as directed by the Engineer. Specified timber shall be used, and it shall be sawn in the direction of the grains. Sawing shall be truly straight and square. The timber shall be planed smooth and accurate to the full dimensions, rebates, rounding, and mouldings as shown in the drawings made before assembly. Patching or plugging of any kind shall not be permitted except as provided.

Panelling: Timber panels shall be preferably made of timber of larger width, the minimum thickness of panel being 16 mm. When made from more than one piece, the pieces shall be joined with a continuous tongued and grooved joint glued together and reinforced with metal dowels. The grains of timber shall run along the longer dimensions of these panels. No single panel shall exceed 0.5 sq.m in area. The panels shall be framed into grooves to the full depth of the groove leaving an air space of 1.5 mm and the faces shall be closely fitted to the sides of the grooves.

Joinery work: All pieces shall be accurately cut and planed smooth to the full dimensions without any patching or plugging of any kind. The thickness of styles and rails shall be as specified for the shutters.

All members of the door shutters shall be straight without any warp or bow and shall have smooth, well-planed faces at right angles to each other. The corners and edges of panels shall be finished as shown in drawings, and these shall be feathers tongued into styles and rails. Sash bars shall have mitred joints with the styles. Styles and rails shall be properly and accurately mortised and tenoned. Rails, which are more than 180 mm in width, shall have two tenons. Styles and end rails of shutters shall be made out of one piece only. The tenons shall pass through styles for at least 3/4th of the width of the style. When assembling a leaf, styles shall be left projecting as a horn till the joinery work is approved by the Engineer. The styles and rails shall have 12 mm grooves in panelled portion for the panel to fit in.

The depth of rebate for housing the shutters shall in all cases be 1.25 cm and the rebate in shutters for closing in double shutter doors or windows shall not be less than 2.0 cm. The joinery work shall be assembled and passed by the Engineer, and then the joints shall be pressed, and secured by bamboo pins of about 6 mm diameter. The horns of styles shall be sawn off.

Tolerance: The finished work with a tolerance of + 1 mm in thickness and +2 mm in width of styles and rails shall be accepted.

Gluing of joints: The contact surfaces of tenon and mortise joints shall be treated before putting together with bulk type synthetic resin adhesive of a make approved by the Engineer. Shutters shall not be painted, oiled or otherwise treated, before these are fixed in position and passed by the Engineer. Mountings and glazing bars shall be stub- tenoned to the maximum depth, which the member would permit or to a depth of 25 mm whichever is less. Thickness of each tenon shall be approximately one third the finished thickness of the members and the width of each tenon shall not exceed five times its thickness.



Beading: Timber, plywood, hard board and particle board panels shall be fixed only with grooves but additional beading may be provided either on one side or on both sides. In so far as glass and asbestos panels are concerned, beading shall always be provided without grooves. Where beading is provided without grooves, the beading shall be only on one side, the other side being supported by rebate from the styles. For external doors and windows beading shall be fixed on the outside.

Glazing: The glass shall conform to the specifications given under materials. The glass panes shall be so cut that they fit slightly loose in the frame. A thin layer of putty (prepared by mixing one part of white lead with three parts of finely powdered chalk and then adding boiled linseed oil to the mixture to form a stiff paste) shall be drawn along the inner edge of the rebate for bedding the back of the glass pane. The glass pane shall then be put in position pressed home against the thin layer of putty and secured in rebate by new brads (small nails). The brads shall not be spaced at more than 7.5 cm from each corner and not more than 15 cm apart. The putty shall then be applied in the rebate uniformly sloping from the inner edge of the rebate, taking care to keep the putty a little within the inner edge of the rebate and surplus putty removed so that none of it may show through the glass from the inside. The putty so filled shall be levelled smooth and finished in a straight line. When dried the putty shall be covered with a coat of paint of approved quality and shade to match finish of joining work.

The glass panes shall be cleaned with spirit. Where moulded fillets are used for fixing of glass, the fillets shall be of wood as specified in the item of work. They shall be cut and planed smooth to the required shape and dimensions. The fillets shall either be fixed flush or projected uniformly as specified. The fixing is done with brads as before. The glass is cleaned after the fillets are finished to match the joining work.

Fittings: Details of fittings to be provided shall be as per the schedule of fittings supplied by the Engineer in each case. The cost of providing and fixing shutters shall include the cost of hinges and necessary screws for fixing the same. All other fittings shall be enumerated and paid for separately. Screws used for fittings shall be of the same metal and finish as the fittings. Fittings shall be fixed in proper positions as shown in the drawings or as directed by the Engineer. These shall be truly vertical or horizontal as the case may be screws shall be driven home with screwdriver and not hammered in. Recess shall be cut to the exact size and depth for countersinking of hinges. Where fittings are stipulated to be supplied by the department free of cost, screws for fixing the fittings shall be provided by the contractor and nothing extra will be paid for the same. Wooden cleats and blocks shall be fixed to doors and windows as directed by the Engineer. The size and shape of cleats and blocks shall be as approved by the Engineer.

Measurements: Length and width of the shutters shall be measured to the nearest 10 mm. in closed positions covering the rebates of the frame but excluding the gap between the shutter and the frame. Overlap of two shutters shall not be measured. All work shall be measured net as fixed. No extra payment shall be made for shape, joints etc. except for circular or segmental portions, which shall be measured separately. The area shall be calculated in square metres nearest to two places of decimal.

Rate: It includes the cost of materials and labour involved in all the operations described above.



- 44. Providing & fixing 150mm brass tower bolt (barrel type) with necessary screws etc. complete
- 45. Providing & fixing 250mm long brass sliding door bolt with nuts necessary screws etc. complete
- 46. Providing & fixing 100mm brass handle with necessary screws etc. complete
- 47. Providing, fixing and installation of 2-track, UPVC sliding windows including wire mesh, 88mm wide, 5mm clear glass with hardware fittings - EPDM gaskets, U- groove roller, Aluminium track, Fastner nut, interlock, touch lock and wool pile, complete - Textured window

Installation

- I. There shall be a maximum gap of 3 to 5mm in between uPVC door / window frame and finished opening and the plastic packers shall be provided to maintain the level.
- II. To maintain the exact dimension of door or window, the opening shall be checked for dimension and orthogonally using a prefabricated template. Any defect shall be made good by the agency at his own cost before fixing of door or window.
- III. The uPVC frames are to be fixed in prepared opening in the walls. Window / door frame shall be fixed into the aperture by drilling through the outer frame to the existing structure and shall use 100x8mm fasteners of approved make.
- IV. The gap between uPVC window / door and adjacent RCC/Brick/Stone cladding work shall be filled with weatherproof Silicon sealant of approved make to maximum 5mm depth and 5mm in width to allow expansion/contraction of uPVC profiles. Silicon sealant of matching colour of uPVC profile shall be applied over backer rod.

Precautions taken before installation of uPVC Window & Door

- i. Jambs, sills and soffits of the opening shall be finished with plaster / stone / tiles according to agreement where uPVC window / door to be fixed.
- ii. Aperture shall be smooth in line and level as well as in plumb.
- iii. Flooring (where casement door is to be installed should be complete before installation of door).
- iv. The grill where to be installed in sliding / casement window should be provided after the installation of window.
 - a) For sliding window – The grill shall be provided on the outer face of window.
 - b) For casement window – The grill shall be provided on the inner face of window.



- v. Installation of uPVC door and window should be done before the last coat of the paint on the wall where window jambs, sills and soffits to be finished by paint. Atleast one coat of paint should be done before installation begins.
- vi. The colour of the profile shall be same and uniform on any surfaces or part of the surfaces which may be visible after installation of the window/door fabricated from the profile, when viewed by the normal vision.
- vii. The uPVC profiles manufacturer shall provide warranty of 10 years for colour fastness and any manufacturing defects in respect of uPVC profiles as well as water and air tightness in case of casement uPVC door/window unit.
- viii. uPVC door/windows hardware and fittings manufacturer shall provide warranty of 10 years for any manufacturing defects.

Measurements: The length and breadth shall be measured correct to 10 mm. The area shall be calculated as sq. m correct to two places of decimal.

Rate: The rate includes the cost of materials and labour involved in all the operations described above.

- 48. Providing, making & fixing woodwork dressed in traditional cornices complete as per standard design in Class 'B' (conifer), including applying wood preservative on unexposed surfaces, excluding decorative painting (Measurement to be taken along the cornice and wall junction line) - Lintel Level
- 49. Providing, making & fixing woodwork dressed in traditional cornices complete as per standard design in Class 'B' (conifer), including applying wood preservative on unexposed surfaces, excluding decorative painting (Measurement to be taken along the cornice and wall junction line) - at all other floor levels (excluding phana)
- 50. Providing, making & fixing woodwork dressed in traditional cornices complete as per standard design in Class 'B' (conifer), including applying wood preservative on unexposed surfaces, excluding decorative painting (Measurement to be taken along the cornice and wall junction line) – phana

The cornice at each floor level shall conform in all respects to the approved design and made as per the direction of the Engineer. Care must be taken to see that the dimensions, rounding and mouldings are uniform all along the length of the cornice, which must be to true line and level. Preservative shall be applied to the unexposed surfaces.



Measurement: Measurements shall be taken of the cornice at each floor level along the line of junction of the cornice and wall in running length correct to 10mm. The phana shall be measured separately, likewise correct to 10 mm.

Rate: The rate shall include all work described in the item including materials and labour.

51. Providing & fixing Panelled with Pre-fabricated profiles from both sides including the frame and prime coat on concealed face- 100mm, 12mm Class 'A' (conifer)

Specified timber shall be used, and it shall be sawn in the direction of the grains. Sawing shall be truly straight and square. The timber shall be planed smooth and accurate to the full dimensions, rebates, rounding, and mouldings as shown in the drawings made before assembly. Patching or plugging of any kind shall not be permitted except as provided. All members shall be straight without any warp or bow and shall have smooth, well-planed faces at right angles to each other. All plywood shall be as specified and shall be free from defects.

The size of frame and panels shall be as specified in the items and spacing of framing shall be as shown in the drawing. However, frame spacing in both horizontal and vertical direction shall not exceed 1.2m in each direction.

Joints: Joints shall be mortise and tenon type, simple, neat and strong. Mortise and tenon joints shall fit in fully and accurately without wedging or filling. The joints shall be glued, framed, put together and pinned with hard wood or bamboo pins not less than 10mm dia. after the frames are put together pressed in position by means of a press.

Surface Treatment: Woodwork shall not be painted, oiled or otherwise treated before the Engineer has approved it. All portions of timber abutting against masonry or concrete or embedded in ground shall be painted with approved wood primer or with boiling coal tar.

Gluing of Joints: The contact surfaces of mortise and tenon shall be treated before putting together with bulk type synthetic resin adhesive of a make approved by the Engineer.

Fixing in position: Before the frames are fixed in position these shall be inspected and approved by the Engineer. The frames shall be placed in proper position, and secured to walls or columns as the case may be, with metallic fastener, iron hold fasts or as directed by the Engineer.

Measurements: Length and width shall be measured nearest to 10mm of the partition. All work shall be measured net as fixed. No extra payment shall be made for shape, joints etc. except for circular or segmental portions, which shall be measured separately. The area shall be calculated in square metres nearest to two places of decimal.

Rate: It includes the cost of materials and labour involved in all the operations described above including frame.

FLOORING WORKS



52. Providing and fixing 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 flush-pointing in white cement

Preparation of surfaces: The joints shall be raked out to a depth of at least 15 mm in masonry walls, while the masonry is being laid. In case of concrete walls, the surface shall be hacked and roughened with wire brushes. The surface shall be cleaned, thoroughly washed with water and kept wet before skirting is commenced.

Laying: 12 mm thick plaster of cement mortar 1:3 (1 cement: 3 coarse sand) shall be applied and allowed to harden. The plaster shall be roughened with wire brushes or by scratching diagonally at close intervals. The tiles should be soaked in water, washed clean, and a coat of cement slurry applied liberally at the back of tiles and set in the bedding mortar. The tiles shall be tamped and correct to proper plane and lines. The tiles shall be set in the required pattern and butt jointed. The joints shall be as fine as possible. Top of skirting or dado shall be truly horizontal and joints truly vertical except where otherwise indicated. Skirting and dado shall rest on the top of the flooring. Where full size tiles cannot be fixed these shall be cut (sawn) to the required size and their edges rubbed smooth.

Curing and Finishing: The joints shall be cleaned off the grey cement grout with wire brush or trowel to a depth of 2 mm to 3 mm and all dust and loose mortar removed. Joints shall then be flush pointed with white cement with pigments added if required to match the colour of tiles. The floor shall then be kept wet for 7 days. After curing, the surface shall be washed and finished clean. The finished work shall not sound hollow when tapped with a wooden mallet.

Measurement: Length shall be measured correct to 10 mm. Height shall be measured correct to 10 mm in the case of dado and 5 mm in the case of riser and skirting. The area shall be calculated in square metre, correct to two places of decimal. Length and height shall be measured along the finished face of the skirting or dado including curves where specials such as coves, internal and external angles and beads are used. Where cornices are used the area of dado shall be measured excluding the cornices.

Rate: The rate shall include the cost of the materials and labour involved in all the operations described above. The specials such as coves, internal and external angles and boards shall be measured and paid for separately in running metres. The rate shall not include cost of cornices which shall be measured and paid for separately. Raking of joints in masonry and hacking of RCC are not included in the rate.

53. Providing and laying 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 flush pointing in white cement

Preparation of surface and laying: Sub-grade concrete or the R.C.C. slab on which the tiles are to be laid shall be cleaned, wetted and mopped. The bedding for the tile shall be with cement mortar



1:4 (1 cement: 4 coarse sand). The average thickness of bedding shall be 20mm under any portion of the tiles.

Mortar shall be spread, tamped and corrected to proper levels and allowed to harden sufficiently to offer a fairly rigid cushion for the tiles to be set and to enable the mason to place wooden plank across and squat on it. Over this mortar bedding neat grey cement slurry of honey like consistency shall be spread at the rate of 3.3 kg of cement per square metre. Tiles shall be soaked in water, washed clean and shall be fixed in this grout one after another, each tile gently being tapped with a wooden mallet till it is properly bedded and in level with the adjoining tiles. The joints shall be kept as thin as possible and in straight lines or to suit the required pattern.

The surface of the flooring during laying shall be frequently checked with a straight edge about 2 m long, so as to obtain a true surface with the required slope. Where full size tiles cannot be fixed these shall be cut (sawn) to the required size, and their edge rubbed smooth to ensure straight and true joints. Tiles, which are fixed in the floor adjoining the wall, shall enter not less than 10 mm under the plaster, skirting or dado. After tiles have been laid surplus cement grout shall be cleaned off.

Pointing and finishing: The joints shall be cleaned off the grey cement grout with wire brush or trowel to a depth of 2 mm to 3 mm and all dust and loose mortar removed. Joints shall then be flush pointed with white cement with pigment added if required to match the colour of tiles. The floor shall then be kept wet for 7 days. After curing, the surface shall be washed and finished clean. The finished floor shall not sound hollow when tapped with a wooden mallet.

Measurement: Length and breadth shall be measured correct to 10 mm between the exposed surfaces of skirting or dado, where the junction of floor with skirting or dado is square and its area as laid shall be calculated in square metre, correct to two places of decimal. Where coves are used at the junctions, the length and breadth shall be measured between the lower edges of the coves.

Rate: The rate for flooring shall include the cost of the materials and labour involved in all the operations described above. No extra shall be paid for the use of cut (sawn) tiles in the work. No deduction shall be made or extra paid for any opening in the floor of area up to 0.1 square metres. Nothing extra shall be paid for laying the floor at different levels in the same room.

54. Providing & fixing Class 'B' (conifer) Flooring including fixing with iron screws etc. complete, excluding the cost of frame - 25mm thick, half-lapped

55. Providing & fixing Class 'B' (conifer) Flooring including fixing with iron screws etc. complete, excluding the cost of frame - 45mm thick, half-lapped

Supporting Joists: Main beams and joists of the class of wood and sections specified in the description of the item for beams and joists, or as instructed by the Engineer shall be fixed to position to dead levels. The width of the joists shall not be less than 50 mm. The arrangement and spacing of beams, joists, etc. shall be as per design furnished. The beams, joists etc shall be painted or treated with wood preservative as directed by the Engineer.



Boards: It shall be of the class of timber and thickness specified in the description of the item. Only selected boards of uniform width shall be used. Unless otherwise specified or shown in the drawings, the width of boards selected shall not be less than 100 mm nor more than 150 mm. The same width of boards shall be maintained throughout except where the width of the room is not an exact multiple of the width of boards. In the latter case the difference shall be equally adjusted between the two end boards (adjacent to walls). The length of the boards shall not exceed three metres anywhere. Ordinarily the minimum length of boards shall be such that the boards shall rest at least on three supports, except where otherwise required by the pattern specified in the drawings or as directed by the Engineer.

In case of timber plank: The boards shall be planed true on the top face only unless otherwise specified in the description of the item. Where the bottom face is exposed and it is also required to be planed, then such planing shall be paid for extra. The longitudinal joints of planks shall be tongued and grooved to a minimum depth of 12 mm or half lapped for 12 mm width while the heading joints shall be of the square butt type and shall occur over the centre line of the supporting joints. Heading joints in adjacent boards shall not be placed over the same joists.

Iron Screws: Iron screws shall be of the slotted counter-sunk head type, of length not less than the thickness of planks plus 25 mm subject to a minimum of 40 mm, and of designation No. 9 conforming to IS: 451.

Fixing: The joist on which the planks shall be fixed, shall be checked and corrected to levels. The end boards shall be accurately fixed with the sides parallel and close to the walls. Each adjoining board shall be carefully jointed and shall be tightened in position and fixed with screws. For fixing the boards to the joists, two screws shall be used at each end of the boards and one screw at each of the intermediate joists in a zigzag manner. The screws shall be counter-sunk and screw holes filled with approved stopping. The junction between timber flooring and adjacent flooring shall be formed by inserting a metal strip (brass or aluminium) at the junction. The metal strip shall be fixed to the end of the planks by screws. The strip shall be paid for extra.

