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STANDARD BIDDING DOCUMENT FOR

Repair & Maintenance of Magazine-KGM





NIT No. SMCL /HRAD / PROC - 01/2025/107/6

5th December, 2025

Notice Inviting Tender

State Mining Corporation Limited invites eligible bidders to submit your bid for the Repair & Maintenance of Magazine-KGM as per the following Terms and Conditions.

Terms and Conditions

- 1. Scope of Work
- 1.1. The scope of the Work is Construction of RCC slab for the magazine and Dismantling of the roof of existing structure as per the BOQ. 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 <u>smel.tender@smel.bt</u> not later than 4 days from the date of bid submission.
- 3. Documents comprising bid
- 3.1. The bid must comprise the following documents:

Note: Project duration 60 days

- a) Bid Security
- b) Valid CDB and Trade license
- c) Latest Tax clearance Certificate
- d) Filled Bill of Quantity (with seal and sign)
- Bid Price
- 4.1. All prices shall be quoted in Ngultrum. The quoted price shall be inclusive of taxes, duties and other levies.
- Bid Validity
- 5.1. The bid shall be valid for 60 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

- 6.1. The bid shall be accompanied by a bid security of Nu. 16,000/- only, in the form of Cash Warrant/ Unconditional Bank Guarantee/ Banker Cheque/ Demand draft in favour of State Mining Corporation Limited, Samtse Bhutan.
- 6.2 The Bid security shall be valid 30 days beyond the bid validity period.
- 6.3 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 Employer as non-responsive.
- 6.4 The bid security shall be forfeited in the following cases:
 - a) If the Bidder withdraws the bid after Bid opening during the period of Bid validity;
 - b) If the Bidder does not accept the correction of the Bid price;
 - c) In the case of a successful bidder, if the bidder fails to sign the Contract or furnish Performance Security within the specified time limit.

7. Submission of Bids

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

Senior Manager State Mining Corporation Limited, Khothakpa Gypsum Mine, Pemagatshel

- 8. Submission deadline
- 8.1. The deadline for submission of bid(s) by the Employer on 19/12/2025 at 14:00 hrs and Bids by electronic means are not acceptable.
- 9. Bid Opening
- 9.1. The bid(s) will be opened in the presence of bidders or their representatives who choose to attend on 19/12/2025 at 14:30 hrs in Khothakpa site office.
- 10. Evaluation of Bid
- 10.1. 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.
- 10.2. 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
- 11.1. 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
- 12.1. 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
- 13.1. The contractor shall be required to furnish performance security of 10% of the quoted price in the form of cash warrant, demand draft or unconditional Bank Guarantee in favour of State Mining Corporation Limited. Performance Security shall be released after handing-taking over of the works.
- 13.2. The 10% of the payment shall be retained as retention money till the issuance of No Defects Liability Certificate.
- 14. Variation

14.1. Introducing a Change

14.1.1. 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.
- 14.1.2. 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.
- 14.1.3. 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. SMCL may at its discretion approve or reject any Change proposed by the Contractor.
- 14.1.4. Notwithstanding Error! Reference source not found.14.1.1 and 14.1.314.1.2, 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.
- 14.1.5. 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:
- 14.1.6. 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

15.1. 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. Force Majeure

- 16.1. "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 radioactivity, 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.
- 16.2. 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.

17. Liquidated Damage

17.1. 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% of contract price per day for each day of delay to a maximum of 10% of the Contract price.





18. Payment Terms

- 18.1. The Contractor's request for payment shall be made to Employer in writing accompanied by invoices and documents, describing, as appropriate, the work done and related services performed in fulfilment of the obligations stipulated in the Contract.
- 18.2. Payment shall be made promptly by Employer, no later than 30 (thirty) days after the receipt of bills and documents in accordance with Clause 18.1 of this bidding documents, provided that the documents are compliant with all the requirements of Employer.
- 18.3. No payment made by Employer herein shall be deemed to constitute acceptance by Employer of the works or any part(s) thereof.
- 18.4. 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. Defect liability Period

19.1. The defects liability period shall be a period of 6 months.

20. Termination

20.1. 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.

21. Suspension

21.1. 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. 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.

