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PUNATSANGCHHU-II HYDROELECTRIC PROJECT AUTHORITY



BIDDING DOCUMENT
FOR
SUPPLY OF BUSES AND LIGHT VEHICLES

Tender No.: PHPA-II/CE(P&C)/219/2026/29 Dated: 13.06.2026

JUNE 2026



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NOTICE INVITING TENDER (NIT)



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DETAILED NOTICE INVITING TENDER (NIT)

Punatsangchhu-II Hydroelectric Project Authority (PHPA-II) invites sealed Bids from the authorized Bhutanese & Indian dealers for “**Supply of Buses and Light Vehicles**”

1. Detailed specifications, scope of supply and terms and conditions are given in the Bidding Document which are enclosed as per the following schedule:

NIT No.	:	PHPA-II/CE(P&C)/219/2026/29 Date: 13.06.2026
Document availability date & time	:	13.06.2026 to 13.07.2026
Bid receipt date & time	:	On or before 13.07.2026 upto 10:00 Hrs. (BST)
Bid opening date & time & venue	:	13.07.2026 at 10:30 Hrs. (BST) Office of the Chief Engineer, Proc. & Contracts Wing, Punatsangchhu-II Hydroelectric Project, Bjimthangka, Wangdue Bhutan.

2. A non-refundable tender fee of Nu./Rs. **5,000.00** in the form of a Demand Draft (DD) or Cash Warrant drawn in favor of PHPA-II, shall be submitted during the submission of bids,

OR

Shall be deposited directly into PHPA-II's Account No. **102081338** maintained with the Bank of Bhutan, Wangdue, or Account No. **32379019627 (IFSC: SBIN0006278)** maintained at SBI Jaigaon, West Bengal, India, and submit the proof of payment during the submission of bids.

3. Issue 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 in the BDS and shall be opened in the presence of Bidder's representatives who choose to attend.
4. All Bids must be accompanied by Bid Security as specified in the BDS. 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 at the time of the opening.



5. Eligibility and Qualification Requirement for Bidders shall be as specified in the BDS.
6. PHPA-II 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.



Chief Engineer,
Procurement & Contracts,
PHPA-II, Bjimthangkha, Wangdue.



SECTION I – INSTRUCTIONS TO BIDDERS



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CONTENTS

A. INTRODUCTION.....	1
1. Scope of Supply.....	1
2. Fraud and Corruption.....	1
3. Eligible Bidders.....	2
4. Exclusion of Bidders.....	3
5. Joint Venture Bids.....	4
B. BIDDING DOCUMENTS.....	4
6. Contents of Bidding Documents.....	4
7. Clarification of Bidding Documents.....	5
8. Pre-Bid Meeting.....	6
9. Amendment of Bidding Documents.....	6
C. PREPARATION OF BIDS.....	6
10. Cost of Bidding.....	6
11. Language of Bid.....	7
12. Alternative Bids.....	7
13. Documents Comprising the Bid.....	7
14. Bid Prices and Discounts.....	7
15. Currencies of Bid and Payment.....	7
16. Bid Validity Period.....	8
17. Bid Security.....	8
18. Bidding Condition.....	9
19. Format and Signing of Bid.....	9
D. SUBMISSION OF BIDS.....	9
20. Submission of Bids.....	9
21. Deadline for Submission of Bids.....	10
22. Late Bids.....	11
23. Modification and Withdrawal of Bids.....	11
E. BID OPENING AND EVALUATION.....	12
24. Bid Opening.....	12
25. Confidentiality of Bids.....	13
26. Clarification of Bids.....	13
27. Preliminary examination of bids and Determination of Responsiveness.....	13
28. Corrections of Errors in Bids.....	14
29. Detail Evaluation and Comparison of Bids.....	14
30. Abnormally High / Low Bids.....	15
31. Margin of preference.....	15
32. Purchaser's Right to Accept Any Bid, and Reject Any or All Bids.....	16
F. AWARD OF CONTRACT.....	16
33. Award Criteria.....	16
34. Issue of Purchase Order (PO)/Contract Agreement.....	16
35. Performance Security.....	17



A. INTRODUCTION

1. Scope of Supply

- 1.1 The scope of the supply shall be as indicated in the Bid Data Sheet (BDS)/ the Price Schedule. The name and identification number of the contract is provided in the NIT.