The flooring shall be truly level and plane. The joints shall be truly parallel and or perpendicular to the walls, unless otherwise specified. The floor shall be planed in both directions and made perfectly even, true and smooth.

Note: No woodwork of any kind shall be placed within 60 cm of any fireplace or flue. Provision shall be made for ventilating the space below the floor in case of ground floor and between floor and ceiling in the case of upper floors. Such arrangements shall be paid for separately.

Finishing: The surface of the floor shall be bees waxed or finished otherwise as directed by the Engineer. The lower face shall be painted or treated with wood preservative as directed. The finishing shall be paid for separately.

Measurement: Length and breadth of superficial area of the finished work shall be measured correct to 10 mm. The area shall be calculated in square metre correct to two places of decimal. No deduction shall be made or any extras paid for any opening in the floor upto 0.1 square metres in area.



Rate: The rate shall include the cost of the labour and materials involved in all the operations described above, with the exceptions noted in the relevant sub-paras. The beams and joists and the painting shall be paid for separately unless specifically included in the description of the item

PLUMBING WORKS

56. **Providing and fixing 20 mm nominal outer dia Pipes 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**

For internal work, the pipes and fittings shall run on the surface of the walls or ceiling (not in chase) unless otherwise specified. The fixing shall be done by means of standard pattern holder bat clamps, keeping the pipes about 1.5 cm clear of the wall. When it is found necessary to conceal the pipes, chasing may be adopted or pipes fixed in the ducts or recess etc., provided there is sufficient space to work on the pipes with the usual tools. The pipes shall not ordinarily be buried in walls or solid floors. Where unavoidable, pipes may be buried for short distances provided adequate protection is given against damage and where so required joints are not buried. Where directed by the Engineer, a M.S. tube sleeve shall be fixed at a place where the pipe is passing through a wall or floor for reception of the pipe and to allow freedom for expansion and contraction and other movements. In case the pipe is embedded in walls or floors it should be painted with anticorrosive bitumastic paint of approved quality. The pipe shall not come in contact with lime mortar or lime concrete as the pipe is affected by lime. Under the floors the pipes shall be laid in layer of sand filling as done under concrete floors.

Cutting and Threading: Where the pipes have to be cut or rethreaded, the ends shall be carefully filed out so that no obstruction to bore is offered. The end of the pipes shall then be carefully threaded with pipe dies and taps in such a manner as not to result in slackness of joints when the two pieces are screwed together. The taps and dies shall be used only for straightening screw threads which have become bent or damaged and shall not be used for turning of the threads so as to make them slack as the later procedure may not result in a water tight joint. The screw threads of pipes and fittings shall be protected from damage until they are fitted.

Jointing: The pipes shall be cleaned and cleared of all foreign matter before being laid. In jointing the pipes, the inside of the socket and the screwed end of pipes shall be oiled and rubbed with a white lead and a few turns of spun yarn wrapped round the screwed end of the pipe. The end shall then be screwed in the socket, tee etc, with pipe wrench. Care shall be taken that all pipes and fittings are kept at all times free from dust and dirt during fixing. Burr from joint shall be removed after screwing. After laying, the open ends of the pipes shall be temporarily plugged to prevent access of water, soil or any other foreign matter.

All pipes and fittings shall be fixed truly vertical and horizontal unless unavoidable. The pipes shall be fixed to walls with standard pattern holder bat clamps of required shape and size as to fit tightly on the pipes when tightened with screw bolts. The clamps shall be embedded in brickwork in



cement mortar 1:3 (1 cement: 3 coarse sand), and shall be spaced at regular intervals in straight lengths as shown in table 5.16.1

The clamps shall be fixed at shorter lengths near the fittings as directed by the Engineer. The pipes shall be tested as follows.

Testing the joints: After laying and jointing the pipes and fittings shall be inspected under working conditions of pressure and flow. Any joint found leaking shall be redone and all leaking pipes removed and replaced without extra cost.

Table 5.16.1 INTERVALS IN STRAIGHT LENGTH

Diameter of pipe (mm)	Horizontal length (m)	Vertical length (m)
15	2.0	2.5
20	2.5	3.0
25	2.5	3.0
32	2.5	3.0
40	3.0	3.5
50	3.0	3.5

The pipes and fittings after they are laid shall be tested to hydraulic pressure of 6 kg/cm² (60 metres of head of water). The pipes shall be slowly and carefully charged with water allowing all air to escape and avoiding all shock and water hammer. The draw off taps and stopcocks shall then be closed and hydraulic pressure shall be applied gradually. Pressure gauge must be accurate and preferably should have been recalibrated before the test. The test pump having been stopped the test pressure should be maintained without loss for at least half an hour. The pipes and fittings shall be tested in section as the work of laying proceeds, keeping the joints exposed for inspection during the testing.

Measurements: The lengths shall be measured in running metre correct to 10 mm for the finished work, which shall include G.I. pipe and G.I. fittings such as bends, tees, elbows, reducers, crosses, plugs, sockets, nipples and nuts, but exclude brass or gun metal taps (cocks), valves, lead connection pipes and shower rose. All pipes and fittings shall be classified according to their diameters, method of jointing and fixing substance, quality and finish. In case of fittings of an equal bore the pipe shall be described as including all cuttings and waste. In case of fittings of unequal bore, the largest bore shall be measured. Pipes laid in trenches (or without supports) shall be measured separately.

Rate: The rate shall include the cost of labour and material involved in all the operations described above. The rate shall include the cost of cutting holes in walls and floors and making good the same. It shall not include painting of pipes and providing sleeves.

57. Providing & fixing 2000 Litres capacity plastic tank including all accessories complete

Fittings: Each tank shall be provided with 40 mm dia G.I scour pipe, which shall terminate into a socket and a plug, 25 mm G.I over flow pipe with fittings and brass mosquito proof coupling



conforming to the municipal design and approved by the Engineer and ball valve with copper or plastic float of specified size and pressure. The ball valve shall be securely fixed to the tank independent of the inlet pipe and set in such a position that body of the ball valve cannot become submerged when the tank is full up to waterline.

Hoisting: The hoisting of tanks into position as directed by the Engineer shall be carried so that no part of the tank or structure is damaged in the operation. The tank shall be installed in position truly level and secure to concrete members with necessary bolts and nuts.

Measurements: Water storage tanks shall be counted in numbers for complete job.

Rate: The rate shall include the cost of materials and labour involved in all the operations described above.

58. Providing & fixing 500mm white Indian-type vitreous china w.c squatting pan, including 100 mm H.C.I P or S trap, 10 lit low level vitreous china cistern & fittings, repair walls

Flushing Cistern: The cistern shall be fixed on C.I. cantilever brackets, which shall be firmly embedded in the wall in cement concrete (1:2:4) block 100 x 75 x 150 mm. The cistern shall be provided with 20mm nominal bore overflow pipe. The outlet or flush pipe from the cistern shall be connected to the pan by means of cement or putty joint. The flush pipe shall be fixed to wall by using holder bat clamps of required shape and size so as to fit tightly on the pipes when tightened with screwed bolts. The clamps shall be embedded in brickwork in cement mortar 1:3 (1 cement: 3 sand). The connection between the cistern and the closet shall be made by means of 40 mm flush bend with an inlet connection as specified.

Painting: The cistern, brackets, overflow and flush pipe etc. shall be painted with two or more coats of paint of approved shade and quality.

Squatting pan: The pan shall be sunk into the floor and embedded in a cushion of average 15 cm thick cement concrete 1:5:10 (1 cement: 5 fine sand: 10 graded brick ballast 40 mm nominal size). The concrete shall be left 115 mm below the top level of the pan so as to allow flooring and its bed concrete. The pan shall be provided with a 100 mm S.C.I. (H.C.I.), 'P' or 'S' type trap with an approximately 50mm seal and 50 mm dia. vent horn, where required by the Engineer. The joint between the pan and the trap shall be made leak proof with cement mortar 1:1 (1 cement: 1 sand). Cost of concrete shall be paid separately.

Measurements: Measurement shall be counted in numbers for complete job.

Rate: The rate shall include the cost of materials and labour involved in all the operations described above.

59. 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, repair walls

W.C. pan with white plastic seat and lid.



Seat and Cover: The seat shall be fixed to pan by means of two 8 mm diameter corrosion resistant hinge bolts with a minimum length of shank of 65 mm and threaded to within 25 mm of the head. Each bolt shall be provided with two suitably shaped washers of rubber or other similar materials for adjusting the level of the seat while fixing it to the closet. In addition, one non-ferrous or stainless steel 8mm washer shall be provided with each bolt. The maximum external diameter of the washer fixed on the underside of the pan shall not be greater than 25mm. One arm of the hinge in each bolt shall be fixed to the underside of seat by three Nos. 20mm long, 6 gauge wood screws. The other arm of the hinge shall be fixed to the underside of the cover, flush with the surface by means of three 10mm long 6 gauge wood screws.

Water closet: The closet shall be fixed to the floor by means of 75 mm long 6.5 mm diameter counter sunk bolts and nuts embedded in floor concrete. The low level cistern shall be fixed as per specifications given above for Indian type W.C.

Measurements: The squatting pan shall be measured in numbers.

Rates: The rate shall include the cost of the materials and labour involved in all the operations described above.

60. 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 a pair of 15mm c.p. brass pillar taps

The wash basin shall be provided with one or two taps as mentioned in the item. The front edge of the wash basin from the floor level shall be 80 cm.

Fixing: The basin shall be supported on a pair of R.S. or C.I. cantilever brackets embedded in concrete (1:2:4) block of 100 x 75 x 150 mm size. The brackets shall be fixed in position before dado work is done. The wall plaster on the rear shall be cut so that overhang of the top edge of the basin can rest on it. After fixing the basin, the plaster shall be made good and surface finished to match with existing one. The union shall be connected to 32 mm dia waste pipe which shall be suitably bent towards the wall and which shall discharge into an open drain leading to gully trap or direct into the gully trap on the ground floor; and shall be connected to waste pipe stack through a floor trap on upper floors. The C.P. brass trap and union shall not be provided when the waste pipe is discharged through a floor trap or a surface drain leading to a floor trap. Where so specified C.P. brass trap and union shall be paid for separately. Where so specified a G.I. puff 20 mm terminating with perforated brass cap screwed on it on the outside of the wall or connected to the anti-siphon stack, will be provided.

Measurement: Wash basin with specified fittings shall be measured in numbers



WASH BASINS

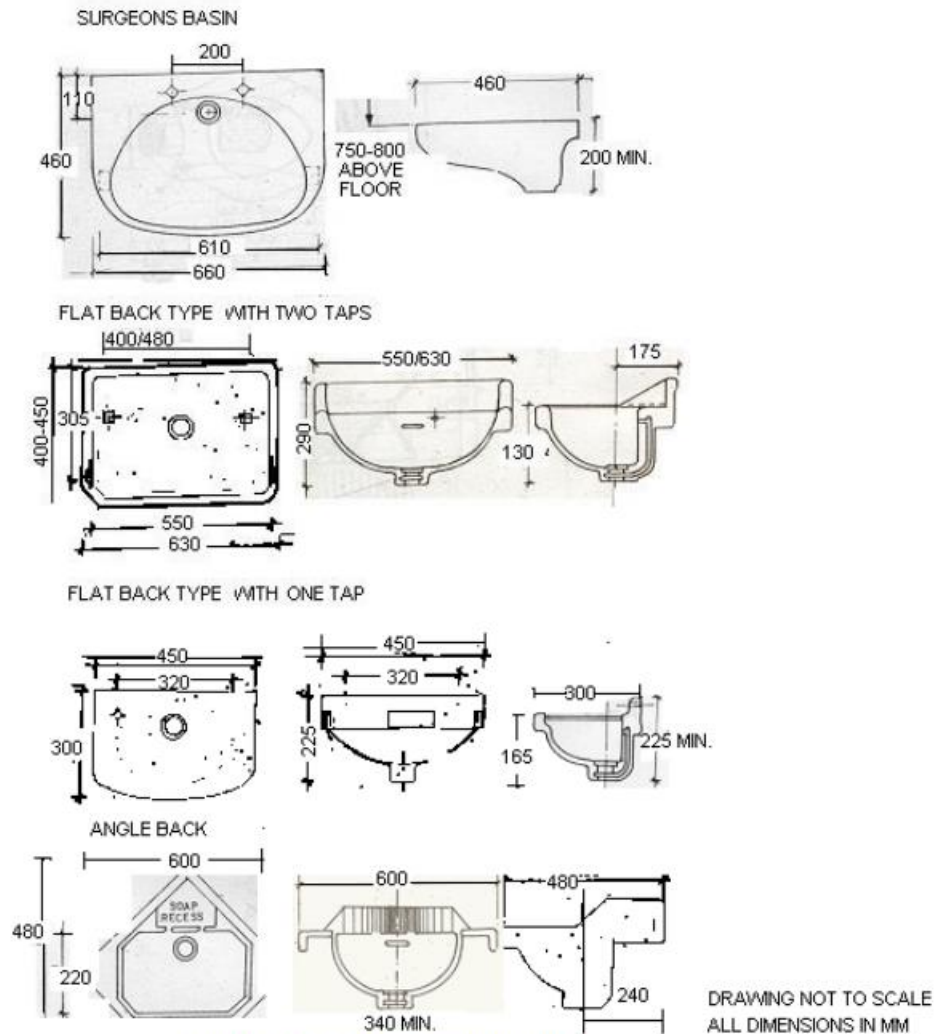


Figure 5.16.3 Types of wash basin

61. Providing & fixing Electric water heater including necessary fittings

The water heaters shall be fixed on C.I cantilever brackets, which shall be embedded in the wall in cement concrete 1:2:4. The other fitting as specified shall be provided as per the directives of the Engineer. The brackets shall be painted with synthetic red lead primer or as directed by the Engineer.

Measurement: The water heater shall be measured in numbers.

Rate: The rate shall include the cost of all materials and labour involved in all operation for the items.

62. Providing & fixing c.p. brass mixers, 15mm - For wall, telephonic type with crutch and tel. shower

Only Government approved brands of fittings shall be used. The fittings of the type specified in the item shall be fully examined and cleared of all the foreign matters before being fixed. The fitting shall be fitted in the pipelines in workmen like manner. The joints between fittings and pipe shall be leak proof when pressure tested. The defective fittings and joints shall be replaced or redone.

Measurement: The items shall be measured in numbers.

Rate: The rate shall include all labour and materials involved in the work.

63. Providing & fixing 600x450mm bevelled edge mirror (superior glass) incl.4mm A.C sheet base fixed to wooden cleats

The mirror shall be mounted on 4 mm thick plain asbestos sheet ground and shall be fixed in position by means of 4 C.P. brass screws and C.P. brass washers, over rubber washers and wooden plugs firmly embedded in walls. C.P. brass clamps with C.P. brass screws may be an alternative method of fixing, where so directed. Unless specified otherwise the longer side shall be fixed horizontally.

Measurement: Mirror shall be measured in numbers.

Rate: Rate shall include the cost of all the materials and labour involved in all the operations described above.

64. Providing & fixing c.p. towel rail 750 x 20mm with c.p brass brackets fixed to wooden cleats

The towel rail shall be of the type as specified. The thickness of the rail shall be of 1.25mm. Chromium plating shall be of grade B type. The brackets shall be fixed by means of C.P. brass screws to wooden plugs firmly embedded in the wall.

Measurement: The towel rails shall be measured in numbers

Rate: Rate shall include the cost of all the materials and labour involved in all the operations described above.

65. Providing & fixing toilet paper holder - C.P. brass

The toilet paper holder shall be of the type as specified and size and design as approved by the Engineer. It shall be fixed in position by means of screws and rawl plugs embedded in the wall. In case of C.P. brass toilet paper holder C.P. brass screws shall be used for fixing the holder to the rawl plugs.

Measurement: Holder shall be measured in numbers.



Rate: Rate shall include the cost of all the materials and labour involved in all the operations described above.

66. Providing & fixing Liquid soap container, c.p, including c.p brass lid & brackets, wooden cleats, c.p brass screws

It shall be fixed in position by means of screws and rawl plugs embedded in the wall.

Measurement: Holder shall be measured in numbers.

Rate: Rate shall include the cost of all the materials and labour involved in all the operations described above.

67. Providing & fixing 15mm, standard, c.p knob c.p. brass stop cock

68. Providing & fixing 15mm, inclined, c.p. knob c.p. brass bibcock

69. Providing & fixing c.p. brass mixers, 15mm

Only Government approved brands of fittings shall be used. The fittings of the type specified in the item shall be fully examined and cleared of all the foreign matters before being fixed. The fitting shall be fitted in the pipelines in workmen like manner. The joints between fittings and pipe shall be leak proof when pressure tested. The defective fittings and joints shall be replaced or redone.

Measurement: The items shall be measured in numbers.

Rate: The rate shall include all labour and materials involved in the work.

70. Providing & laying 32mm dia H.D.P.E Pipes, 6 PN, including H.D.P.E fittings (excluding trenching, refilling & thrust block)

71. Providing & fixing P.V.C soil waste and vent pipes, single or double socketed, including pipe clip complete including the cost of PVC fittings

72. Providing & fixing 110mm dia P.V.C plain bend

73. Providing & fixing P.V.C Nahani Trap

74. Providing & fixing Kitchen Sinks including all connections and fittings-Stainless steel, 450 x 400 x 150 mm, single bowl

The installation shall consist of assembling the sink, the brackets, trap, unions and waste pipe.



Fixing: The sink shall be supported on C.I. or R.S. brackets embedded in cement concrete 1:2:4 block of size 100 x 75 x 150 mm. Brackets shall be fixed in position before dado work is done. The C.P. brass (or P.V.C) union shall be connected to 40 mm nominal bore G.I. or P.V.C. waste pipe which shall be suitably bent towards the wall and shall discharge into a floor trap.

Measurement: The sinks shall be measured in numbers.