22. Governing Law





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

23. Dispute Resolution

23.1. 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)

	BOQ for Repair	& Mainte	nance of	Magazine	-KGM
SN#	Descriptions	Qty'	Units	Amount	Amounts in words
1	Dismantling and Demolition Work	-2			
1.1	Demolishing brick work including stacking useful materials & disposal of rubbish within 50m lead- In cement mortar	2.72	сит		
1.2	Dismantling steelwork in single sections including dismembering and stacking within 50m lead	1652.85	Kg		
1.3	Dismantling G.I sheets including ridges, hips, valleys, gutters & stacking materials within 50m lead	149.60	Sq.m		
1.4	Dismantling barbed wire, flexible wire including making rolls & stacking within 50m lead	60.00	Kg		
1.5	Extra for cutting reinforcement bars in reinforced cement concrete and reinforced brickwork (payment to be made for the cross	18.00	sq.m	c	
2					
2.1	Providing & fixing in position dressed wood work in frames of doors, windows, clerestory windows and other frames, wrought and framed-Class' A' (conifer)	0.05	Cu.m	de la resta de	ga productiva por Salachar Agramação - Construido por esta por esta de construição de como
2.2	Providing & fixing flush door shutters (pre-fabricated), block-board core with ply veneer, chemically treated-35mm	2.40	Sq.m		
2.3	Providing & fixing anodised aluminum sliding door bolts with nuts and aluminium screws etc. complete	1.00	each		





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3.1	Providing & fixing G.I barbed Wire Netting including fixing of post or struts, G.I staples, coal tarring in case of ballies complete (posts/struts, earthwork, concrete paid separately)- 2.5mm, (12 SWG), 4 barbs form by twisting two-point wires, each two turns, pitch of barbs 75mm	228.00	m	
3.2	Providing & fixing 450mm Dia 2.5 mm G.I Concertina Razor wire.	68.40	kg	
3.3	Steel work in single section including cutting, hoisting, fixing and applying priming coat of red lead paint- In Tees, angles and channels. (50x50x6).	123.96	kg	
4				10 N
4.1	Providing & laying in position reinforced cement concrete work in suspended floor, roofs having slope up to 15 Degree, landings, balconies, shelves and chajjas upto floor five level excluding the cost of centering, shuttering and reinforcement with 1:1.5:3 (1 cement: 1.5 sand: 3 graded crushed rock 20 mm nominal size)	21.74	снт	
4.2	Providing & laying in position reinforced cement concrete work in beams, lintels, bands, plain window sills, staircases, spiral staircases upto floor five level excluding the cost of centering, shuttering and reinforcement with 1:1.5:3 (1 cement: 1.5 sand: 3 graded crushed rock 20 mm nominal size) Providing & fixing centering and shuttering (formwork) using Shuttering Plywood, including Timber frame and	4.45	сит	
	timber strutting, propping with complete form tie system etc. and removal of formwork -	the state of the second	heretala estructura que	and the control of the second
4.3	Suspended floor, roof, landing, shelves and their supports, balconies, chajjas, etc.	173.91	sq.m	
4.4	Lintels, beams, girders, bressummers, cantilevers etc.	37.38	sq.m	





4.5	Providing & fixing Thermo- Mechanically Treated reinforcement bar	3770.7772	kg		
	(Yield Strength 500 MPa) for R.C.C work including cutting, bending, binding and placing in position complete				
5	1 8 1				
5.1	Providing & laying Second-Class Brick work in Foundation & Plinth In cement mortar 1:4	0.76	cum		
6	d у рытакания учання видом тобыческой откудающами из окупена бого		more motores s	en state and the state of the	s and the source in the second of the first second
6.1	Providing & laying 12mm cement plaster with C.M 1:4	76.17	sq.m		
7					
7.1	Providing & fixing P.V.C plain bend 110mm dia	38	each		
7.2	Providing & fixing P.V.C Single Tee with door 110mm dia	19	each		
7	Incorporation of Occupational Health and Safety measures at construction sites, including Insurance, Personal Protective Equipment (PPE), First Aid kits, Boundary Fencing, Scaffolding, Safety nets, Traffic management, signage etc as listed in the specifications. The standards and specifications for the Insurance, OHS materials and (or) equipment shall comply with the Labor and Employment Act 2007, Regulation on Occupational Health, Safety and Welfare - 2012, and other relevant national documents. All OHS items will remain the property of the bidder upon completion of the project.	1	L/s		g v Common and the commander of the common and the
8	Providing temporary living accommodation which includes bed room, kitchen, and toilet cum bathroom	1	L/s		
	including proper water supply and electricity as per the drawing and temporary living accommodation standards. The accommodation facilities must be dismantled and cleaned upon the completion of project. All reusable materials of the accommodation facilities will remain as the property of the bidder upon completion of the project.				





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