2. Fraud and Corruption

- 2.1 As per the RGoB policy, Purchaser require that the Bidders and Suppliers observe the highest standards of ethics during the procurement and execution of contracts. The terms "Corrupt Practice", "Fraudulent practice": "Collusive practice", "Coercive practice" and "Obstructive practice" shall be as per the definition in **GCC 1** In pursuance of this policy, the Purchaser:

- a) will reject a proposal 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.
- b) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing for the contract.
- c) will have the right to require that a provision be included in Bidding Documents and in contracts, requiring Bidders, Suppliers, and their Subcontractors to permit the Purchaser, any organization or person appointed by the Purchaser to inspect their accounts and records, and other documents relating to their Bid submission and contract performance and to have them audited by auditors appointed by the Purchaser.
- d) requires that Bidders, as a condition of admission to eligibility, execute and attach to their bids an Integrity Pact Statement in the form provided in Section V. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Bid; and
- e) will report any case of corrupt, fraudulent, collusive, coercive, or obstructive practice to the relevant RGoB agencies, including but not limited to the Anti-Corruption Commission (ACC) of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.



3. Eligible Bidders

3.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country specified in the BDS, subject to the restrictions specified in **ITB Clause 4**. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or 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 proposed subcontractors or suppliers for any part of the Contract including Related Services.

3.2 A Bidder shall not have a conflict of interest. All Bidders 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 this bidding process if they:

- a) are associated, or have been associated in the past, with a firm or any of its affiliates that has been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and/or other documents to be used for the procurement of the Goods and related Service to be purchased pursuant to these Bidding Documents, or
- b) submit more than one Bid in this bidding process, except for alternative offers permitted under **ITB Clause 12**. However, this does not limit the participation of subcontractors in more than one Bid.
- c) employ or otherwise engage, either directly or through any of their affiliates, a dependent or close relative of the Purchaser employee or has an authority over it. For the purposes of this Sub-Clause, a close relative is defined as an immediate family which includes a father, mother, brother, sister, spouse, and own children.
- d) 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 in the Bid of another Bidder, or influence the decisions of Purchaser regarding this bidding process; or have the same legal authorized representative for purposes of this Bid.
- e) A Purchaser 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.

3.3 If so, specified in the BDS, if a Foreign/expatriate Bidder, who is currently not doing business within the Kingdom of Bhutan, is awarded the contract, the Bidder may be represented by an agent in the Kingdom of Bhutan. The agent shall be a legal entity, equipped and able to carry out the Supplier's obligations.



- 3.4 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. The agent and the Foreign Bidder shall not be permitted to submit separate bids in the same bidding process. On the other hand, an agent shall not be allowed to work with and represent more than one party/Bidder.
- 3.5 In case of JV with any of the Bhutanese Bidder the payment to the Bhutanese member of the JV for the services from within Bhutan shall be in local currency.
- 3.6 The Bidder shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4. Exclusion of Bidders

- 4.1 A Bidder shall be excluded from participating in this bidding process under the following circumstances:
- a) Bidder is insolvent or is in receivership or is bankrupt or is in the process of being wound up; or has entered into an arrangement with creditors; or
 - b) Bidder's affairs are being administered by a court, judicial officer, or appointed liquidator; or
 - c) 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) Bidder has been found guilty of professional misconduct by a recognized tribunal or professional body; or
 - e) Bidder has not fulfilled his obligations with regard to the payment of taxes, or other payments due in accordance with the laws of the country in which he is established or of the Kingdom of Bhutan; or
 - f) Bidder has been convicted for fraud and/or corruption by a competent authority, or
 - g) Bidder is guilty of serious misrepresentation in supplying information in this tender; or
 - h) The Bidder has been debarred/blacklisted from participation in public procurement by the competent authority; or
 - i) as a matter of law or official regulation, RGoB prohibits commercial relations with the country in which the Bidder is constituted, incorporated, or registered.



