



༄། །འབྲུག་མི་སེར་སྐོར་གཞི་བཟུང་ཚད།

DRUK HOLDING & INVESTMENTS LTD.

STANDARD BIDDING DOCUMENT

WORKS



NIT No.

Date:16/2/2026

Notice Inviting Tender

State Mining Corporation Limited invites eligible bidders to submit your bid for the construction of RRM Walls and Gabion wall at Chunaikhola Dolomite Mine, Phuntshopelri as per the following Terms and Conditions.

Terms and Conditions

1. Scope of Work

- 1.1. The scope of the Work is for the construction of RRM Walls & Gabion Wall at Chunaikhola Dolomite Mine, Pugli, Phuntshopelri, Samtse. The technical specification and the Bill of Quantity are as attached at **Annexure -I**.

2. Clarification to the bidding document

- 2.1. Further information can be obtained in writing from *Druptbo Wangdi, Procurement Manager* @*manager.procurement@smcl.bt* not later than 4 days from the date of bid submission.

3. Documents comprising bid

- 3.1. The bid must comprise the following documents:
- Bid Security
 - Valid CDB and Trade license
 - GST Number
 - Tax clearance
 - Bill of Quantity
 - Drawings and any other relevant documents

4. Bid Price

- 4.1. All prices shall be quoted in Ngultrum. The quoted price shall be inclusive of taxes, duties and other levies.

5. Bid Validity

- 5.1. The bid shall be valid for 30 days from the date of submission of the bid. In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses shall be made in writing. A bid valid for a shorter period shall be considered non-responsive.

6. Bid Security

- 6.2. The bid shall be accompanied by the bid security of 10% of bid price in the form of Cash Warrant/ Unconditional Bank Guarantee/ Banker Cheque/ Demand draft in the name of the State Mining Corporation Limited issued by the Financial Institution enforceable in any Banks in Bhutan.

6.2

7. Submission of Bids

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

**Chief Executive Officer,
State Mining Corporation Limited,
Corporate office, Samtse Bhutan**

8. Submission deadline

The deadline for receipt of bid(s) by the Employer is 27/02/2026 by 1:00 PM. Bids by electronic means *are not acceptable*

9. Bid Opening

9.2. The bid(s) will be opened in the presence of bidders or their representatives who choose to attend at SMCL Conference Hall at 2:30 PM on 27/02/2026. In case due date of the opening of the bid falls on non-working day, the opening of the bid shall be the next working day at the same time.

10. Evaluation of Bid

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

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

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

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

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

12. Award of Contract

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

13. Performance Security

13.2. Performance security shall be 10% of total contract value.

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

14. Variation

14.2. Introducing a Change

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

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

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

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

14.2.4. Notwithstanding 14.2.3, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

14.2.5. The Contractor shall be under obligation to agree for the Changes as may be required during the execution of the Contract as per directions of the Project Manager and execute such changes at the same rates included in the Contract, provided the total effect of such changes does not exceed the limit of plus/minus twenty percent (+-20%) of the Contract Price. Such

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

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

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

15. **Extension of time for Completion**

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

16. **Work Completion Period**

16.2. The work is required to be completed within 35 days from the date of issuance of work order.

17. **Force Majeure**

17.2. "Force Majeure" shall mean any unavoidable event beyond the reasonable control of Employer or of the Contractor, as the case may be, and which has impeded the progress of work unreasonably and shall include, without limitation to the following:

- a) War, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war;
- b) Rebellion, terrorism, revolution, sabotage by persons other than the Contractor's personnel, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts;
- c) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's personnel;

- d) Munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity;
- e) Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any government authority;
- f) Embargo, import restriction, port congestion, , industrial dispute, shipwreck, shortage or restriction of power supply, epidemics/pandemic, quarantine and plague;
- g) Natural catastrophes such as earthquake, hurricane, typhoon, volcanic activity, fire, landslide or flood;
- h) The physical conditions or artificial obstructions on the Site.

17.3. In the event that the Contractor is delayed in performing any of their respective obligations under the Contract, and such delay is caused by force majeure, such delay may be and the period of such delay may be added to the time of performance of the obligation delayed.

18. Liquidated Damage

18.2. If the Contractor fails to complete the work within the period specified in the Contract, the Employer shall deduct liquidated damages at the rate of 0.3 per day for each day of delay to a maximum of 10% of the Contract price.

19. Payment Terms

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

19.3. The mobilization advances of 10% shall be released at the time of issue of work order upon receiving performance security.