Rate: The rate shall include all the specials mentioned in the description of the item and the labour involved in the operation but will not include the cost of waste pipe which shall be payed separately

75. Providing & fixing P.V.C 110mm dia Double Tee plain

76. Constructing Septic Tanks, in 2nd class brick masonry in cement mortar 1:4, including fittings, C.I cover with frame, 40mm thick concrete flooring (40mm aggregates) cement plaster concrete base in C.C 1:4:8 etc. complete as per standard design - 25 users

Every septic tank shall be provided with CI ventilating pipe of at least 50 mm dia. and extended to a height of 2m. The top of the pipe shall be provided with a suitable cage of mosquito proof wire mesh. Septic tank shall be located away from the nearest building as per the regulations of the local implementing authority.

Septic tank shall have minimum width of 750mm, and minimum liquid capacity of one cm³ . Length of the tank shall be 2 to 4m. However, the actual sizes of the tank shall be as per the standard size based on the number of users. The minimum size for different number of users for cleaning interval of 2 years is as shown below:

Before the tank is commissioned for use, it shall be tested for water-tightness by filling it with water and allowing it to stand for 24 hours. It shall then be topped up, if necessary, and allow to stand for a further period of 24 hours, during which time the fall in the level of water shall not be more than 15mm.

Table 5.17.4 SIZES OF SEPTIC TANK FOR VARIOUS NUMBER OF USERS

No. of users	Length (m)	Width (m)	Height (m)
15	2.00	0.90	2.00
25	2.60	1.30	1.80
50	4.00	1.40	2.00
75	5.00	1.50	2.00
100	5.70	2.10	1.70

Measurement: The measurement shall be made in numbers.

Rate: The rate shall include all operation as described above for construction of septic tank including necessary pipe fitting in position.

PAINTING WORKS



General

Painting shall not be started until the Engineer has inspected the items of work to be painted and satisfied himself about their proper quality and given his approval to commence the painting work. Painting, except the priming coat, shall generally be taken in hand after practically finishing all other builder's work. Painting of external surface should not be done in adverse weather condition like hail or dust storm etc. The rooms should be thoroughly swept out and the entire building cleaned up at least one day in advance of the painting work being started. The contractor shall bring approved paints, oils and varnishes to the site of work, in their original containers in sealed condition. The material shall be brought in at a time in adequate quantities to suffice for the whole work or at least a fortnight's work. The empties shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the Engineer.

Wherever scaffolding is necessary, it shall be erected on double supports tied together by horizontal pieces, over which scaffolding planks shall be fixed. No ballies, bamboos or planks shall rest on or touch the surface being washed. For all exposed brick work or tile work, double scaffolding having two sets of vertical supports shall be provided. The supports shall be sound and strong, tied together with horizontal piece over which scaffolding planks shall be fixed.

In case of special type of brickwork, scaffolding shall be got approved from Engineer in advance. Where ladders are used, pieces of old gunny bags shall be tied on their tops to avoid damages or scratches to walls. For white washing the ceiling, the proper stage scaffolding shall be erected.

Preparation of surface:

Wooden surface: The woodwork to be painted shall be dry and free from moisture. The surface shall be thoroughly cleaned. All unevenness shall be rubbed down smooth with sandpaper and shall be well dusted. Knots, if any shall be covered with preparation of red lead made by grinding red lead in water and mixing with strong glue sized and used hot. Appropriate filler material with same shade, as paint shall be used where specified. The surface treated for knotting shall be dry before painting is applied. After the priming coat is applied, the holes and indentation on the surface shall be stopped with a glazier's putty or wood putty. Stopping shall not be done before the priming coat is applied as the wood will absorb the oil in the stopping and the latter is therefore liable to crack.

Iron & Steel Surface: All rust and scales shall be removed by scraping or by brushing with steel wire brushes. Hard skin of oxide formed on the surface of wrought iron during rolling, which becomes loose by rusting shall be removed. All dust and dirt shall be thoroughly wiped away from the surface. If the surface is wet, it shall be dried before priming coat is undertaken.

Plastered surface: The surface shall ordinarily not be painted until it has dried completely. Trial patches of primer shall be laid at intervals and where drying is satisfactory, painting shall then be taken in hand. Before primer is applied, holes and undulations shall be filled up with plaster of paris and rubbed smooth.



Measurements

The length and breadth shall be measured correct to 10 mm. The area shall be calculated in sq.m correct to two places decimal, except when otherwise stated. Small articles not exceeding 0.1 sq.m of painted surfaces where not in conjunction with similar painted work shall be enumerated. Painting up to 15 cm in width or in girth and not in conjunction with similar painted work shall be given in running metres. Components of trusses, compound girders, stanchions, lattices and similar work shall, however be given in sq. metres irrespective of the size or girth of members. In measuring painting, varnishing oiling etc., of joinery, and steel work etc. the coefficients as in tables 5.19.1 shall be used to obtain the area payable.

The following coefficients shall be applied to the areas measured flat and not girth.

EXPLANATORY NOTE FOR THE TABLE

- 1) Measurements for doors windows etc., shall be taken flat (and not girth) overall including frames, where provided. Where frames are not provided, the shutter measurements shall be taken. 2.
- 2) Where doors, windows etc., are of composite types other than those included in Table -1 the different portion shall be measured separately with their appropriate coefficients, the centre line of the common rail being taken as the dividing line between the two portions.
- 3) The coefficients for doors and windows shall apply irrespective of the size of the frames and shutters members.
- 4) In case steel frames are used the area of doors, windows shutters shall be measured flat excluding frames.
- 5) When two faces of a door, window etc. are to be treated with different specified finishes, measurable under separate items, the edges of frames and shutters shall be treated with the one or the other type of finish as ordered by the Engineer, and measurement of this will be deemed to be included in the measurement of the face treated with that finish.
- 6) In the case where shutters are fixed on both faces of the frames, the measurement for the doorframe and shutter on one face shall be taken in the manner already described. While the additional shutter on the other face will be measured for the shutter area only excluding the frame.
- 7) Where shutters are provided with clearance at top or/ and bottom each exceeding 15 cm height, such openings shall be deducted from the over-all measurements and relevant coefficient shall be applied to obtain the area payable.



- 8) Collapsible gates shall be measured for width from outside to outside of gate in its expanded position and for height from bottom to top of channel verticals. No separate measurements shall be taken for the top and bottom guide rails rollers, fittings etc.
- 9) Co-efficient for sliding doors shall be the same as for normal types of doors in the table. Measurements shall be taken outside to outside of shutters, and no separate measurements shall be taken for painting guides, rollers, fittings etc.
- 10) Measurements of painting as above shall be deemed to include painting all iron fittings in the same or different shades for which no extra will be paid.
- 11) The measurements of guard bars expanded metal, hard drawn steel wire fabric of approved quality grill work and gratings, when fixed in frame work, painting of which is once measured elsewhere shall be taken exclusive of the frames. In other cases the measurements shall be taken inclusive of the frames.
- 12) For painting open palisade fencing and gates etc., the height shall be measured from the bottom of the lowest rail, if the palisades do not go below it, (or from the lower end of the palisades, if they project below the lowest rail), up to the top of rails or palisades whichever is higher, but not up to the top of standards when the latter are higher than the top rails or the palisades. Width of moulded work of all other kinds, as in band rails, cornices, architrave shall be measured by girth. For trusses, compound girders, stanchions, lattice girders, and similar work, actual areas will be measured in sq.m and no extra shall be paid for painting on bolts heads, nuts, washers etc. even when they are picked out in a different tint to the adjacent work

Painting of rain water, soil, waste, vent and water pipes etc. shall be measured in running metres of the particular diameter of the pipe concerned. Painting of specials such as bends, heads, branches, junctions, shoes etc. shall be included in the length and no separate measurements shall be taken for these or for painting brackets, clamps etc.

Measurements of wall surfaces and wood and other work not referred to already shall be recorded as actual. Flag staffs, steel chimneys, aerial masts, spires and other such objects requiring special scaffolding shall be measured separately.

Precautions: All furniture, fixtures, glazing, floor etc. shall be protected by covering and stairs, smears, splashing, in any shall be removed and any damage done shall be made good by the contractor at his cost.



Table 5.19.1 COEFFICIENTS FOR PAINTING MEASUREMENT

Sl. No	Description of work	How measured	Multiplying coefficients
I. Wood work – Doors, windows, etc.			
1	Panelled or framed and braced doors, windows, etc.	Measured flat (not girthed) including frame	1.3 (for each side)
2	Ledged and battened or ledged, battened and braced, doors, windows, etc.	Edges, blocks, cleat, etc. shall be deemed to be included in the item.	1.30 (for each side)
3	Flush doors etc.	-do-	1.20 (for each side)
4	Part panelled and part glazed or gauzed doors, windows, etc.	-do-	1.00 (for each side)
5	Fully glazed or gauzed doors, windows, etc.	-do-	0.80 (for each side)
6	Fully venetianed or louvered doors, windows, etc.	-do-	1.80 (for each side)
7	Trellis (or Jaffri) work one way or two way	Measured flat over all on one side, no deduction shall be made for open spaces, supporting members shall not be measured	2.00 (for painting all over)

		separately.	
8	Carved or enriched work	Measured flat	2.00 (for each side)
9	Weather boarding	Measured flat not girth, supporting frame work shall not be measured separately	1.20 (for each side)
10	Wood shingle roofing	Measured flat (not girthed)	1.10 (for each side)
11	Boarding with cover fillets and match boarding	Measured flat (not girthed)	1.05 (for each side)
12	Tile and slate battening	Measured flat over all, no deduction shall be made for open spaces	0.80 (for painting all over)
II STEEL: WORK-DOORS, WINDOWS, ETC.			
13	Plain sheeted steel doors or windows	Measured flat (not girthed) including frame edges etc.	1.10 (for painting all over)
14	Fully glazed or gauzed steel doors and windows	-do-	0.50 (for each side)
15	Partly panelled and partly glazed or gauzed doors and windows	-do-	0.80 (for each side)
16	Corrugated sheeted steel doors or windows	-do-	1.25 (for each side)
17	Collapsible gates	Measured flat	1.50 (for each



18	Rolling shutters of interlocked laths	Measured flat (size of opening) all over jamb, guides, bottom rails and locking arrangements etc. shall be included in the item (top cover shall be measured separately)	1.10 (For each side)
III	General		
19	Expanded metal, hard drawn steel wire fabric of approved quality grill works and gratings in guard bars, balustrades, railings, partitions and m.s bars in window frames	Measured flat over all, no deductions shall be made for open spaces, supporting members shall not be measured separately	1.0 for painting all over
20	Open palisade fencing and gates including standards, braces, rail stays, etc. in the timber or steel	-do- (see note No.12)	1.00 (for painting over)
21	Corrugated iron sheeting in roofs, side cladding, etc.	Measured flat (not girthed)	1.14 (for each side)
22	AC corrugated sheeting in roofs, side cladding, etc.	-do-	1.20 (for each side)
23	AC semi corrugated sheeting in roofs, side cladding et. Or Nainital pattern using plain sheets	-do-	1.10 (for each side)
24	Wire gauze shutters including painting of wire gauze	-do-	1.0 (for each side)

77. Providing & applying one coat of primers - Wood work - pink primer

Cement primer coat is used as a base coat on wall finish of cement, lime or lime cement plaster or on asbestos cement surfaces before oil emulsion distemper paints are applied on them. The cement primer is composed of a medium and pigment which are resistant to the alkalis present in the cement, lime or lime cement in wall finish and provides a barrier for the protection of subsequent coats of oil emulsion distemper paints. Primer coat shall be preferably applied by brushing and not by spraying. Hurried priming shall be avoided particularly on absorbent surfaces. New plaster patches in old work should also be treated with cement primer before applying oil emulsion paints etc.

Application: The cement primer shall be applied with a brush on the clean dry and smooth surface. Horizontal strokes shall be given first and vertical strokes shall be applied immediately afterwards. This entire operation will constitute one coat. The surface shall be finished as uniformly as possible leaving no brush marks. It shall be allowed to dry for at least 48 hours, before oil emulsion paint is applied. The specifications in respect of scaffolding protective measures, measurements and rate shall be as described above for surface preparation.



The primer for woodwork, ironwork shall be as specified in the description of the item. The primer shall be applied with brushes, worked well into the surface and spread even and smooth. Primers for plaster/wood/iron & steel/aluminium surfaces shall be as specified in the Table below:

The primer shall be ready mixed primer of approved brand and manufacture.

Measurement: The measurement shall be taken as described under the section 19.1.2 (under General part)

Rate: The rate shall include the cost of the materials and labour involved in all the operations described above.

78. Providing and applying finishing coats - Synthetic enamel, for steel & wood work, two coats on new work

Synthetic Enamel paint (conforming to IS:1932) of approved brand and manufacture and of the required colour shall be used for the top coat and an undercoat of shade to match the top and as recommended by the manufacturer shall be used.

Painting on New Surface:

Preparation of Surface for Wood work: The surface shall be cleaned and all unevenness removed. Knots if visible, shall be covered with a preparation of red lead. Hole and indentations on the surface shall be filled in with glazier's putty or wood putty and rubbed smooth before painting is done. The surface should be thoroughly dry before painting.

Preparation of Surface for Iron and steelwork: The priming coat shall have dried up completely before painting is started. Rust and scaling shall be carefully removed by scraping or by brushing with steel wire brushes. All dust and dirt shall be carefully and thoroughly wiped away.

Application: The number of coats including the undercoat shall be as stipulated in the item.

Under Coat: One coat of the specified paint of shade suited to the shade of the topcoat shall, be applied and allowed to dry overnight. It shall be rubbed next day with the finest grade of wet

Table 5.19.2 PRIMERS FOR PLASTER/WOOD/IRON & STEEL/ALUMINIUM SURFACES

Sl. No	Surfaces	Primer to be used
1	Wood works (hard and soft wood)	Pink confirming to (IS 3536)
2	Resinous wood and ply wood	Aluminium primer
3	Aluminium steel and galvanised steel work	Zinc chromate primer conforming to (IS:104)
4.	Cement, brick work, plaster surface, Asbestos surface for oil bound distemper and paint	Cement primer



abrasive paper to ensure a smooth and even surface, free from brush marks and all loose particles dusted off.

Topcoat: Topcoats of specified paint of the desired shade shall be applied after the undercoat is thoroughly dry. Additional finishing coats shall be applied if found necessary to ensure properly uniform glossy surface.

Other details shall be as specified after item 54 as far as they are applicable.

Painting on old surface:

Preparation of surface: Where the existing paint is firm and sound it shall be cleaned of grease, smoke etc. and rubbed with sand paper to remove all loose paint and loose particles dusted off. All patches and cracks shall then be treated with stopping and filler prepared with the specified paint. The surface shall again be rubbed and made smooth and uniform. If the old paint is blistered and flaked it will be necessary to completely remove the same. Such removal shall be paid for separately and the painting shall be treated as on new surface.

Painting: The number of coats as stipulated in the item shall be applied with the specified paint. Each coat shall be allowed to dry and rubbed down smooth with very fine wet abrasive paper, to get an even glossy surface. If, however, the surface is not satisfactory additional coats as required shall be applied to get correct finish.

Measurement: The measurement shall be taken as described under the section 19.1.2

Rate: The rate shall include the cost of the materials and labour involved in all the operations described above.

79. Providing and applying finishing coats - Dry distemper, two coats on new work, including white priming coat

Materials: Dry distemper of required colour and (IS:427) of approved brand and manufacture shall be used. The shade shall be got approved from the Engineer before application of the distemper. The dry distemper colour as required shall be stirred slowly in clean water using 0.6 litre of water per kg of distemper or as specified by the makers. Warm water shall preferably used. The mixture shall be allowed to stand for at least 30 minutes (or if practicable over night) before use. The mixture shall be well stirred before and during use to maintain an even consistency. Distemper shall not be mixed in larger quantity than is actually required for one day's work.

Priming coat: A priming coat of whiting shall be applied over the prepared surface in case of new work, if so stipulated in the description of the item. No white washing coat shall be used as a priming coat for distemper. The treated surface shall be allowed to dry before distemper coat is given.

Application: In the case of new work, the treatment shall consist of a priming coat of whiting followed by the application of two or more coats of distemper till the surface shows an even



colour. For old work, the surface prepared shall be applied one or more coats of distemper till the surface attain an even colour. The application of each coat shall be as follows:

The entire surface shall be coated with the mixture uniformly, with proper distemper brushes (ordinary white wash brushes shall not be allowed) in horizontal strokes followed immediately by vertical ones, which together shall constitute one coat. The subsequent coats shall be applied only after the previous coat has dried. The finished surface shall be even and uniform and shall show no brush marks. Enough distemper shall be mixed to finish one room at a time. The application of a coat in each room shall be finished in one operation and no work shall be started in any room, which cannot be completed the same day. After each day's work, the brushes shall be washed in hot water and hung down to dry. Old brushes, which are dirty or caked with distemper, shall not be used.

Measurement and rate shall be same as described above under General.

80. Finishing wall with Water-Proof Cement Paint- New work, three coats

Material: The cement paint shall be (equivalent to IS 5410) of approved brand and manufacture. Preparation of Surface: For new work, the surface shall be thoroughly cleaned of all mortar dropping, dirt, dust, algae, grease and other foreign matter by brushing and washing. The surface shall be thoroughly wetted with clean water before the cement paint is applied. In the case of old work, all loose pieces and scales shall be removed and the surface shall be cleaned of all dirt, dust, algae, oil etc. by brushing and washing. Pitting in plaster shall be made good and a coat of water proof cement paint shall be applied over patches after wetting them thoroughly.

Preparation of mix: Cement paint shall be mixed in such quantities as can be used up within an hour of its mixing as otherwise the mixture will set and thicken, affecting flow and finish. Cement paint shall be mixed with water in two stages. The first stage shall comprise of two parts of cement paint and one part of water stirred thoroughly and allowed standing for 5 minutes. Care shall be taken to add the cement paint gradually to the water and not vice versa. The second stage shall comprise of adding further one part of water to the mix and stirring thoroughly to obtain a liquid of workable and uniform consistency. In all cases the manufacturer's instructions shall be followed meticulously. The lids of cement paint drums shall be kept tightly closed when not in use, as by exposure to atmosphere the cement paint rapidly becomes air set due to its hygroscopic qualities.