5. Joint Venture Bids

- 5.1 Bids submitted by a joint venture, if so, permitted in the BDS, formed by a number of legal entities as specified in the BDS subject to the condition that the total number of legal entities shall not exceed three (3) entities, shall comply with the following requirements:
- a) The Bid shall be signed by an authorized signatory of the joint venture. who has been authorized by all the other members, so that the bid is legally binding on all members.
 - b) One of the partners shall be designated as leader who shall have the authority to conduct all business for and behalf of any and all members of the joint venture. This authorization shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories of the other members:
 - c) The leader shall be authorized to receive instructions for and on behalf of any and all members of the Joint Venture and the entire execution of the contract, including payment, shall be done exclusively with the leader;
 - d) All members of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with its terms; and
 - e) A copy of the agreement entered into by the joint venture members as per the format provided in the bidding documents shall be submitted with the Bid. In order for JV to qualify. either the lead partner must meet the minimum technical qualification requirements or can be met jointly by the JV partners. as specified in the BDS.
- 5.2 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.
- 5.3 A firm can be a member in only one joint venture: bids submitted by joint ventures including the same firm as member in more than one JV in the same bidding process shall be rejected.

B. BIDDING DOCUMENTS

6. Contents of Bidding Documents

- 6.1 The bidding documents are those as stated below and should be read in conjunction with any corrigendum/modification issued on these documents:

Notice Inviting Tender (NIT)



- Instructions to Bidders
 - Bid Data Sheet (BDS)
 - General Conditions of the Contract
 - Special Conditions of Contract (SCC)
 - Forms
 - Bill of Quantity (BoQ)
- 6.2 The bidder is expected to examine carefully the contents of all the above documents. Failure to comply with the requirement of bid submission will be at bidders' own risk. Bids, which are not substantially responsive to the requirement of the bidding document, will be rejected. Prior to last date of submission of tender the Purchaser, for any reason whatsoever, may modify the tender by issuing corrigendum, which will become a part of tender document. No modification of bid shall be permissible after last date of submission, whatever may be the reason.
- 6.3 The PHPA-II at its discretion may extend as necessary the deadline for submission of tender, if considered necessary.

7. Clarification of Bidding Documents

- 7.1 The Bidder shall examine the bidding documents thoroughly in all respects and if any conflict, discrepancy, error or omission is observed, the Bidder may request clarification promptly. A prospective Bidder requiring any clarification on the bidding documents may notify Purchaser in writing by post or e-mail, to the address mentioned in BDS, not later than the date and time specified in BDS.
- 7.2 Purchaser shall issue clarification(s) as it may think fit in writing by post or e-mail prior to the deadline/ extended deadline for submission of Bids prescribed by Purchaser. All such clarifications shall form part of the bidding documents and shall accompany the Bidder's bid
- 7.3 For the information of all Bidders, the clarifications (including a description of the enquiry but without identifying its source) will be sent to all prospective bidders.
- 7.4 Bidders shall not be allowed to seek any clarification on the bidding documents in person or by telephone or other verbal means. Any queries sent by the Bidders after the date and time notified in the BDS or extended date, if any, shall not be entertained.
- 7.5 Should Purchaser deem it necessary to amend the bidding documents as a result of a clarification, it shall do so following the procedure under **ITB Clause 9.**



7.6 Any failure on the part of the Bidder to comply with the provisions under **ITB Clause 7** shall not excuse him/her for performing the works in accordance with the contract, in case of award.

8. Pre-Bid Meeting

8.1 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 purchased the bidding documents shall attend pre-bid meeting to be held on the date, time and location specified in BDS.

8.2 Non-attendance at the pre-bid meeting shall 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.

8.3 Minutes of 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 Bidders who have downloaded the bidding documents

8.4 Any modification to the bidding documents that may become necessary as a result of the pre bid meeting shall be made by Purchaser through the issue of an addendum pursuant to **ITB Clause 9**.

9. Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the PHPA-II may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by the issuance of a Corrigendum/Addendum.

9.2 The corrigendum/addendum will be sent in writing to all prospective bidders and the bidders shall promptly acknowledge receipt thereof to the PHPA-II.