20. Defect liability Period

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

21. Termination

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

22. Suspension

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

23. **Governing Law**

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

24. **Dispute Resolution**

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

Annexure- I

Bill of Quantities (BoQ)

State Mining Corporation Limited					
Bill of Quantities (BoQ) for Construction of RRM Wall - 6m Ht. (2 Panel of 10 m Each)					
Name Work	Construction of RRM Retaining Wall				
Location	Along Top Mines Access Road - Chuniakhola Dolomite Mines				
Date					
Bidder Name					
SN#	Descriptions	Qty	Units	Rate	Amount
1	Earth work in excavation over areas using Excavator, exceeding 300mm in depth, 1.5m in width as well as 10 sq.m in area on plan, including dressing, levelling and disposal of excavated earth, lead up to 50m and lift up to 1.5m.	72.00	Cu.m		
2	Providing and laying dry hand packed rubble masonry with stone boulders >0.04Cu.m	10.80	Cu.m		
3	Providing and laying in position plain cement concrete excluding the cost of centering and shuttering - All work upto plinth level. 1:3:6 (1 cement : 3 sand : 6 graded crushed rock 20 mm nominal size)	8.80	Cu.m		
4	Providing & laying Random Rubble Masonry with hard stone in foundation & plinth, In cement mortar 1:4	141.00	Cu.m		
5	Providing & fixing centering and shuttering with timber including strutting, propping etc. and removal of formwork- Foundations, Footings, all works upto Plinth Level, etc.	9.76	Sq.m		
6	Providing & placing of the 110 mm dia PVC pipe for weephole	80.64	m		
7	Incorporation of Occupational Health and Safety measures at construction sites as per the attached requirements list. The standards and specifications for the Insurance, OHS materials and (or) equipment shall be in compliance with the Labour and Employment Act - 2007, Regulation on Occupational Health, Safety and Welfare - 2012, and other relevant national documents. All OHS items will remain as the property of the bidder upon completion of the project.	1	L/S		
				Total Amount	

State Mining Corporation Limited					
Bill of Quantities (BoQ) for Construction of RRM Wall - 3m Ht. (8 Panels of 10 m Each)					
Name Work		Construction of RRM Retaining Wall			
Location		Along Top Mines Access Road - Chuniakhola Dolomite Mine			
Date					
Bidder Name					
SN#	Descriptions	Qty	Units	Rate	Amount
1	Earth work in excavation over areas using Excavator, exceeding 300mm in depth, 1.5m in width as well as 10 sq.m in area on plan, including dressing, levelling and disposal of excavated earth, lead up to 50m and lift up to 1.5m.	136.00	Cu.m		
2	Providing and laying dry hand packed rubble masonry with stone boulders >0.04Cu.m	20.40	Cu.m		
3	Providing and laying in position plain cement concrete excluding the cost of centering and shuttering - All work upto plinth level. 1:3:6 (1 cement : 3 sand : 6 graded crushed rock 20 mm nominal size)	18.80	Cu.m		
4	Providing & laying Random Rubble Masonry with hard stone in foundation & plinth, In cement mortar 1:4	299.00	Cu.m		
5	Providing & fixing centering and shuttering with timber including strutting, propping etc. and removal of formwork- Foundations, Footings, all works upto Plinth Level, etc.	35.76	Sq.m		
6	Providing & placing of the 110 mm dia PVC pipe for weephole	215.04	m		
7	Incorporation of Occupational Health and Safety measures at construction sites as per the attached requirements list. The standards and specifications for the Insurance, OHS materials and (or) equipment shall be in compliance with the Labour and Employment Act - 2007, Regulation on Occupational Health, Safety and Welfare - 2012, and other relevant national documents. All OHS items will remain as the property of the bidder upon completion of the project.	1	L/S		
Total Amount					

State Mining Corporation Limited						
Bill of Quantities (BoQ) for Construction of Gabion Wall						
Name Work	Construction of Gabion wall					
Location	Along Top Mines Access Road - Chuniakhola Dolomite Mine (RL-580)					
Date						
Bidder Name						
SN#	Descriptions	Nos.	Qty	Units	Rate	Amount
1	Earth work in excavation (manually) over areas, depth >300mm, width >1.5m, area >10 Sq.m on plan, including disposal of excavated earth within 50m lead and 1.5m lift & disposed soil to be neatly dressed- All types of rock with or without blasting .	1	45	Cu.m		
2	Providing & filling hand-packed stone in G.I mesh of wire 3.25mm (10swg) including supplying of machine woven mesh complete .-Doubly twisted hexagonal mesh 100mm x 120mm opening.	1	130	Cu.m		
3	Incorporation of Occupational Health and Safety measures at construction sites as per the attached requirements list. The standards and specifications for the Insurance, OHS materials and (or) equipment shall be in compliance with the Labour and Employment Act - 2007, Regulation on Occupational Health, Safety and Welfare - 2012, and other relevant national documents. All OHS items will remain as the property of the bidder upon completion of the project.	1	1	L/S		
				Total Amount		