Application: The solution shall be applied on the clean and wetted surface with brushes or spraying machine. The solution shall be kept well stirred during the period of application. It shall be applied on the surface, which is on the shady side of the building so that the direct heat of the sun on the surface is avoided. The method of application of cement paint shall be as per manufacturer's specification. The completed surface shall be watered after the day's work. The second coat shall be applied after the first coat has set for at least 24 hours. Before application of the second or subsequent coats, the surface of the previous coat shall not be wetted. For new work, the surface shall be treated with three or more coats of waterproof cement paint as found necessary to get a uniform shade. For old work, the treatment shall be with one or more coats as found necessary to get a uniform shade.



Precaution: Water cement paint shall not be applied on surfaces already treated with white wash, colour wash, distemper dry or oil bound, varnishes, paints etc. It shall not be applied on gypsum, wood and metal surfaces.

Measurement: The measurement shall be taken as described under the section 19.1.2

Rate: The rate shall include the cost of the materials and labour involved in all the operations described above.

81. Providing and applying finishing coats - Aluminium paint, two coats on new work

Aluminium paint shall be (conforming to IS: 2339) of approved brand and manufacture. The paint comes in compact dual containers with the paste and the medium separately. The two shall be mixed together to proper consistency before use.

Preparation of Surfaces:

Steel Work (New Surfaces): All rust and scales shall be removed by scraping or brushing with steel wire brushed and then smoothed with sandpaper. The surface shall be thoroughly cleaned of dust.

C.G.I. Sheets (New surface): The painting of new G.I. Sheets shall not usually be done till the sheets have weathered for about a year. When new sheets are to be painted before they have weathered, they shall be treated with a mordant solution prepared by mixing 38 gm of copper acetate in a litre of soft water or 13 gm of hydro chloric acid in a solution of 13 gm each of copper chloride, Copper nitrate and ammonium chloride dissolved in a litre of soft water. This quantity of solution is sufficient for about 235 sq.m of area and is applied for ensuring proper adhesion of paint. The painting with the mordant solution will be paid for separately. Before painting on new or weathered G.I. sheets, rust patches shall be completely cleaned with coarse emery paper and brush. All grease marks also shall be removed and the surface washed and dried and rusted surface shall be touched with ready mixed paint of red lead.

Steel work or CGI sheets (old surface): The specifications shall be as described above. Application: The number of coats to be applied shall be as given in the item. Each coat shall be allowed to dry for 24 hours and lightly rubbed down with fine grade sandpaper and dusted before the next coat is applied. The finished surface shall present an even and uniform appearance. As aluminium paste is likely to settle in the container, care shall be taken to frequently stir the paint during use. Also the paint shall be applied and laid off quickly, as surface is otherwise not easily finished.

Measurement and rate shall be same as described under General.

82. Providing, preparing and applying Sumdang painting (Not washable) – Ding

Traditional Painting shall not be started until the Engineer has inspected the items of work to be painted and satisfied himself about their proper quality and given his approval to commence the painting work. Painting, except the priming coat, shall be started after practically finishing all other



builder's work. Traditional Painting of external surface should not be done in adverse weather condition like hail or dust storm etc. The rooms should be thoroughly swept out and the entire building cleaned up at least one day in advance of the painting work being started. The contractor shall bring approved painting materials to the site of work, in their original containers in sealed condition. The material shall be brought in at a time in adequate quantities to suffice for the whole work or at least a fortnight's work. The empties shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the Engineer.

Wherever scaffolding is necessary, it shall be erected on double supports tied together by horizontal pieces, over which scaffolding planks shall be fixed. No ballies, bamboos or planks shall rest on or touch the surface being painted. For all exposed brick work or tile work, double scaffolding having two sets of vertical supports shall be provided. The supports shall be sound and strong, tied together with horizontal piece over which scaffolding planks shall be fixed. Where ladders are used, pieces of old gunny bags shall be tied on their tops to avoid damages or scratches to walls.

Classification: Traditional Bhutanese paintings are classified into four categories namely *Rab, Ding, Thamar* and *Yutshon*. Bill of quantities shall be based on these categories.

Note: The labeling given in the figures in the following pages are not meant to depict/imply the Traditional Bhutanese painting nomenclatures but they are for the structural members only.

Preparation of Traditional paint: Round mud paint (Sa-tshoen) as available in the market shall be put in a tin, filled with water and kept for about 25 to 30 minutes. Water shall then be poured out taking care that mud ball is not shaken / distributed. When the water is completely drained out, either animal glue or fevicol shall be mixed with the soaked mud ball as follows:

- a) **Mixing with animal glue:** Animal glue and water shall be mixed in the ration of 1:2 (1 animal glue: 2 water) and boiled until whole of the glue is melted and it becomes sticky. The prepared gum shall then be mixed with mud ball already soaked in water in the ratio 1:1 (1 gum: 1 soaked mud) and the paint is ready for painting.
- b) **Mixing with fevicol:** Fevicol shall be mixed with cold water and stirred well in the ratio 1:1 (1 water: 1 fevicol). The fevicol solution shall then be mixed with mud soaked in water in the proportion of 1:1 and stirred well. The paint is ready for painting.

Brush for painting: Selection of brush for painting shall be based on the painters' judgement. For design painting round brush is recommended.

Mud colour: Four primary mud paint colours are Red, Yellow, White and Black or grey. Supplementary colour, if required may be prepared by mixing the four primary colours as follows:

Pink - Red and white

Green - Black/blue and yellow



Sky-blue - Black and white

Aquamarine - Black, yellow and white

Brown - Black and red

All the above 10 colours shall be used for medium and ordinary painting. The ready-made packet powder colours shall not be used for traditional paintings unless otherwise allowed by the Engineer. For special painting, a special paint called Chomur or distemper shall be added to the prepared paint to raise the thickness of the design.

Washable paint: The following steps shall be followed to prepare the washable paint:

1. Dry mud ball paint shall be ground to fine powder;
2. Fine powder shall be Sieved by a thin cloth;
3. The sieved powder shall then be mixed with synthetic enamel paint in the proportion one litre of synthetic paint with one kilogram of mud powder and kept for about 30 minutes to get a thick paint;
4. A small quantity of turpentine oil shall be added to the thick solution and stirred; and
5. Packet colours shall not be added. Precautions: All furniture, fixtures, glazing, floor etc. shall be protected by covering and stains, smears, splashing, in any shall be removed and any damage done shall be made good by the contractor at his cost.

Preparation of surface:

- a) **Wooden surface:** The woodwork to be painted shall be dry and free from moisture. The surface shall be thoroughly cleaned. All unevenness shall be rubbed down smooth with sandpaper and shall be well dusted. Appropriate filler material shall be used where specified. The surface treated for knotting shall be dry before painting is applied. Apply two coats of yutshon painting as primer on the surface to be painted.
- b) **Iron & Steel Surface:** All rust and scales shall be removed by scraping or by brushing with steel wire brushes. Hard skin of oxide formed on the surface of wrought iron during rolling, which becomes loose by rusting shall be removed. All dust and dirt shall be thoroughly wiped away from the surface. If the surface is wet, it shall be dried before priming coat (yutshon) is undertaken.
- c) **Plastered surface:** The surface shall ordinarily not be painted until it has dried completely. Trial patches of primer (yutshon) shall be laid at intervals and where drying is satisfactory, painting shall then be taken in hand. Before primer is applied, holes and undulations shall be filled up with plaster of paris and rubbed smooth.



Drawing Chapa: Adjust the paper to the surface to be painted, draw the design on the paper, and prick the lines of the design by a pin. Place the paper back to the surface to be painted and rub the powder soaked cloth on the design paper. When the paper is withdrawn, powder marks are left on the surface, which is to be painted for specified painting. This process is continued for painting the required surface.

Painting on old surface: If the old paint is firm and sound, it shall be cleaned of grease, smoke etc. The surface shall then be rubbed down with sandpaper and dusted. Rusty patches, etc shall be cleaned up. If the old paint is blistered and flaked, it shall be completely removed. Chadam (Bangchang + animal glue together) shall be boiled and applied on the surface to be painted. Drawing Chapa shall be same as for the new work.

Physical checking: Physical checking shall be carried out on the quality of painting only after two days after paintings. The following steps shall be used as thumb rule to check the quality of the completed works:

1. Rub the surface already painted with palm and feel for smoothness.
2. When rubbed with palm, the colour should not be seen in the palm. If the colour comes when rubbed, the mixture is not proper and vice versa.

Applicability: Generally, the following types of painting shall be applicable against the type of structures specified unless otherwise directed and approved by the Engineer.

- i. Sumdang:
 - Rab painting shall be used in office, Dzong and other important places;
 - Ding painting shall be used in institutional buildings such as school, hospital, etc.
 - Thama painting shall be used in residential, staff quarter, and other similar buildings
- ii. Dingtshon:
 - All the three types of paintings (Rab, Ding, Thama) may be used for internal decoration of all types of buildings only and external decoration for Royal cottages

Measurements: The length and breadth shall be measured correct to 10 mm. The area shall be calculated in sq.m correct to two places of decimal. The co-efficient in Table 5.19.1 above shall be applied to the areas measured flat and not girth for all the items listed in the table wherever applicable. For railings either for staircase or balcony, the area shall be measured flat and equivalent area calculated for payment using 0.5 co-efficient for each side. Measurement of areas of for all types of cornices including at lintel level shall be measured flat. Length of the cornices being measured along with junction of wall and cornice (separate measurement for boh, kah, etc. shall not be allowed). For wall decoration design such as *Tashi-tagey symbols, Tashi-Zeegay, Za-Tshering*, and alike, the area shall be measured flat as square or rectangle and equivalent area calculated for payment using 0.8 as the co-efficient or actual painted area calculated using appropriate method of area measurement.



Rate: Rate shall include cost of all labour and materials involved in all the operations described above.

83. Providing & fixing 4mm thick plain glass panes with putty, nails including removal of broken glass panes

Removing Broken Glass Panes: Old putty shall be raked out with hack knife. The brads (small nails without head) and pieces of broken glass shall be removed from the rebates of the sash bars. The pieces of glass panes as found useful shall be handed over to the Engineer. No glass shall be inserted in frames until they have been primed and prepared for painting so that the wood may not draw oil out of the putty.

Fixing: The glass panes shall be so cut that it fits slightly loose in the frame. A thin layer of putty (prepared by mixing one part of white lead with three parts of finely powdered chalk and then adding the boiled linseed oil to the mixture to form into a stiff paste) shall be drawn along the inner edge of the rebate, for bedding the back of the glass pane. The glass pane shall then be put in position, pressed home against the thin layer of the putty, and secured in rebate by new brads. The brads shall not be spaced more than 7.5 cm from each corner and not more than 15 cm apart. The putty shall then be applied in the rebate uniformly, sloping from the inner edge of the rebate, in doing this care shall be taken, to keep the putty a little within the inner edge of the rebate and surplus putty removed so that none of it may show through the glass from the inside. The putty so filled in the rebates shall be levelled smooth and finished in a straight line. When dried the putty shall be covered with a coat of paint of approved quality and shade to match the existing, finishing of joinery work. The glass panes shall be cleaned with methylated spirit. All splashing or dropping of washing and paints shall be removed. All rubbish and unserviceable materials shall be disposed of to the dumping ground.



Figure 5.19.18 Types of Bhutanese traditional painting

Measurement: Length and breadth of glass panes shall be measured correct to 10mm. The area of the glass panes as fixed shall be calculated in square metre correct to two places of decimal.

Rate: The rate shall include the cost of labour and materials involved in all the operations described above.



PART B: ELECTRICAL WORKS

1. All materials shall be provided as per the specifications given in the BoQ and drawings. The make and sample shall be approved by the competent authority and if required the inspection has to be done for the necessary items prior to the delivery of materials at the source of supply.
2. The contractor shall employ qualified/certified electrician/supervisor to obtain good workmanship. No any work shall be executed without the presence of representative from the concerned Unit or Division of THP and incase of emergent cases approval has to be sought from Engineer In-charge prior to the commencement of the activities.
3. The measurements for the works shall be done as per the appropriate mechanism indicated and as per the units of the work specified in the BoQ.
4. After the completion of the works and before handing over to the client, it shall be ensured that the installation is tested and commissioned in the presence of representative of the client.
5. All the work shall be carried out in accordance to Indian Electricity Rules 1965 or with latest amendments and Safety code of Bhutan Electricity Authority- 2008.
6. During the Defect Liability Period, the Contractor shall be responsible for the service and maintenance for the complete installation. All work shall be carried out by competent person. All labour, transport, equipment, materials, tools and parts necessary to service the installation and /or rectify the defects due to manufacturing/installation faults shall be supplied/executed at the Contractor's cost. The service and maintenance to be performed and defects to be rectified and made good shall include but not limited to the following:
 - a) Replacing or making good all luminaries, lamps, ballast, capacitors, ignitors, control gears, switches, MCBs and all other electrical items required to complete the work in all respect.
 - b) Replacing all consumable items that do not meet the manufacture's guarantee or declared lifespan.
 - c) Replacing and making good all loose/damaged cable terminations, damaged cables/wires, mechanism support linkages, earth electrode chambers and cover, etc.
 - d) All the wiring materials shall be used of the Bhutan standard approved brand and the work shall be carried as per the Bhutan standard electrical wiring.
 - e) All the LED lamp/fittings/Busbar/Distribution Board/MCB/MCCB/RCCB shall be of Havell's make or equivalent.
 - f) All the accessories such as metal box for switch board/distribution board shall be of GI sheet having 2mm thickness. It should be of fresh stock and it should be of rusted quality. It should be inspected and certified for use at site.



- g) All the switch gears such as RCCB/ MCBs, switch & sockets shall be of Bhutan approved brand.
- h) Power supply cables shall be of Havells' make and equivalent.
- i.) Contractor shall carry out necessary IR (Insulation Resistance) test for all the electrical work in presence of Engineer in-charge or representative and make sure all the installations obtain at least minimum permissible range.
- j) All the required wiring within Bus bar, Distribution Board and cable termination should be carried with adequate size of multi strand Copper wire with proper Copper lugging in all respect.
- k) All other specifications not covered here shall be as per the legends provided in the electrical drawing and contractor shall make available on whatever additional works not covered in the specification but required to complete the job in all respect without additional cost to client.



SECTION VII –FORMS

SECTION VIIA - BIDDING FORMS

(Form No. 1 to Form No. 17)

Applicable Forms from this Bidding Forms section is to be submitted by the Bidder along with his Bid



Form 1: Bid Security (Bank Guarantee)

(On non-judicial stamp paper of the value relevant to the place of execution)

(To be kept in envelope I)

Bank Guarantee No.
Date.....

To

[DGPC's Name and Address]

Dear Sir/ Madam,

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

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

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

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

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

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



WITNESSES:

SIGNATURE OF AUTHORIZED SIGNATORY OF THE BANK

1.
.....
(Signature)
.....
(Name)
.....
(Official Address)

1.
.....
(Signature)
.....
(Name)
.....
(Designation)

Authorized vide

Power of Attorney No:.....

Date.....

2.
.....
(Signature)
.....
(Name)
.....
(Official Address)

2.
.....
(Signature)
.....
(Name)
.....
(Designation)

Authorized vide

Power of Attorney No:.....

Date.....

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

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

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



The Bank Guarantee shall be from a bank as per provisions of ITB

The Stamp paper of appropriate value shall be purchased in the name of the bank issuing the Guarantee.



Form 2: Certificate Regarding Acceptance of Important Conditions

(To be kept in Envelope II)

To

[DGPC's Name and Address]

Dear Sir/Madam,

With reference to our Bid dated.....for.....[insert name of the Works].....against NIT No....., we hereby conform that we have read the provisions of following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulations of these clauses are acceptable to us and we have not taken any deviation to any of these clauses anywhere in the Bid:

[List of clauses to be inserted as per BDS with clause reference no., and heading of the clause and document name]

- i.
- ii.
- iii.
- iv.
- v.
- vi.
- vii.
- viii.
- ix.

We further confirm that any deviation to the above clauses, found anywhere in our Bid, implicit or explicit, shall stand unconditionally withdrawn without any cost implication whatsoever to DGPC failing which the Bid security may be forfeited

Date : Signature.....

Place : Name.....

Designation.....

Seal.....



Note: The above certificate is to be submitted in the sealed envelope along with the Technical Bid (envelop II). In absence of this certificate the Bid shall be rejected and returned



Form 3: Integrity Pact Statement

1. General:

Whereas (*Sherab Zangmo, InterimHead, CPD*) representing THP, Druk Green Power Corporation Limited, hereinafter referred to as the **“Employer”** on one part, and (.....) representing (.....), hereinafter referred to as the **“Bidder”** on the other part hereby execute this agreement as follows:

- 1.1. 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 documents and submitted along with the tender document. This IP is applicable only to **“large”** scale works, goods and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

2. Objectives:

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the **bidding process¹** and **contract administration²**, 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, misrepresentation, 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) _____



Affix Legal Stamp

Affix Legal Stamp

EMPLOYER

BIDDER/REPRESENTATIVE

Sherab Zangmo

CID:

1	1	5	1	6	0	0	2	0	1	0
---	---	---	---	---	---	---	---	---	---	---

CID:

--	--	--	--	--	--	--	--	--	--	--

Witness: _____

Witness: _____

Name: Sonam Choden

Name:

CID:

1	1	1	0	7	0	0	6	6	4	1
---	---	---	---	---	---	---	---	---	---	---

CID:

--	--	--	--	--	--	--	--	--	--	--



Form 4: Bidder's Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:[insert date of Bid submission].....