9.3 In order to afford prospective bidders reasonable time required to consider a corrigendum/addendum in preparing their bids, the PHPA-II at its discretion may extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

10. Cost of Bidding

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



11. Language of Bid

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the PHPA-II shall be as specified in the BDS.

12. Alternative Bids

Alternative bids shall not be considered, unless specifically allowed in the BDS.

13. Documents Comprising the Bid

The tender to be prepared and submitted by the bidder for consideration shall comprise of the following: -

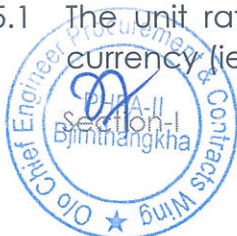
- a) Complete set of bidding document, BoQ & forms duly filled in and signed, wherever required, without altering the formats.
- b) Bid Security in accordance with **ITB Clause 17**.
- c) Integrity Pack Statement duly executed by the bidder as per form no.5
- d) Documentary evidences establishing Bidder's Eligibility and Qualification stipulated in BDS.
- e) Alternative bids if permitted in BDS
- f) Any other documents required in the BDS

14. Bid Prices and Discounts

- 14.1 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.
- 14.2 The Bidder shall fill in unit rates/ prices as described in the BoQ. The unit rates/ prices quoted in the BoQ 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 in accordance with the Bidding Documents.
- 14.3 Unless otherwise specified in the BDS, the unit rates/ prices quoted in the BoQ shall be inclusive of all taxes, duties, levies & charges, as of thirty (30 days) days prior to the deadline for submission of Bids.
- 14.4 If rebate/discount is offered, the overall discount in percentage shall be brought out in the Priced BoO. Conditional rebates/discount, if any, offered by any Bidder shall not be considered during Bid evaluation.

15. Currencies of Bid and Payment

- 15.1 The unit rates and prices shall be quoted by the Bidder in any of the currency (ies) specified in the BDS.



15.2 The reference exchange rate (selling rate) prevailing on the day of Bid opening or the immediate preceding date as posted by the Royal Monetary Authority of the Kingdom of Bhutan shall be used for the conversion of prices.

15.3 The payment to the Supplier shall be made in the currency of Bid and any banking charges related to payment shall be borne by the Supplier.

16. Bid Validity Period

16.1 Bids shall remain valid till the date specified in the BDS. A bid valid for a shorter period shall be liable for rejection by Purchaser as non-responsive.

16.2 In exceptional circumstances, prior to the expiry of the Bid validity period, Purchaser 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 shall be required to extend the validity of their Bid securities correspondingly but shall not be required or permitted to modify its Bid.

16.3 The provision of **ITB Clause 17** regarding discharge and forfeiture of the Bid Security shall continue to apply during the extended period of the Bid validity.

17. Bid Security

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

17.2 The Bid Security shall at the Bidder's option, be in any forms stipulated in the BDS.

17.3 Bid Security shall be issued by financial institution stated in the BDS.

17.4 Bid security shall be in its original form and copies shall not be accepted. Bid Security shall be valid for a period thirty (30) days beyond the bid validity period, as extended, if applicable, in accordance with **ITB Clause 16.2**. Accordingly, the Bid security shall remain valid till the date specified in the BDS.

17.5 Any Bid not accompanied by adequate Bid Security shall be rejected by Purchaser as non-responsive.

17.6 The Bid Securities of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security pursuant to **ITB Clause 35**.



17.7 In the case of a single-stage-two envelope and two-stage mode of tendering, the Bid Security of non- responsive Bidders shall be returned immediately after technical evaluation.

17.8 The Bid Security shall is liable for forfeiture if:

- a) Bid is withdrawn during the period of its validity
- b) The bidder has been found practicing corrupt or fraudulent or collusive or coercive practices during the bidding process
- c) If the successful bidder fails to:
 - i) Corrections of Bid prices is not accepted by the bidder
 - ii) submit an acceptable performance security
 - iii) sign the Contract.

17.9 The Bid Security of a JV/C must be in the name of the JV/C that submits the bid.

18. Bidding Condition

The bidder shall submit offers which comply fully with the requirements of the Bidding Documents. Any deviation in submitted bid for the bidding documents shall be liable for rejection.