NIT No.:

1.	Bidder's Legal Name:
2.	Equity Shareholding by the Bhutan Nationals in the Bidder: and in case of joint venture equity shareholding by the Bhutanese nationals in all the members with Bhutanese nationality
3.	In the case of a Joint Venture (JV) legal name of each member of the Joint Venture:
4.	Bidder's or each member of JV's Country of Registration:
5.	Bidder's or Each member of JV's Year of Registration:
6.	Bidder's or Each member of JV's Legal Address in Country of Registration:
7.	Bidder's or Lead member of JV's Local Address in Bhutan (if any):
8.	Bidder's or Each member of JV's Website Address:
9.	Bidder's or Each member of JV's Business Activities:
10.	Bidder's or Lead member of JV's Authorized Representative Name: Designation: Address: Telephone/Fax numbers: E-mail Address:



11.	Bidder's or Lead member of JV's Authorized Representative in Bhutan (if any) Name of the company or firm: Name of the contact person: Designation: Address: Telephone/Fax numbers: E-mail Address: Services to be provided by the local representative:
12.	Status of the Bidder (check the box as applicable): <input type="checkbox"/> Bidding Company <input type="checkbox"/> Lead Member of the Joint Venture <input type="checkbox"/> Agent of the Foreign Bidder
13.	Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Tax Clearance Certificate of Bidder named in 1or 2 above (applicable for Bhutanese Bidders) or any other document to prove that the Bidder is tax compliant in the country of its registration (applicable for foreign bidders) <input type="checkbox"/> Certificate of registration from the Construction Development Board (applicable for Bhutanese Bidders) <input type="checkbox"/> Trade License (applicable for Bhutanese Bidder) <input type="checkbox"/> Equity shareholding certificate of the Bidder <input type="checkbox"/> Certificate of Incorporation or Registration of Bidder named in 1or 2 above <input type="checkbox"/> Any other certificate to support the legal entity of the Bidder named in 1or 2 above

Date :

Signature.....

Place :

Name.....

Designation.....



Seal.....



Form 5: Power of Attorney

(To be executed on non-judicial stamp paper of appropriate value)

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

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

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

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

EXECUTANT

Signature:.....

Name:.....

Designation:.....

ACCEPTED:



Signature of Attorney:.....

Name:.....

Designation:.....

Signature of the Attorney Attested

.....

EXECUTANT

Name.....

Designation.....

Office Seal.....

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



Form 6: Information for Meeting Qualification Requirement (QR)

NIT No.:.....

Bidder's Name & Address:

.....

To

[DGPC's Name and Address]

Dear Sir/Madam,

We seek qualification under **ITB. 18** and BDS **SECTION III – BID DATA SHEET** and our qualification data in support thereof is enclosed in the following Forms:

1.	Form 6A	:	Financial Details of Bidder
2.	Form 6B	:	Details of Financial Capacity Status
3.	Form 6C	:	Present order book position
4.	Form 6D	:	Past Performance Data
5.	Form 6E	:	Data regarding Key Personnel
6.	Form 6F	:	Brief write up regarding Construction Methodology & Project Management

We further understand and agree that any misleading or false information furnished by us may result in summary rejection of our Bid.

Date :

Signature.....

Place :

Name.....

Designation.....

Seal.....



Note: The Bidder shall enclose relevant documents like copies of authenticated letter of awards, contracts, completion certificates etc. supporting the data and details provided in the Form 6A to 6F. In support of the financial information the audited accounts of the completed financial years shall be provided.

Form 6A: Financial Details of Bidder

(1- Annual Turnover)

(May be modified as per the requirements specified in the BDS)

Bidder’s Name & Address:.....

NIT No.:.....

To

[DGPC’s Name and Address]

Dear Sir/Madam,

To satisfy the requirements stipulated in the Bidding Documents, we provide the following details.

We confirm that our average annual turnover during the preceding *[Insert no. of years]* financial years as on date of Bid opening is not less than *[insert the amount as per NIT]*..... In support of above, we are enclosing *[Balance Sheets and Profit & Loss Account duly certified by the statutory auditors, or Income Tax Return duly acknowledged by the tax department, or any other documents to be inserted as applicable]*.....

S No	Particulars	Bidders home currency	Exchange rate used	Amount in USD
1.	Financial Year: 20.. – 20...			
2.	Financial Year: 20.. – 20...			
3.	Financial Year: 20.. – 20...			
4.	Average Annual Turnover for the preceding <i>[Insert no. of years]</i> () Financial Years as on date of Bid Opening.			
5.	We have enclosed [Balance Sheets and Profit & Loss Account certified by the statutory auditors/ Income Tax Return duly acknowledged by the tax department] for the above mentioned financial years	Yes/No		

Date :

Signature.....



Place :

Name.....

Designation.....

Seal.....

Note:

- i. *If the accounting currency of the Bidder is other than USD, they will convert their figures of Annual Turnover at the TT selling exchange rate as at the end of the respective financial year or the last available exchange rate for that financial year announced by the Royal Monetary Authority of (RMA) the Kingdom of Bhutan (www.rma.org.bt), or, in absence of such exchange rate, the Bidder shall adopt the exchange rate announced by the Central Bank of their respective country, and furnish the details of calculations.*
- ii. *Other income shall not be considered for calculation of Annual Turnover.*



(2- Net worth)

Bidder's Name & Address:.....

NIT No.:.....

To

[DGPC's Name and Address]

Dear Sir/Madam,

To satisfy the requirements stipulated in the Bidding Documents, we provide the following details.

We hereby confirm that net worth of our company as on the last day of the preceding financial year is not less than[indicate in %] ...of its paid-up share capital.

The Details are as under:

S.No	Description	As on last day of the preceding financial year (USD/NU)
1	Paid-up share capital	
2	Net Worth	
3	% of Net Worth to paid-up Share Capital	
4	Documentary evidence like Audited financial statements for the last preceding financial year or in case Audited results for the last Financial Year is not available certification of financial statements from a practicing Chartered Accountant etc. in support of above is enclosed at Appendix..... to this Form 6A	

Date :

Signature.....

Place :

Name.....

Designation.....

Seal.....

Note:

- Net worth shall be defined as:
= Paid up share capital



Add: Reserves net of losses

Subtract: Revaluation reserves

Subtract: Intangible Assets

Subtract: Miscellaneous expenditures to the extent not written off

- If the accounting currency of the Bidder is other than USD, they will convert relevant figures at the TT selling exchange rate as at the end of the relevant financial year or the last available exchange rate for that financial year announced by the Royal Monetary Authority of (RMA) the Kingdom of Bhutan (www.rma.org.bt), or, in absence of such exchange rate, the Bidder shall adopt the exchange rate announced by the Central Bank of their respective country, and furnish the details of calculations.



(3- Line of Credit)

Bidder's Name & Address:.....

NIT No.:.....

To

[DGPC's Name and Address]

Dear Sir/Madam,

To satisfy the requirements stipulated in the Bidding Documents, we provide the following details.

We hereby confirm that unutilised line of credit for fund based and non fund based limits with cash & bank balances including fixed deposits of our company, duly certified by the bankers as on a date not earlier than fifteen (15) days prior to the date of bid opening, is not less than USD.....

We are also enclosing an original letter of authority to seek reference from our banks.

The details are as under:

S. No	Description	Amount in USD/NU, 15 days prior to the date of bid opening
1	Sanctioned Line of credit Bank Guarantees Cash credit Letter of credit	
2	Utilised Line of credit Bank Guarantees Cash credit Letter of credit	
3	Unutilised Line of credit Bank Guarantees Cash credit Letter of credit	
4	Certificate from the Bankers in respect of unutilised Line of credits above is enclosed at Appendix.....to this Form 6A	

Date :

Signature.....

Place :

Name.....

Designation.....



Seal.....

Note:

- If the accounting currency of the Bidder is other than USD, they will convert their figures of Annual Turnover at the TT selling exchange rate as at the end of the respective financial year or the last available exchange rate announced by the Royal Monetary Authority of (RMA) the Kingdom of Bhutan (www.rma.org.bt), or, in absence of such exchange rate, the Bidder shall adopt the exchange rate announced by the Central Bank of their respective country, and furnish the details of calculations.
- In case certificates from more than one bank are submitted, the certified unutilized limit shall be of the same date from all such banks.
- If the unutilised limits are in currency other than USD, the same shall be converted to USD at the exchange rate as on fifteen (15) days prior to the date of bid opening.



(4- Comfort Letter)

Bidder's Name & Address:.....

NIT No.:.....

To

[DGPC's Name and Address]

Dear Sir/Madam,

Since the unutilised line of credit for fund based and non-fund based limits together with cash and bank balances including Fixed Deposits of our Company are not meeting the requirements of BDS a comfort letter from our Bankers unequivocally stating that in case the Bidder is awarded the Contract, the Bank would enhance Line of Credit for fund based and non-fund based limits to a level not less than the specified amounts, to us is enclosed at Appendix..... to this Form - 6A.

We further confirm that notwithstanding anything stated above, DGPC reserves the right to assess our/ our subsidiaries / group companies' capabilities and capacity to perform the Contract, should the circumstances so warrant in the overall interest of DGPC in line with QR requirement specified in the BDS.

Date :

Signature.....

Place :

Name.....

Designation.....

Seal.....

Note:

- *Comfort letter shall be from one of the banks listed in BDS.*



Form 6B: Details of Financial Capacity Status

(May be modified as per the requirements specified in the BDS)

Bidder's Name & Address:.....

NIT No.:.....

To

[DGPC's Name and Address]

A	Orders in Hand	
i	Total value of Contracts	
ii	Value of work completed out of above value Up to	
iii	Value of anticipated work to be done in the following Financial Years out of (i) above : a) b) c)	
B	Bidder's assessment of maximum negative cash flow (fund requirement) at any point of time between Letter of Award and completion of Contract based on specified terms of payment and his expenditure plan for materials and equipments being offered by Bidder for this Works.	
C	Arrangement to meet the above fund requirement.	<u>Own Funds Credit Others Total</u>
D	Declaration by Bankers regarding:	
	i) Bank Guarantee Limits Sanctioned and unutilised as on (a date not later than 15 days prior to date of bid opening).	Letter from Bank Enclosed at Appendix....
	ii) Over Draft Limits/Cash Credit Limits – Sanctioned and un-utilised as on (a date not later than 15 days prior to date of bid opening).	Letter from bank Enclosed at Appendix....
	iii) Deferred payment limits	
	iv) Cash and Bank Balances including Fixed Deposits	
	v) Movable Property Hypothecation. (Please state the present utilisation status also)	
	vi) Information regarding any current litigation in which the Bidder is involved, the parties	



	concerned, the disputes and the disputed amount if any.	
--	---	--

Date : Signature.....

Place : Name.....

Designation.....

Seal.....

The information should be supported by a letter from the Bank

Note:

- All figures, to be stated in USD for Foreign Bidder . The Bidder will convert figures if in currency other than USD at the TT selling exchange rate as at the end of the respective financial year or the last available exchange rate for the respective financial year announced by the Royal Monetary Authority of (RMA) the Kingdom of Bhutan (www.rma.org.bt), or, in absence of such exchange rate, the Bidder shall adopt the exchange rate announced by the Central Bank of their respective country, and furnish the details of calculations.
- Continuation sheets of like size and format, may be used and annexed to this Form if required.



Form 6C: Present Order Book Position

Bidder's Name & Address:.....

NIT No.:.....

To

[DGPC's Name and Address]

List of works under execution and their present status

S. No.	Owner/ Client (Name and address)	Project Name & Scope of Work	Order Value	Date of Order	Schedule Time of Completion	Value of Outstanding Work	Actual/ Expected Time of Completion	Reason for Delay (if any)

We hereby confirm that the information above is true and correct. We have not concealed any information and we understand that any wilful misstatement described above will lead to disqualification before award or termination of the Contract with all consequential losses to our account.

Date :

Signature.....

Place :

Name.....

Designation.....

Seal.....

Note:

- Continuation sheets of like size and format, may be used and annexed to this Form if required.
- Relevant documents/LOA/Orders to be furnished to justify the data above.
-



Form 6D: Past Performance Data

Bidder's Name & Address:.....

NIT No.:.....

To

[DGPC's Name and Address]

Details of similar Works in last[insert number of years]..... years

S. No.	Owner/ Client (Name and address)	Project Name & Scope of Work	Order Value	Date of Order	Schedule Completion Date	Actual/ Expected Completion Date	Reason for Delay (if any)

Date :

Signature.....

Place :

Name.....

Designation.....

Seal.....

Note:

- Continuation sheets of like size and format, may be used and annexed to this Form if required.
- Relevant documents/LOA/Orders/Certificate from the client to be furnished to justify the data above.
- The details of similar works should be given atleast for those no of works as specified in the qualification requirements. Subsequent to submission of the bid no further details will be accepted.



Form 6F: Brief write up regarding Construction Methodology and Project Management

Bidder's Name & Address:.....

NIT No.:.....

To

[DGPC's Name and Address]

Dear Sir/Madam,

In line with **ITB. 18**, we furnish below the brief write up in support of our established project management organization and construction methodology to be adopted for the execution of the Work.

[The Bidder should attach bar charts for proposed planning and scheduling activities in respect of engineering, procurement of materials & construction equipments; their transportation to Site, proposed methodology & construction programme to comply with quality achievement requirements of the Works execution and fixing milestones for achieving completion targets.]

Date :

Signature.....

Place :

Name.....

Designation.....

Seal.....

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



Form 7: Equipment/ Machinery Deployment Schedule

Bidder's Name & Address:.....

NIT No.:.....

To

[DGPC's Name and Address]

S. No.	Equipment Type/ Capacity	Minimum Nos Required as indicated in Technical Specification	No. Proposed to be Deployed	No. Already Available for Immediate Deployment	Period by which balance equipment will be deployed	Place from where balance equipment will be brought	No. intended to be purchased	Period by which new T&P can be deployed	Quantum of work that can be achieved during peak period/ shift

The above list of Equipments & Machineries indicates minimum requirements. However, we shall deploy any additional Equipments and Machineries, without any additional cost to DGPC, which may be required as per the directive of the Project Manager to execute the work satisfactorily and as per the time schedule stipulated

Date :

Signature.....



Place :

Name.....

Designation.....

Seal.....



Form 8: Details of proposed Subcontractors

NIT No.:.....
 Bidder's Name & Address:

To

[DGPC's Name and Address]

Dear Sir,

The details of all items of Works which we propose to sublet, giving details of the name and nationality of the proposed Subcontractor for each item, are given below:

S.No	Details of Works	Unit	Quantity	Name and Address of proposed Subcontractor	Nationality
1					
2					

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Seal).....

Note:



1. Continuation Sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this Form.
2. Bidder shall attach letters of confirmation from the Subcontractors so as to confirm their participation



Form 9: Affidavit/ Self-declaration Regarding Eligibility of Bidders

(To be executed on non-judicial stamp paper)

I [insert the name and designation of the signatory]..... the duly authorized representative of [insert name of the Bidder]..... hereby confirm that I possess the legal authority to make this Affidavit/ Declaration on behalf of the Bidder.

I solemnly declare and affirm that to the best of my knowledge, information, and belief, the above Bidder:

- a) Is not insolvent or is not in receivership or is not a bankrupt or is not in the process of being wound up, or has not entered into an arrangement with creditors;
- b) Have not been found guilty of professional misconduct by any competent authority as per law;
- c) Have fulfilled the obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which the Bidder is established or of the Kingdom of Bhutan;
- d) Have not been declared by DGPC to be ineligible for participation in tenders on account of any fraud and/or corruption in competing or executing a Contract;
- e) Have not been debarred from participation in any public procurement by any Competent Authority as per law.

Further, I also declare that the affairs of the Bidder are not being administered by a court, judicial officer or by an appointed liquidator; and the company has not suspended business or is not in any analogous situation arising from similar procedures under the laws and regulations of the country in which the Bidder is established or of the Kingdom of Bhutan.

Verified on this day of of the year..... that the particulars furnished above are true and correct to the best of my knowledge and belief and nothing in material have been concealed or misrepresented.

Date : Signature.....
Place : Name.....
Designation.....
Seal.....



Form 10: Form of Joint Venture Agreement (if applicable)

(On non-judicial stamp paper of appropriate value to be purchased in the name of Lead Member of the Joint Venture)

THIS Joint Venture Agreement is executed on thisday of..... Two thousand and between M/s..... a company incorporated under the laws of(insert the name of country under the laws of which the company is incorporated for all the members)..... and having its Registered Office at (hereinafter called the "Lead Member" which expression shall include its successors, executors and permitted assigns), M/s.....a company incorporated under the and having its Registered Office at.....(hereinafter called the "Member" which expression shall include its successors, executors and permitted assigns) and M/s..... a company incorporated under the and having its Registered Office at(hereinafter called the "Member" which expression shall include its successors, executors and permitted assigns) for the purpose of making a Bid and entering into a Contract (in case of award) against the NIT No.:for procurement of by Druk Green Power Corporation Limited incorporated under the Companies Act of 2000 of the Kingdom of Bhutan having its Registered Office atwhich expression shall include its successors, executors and permitted assigns (hereinafter called DGPC).

WHEREAS the Bidding Documents stipulates that a Joint Venture of two or more firms as members, meeting the requirement of ITB. 8, as applicable may Bid, provided the Lead Member and other Members if so specified fulfils all technical qualification requirements listed for an individual Bidder and the financial qualification requirements is met jointly by all the members of the Joint Venture subject to the condition that each member meets atleast the minimum financial qualification requirements as specified in the Bidding Documents and in such a case, the Bid shall be signed by the Lead Member of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Members to this Joint Venture do hereby now agree as follows:

1. In consideration of the award of the Contract by DGPC to the Joint Venture, we, the Members to the Joint Venture do hereby agree that M/sshall act as Lead Member and further declare and confirm that we shall jointly and severally be bound unto DGPC for the successful performance of the Contract and shall be fully responsible for the execution of the Works in accordance with the Contract.
2. The Lead Member is hereby authorized by the Members of the Joint Venture to bind the Joint Venture with respect to the Contract as may be awarded by DGPC and to receive instructions for and behalf of all the Members of the Joint Venture.