19. Format and Signing of Bid

19.1 The Bidder shall prepare **ONE Original** document comprising the Bid as described in **ITB Clause 13** and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS. In the event of any discrepancy between the Original and the Copies, the Original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

19.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized person signing the Bid.

D. SUBMISSION OF BIDS

20. Submission of Bids

20.1 Bids shall be delivered by hand, courier, registered post so as to reach the Purchaser at the address specified in the BDS. The Purchaser shall not be responsible for any delay in receipt of the bid where sent by post or carrier.

20.2 The Bids shall be submitted in envelopes, signed and sealed in the manner stipulated here under or as mentioned in the BDS. The outer Envelope shall:



- a) be marked "CONFIDENTIAL".
- b) be addressed to the Purchaser provided in the BDS.
- c) bear the Tender name and number; and
- d) provide a warning not to open before the time and date for Bid Opening.

20.3 Single-Stage Two Envelope process:

- a) The Inner Envelope-I shall contain:
 - i. Technical bid, Bid Security and be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder; and
 - ii. Be marked "ORIGINAL" "ALTERNATIVE" (if permitted) and "COPY"
- b) The inner envelope-II shall contain:
 - i. Financial bids and be signed across their seals by the person authorized to sign Bid on behalf of the Bidder, and
 - ii. Be marked "ORIGINAL" "ALTERNATIVE" (if permitted) and "COPY"

20.4 Where bids are invited under the single stage single envelope, both technical and financial bid shall be in one envelope.

20.5 In addition to the identification required in **ITB Clause 20.2**, the inner envelopes shall indicate the name and address of the Bidder; to enable the Bid to be returned unopened in case it is declared late pursuant to **ITB Clause 22**.

20.6 If the outer envelope is not sealed and marked as above, the Purchaser shall assume no responsibility for the misplacement or premature opening of the Bid.

20.7 In the Two-Stage Process, Bidders shall be advised to submit only the technical bids in the first stage. In the second stage, Bidders shall be requested to submit both their technical bids as modified and agreed upon with the Purchaser, and the financial bids based on the modified technical bids simultaneously in two separate sealed envelopes.

20.8 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.

21. Deadline for Submission of Bids

21.1 Bids must be received by the Purchaser in accordance with **ITB Clause 20**, no later than the date and time indicated in the BDS. In the event of the



specified date for submission of Bids being declared a holiday for the Purchaser, the bids will be received up to the specified time on the next working day. Such postponement of the date will not have any impact on the other dates specified bidding document (Bid Validity and validity of Bid Security).

- 21.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 21.3 In the event of the deadline for submission of Bid extended by Purchaser, the Bidders 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.

22. Late Bids

Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected and returned unopened to the Bidder.

23. Modification and Withdrawal of Bids

- 23.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative. Bids requested to be withdrawn shall be returned unopened to the Bidders.
- 23.2 The substitution or modification of the Bid must accompany the respective written notice and must be:
- a) submitted in accordance with **ITB Clause 19 and 20** in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION;" and
 - b) Received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with **ITB Clause 21**.
- 23.3 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 or any extension thereof.
- 23.4 Withdrawal, substitution, or modification of a bid between the deadline for submission of bids and expiration of the period of bid validity specified as extended pursuant to **ITB Clause 16.1**, may result in the forfeiture of the Bid Security pursuant to **ITB Clause 17.8**. If the lowest or the lowest evaluated



Bidder withdraws his bid between the periods specified in this clause, the bid security of the Bidder shall be forfeited.

E. BID OPENING AND EVALUATION

24. Bid Opening

24.1 The Purchaser shall conduct the Bid Opening in public, in the presence of Bidder-designated representatives who choose to attend, and at the address, date, and time specified in the BDS.

24.2 Bidders, their representatives, and other attendees at the Bid Opening shall not be permitted to approach any members of the Bid Opening Committee or any of the Purchaser employees.

24.3 First, envelopes marked "WITHDRAWAL" shall be read out and the envelope with the corresponding Bid shall not be opened but shall be returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid Opening.

24.4 Next, envelopes marked "SUBSTITUTION" shall be opened, read out, and exchanged with the corresponding Bid being substituted. The substituted Bid shall not be opened but shall be returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid Opening.

24.5 Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid Opening.

24.6 All other envelopes shall be opened one at a time. The Bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, bid withdrawals, substitutions or modifications, the presence or absence of Bid Security, responses to any Bidding Documents addenda, and such other details as the Purchaser may consider appropriate shall be announced by the Purchaser at the Bid Opening.

24.7 No Bid shall be rejected at Bid Opening except for late Bids pursuant to **ITB Clause 22** and Bid Security not in accordance with **ITB Clause 17**.

24.8 Substitution Bids and modifications submitted pursuant to **ITB Clause 23** that are not opened at Bid Opening shall not be considered for further evaluation.

24.9 The Bidders' representatives and attendees who are present shall be requested to sign the record of Bid Opening. The omission of a Bidder's or



other attendee's signature on the record shall not invalidate the contents and effect of the record.

- 24.10 In the case of the Single Stage Two Envelope Bid, the technical bid shall only be opened on the bid opening date. The date for opening the financial bid shall be intimated to the Bidders whose Bid is found responsive in the technical evaluation.

25. Confidentiality of Bids

- 25.1 After the public opening of bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning the Award of Contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- 25.2 Any effort by a bidder to influence the Purchaser in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning Award of Contract, may result in the rejection of his bid.

26. Clarification of Bids

To assist in the examination, comparison and evaluation of bid the PHPA-II may ask bidders for clarification of the bids, if any. But no change in price or substances of bid will be sought, agreed or permitted. The request for clarification and its response shall invariably be in writing.

27. Preliminary examination of bids and Determination of Responsiveness

- 27.1 The Purchaser shall examine the Bids to confirm that all documents and information requested in **ITB Clause 13** have been provided and to determine the completeness of each document submitted.
- 27.2 Prior to the detailed evaluation of bids, the Purchaser shall determine whether each bid:
- a) Meets the eligibility criteria defined in **ITB Clause 3**
 - b) has been properly signed
 - c) is accompanied by required bid security
 - d) is substantially responsive to the requirement of bidding document.
- 27.3 A substantially responsive document is one which conforms to all the terms & conditions and specifications without material deviation or reservation which;
- a) affects in any substantial way the quality or scope of the supply.
 - b) limits in any substantial way the scope of supply.



ITB

- c) is inconsistent with the bidding document.
- d) affects unfairly the competitive position of other bidders.

27.4 Bids not found substantially responsive are liable to be rejected. Conditions if added by the bidder, which have adverse bearing on the cost and scope shall make the tender liable for disqualification.

28. Corrections of Errors in Bids

The price bids shall be checked by the Purchaser for any arithmetic errors in computation and summation. Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern and the total amount shall be corrected. If the bidder does not accept the corrected amount of bid, his bid will be rejected.

29. Detail Evaluation and Comparison of Bids

29.1 The Purchaser shall evaluate each Bid that has been determined up to this stage of the evaluation, to be substantially responsive.

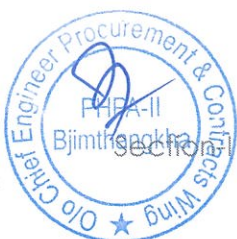
29.2 To evaluate and compare Bids, the Purchaser shall consider the following:

- a) the final bid price, as quoted in accordance with **ITB Clause 14**
- b) price adjustment for correction of arithmetic errors in accordance with **ITB Clause 28**
- c) price adjustment due to discounts offered in accordance with **ITB Clause 14**
- d) adjustments due to the application of the evaluation criteria specified in the BDS
- e) adjustments due to the application of a margin of preference, in accordance with **ITB Clause 32**, if applicable

29.3 Purchaser'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.

29.4 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.

29.5 For the purpose of comparison, the total price offered by all substantially Responsive bids of qualified Bidders shall be compared to determine the lowest evaluated Bid.