3. It is hereby agreed that the Lead Member shall furnish the Bid security as stipulated in the Bidding Documents on behalf of the Joint Venture.
4. In case of any breach of the said Contract by the Lead Member or other Member(s) of the Joint Venture agreement, the Member(s) do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
5. Further, if DGPC suffers any loss or damage on account of any breach in the Contract the member(s) of these presents undertake to promptly make good such loss or damage caused to DGPC, on its demand without any demur. It shall not be necessary or obligatory for DGPC to proceed against Lead Member to these presents before proceeding against or dealing with the other Member(s).
6. The financial liability of the member of this Joint Venture agreement to DGPC, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the said Joint Venture agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Members of the Joint Venture agreement.
7. It is expressly understood and agreed between the members to this Joint Venture agreement that the responsibilities and obligations of each of the members shall be as delineated in Appendix-I (**To be incorporated suitably by the members*) to this agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the members under this Contract.
8. It is clearly agreed that the Lead Member shall ensure performance under the Contract and if one or more of the members fail to perform its respective obligations under the Contract, the same shall be deemed to be a default of all the members of the Joint Venture.
9. It is hereby expressly agreed between that members to this Joint Venture that neither member shall assign or delegate its rights duties or obligations under this agreement except with the prior written consent of DGPC.
10. This Joint Venture agreement shall be construed and interpreted in accordance with the laws of the Kingdom of Bhutan and the courts of the Kingdom of Bhutan shall have the exclusive jurisdiction in all matters arising thereunder.
11. In case of an award of a Contract, we the members to the Joint Venture agreement do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance Security from a bank in favour of DGPC in the forms acceptable to DGPC for value of ten percent (10%) of the Contract Price. It is further agreed that the Joint Venture agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till completion of the Contract. It shall be effective from the date first mentioned above for all purposes and intents.



12. We undertake that the Joint Venture agreement shall not be modified or amended without the written permission from DGPC.

IN WITNESS WHEREOF, the Members to the Joint Venture agreement have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

1 For lead Member

(Signature of authorised representative)

Signature

Name

Designation

2 For other Member

(Signature of authorised representative)

Signature

Name

Designation

WITNESSES:

1.....

2.....

(Signature)

(Signature)

Name

Name



Official Address.....

Official Address.....



Form 11A: Deviation from technical specifications Schedule

NIT No.:.....

Bidder's Name & Address:

.....

To

[DGPC's Name and Address]

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

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

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

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

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Seal).....



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



Form 11B: Deviation Schedule of Financial Bid

(The deviation mentioned in the schedule shall be the same deviation as mentioned in Form 11A and submitted along with technical bid. Additionally, only the cost of withdrawal, if any, shall be mentioned against each deviation)

NIT No.:.....

Bidder's Name & Address:

.....

To

[DGPC's Name and Address]

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

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

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

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

Date : (Signature).....

Place : (Printed Name).....



(Designation).....

(Seal).....

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

Form 12: Details in respect of local representation

NIT No.:.....

Bidder's Name & Address:

.....

To

[DGPC's Name and Address]

Dear Sir,

We furnish below the following information in respect of our local agent:

(i) Name and address of the local agent

.....
.....
.....
.....

(ii) Services to be rendered by the local agent

.....
.....
.....
.....

(iii) Remuneration to be paid to the local agent (included in the Bid Price) [The currency of payment to local agent shall be Nu only subject to no variation .]

.....
.....
.....
.....

Date :

(Signature).....



Place :

(Printed Name).....

(Designation).....

(Seal).....



Form 13: Quality Assurance Program

NIT No.:.....

Bidder's Name & Address:

.....

To

[DGPC's Name and Address]

Dear Sir,

We hereby provide the necessary information on Quality Assurance Programme containing the overall Quality Management and procedures, which we propose to follow during various phases of execution of the Contract. We hereby confirm that the program provided herein is in compliance with the requirements specified in the Technical Specifications.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Seal).....

Note: Continuation Sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this Form



Form 14: Performance Evaluation System Acceptance

Form 15: Additional Information (If any)

NIT No.:.....

Bidder's Name & Address:

.....

To

[DGPC's Name and Address]

Dear Sirs,

S.No	Description of Information	Reference to Bidding Documents	Reference to Bid

Date :

Signature.....

Place :

Name.....

Designation.....

Seal.....

Note: Continuation sheets of like size and format may be used as per Bidders requirements and shall be annexed to this Form.



Form 16A: Bid Submission Form for Technical Bid

(To be submitted on Bidder's letter head)

Name and Description of Works:
.....
.....

To NIT No.:.....

[DGPC's Name and Address]

Dear Sir,

- 1) With reference to your invitation for Bids, I/We have examined the bidding documents, including addenda(s) and clarifications (if any), the receipt of which is hereby acknowledged for the above named Works and understood their contents.

I/We, hereby submit my/our offer to execute the Works described above in conformity with the General Conditions of Contract, Technical Specifications, Special Conditions of Contract and Addenda(s)/clarifications (if any) accompanying this Bid for the Contract Price as mentioned in the Price Bid.

- a. We are aware that the Bill of Quantities do not generally give a full description of the work to be performed under each item and we shall be deemed to have read the Technical Specifications and other bidding documents and Drawings to ascertain the full scope of work included in each item while filling-in the rates and prices. We agree that the entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.
 - b. We declare that as specified in the General Conditions of Contract, the rates of Bill of Quantities shall be subject to adjustment.
 - c. We understand that the arithmetical errors in the Bill of Quantities shall be corrected as per provisions of the ITB.
- 2) All information provided in my/our offer and attachments (in all the three envelopes, viz. Envelope I, Envelope II and Envelope III) thereof is true and correct and in line with the requirement of the bidding documents and all documents accompanying this offer are true copies of their respective originals.
 - 3) I/We confirm our prices are inclusive of all the applicable taxes, duties, levies, royalties and octroi for the performance of the Contract.



4) We hereby confirm that this Bid submission complies with the Bid Validity and Earnest Money Deposit required to be submitted in the form of for a sum of [Name of currency and amounts in figures and words]

5) I/We hereby declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or company other than those mentioned herein have any interest in this Bid submission or in the Contract to be entered into and in good faith, without collusion or fraud, if the award is made on me/us.

I/We hereby also declare that any of the person or party (including my/our Subcontractor listed in the Bid) have not been declared ineligible to Bid for corrupt or fraudulent or collusive or coercive practice or banned from business dealings on any consideration by DGPC or any other government institutions/undertakings in Bhutan.

I/We also undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in Bhutan.

6) In line with the requirements of the bidding documents, we enclose herewith our Bid to execute the Works and remedy any defects therein, in conformity with such documents.

7) I/We undertake, if our bid is accepted, to commence the work from the date as may be stated in your Letter of Award to us, and to achieve completion of works within the time stated in the bidding documents.

8) We confirm that the ITB and GCC have been read carefully and understood the obligations of the Contractor fully and agree to comply with all the clauses which are mentioned therein. In case of any breach of any condition on our part, we shall be liable for actions as per terms and conditions of the Contract including rejection of bid and termination of Contract, if awarded.

9) If my/our Bid is accepted, I/We undertake to provide a Contract Performance Security, and Advance Payment Security in the form and amounts, and within the time specified in the bidding documents.

10) I/We agree to abide by this Bid for a period of[insert Bid Validity]..... from the date fixed for submission of Bids as stipulated in the bidding documents, and it shall remain binding upon me/us and may be accepted by you at any time before the expiration of that period.

11) Until a formal Contract Agreement is prepared and executed between us, this Bid, together with your written acceptance thereof in the form of your Letter of Award and our unconditional acceptance of the Letter of Award shall constitute a binding Contract between us.



12) I/We understand that you are not bound to accept the lowest or any Bid you may receive.

We attach herewith the documents and information set to be furnished to you for evaluating our eligibility and Bid.

Yours faithfully,

Date :

Signature.....

Place :

Name.....

Designation.....

Seal.....



Form 16B: Bid Submission Form for Financial Bid

(To be submitted on Bidder's letter head)

Name and Description of Works:
.....
.....

To NIT No.:.....

[DGPC's Name and Address]

Dear Sir,

Having examined the Bidding Document (with reference to **ITB. 10**), including addenda [insert list], we offer to execute the [name and identification number of Contract] in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of[insert amount in numbers], [insert amount in words] [insert name of currency].

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the Bidding Document and specified in the Bidding Data Sheet.

In case if I withdraw my bid after opening for whatsoever reasons, I agree to the forfeiture of the EMD/Bid Security.

Authorized Signature: ____

(Affix Legal Stamp)

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____



Form 17A: Bill of Quantities (Local Currency)



Item No.	Item	Unit	Quantity	Rate		Amount
				Rate in figure (BTN.)	Rate in Words	
A. CIVIL WORKS						
DEMOLISHING WORKS						
1	Demolishing cement concrete 1:3:6 & richer, including disposal of materials within all leads	cu.m	15.91			
2	Demolishing stone rubble masonry including stacking useful materials & disposal of rubbish within all lead - In cement mortar	cu.m	27.34			
3	Dismantling wood work of sectional area 40 sq.cm and above in frames, trusses (<10m span) including stacking within all leads	cu.m	80			
4	Extra for dismantling trusses, rafters, purlins etc. of every additional span of 1 metre or part thereof for span >10m (sectional area > 40sq.cm)	cu.m	73.16			
5	Dismantling doors, windows and clerestory windows >3sq.m (steel/wood) including architrave, hold fasts, and stacking within all leads and supporting the existing wall on top to avoid collapsing	each	20			



6	Dismantling wooden flooring including stacking useful materials & disposal of rubbish within all leads	sq.m	313.82			
7	Dismantling G.I sheets including ridges, hips, valleys, gutters & stacking materials within all leads as per instruction of EIC	sq.m	117.15			
8	Dismantling cement A.C, celotex, hardboard ceiling, partition, including stacking useful materials & disposal rubbish within all leads	sq.m	106.5			
EARTHWORKS						
9	Excavation in foundation trenches or drains not exceeding 1.5m in width or area 10 sq.m on plan, including dressing & ramming, disposal of surplus soil within all leads and lift as per direction of EIC - All types of soil	cu.m	29.65			
10	Filling of trenches, sides of foundations etc. in layers <200mm using selected excavated earth, ramming etc. within all leads and lifts	cu.m	61.99			
11	Providing & laying dry earth bedding, including consolidating each deposited layer by watering, ramming and dressing	cu.m	5.3			



12	Providing & laying sand bedding, including watering, ramming, dressing	cu.m	5.3			
13	Providing and laying 200 micro-metre moisture barrier using plastic sheeting underlay	sq.m	10.6			
STONE WORKS						
14	Providing and laying Hand packed stone filling or soling with stones	cu.m	79.82			
15	Providing & laying Random Rubble Masonry with hard stone in foundation & plinth - In cement mortar 1:4	cu.m	11.55			
16	Providing & laying Random Rubble Masonry with hard stone in superstructure above plinth, below & including floor 2 level in cement mortar 1:4	cu.m	53.63			
PCC & PLASTERING WORKS						
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 40 mm nominal size)	cu.m	0.21			



18	Providing and laying in position plain cement concrete excluding the cost of centering and shuttering - All work upto plinth level- 1:2:4 (1 cement : 2 sand : 4 graded crushed rock 20 mm nominal size)	cu.m	31.13			
19	Providing & laying 12mm cement plaster in C.M 1:4	sq.m	760.55			
20	Providing & laying cement plaster, finished with floating coat of neat cement - 12mm plaster in C.M 1:4	sq.m	56.4			
DRAINAGE & PLINTH PROTECTION						
21	Constructing a 100mm wide x 200mm depth random rubble masonry open surface drain in cement mortar 1:6 including earth work in excavation, 100mm thick concrete base 1:5:10, 40 mm aggregate 25mm thick cement concrete 1:2:4, 12mm aggregate for filling haunches, including 20mm cement plaster with a floating coat of neat cement and disposal of surplus earth	m	62.2			



22	Providing and laying Plinth Protection and grouted with fine sand mix including well rammed, finishing the top smooth with 50mm thick cement concrete 1:3:6, 20mm aggregates, laid over 75mm thick layer of compacted gravel (40mm)	sq.m	73.92			
23	Constructing Brick masonry manhole in cement mortar 1:5, R.C.C top slab with 1:2:4 20mm aggregates, foundation concrete 1:4:8 40mm aggregates, 12mm plaster in CM 1:3 finished with floating coat of neat cement and making channels in cement concrete 1:2:4 20mm aggregates, neatly finished complete - Inside dimension 900 x 800mm & 450mm deep including C.I. cover & frame (weight >38 kg)	each	2			
RCC WORKS						
24	Providing & laying in position reinforced cement concrete excluding the cost of centering, shuttering and reinforcement - all work upto plinth level - 1:2:4 (1 cement : 2 sand : 4 graded crushed rock 20 mm nominal size)	cu.m	37.7			



25	Bhutan type Traditional Cornices in R.C.C 1:2:4, 20 mm aggregate including cost of formwork including finishing with 6mm thick plaster on the exposed surface with cement mortar 1:3 as per standrad design excluding cost of reinforcement & decorative painting - Multi-Storied building (excluding the cost of phana)	m	26.8			
26	Bhutan type Traditional Cornices in R.C.C 1:2:4, 20 mm aggregate including cost of formwork including finishing with 6mm thick plaster on the exposed surface with cement mortar 1:3 as per standrad design excluding cost of reinforcement & decorative painting - Phana	m	26.8			
27	Bhutan type Traditional Cornices in R.C.C 1:2:4, 20 mm aggregate including cost of formwork including finishing with 6mm thick plaster on the exposed surface with cement mortar 1:3 as per standrad design excluding cost of reinforcement & decorative painting - Lintel cornice (only cornice portion at external face)	m	26.8			



28	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	4541.49			
29	Providing & fixing centering and shuttering (formwork), including strutting, propping etc. and removal of formwork	sq.m	273.02			
STEEL WORKS						
30	Steel work welded, in built up sections, trusses, frame-works including cutting, hoisting, fixing and appl. priming coat of red lead paint - In tubular section	kg	911.77			
31	Steel work welded, in built up sections, trusses, frame-works including cutting, hoisting, fixing and appl. priming coat of red lead paint - In Tees, angles, Flats and channels	kg	2003.51			
32	Steel work in single section including cutting, hoisting, fixing and applying priming coat of red lead paint - In Flats	kg	70.65			
33	Steel work in single section including cutting, hoisting, fixing and applying priming coat of red lead paint - In Tees, angles and channels	kg	1918.35			
ROOF WORKS						



34	Providing & fixing Pre - Painted Galvanised Iron (PPGI) sheets, including self driven screws and bolts for connection excluding the cost of purlins, rafter and trusses. - 25g (0.5mm)	sq.m	180.785			
35	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 (0.5mm minimum)	m	28.6			
36	Providing and fixing on wall 110mm dia face single socketed rigid PVC (Working Pressure 4kgf per sq.cm) rain water pipes including jointing with seal ring leaving 10 mm gap for thermal expansion- complete	m	31.4			
BRICK WORKS						
37	Providing & laying Second-Class Brick work in superstructure above plinth level, up to floor two level in cement mortar 1:4	cu.m	10.38			
38	Providing & laying Second-Class Half-brick Masonry (125 mm) in superstructure below floor 2 level	sq.m	221.11			
WOOD WORKS						



39	Providing & fixing in position dressed wood work Class 'B' (conifer) in frames of doors, windows, clerestory windows and other frames, wrought and framed	cu.m	3.79			
40	Providing & fixing Eaves board (225x25mm) of Class 'B' (conifer) with moulding fitted and fixed with necessary screws	m	53.7			
41	Providing & fixing Cement Bonded Particle board (pre-laminated both sides for wall/ceiling) lining with necessary nails/screws etc. complete, excluding the cost of frame	sq.m	64.44			
42	Providing & fixing 10mm thick Pre-laminated Particle Board Lining with necessary nails etc. complete (excluding cost of frame)	sq.m	112.5			
43	Providing & fixing 35mm thick class 'B' conifer Panelled or glazed doors and windows Shutters etc. complete including hinges	sq.m	24.62			
44	Providing & fixing 150mm brass tower bolt (barrel type) with necessary screws etc. complete	each	13			
45	Providing & fixing 250mm long brass sliding door bolt with nuts necessary screws etc. complete	each	13			



46	Providing & fixing 100mm brass handle with necessary screws etc. complete	each	26			
47	Providing, fixing and installation of 2-track, UPVC sliding windows including wire mesh, 88mm wide, 5mm clear glass with hardware fittings - EPDM gaskets, U- groove roller, Aluminium track, Fastner nut, interlock, touch lock and wool pile, complete - Textured window	sq.m	36.47			
48	Providing, making & fixing woodwork dressed in traditional cornices complete as per standard design in Class 'B' (conifer), including applying wood preservative on unexposed surfaces, excluding decorative painting (Measurement to be taken along the cornice and wall junction line) - Lintel Level	m	16			
49	Providing, making & fixing woodwork dressed in traditional cornices complete as per standard design in Class 'B' (conifer), including applying wood preservative on unexposed surfaces, excluding decorative painting (Measurement to be taken along the cornice and wall junction line) - at all other floor levels (excluding phana)	m	2.5			



50	Providing, making & fixing woodwork dressed in traditional cornices complete as per standard design in Class 'B' (conifer), including applying wood preservative on unexposed surfaces, excluding decorative painting (Measurement to be taken along the cornice and wall junction line) - phana	m	2.5			
51	Providing & fixing Panelled with Pre-fabricated profiles from both sides including the frame and prime coat on concealed face-100mm, 12mm Class 'A' (conifer)	sq.m	164.5			
FLOORING WORKS						
52	Providing and fixing 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 flush-pointing in white cement	sq.m	160.43			
53	Providing and laying 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 flush pointing in white cement	sq.m	140.25			



54	Providing & fixing Class 'B' (conifer) Flooring including fixing with iron screws etc. complete, excluding the cost of frame - 25mm thick, half-lapped	sq.m	99.75			
55	Providing & fixing Class 'B' (conifer) Flooring including fixing with iron screws etc. complete, excluding the cost of frame - 45mm thick, half-lapped	sq.m	99.75			
PLUMBING WORKS						
56	Providing and fixing 20 mm nominal outer dia Pipes 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	m	20			
57	Providing & fixing 2000 Litres capacity plastic tank including all accessories complete	each	1			
58	Providing & fixing 500mm white Indian-type vitreous china w.c squatting pan, including 100 mm H.C.I P or S trap, 10 lit low level vitreous china cistern & fittings, repair walls	each	3			



59	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, repair walls	each	2			
60	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 a pair of 15mm c.p. brass pillar taps	each	5			
61	Providing & fixing Electric water heater including necessary fittings	each	2			
62	Providing & fixing c.p. brass mixers, 15mm - For wall, telephonic type with crutch and tel. shower	each	2			
63	Providing & fixing 600x450mm bevelled edge mirror (superior glass) incl.4mm A.C sheet base fixed to wooden cleats	each	4			
64	Providing & fixing c.p. towel rail 750 x 20mm with c.p brass brackets fixed to wooden cleats	each	2			
65	Providing & fixing toilet paper holder - C.P. brass	each	5			
66	Providing & fixing Liquid soap container, c.p, including c.p brass lid & brackets, wooden cleats, c.p brass screws	each	2			



67	Providing & fixing 15mm, standard, c.p knob c.p. brass stop cock	each	17			
68	Providing & fixing 15mm, inclined, c.p. knob c.p. brass bibcock	each	7			
69	Providing & fixing c.p. brass mixers, 15mm	each	3			
70	Providing & laying 32mm dia H.D.P.E Pipes, 6 PN, including H.D.P.E fittings (excluding trenching, refilling & thrust block)	m	15			
71	Providing & fixing P.V.C soil waste and vent pipes, single or double socketed, including pipe clip complete including the cost of PVC fittings	m	20			
72	Providing & fixing 110mm dia P.V.C plain bend	each	15			
73	Providing & fixing P.V.C Nahani Trap	each	6			
74	Providing & fixing Kitchen Sinks including all connections and fittings-Stainless steel, 450 x 400 x 150 mm, single bowl	each	1			
75	Providing & fixing P.V.C 110mm dia Double Tee plain	each	30			



76	Constructing Septic Tanks, in 2nd class brick masonry in cement mortar 1:4, including fittings, C.I cover with frame, 40mm thick concrete flooring (40mm aggregates) cement plaster concrete base in C.C 1:4:8 etc. complete as per standard design - 25 users	each	1			
PAINTING WORKS						
77	Providing & applying one coat of primers - Wood work - pink primer	sq.m	7.38			
78	Providing and applying finishing coats - Synthetic enamel, for steel & wood work, two coats on new work	sq.m	7.38			
79	Providing and applying finishing coats - Dry distemper, two coats on new work, including white priming coat	sq.m	270.1			
80	Finishing wall with Water-Proof Cement Paint- New work, three coats	sq.m	277.6			
81	Providing and applying finishing coats - Aluminium paint, two coats on new work	sq.m	1577.25			
82	Providing, preparing and applying Sumdang painting (Not washable) - Ding	sq.m	12			
83	Providing & fixing 4mm thick plain glass panes with putty, nails including removal of broken glass panes	sq.m	1.25			
ELECTRICAL WORKS						



84	Supplying and fixing of PVC casing & capping on surface including cup washer, screws, bends, elbows, Tees, corners, etc. complete as required-CD0047 25x10x1.2mm	m	50			
85	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.					
a	WP0105 Short Point	point	1			
b	WP0106 Medium Point	point	1			
c	WP0107 Long Point	point	1			
86	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					
a	WP0125 Short Point	point	1			
b	WP0126 Medium Point	point	1			



c	WP0127 Long Point	point	1			
87	Wiring for 5/6 pin, 16 ampere plug point with 4 sq.mm 1.1kV grade,PVC insulated copper conductor cable in PVC casing & capping with providing and fixing 5/6 pin, 6/16 ampere socket outlet & switch including earthing the third pin,connections, painting, testing & commissioning etc. as required					
a	WP0145 Short Point	point	1			
b	WP0146 Medium Point	point	1			
c	WP0147 Long Point	point	1			
	Extra length					
88	Supplying and fixing of HDPE pipe on recessed including all accessories such as screws, bends,elbows, Tees, corners, etc. complete as required-CD0221 25 mm	m	230			
89	Provide & Draw Multistrand 1.1KV grade PVC insulated copper conductor cable in existing conduit (any types of conduit)					
a	WI0002 2x1.5 sq.mm	m	520			
b	WI0004 2x2.5 sq.mm	m	254			



c	WI0006 2x4 sq.mm	m	320			
90	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 recessed HDPE pipe including connections, painting, testing and commissioning etc. as required					
a	WH0300 Short Point	each	7			
b	WH0301 Medium Point	each	15			
c	WH0302 Long Point	each	21			
91	Wiring for 3 pin, 6 ampere plug point with 2.5 sq.mm 1.1kV grade, PVC insulated copper conductor cable in recessed HDPE pipe with providing and fixing 3 pin, 6 ampere socket outlet and switch including earthing the third pin, connections, painting, testing and commissioning etc. as required	each				
a	WH0320 Short Point	each	1			
b	WH0321 Medium Point	each	1			
c	WH0322 Long Point	each	9			



92	Wiring for 5/6 pin, 16 ampere plug point with 4 sq.mm 1.1kV grade, PVC insulated copper conductor cable in recessed HDPE pipe with providing and fixing 5/6 pin, 16 ampere socket outlet and switch including earthing the third pin, connections, painting, testing and commissioning etc. as required					
a	WH0340 Short Point	each	1			
b	WH0341 Medium Point	each	1			
c	WH0342 Long Point	each	11			
93	Wiring for points in excess length above long points with 1.1kV grade, PVC insulated copper conductor cable in recessed HDPE pipe including connections, painting, testing and commissioning etc. as required					
a	WH0381 2x1.5 sq.mm	m	15			
b	WH0382 2x4 sq.mm	m	50			
94	Wiring for lighting circuit with 1.1kV grade, PVC insulated copper conductor cable in recessed HDPE pipe including connections, painting, testing and commissioning etc. as required-WH0391 2x2.5 sq.mm	m	25			



95	Supplying & fixing of metal boxes for switch/socket outlet/switch socket combined/ gang switches, recessed in walls including painting etc as required					
a	BX0050 1 Module	each	1			
b	BX0051 2 Module	each	16			
c	BX0052 3 Module	each	17			
d	BX0053 4 Module	each	1			
e	BX0057 12 Module	each	1			
96	Supplying & fixing of plates & frame for switch/socket outlet/switch socket combined/ gang switches, etc as required					
a	PF0011 Plate 1-module with frame	each	1			
b	PF0012 Plate 2-module with frame	each	16			
c	PF0013 Plate 3-module with frame	each	17			
d	PF0014 Plate 4-module with frame	each	1			
e	PF0017 Plate 12-module with frame	each	1			



97	Supplying & fixing of 6A switch on existing metal box with fibre sheet cover (recessed or surface) including necessary cutting, connection testing etc. as required-SS0060 6A switch SP 1-way	each	41			
98	Supplying & fixing of switch/socket on existing metal box with fibre sheet cover (recessed or surface), including necessary cutting, connection testing etc.					
99	SS0106 5/6 pin, 6/16A socket outlet, shuttered	each	19			
b	SS010 7Ceiling Rose, 2 plate (PVC) 6A	each	5			
100	Supplying & fixing of holders on surface ceiling rose including necessary cutting,connection testing etc. as required.					
a	SS0221 Batten holder (heavy duty, brass plunger)	each	25			
b	SS0232 Angle holder (heavy duty, brass plunger)	each	19			
101	Supplying & fixing of LED Lamp with 3000/4000/6000K					
a	LS0206 9W	each	15			
b	LS0209 18W	each	25			



102	Supplying, installation, testing & commissioning of exhaust fan 240 volt A.C 900 rpm with all accessories such as frame with arm 3 Nos., sweep 3 Nos., condenser and fan body etc. complete as required- Findoor 300mm sweep	each	5			
103	Supply & Installation, testing & commissioning of miniature circuit breaker (MCB) single pole, 230 volt A.C complete with all accessories suitable to fix on a dinbar etc. as required					
a	GB0270 6A	each	8			
b	GB0272 16A	each	17			
104	Supply & Installation, testing & commissioning of miniature circuit breaker (MCB) triple pole & neutral, 415 volt A.C complete with all accessories suitable to fix on a din-bar etc. as required-GB0355 63A					
a	GB0355 63A	each	1			
b	GB0352 32A	each	2			



105	Supply & Installation, testing & commissioning of residual current circuit breaker (RCCB) 4 pole, sensitivity 30mA, 415 volt A.C complete with all accessories suitable to to fix on a din-bar etc. as required-GB0472 32A	each	2			
106	Supply & fixing of TPN distribution board (DIN type, horizontal/Vertical) without door, 415 volt A.C complete with all accessories without MCB/isolator/RCCB out going or incoming etc. as required	each	1			
a	GB0536 12 way	each	1			
b	GB0537 16 way	each	2			
107	Supplying, installation, testing & commissioning of pre-fabricated MS busbar chamber with copper busbar complete with all accessories etc. as required-GB0002 4 strips, 300mm bar, 100A	each	1			
108	Providing and laying of GEE slab earthing including all accessories, connection and complete as required as per standard earthing drawing-ET0130 GEE slab 5ft x 1ft x 5cm	each	7			
109	Supplying of 4- Core 1.1KV grade PVC insulated and sheathed Aluminium conductor armoured power cables-PC0179 16 sq.mm	m	80			



110	Laying of one number PVC insulated and sheathed power cable copper/aluminium,armoured/un-armoured 1.1KV single core to four core direct in the ground including excavation, sand cushioning, protective covering and refilling the trenches etc. as required-CL0002 Above 6sq.mm to 25sq.mm	m	65			
111	Supplying & fixing of Flat type Brass/Copper Thimble/lugs 1.1KV-PC0453 27mm dia, 16sq.mm	each	8			
112	Providing and laying of metal strip at 0.5m below ground level for as strip earth electrodes including soldering etc as required-ET0075 25x4mm G.I strip	m	25			
113	Providing & fixing Split Type Air Conditioners-AC0017 2 tonne, split type (Hot and Cold type, Inverter AC)	each	1			
	Total					



Form 17B: Bill of Quantities (Foreign currency): NA.

To be quoted either in US Dollar or Japanese Yen or Euro or Indian Rupees

Item No.	Description	Unit	Quantity	Unit Rate		Amount
				In figures	In Words	



SECTION VIIB - CONTRACT FORMS

(Form No. 18 to Form No. 23)

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



Form 18: Letter of Award of Contract

Reference No.

Date.....

To
[Name and Address of the Contractor]

Dear Sirs,

This is to notify you that your Bid dated..... for execution of the

..... [Name of the Contract and Tender No., as given in ITB] for the Contract Price of [Name of the currency and amount in words and figures as corrected and modified in accordance with the ITB] is hereby accepted by DGPC.

You are hereby requested to furnish Contract Performance Security, in the form detailed in GCC.18 for an amount of[insert amount of performance security]..... within Thirty (30) days of the receipt of this Letter of Award and the validity of the Contract Performance Security shall be up to[insert validity].....

Failure to submit the Contract Performance Security within the period stipulated above shall constitute a ground for the annulment of the award and entail forfeiture of Bid Security.

This letter is being issued to you in duplicate. Please retain one copy for your records and return the other copy to DGPC after recording on the letter “Accepted Unconditionally” under the signature of the authorised signatory.

Please acknowledge receipt.

Yours faithfully,

Signature

[Name and title of signatory]

[DGPC’s address]





Form 19: Contract Agreement

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

This agreement is made on this _____ (day, month, year) by and between Druk Green Power Corporation Ltd. , a Company registered under _____ (insert the relevant statutory act under which the company was incorporated) _____ and having its Registered Office at _____ (Address of DGPC) (hereinafter referred to as “DGPC”) which expression shall unless repugnant to the context or meaning thereof include its successors and assigns of the one part

AND

_____ (Name of Contractor or Joint Venture), a Company registered & existing under the laws of _____ (Name of Country and Registration details) and having its registered office at _____ (please enter the Addresses of the Contractor or each of the Partners in case of Joint Venture)

_____ (hereinafter to be collectively referred to for the sake of convenience as "the Contractor") which expression shall unless repugnant to the context or meaning thereof include their respective successors and permitted assigns of the other part.

Whereas DGPC is desirous that the Contractor executes the Contract No. _____ (name and identification number of the Contract) for _____ (hereinafter called the “Works”) and DGPC has accepted the Bid submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a Contract Price of _____ (Name of currency and value in words and figures).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall assume the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by DGPC to the Contractor as hereinafter mentioned, the Contractor hereby covenants with DGPC to execute and complete the Works and remedy the defects therein in conformity in all aspects with the provisions of Contract and shall not in any manner dilute the responsibilities, obligations and liabilities as defined in the said Contract to ensure completion and performance of the Works within the Time for Completion (in case of Joint Venture, the respective responsibilities, obligations, and liabilities of each of the partners of the Joint Venture as well as of the Leader of the JV in respect of execution shall be performed as laid under “The Joint And Several Responsibility And Liability Provisions” therein under the Contract).



3. DGPC hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and in the remedying the defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement :
 - i. Contract Agreement
 - ii. Letter of Acceptance
 - iii. Special Conditions of Contract
 - iv. General Conditions of Contract
 - v. Bill of Quantities
 - vi. Technical Specifications
 - vii. Drawings
 - viii. Contractor's Bid
 - ix. Any other documents listed in the SCC as forming part of the Contract.

In witness whereof the parties have caused this Agreement to be executed on the day, month, and year first written before.

The Common Seal of both the Parties is hereunto affixed in the presence of:

Signed Sealed and Delivered by the said Parties.

(Signature)
 (Name and Title of Signatory)
 (Name of Employer)

(Signature)
 (Name and Title of Signatory)
 (Name of Contractor)

In the presence of:
 WITNESSES:

1. (Signature)
 (Name & Address)



2. (Signature)
(Name & Address)



Form 20: Bank Guarantee for Contract Performance Security

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

Bank Guarantee No.

Date.....

To
[DGPC's Address]

Dear Sir/Madam,

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

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

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



commission on the part of DGPC or any other indulgence shown by DGPC or by any other matter or thing whatsoever which under the law would but for this provisions have the effect of relieving the Bank.

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

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

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

Dated this day of20 at

Witness:

..... (Signature) (Signature)
..... (Name) (Name)
..... (Official Address) (Official Address)

Authorized vide

Power of Attorney No:.....

Date.....

Note:	(@)This date will be thirty (30) days beyond the scheduled end of Defect Liability Period of the last work covered under the Contract (#) Complete mailing address of the Head Office of the Bank to be given
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Form 21: Bank Guarantee for Advance Payment

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

Bank Guarantee No.

Date.....

To
[DGPC's address]

Dear Sir/Madam,

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

We, [Insert name and address of the bank issuing Branch] having its Head Office at (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay DGPC immediately on demand any or all monies payable by the Contractor to the extent of [insert currency and amount of the advance]..... at any time up to @..... without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by DGPC on the Bank shall be conclusive and binding not withstanding any difference between DGPC and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

DGPC shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. DGPC shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants contained or implied in the Contract between DGPC and the Contractor or any other course or remedy or security available to DGPC. The Bank shall not be released of its obligations under these presents by any exercise by DGPC of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance



or other acts of omission or commission on the part of DGPC or any other indulgence shown by DGPC or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

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

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

Dated this day of 20 at

Witness:

..... (Signature) (Signature)
..... (Name) (Name)
..... (Official Address) (Official Address)

Attorney as per

Power of Attorney No:

Date.....

Note:	(@)This date will initially betwelve (12) months, which will be further extended upon instruction of the Project Manager, depending upon the amount of advance recovered.
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Form 22A: Deed of hypothecation for secured advances – Contractor’s plant and equipments

Date:
Contract No.:

This indenture made on ...*[insert date]*... by*[insert name of Contractor]*..... under the laws of ...*[insert name of country of Contractor]*....., having its principal place of business located at*[insert address]*..... (hereinafter referred to as the Contractor which expression shall where the context permits or implies be deemed to include his executors, administrators and or assigns) in favour of Druk Green Power Corporation Limited having its office at*[insert address of DGPC]*..... (hereinafter called DGPC which expression shall where the context permits or implies be deemed to include its successors or assigns).

WHEREAS the Contractor has been awarded the work of*[insert name of Works and Letter of Award reference]*.Vide letter of award no. ... dated*[insert date]*....., which has been unequivocally accepted by the Contractor.

WHEREAS the Contractor has applied to DGPC in terms of clause GCC.13.2.1 relating to the above referred LoA that he may be allowed an advance on the security of the plant and equipment absolutely belonging to him and brought by him to the Site of the Works.

WHEREAS the said plant and equipment are exclusively brought by the Contractor for use in the construction of the Works as mentioned in the LoA and the Bill of Quantities of the Contract, for the next six (6) months requirements from the date hereof.

WHEREAS the Contractor has undertaken to complete the Works using the plant and equipment vide the said item reference for the rates mentioned in the Bill of Quantities of the Contract.

WHEREAS DGPC has agreed to for the payment to the Contractor the sum of.....*[insert currency and sum in figure and words]*..... only on the security of the plant and equipment which are detailed in the secured advance bill no.....*[insert bill reference]*..... dated*[insert date]*..... for the said work signed by the Contractor.

NOW THIS INDENTURE witnessed in pursuance of the said consideration of the sum of*[insert currency and sum in figure and words]*..... only paid on execution of these presents to the Contractor by DGPC (the receipt of which the Contractor hereby acknowledges) as under:

That the said sum of*[insert currency and sum in figure and words]*..... only as paid for plant and equipment by DGPC to the Contractor as aforesaid shall be employed by the Contractor in and for the execution of the said Works and for no other purpose whatsoever.

That all the plant and equipment detailed in the said bill which have been offered and accepted by DGPC as security are absolutely the Contractor’s property and are free from encumbrances of any kind and the Contractor shall indemnify DGPC against all claims in respect of which the credit has been made to him as aforesaid.

That the plant and equipment detailed in the said bill on the security of which the payment has been made by DGPC shall be used by the Contractor solely in the execution of the said Works in accordance with the direction of DGPC and in the terms of the said Contract.

That the Contractor will make at his own cost all necessary arrangements for the proper watch and safe custody and protection against all risks of the said plant and equipment which shall remain at the Site of the said Works in the Contractor’s custody and his own responsibility and shall at all times be open to the inspection by DGPC or any officer authorized by him. In the event of the said



plant and equipment or any part thereof being stolen, destroyed, or damaged or becoming deteriorated in greater degree than due to reasonable use and wear thereof, the Contractor will forthwith replace the same with other plant and equipment of the like quality or repair and make good the same as required by DGPC.

That the plant and equipment detailed shall not on any account be removed from the Site of the said Works except with written permission of DGPC or any officer authorized by him on that behalf.