30. Abnormally High / Low Bids

- 30.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidders to perform the contract for the offered bid price.
- 30.2 If the lowest evaluated Bid appears abnormally low and/or serious is unbalanced, Purchaser 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.
- 30.3 If Purchaser decides to accept the abnormally low Bid for the Bid with seriously unbalanced rates after considering the above, the Bidder shall be required to provide additional differential security in addition to the performance security, an equivalent to the difference between the estimated and quoted price to a maximum of (ten percent) 10% of the quoted price to protect Purchaser against any financial loss in the event of default of the successful Bidder under the Contract.
- 30.4 If the lowest evacuated Bid is abnormally high in the discretion of the Purchaser, then the Purchaser may seek justification 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 estimate.

31. Margin of preference

- 31.1 If specified in the BDS, domestic Suppliers may receive a margin of preference in during evaluation, for which this clause shall apply.
- 31.2 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 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%) of the initial Contract Price. Excluding provisional sums, to foreign contractors, suppliers and/or consultants.
- 31.3 Joint Ventures, Consortia and Associations of domestic firms may be eligible for the margin of preference provided that:



- a) the individual partners satisfy the criteria of eligibility of **ITB Clause 31.2 (a)** and the JV/C/A is registered in Bhutan:
- b) the JV/C/A does not subcontract more than ten percent (10%) of the initial Contract Price, excluding provisional sums, to foreign firms, and the JV/C/A satisfies any other criteria specified for the purpose of domestic preference eligibility, as specified in the BDS. The procedure used to apply the margin of preference shall be as stipulated in the BDS.

32. Purchaser's Right to Accept Any Bid, and Reject Any or All Bids

- 32.1 The Purchaser 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.

F. AWARD OF CONTRACT

33. Award Criteria

- 33.1 As indicated in the BDS, Purchaser shall award the Contract **lot-wise/ Item wise** to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated Bid, further provided that the Bidder is determined to be eligible and qualified and has the capacity and capability to fulfil the contract in accordance with relevant provisions of the bidding document.

34. Issue of Purchase Order (PO)/Contract Agreement

- 34.1 Prior to the expiry of the period of bid validity, Purchaser shall notify the successful Bidder, through a Purchase Order, that its bid has been accepted indicating the contract price. The successful bidder shall return a duly sealed and signed copy of the PO to the Purchaser within **seven (7)** days of the date of issue of PO.
- 34.2 The purchase order shall serve as a binding contract between the successful Bidder and Purchaser.
- 34.3 The Contract shall become effective from the date of issue of Purchase Order.
- 34.4 Failure of the successful Bidder to return a duly sealed & signed copy of Purchase Order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.



35. Performance Security

- 35.1 Within the time specified in the BDS, the successful Bidder shall submit Performance Security equal to **10% of the Contract Price** and in the form stipulated in the BDS.
- 35.2 The Performance Security shall remain valid up to 30 days beyond the Delivery Period.
- 35.3 Upon the furnishing of performance security by the successful Bidder, the Purchaser shall promptly notify each unsuccessful Bidder and return their bid security.



SECTION II - BID DATA SHEET (BDS)



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BID DATA SHEET

The Bid Data Sheet (BDS) contains information and provisions that are specific to this bidding process only. For clarity in the BDS, its clauses are numbered with the same numbers as the corresponding ITB clauses.

Wherever there is a conflict, the provisions herein shall prevail over those in the ITB

ITB Clauses	Particulars
1.1	Scope of the Supply: As specified in the Price Schedule
3.1	Eligible Bidders: Indian & Bhutanese
4.1 (i)	Names of the countries from which contracting works or any payments to persons or entities in that country are prohibited: NIL
5.1	Joint Venture/consortium (JV/C) Bids are permitted: No
7.1 & 7.4	For Bid clarification purposes, the Employer's address is: <i>The Chief Engineer, Proc. & Contracts Wing, Punatsangchhu-II Hydroelectric Project, Bjimthangkha, Wangdue Bhutan.</i> <i>Phone number: 02-471744/471713 Email-ID : contracts@phpa2.gov.bt</i> Bid Clarification requests will be received ON or BEFORE: Date & Time: 03.07.2026, 17:30 Hrs. (BST)
8.1	A pre-bid meeting : shall not take place
11	The language of a bid is: English
12	Alternative Bids: shall not be permitted
13 (d)	The following Eligibility & minimum Qualifying Requirement has to be met by the Bidder: 1) The bidder must submit following documents: a) a copy of valid trade license b) a copy of latest Tax Clearance Certificate.