That the payment for the plant and equipment at Site shall be repayable in full as and when the Contractor receives payment from DGPC of the prices payable to him for the said Works under the provisions of the said Contract. Provided that if any intermediate payments are made to the Contractor on account of the work done, then on the occasion of each payment, DGPC will be at liberty to make recovery from the Contractor's bill for such payments by deducting there from the value of the said plant and equipment actually used in the construction in such a manner that by the time eighty percent (80%) work is complete, the total amount of advance is recovered from the Contractor.

That if the Contractor shall at any time during the execution of the Works, make any default in the performance or observation of any provision of the said Contract or these presents and if the advance may remain unadjusted or un-recovered, then the entire balance amount of the advance together with interest thereon at[insert rate of interest].... from the date of default will become payable by the Contractor to DGPC with all costs, charges, damages and expenses incurred by DGPC in or for the recovery thereof of the enforcement of this security or otherwise by covenants and agrees with DGPC to repay and pay the same respectively to him.

That the Contractor hereby creates charge and lien in favour of DGPC on all the said plant and equipment for the repayments to DGPC of the said sum of[insert currency and sum in figure and words].... only advanced as aforesaid and all costs, charges, damages, and expenses payable under this agreement provided always and it is hereby agreed and declared that notwithstanding anything in the said Contract and without prejudice to the power contained in the said Contract if and when the covenants for payments and repayment herein before contained shall become enforceable and money owing shall not be paid in accordance therewith, DGPC may at any time and thereafter adopt all or any of the following courses as he may deem fit:

- Seize and utilize the plant and equipment or any part thereof in the completion of the said Works on behalf of the Contractor in accordance with the provisions in that behalf contained in the Contract debiting the Contractor with the actual cost of effecting such completion and crediting the Contractor with the value of work done as per Contract at the rate thereby provided, if after affecting the aforesaid adjustment, any amount is outstanding against the Contractor, he has to pay the same to DGPC on demand.
- Remove/and/or sell by public auction, the seized plant and equipment or any part thereof and out of the monies arising from the sale retain all sums aforesaid repayable to DGPC under these presents and pay over the surplus, if any to the Contractor.
- Deducting all or any part of the money owing out of the contract performance security or any sum due to the Contractor under the said Contract.

That except in the event of such default on the part of the Contractor as aforesaid interest in the said advance shall not be payable.

That in the event of any conflict between the provisions of these presents and the said Contract, the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effects on these presents, the settlement of which has not herein before



expressly provided for, the same shall be referred to the[insert name of authority]..... whose decision shall be final and binding.

Signed, Sealed and delivered by the contractor in the presence of:

Witnesses

Contractor

- 1.
- 2.

DGPC

- 1.
- 2.

(Seal and designation of persons signing)



Form 22B: Deed of hypothecation for secured advances – Construction Materials

Date:
Contract No.:

This indenture made on ...[insert date]... by[insert name of Contractor]..... under the laws of[insert name of country of Contractor]....., having its principal place of business located at[insert address]..... (hereinafter referred to as the Contractor which expression shall where the context permits or implies be deemed to include his executors, administrators and or assigns) in favour of Druk Green Power Corporation Limited having its office at[insert address of DGPC]..... (hereinafter called DGPC which expression shall where the context permits or implies be deemed to include its successors or assigns).

WHEREAS the Contractor has been awarded the work of[insert name of Works and Letter of Award reference].Vide letter of Award No.... dated[insert date]....., which has been unequivocally accepted by the Contractor.

WHEREAS the Contractor has applied to DGPC in terms of clause GCC.13.2.2 relating to the above referred LoA that he may be allowed an advance on the security of the construction materialsabsolutely belonging to him and brought by him to the Site of the Works.

WHEREAS the said materials are exclusively brought by the Contractor for use in the construction of the Works as mentioned in the LoA and the Bill of Quantities of the Contract, for the next six (6) months requirements from the date hereof.

WHEREAS the Contractor has undertaken to complete the Works using the materials vide the item reference nos.-----*(insert the item reference no of the BOQ)* for the rates (including the cost of materials to be incorporated) mentioned in the Bill of Quantities of the Contract.

WHEREAS DGPC has agreed to for the payment to the Contractor the sum of[insert currency and sum in figure and words]..... only on the security of the materials which are detailed in the secured advance bill no.[insert bill reference]..... dated[insert date]..... for the said work signed by the Contractor.

NOW THIS INDENTURE witnessed in pursuance of the said consideration of the sum of[insert currency and sum in figure and words]..... only paid on execution of these presents to the Contractor by DGPC (the receipt of which the Contractor hereby acknowledges) as under:

That the said sum of[insert currency and sum in figure and words]..... only as paid for materials by DGPC to the Contractor as aforesaid shall be employed by the Contractor in and for the execution of the said Works and for no other purpose whatsoever.

That all the materials detailed in the said bill which have been offered and accepted by DGPC as security are absolutely the Contractor’s property and are free from encumbrances of any kind and the Contractor shall indemnify DGPC against all claims to any materials in respect of which the credit has been made to him as aforesaid.

That the materialsdetailed in the said bill on the security of which the payment has been made by DGPC shall be used by the Contractor solely in the execution of the said Works in accordance with the direction of DGPC and in the terms of the said Contract.

That the Contractor will make at his own cost all necessary arrangements for the proper watch and safe custody and protection against all risks of the said materials which shall remain at the Site of the said Works in the Contractor’s custody and his own responsibility and shall at all times be open



to the inspection by DGPC or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed, or damaged or becoming deteriorated in greater degree than due to reasonable use and wear thereof, the Contractor will forthwith replace the same with other materials of the like quality or repair and make good the same as required by DGPC.

That the materials detailed shall not on any account be removed from the Site of the said Works except with written permission of DGPC or any officer authorized by him on that behalf.

That the payment for the materials at Site shall be repayable in full as and when the Contractor receives payment from DGPC of the prices payable to him for the said Works under the provisions of the said Contract. Provided that if any intermediate payments are made to the Contractor on account of the work done, then on the occasion of each payment, DGPC will be at liberty to make recovery from the Contractor's bill for such payments by deducting there from the value of the said materials actually used in the construction in such a manner that by the time eighty percent (80%) work is complete, the total amount of advance is recovered from the Contractor.

That if the Contractor shall at any time during the execution of the Works, make any default in the performance or observation of any provision of the said Contract or these presents and if the advance may remain unadjusted or un-recovered, then the entire balance amount of the advance together with interest thereon at[insert rate of interest].... from the date of default will become payable by the Contractor to DGPC with all costs, charges, damages and expenses incurred by DGPC in or for the recovery thereof of the enforcement of this security or otherwise by covenants and agrees with DGPC to repay and pay the same respectively to him.

That the Contractor hereby creates charge and lien in favour of DGPC on all the said materials for the repayments to DGPC of the said sum of[insert currency and sum in figure and words].... only advanced as aforesaid and all costs, charges, damages, and expenses payable under this agreement provided always and it is hereby agreed and declared that notwithstanding anything in the said Contract and without prejudice to the power contained in the said Contract if and when the covenants for payments and repayment herein before contained shall become enforceable and money owing shall not be paid in accordance therewith, DGPC may at any time and thereafter adopt all or any of the following courses as he may deem fit:

- Seize and utilize the materials or any part thereof in the completion of the said Works on behalf of the Contractor in accordance with the provisions in that behalf contained in the Contract debiting the Contractor with the actual cost of effecting such completion and crediting the Contractor with the value of work done as per Contract at the rate thereby provided, if after affecting the aforesaid adjustment, any amount is outstanding against the Contractor, he has to pay the same to DGPC on demand.
- Remove/and/or sell by public auction, the seized materials or any part thereof and out of the monies arising from the sale retain all sums aforesaid repayable to DGPC under these presents and pay over the surplus, if any to the Contractor.
- Deducting all or any part of the money owing out of the contract performance security or any sum due to the Contractor under the said Contract.

That except in the event of such default on the part of the Contractor as aforesaid interest in the said advance shall not be payable.

That in the event of any conflict between the provisions of these presents and the said Contract, the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effects on these presents, the settlement of which has not herein before expressly provided for, the same shall be referred to the[insert name of authority]..... whose decision shall be final and binding.



Signed, Sealed and delivered by the contractor in the presence of:

Witnesses

Contractor

- 1.
- 2.

DGPC

- 1.
- 2.

(Seal and designation of persons signing)



Form 23: Validity extension of Bank Guarantee

Bank Guarantee No.

Date.....

To
[DGPC's Address]

Dear Sir/Madam,

Sub: Validity Extension of Bank Guarantee No. dtd..... for
.....[insert currency and amount of the Bank Guarantee]..... favouring
yourselves, expiring on..... on account of
M/s*..... in respect of Contract for procurement
of.....(insert name of the Works)..... for
..... Contract No. dated.....
(hereinafter called original Bank Guarantee).

At the request of M/s*..... we Bank having
branch office at and having Head Office at
..... do hereby extend our liability under the above mentioned
Bank Guarantee No..... dtd for a further period of.....Years/ Months from
..... to expire on

Except as provided above, all other terms and conditions of the original Bank Guarantee
No..... dtd..... shall remain unaltered and binding on us.

Please treat this as an integral part of the original guarantee to which it would be attached.

Yours Faithfully,

(Signature).....

(Name & Designation).....

(Bank's Seal).....

Authorized vide Power of Attorney No
.....

* In case of Joint Ventures, name of all partners of the Joint Venture shall be mentioned.



Note: The extension of the Bank Guarantee should be forwarded to the Plant/ Department/ Corporate Office, from where the extension has been sought.



SECTION VIII – PERFORMANCE EVALUATION SYSTEM



SECTION VIII – PERFORMANCE EVALUATION SYSTEM

1. INTRODUCTION

A contractor performance evaluation is a standardized, systematic and objective assessment of a contractor’s performance on a specific project contract. This enables DGPC to judge whether the contractor has performed the work to a high standard on a number of fronts, and whether it is worth engaging them for future projects.

The performance evaluation criteria shall be used by each Project Manager/Site Engineer immediately with the commissioning of any work or services after the award of contract. The contractors shall be evaluated as the work progresses.

2. OBJECTIVES

The main objectives of the performance evaluation of Contractors for works are as follows:

- To adopt a more holistic approach in reviewing overall performance of Contractor;
- To work with Contractor to raise safety and quality standards;
- To encourage an environment of continuous improvement by Contractor;
- To build partnership with Contractor in specific and strategic areas; and
- To have a list of preferred Contractor to be selected for limited bidding process

3. PERFORMANCE EVALUATION SYSTEM (PES)

The assessment of the Contractors shall be done as follows:

SN	Particulars	Score
3.1	Pre-construction	10%
3.2	Construction	80%
3.2.1	Administration	30%
3.2.2	Safety	10%
3.2.2	Quality	40%
3.3	Completion Time	10%
Total		100%

3.1 Pre-construction (10%)

SN	Particulars	Score	Key performance measurement	Remarks
3.1.1	Work Schedule	2%	On time submission =100% or else 0%	Reference to be taken from the kick off meeting, which must be held before the start of the work.



3.1.2	Method Statement/ Methodology	2%	Submitted on time and agreeable =100% After 1 st revision= 80% After 2 nd revision= 50% After 3 rd revision= 0%	As submitted along with the bid. Revision would mean, the methodology submitted does not suffice the requirement.
3.1.3	Mobilization	2%	Early= 120% On time= 100% Late= 0%	
3.1.4	Quality Assurance Plan (QAP)	2%	Submitted on time and agreeable =100% After 1 st revision= 80% After 2 nd revision= 50% After 3 rd revision= 0%	As submitted along with the bid.
3.1.5	Insurance certificate	2%	Submitted within 15 days of Contract Award= 100% Submitted along with 1 st RA Bill =50%	Date to be considered from the signing of contract agreement

3.2 Construction (80%)

3.2.1. Administration (30%)

SN	Particulars	Score	Key performance measurement	Remarks
3.2.1.1	Timely commencement	5%	<ul style="list-style-type: none"> • Early= 120% • On time= 100% • Late= 0% 	As per the contract Agreement
3.2.1.2	Deployment of manpower and machineries (as per contract)	2%	<ul style="list-style-type: none"> • Deployed as per schedule= 100% • Not as per schedule= 0% 	Reference to be considered from the Contract Agreement
3.2.1.3	Deployment of additional manpower and equipment for specific activities	5%	<ul style="list-style-type: none"> • As per schedule = 100% • 80% deployment = 80% • 50% deployment = 50% • Below 50% deployment = 0% 	<ul style="list-style-type: none"> • Based on work schedule / Works Program • Determined by implementing agency. • Based on monthly reports
3.2.1.4	Key construction materials arrangement	5%	Adequate and timely = 100% or else 0%	Based on the Review report and agreed by both the parties.



SN	Particulars	Score	Key performance measurement	Remarks
3.2.1.5	Joint measurement	2%	Full attendance of contractor's representative =100% or else 0%	Based on the written request made by the Project Manager/Site Engineer considering the convenient time of both the parties.
3.2.1.6	Accuracy of running bills	3%	Accurate=100% Good (has few errors)= 60% Poor (frequently misrepresents the actual work and has multiple errors)= 0%	Accuracy of the bills submitted by the Contractor shall be assessed.
3.2.1.7	Timely Progress Report submission	2%	✓ 80% and above compliance = 100% ✓ Above 50% and up to 80% = 50% ✓ Below 50% = 0%	Reference to be taken from Kick off meeting.
3.2.1.8	Cooperation and Coordination with Employer	2%	✓ Excellent (proactive and prompt)=100% ✓ Good (needs to be prompted by the client)= 80% ✓ Poor=0%	To be rated on the promptness of the Contractor on resolution of any issue and on following the guidelines set in the Contract Document. Also on the communication, returning of phone calls or replying of emails.
3.2.1.9	Meetings (Progress Review Meetings, Coordination Meetings, etc)	2%	Full attendance of contractor's representative = 100% or else 0%	Based on the written request made by the Project Manager/Site Engineer considering the convenient time of both the parties.
3.2.1.10	Payment to labour, sub-contractors and suppliers	2%	✓ Less than 3 written complains = 100% ✓ Above 3 written complaints = 0%	Based on the written complaints by labour or sub-contractors or suppliers

3.2.2 Safety (10%)



SN	Particulars	Score	Key performance measurement	Remarks
3.2.2.1	Site Safety management (Signage/Barriers/ housekeeping/PPE/ others*)	4%	<ul style="list-style-type: none"> ✓ 100% compliance = 100% ✓ 80% compliance = 50% ✓ Less than 80% = 0% 	The Safety requirement to be specified in the Kick off meeting and according make the assessment based on the same.
3.2.2.2	Safety awareness and orientation	2%	<ul style="list-style-type: none"> ✓ Monthly = 100% ✓ Quarterly = 50% 	Assessment to be made based on the attendance sheet and report submitted by designated Safety Officer of contractor.
3.2.2.3	Safety Officer/Safety Supervisor	2%	<ul style="list-style-type: none"> ✓ Appointed = 100% ✓ Not appointed = 0% 	Designated safety officer need to be identified and mentioned in the kick off meeting.
3.2.2.4	Accident	2%	<ul style="list-style-type: none"> ✓ Zero CDL = 100%. ✓ Up to 2 incidences = 80% ✓ More than 2 incidences = 0% 	Accident would mean an accident that would result in absence from the work.

Note- *Separate list would be prepared considering the risk and safety aspects of the work (based on the nature of work). The list to be finalized before the start of the work (during the kick off meeting) and it shall be inline with the safety requirements specified by MoLHR.

3.2.3 Quality (40%)

SN	Particulars	Score	Key performance measurement	Remarks
3.2.3.1	Compliance to Drawings/Specifications/ methodology	13%	<ul style="list-style-type: none"> ✓ Strict adherence =100% ✓ With minor deviations= 80% ✓ Frequent non-compliance= 0% 	<ul style="list-style-type: none"> ✓ Minor deviations would mean deviations which does not lead to major issues to the project. ✓ Frequent non-compliance would mean non-



				compliance leading to delays.
3.2.3.2	Inspections	5%	<ul style="list-style-type: none"> ✓ 80% compliance = 100% ✓ Below 80% compliance = 0% 	To be measured based on written request (adequate inspection time to be provided and full attendance of contractor's representative).
3.2.3.3	Implementation of QAP (Test reports to be submitted, where necessary)	12%	<ul style="list-style-type: none"> ✓ Implementation (60%) = 100% or else 0% ✓ Test reports submission (40%) = 100% or else 0% 	
3.2.3.4	Response to Non-compliance, Complaints and Notices	5%	<ul style="list-style-type: none"> ✓ 100% response = 100% ✓ 80% response = 80% ✓ Less than 80% response = 0% 	Calculation will be based on the number of requests made by the Project Manager/Project Engineer.
3.2.3.5	Documentation	5%	<ul style="list-style-type: none"> ✓ Outstanding=100% ✓ Marginal (omissions of submittals resulting in errors and leading to revision of the schedule) =50% ✓ Unsatisfactory = 0% 	The documentation to be submitted by the contractor based on the schedule and as agreed during the kick off time.

3.3 Completion Time (10%)

SN	Particulars	Score
3.3.1	Completion	Early=120% On time= 100%
3.3.2	Delay up to 20%	80%
3.3.3	Delay > 20%	0%

4. CONTRACTOR ASSESSMENT CATEGORY

The Contractors shall be categorized into three categories as under:

Category	Score	Remarks
A	80-100	Recommended/Preferred Contractors
B	50-79	<ul style="list-style-type: none"> ✓ Contractors must be developed; ✓ Consider, but with mandatory debriefing on the short comings.



C	0-49	Contractors not qualified
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5. EVALUATION PERIOD AND DEBARMENT

5.1. Evaluation period

The Performance evaluation shall be carried out after the commencement of any project till its closure.

5.2. Debarment of Contractors

Based on the assessment of contractors at the closure of each project, all non-performing Contractors shall be referred to the Debarment Committee as per the Debarment Rules 2019 of RGoB. The non-performing contractor falling under category B and C shall be subjected to referral to the Debarment Committee and the decision of the Committee shall be final and binding.