	<p>c) Manufacturer's authorization or dealership certificate</p> <p>d) Brochures</p> <p>2) Average Annual financial turnover: NA</p> <p>3) Experience: NA</p>
13 (f)	Manufacturer's specification sheets/catalogues
14.1	The prices quoted by the Bidder shall be FIRM & FOR delivery at Auto workshop of PHPA-II, Bimthangka, Wangdue, Bhutan.
14.3	The quoted prices shall be inclusive of all applicable taxes, duties, and levies, but exclusive of Bhutan GST which shall be borne by PHPA-II. Bidders shall indicate Bhutan GST @ 5% separately in the BoQ.
15.1	The currencies of the Bid shall be: Ngultrum/Rupees
16.1	The Bid validity period shall be: 90 days from the last date of bid submission.
17.1	<p>The Bidder shall furnish a bid security as mentioned below:</p> <ul style="list-style-type: none"> • LOT 1: Nu. 311,000.00 • LOT 2: Nu. 180,000.00 • LOT 3: Nu. 61,000.00 • LOT 4: Nu. 33,000.00
17.2	<p>The Bid Security shall be provided in any one of the following forms:</p> <ol style="list-style-type: none"> a) An unconditional and Irrevocable Bank Guarantee as per form no.3. b) A Demand Draft c) A Banker's Cheque/Cash Warrant d) Direct Deposit in PHPA-II's Account No. 102081338 maintained with Bank of Bhutan or Account no. 32379019627 (IFSC: SBIN0006278) maintained with SBI, Jaigaon, WB, India.
17.3	The Bid Security shall be issued by: Any financial institution in Bhutan or any foreign bank acceptable and enforceable through a financial institution in Bhutan.



17.4	The Bid security shall remain valid till: 120 days from the date of bid opening
19.1	In addition to the original Bid, the number of copies is: NIL
20.1	For bid submission purposes only, the Employer's address is: <i>The Chief Engineer, Proc. & Contracts Wing, Punatsangchhu-II Hydroelectric Project, Bjimthangkha, Wangdue Bhutan.</i> <i>Phone number: 02-471744/471713</i> <i>Email-ID : contracts@phpa2.gov.bt</i>
20.3	The bids are invited under a Single Stage – Single Envelope Method. Superscript of Cover Envelope: "CONFIDENTIAL" Bid for:_____ [insert name of work] Tender No.:_____ [insert Tender No.] Addressed to: <i>The Chief Engineer, Proc. & Contracts Wing, Punatsangchhu-II Hydroelectric Project, Bjimthangkha, Wangdue Bhutan.</i> Not to be opened Before: 13.07.2026, 10:30 Hrs (BST)
20.4	The method of bid submission: Single-Stage, Single-Envelope System.
20.8	Submission of Bids electronically: NA
21.1	The deadline for the submission of the Bid is: 13.07.2026 at 10:00 Hours (BST).



24.1	<p>The bid Opening shall take place at:</p> <p>Venue: <i>Office of Chief Engineer,</i> <i>Proc. & Contracts Wing,</i> <i>Punatsangchhu-II Hydroelectric Project,</i> <i>Bjimthangkha, Wangdue, Bhutan.</i></p> <p>Date and Time: 13.07.2026, 10:30 Hours (BST).</p>
31.1	A margin of domestic Preference: shall not apply.
33.1	Award of the Contract: The Contract shall be awarded ITEM-WISE to the bidder(s) whose offer(s) have been determined to be the lowest evaluated Bid for the respective Item(s).
35.1	<p>The Performance Security shall be provided in any one of the following forms, issued by any financial institution in Bhutan or any foreign bank acceptable and enforceable through a financial institution in Bhutan:</p> <ul style="list-style-type: none"> a) An unconditional and Irrevocable Bank Guarantee as per form no.3. b) A Demand Drafft c) A Banker's Cheque/Cash Warrant d) Direct Deposit in PHPA-II's Account No. 102081338 maintained with Bank of Bhutan or Account no. 32379019627 (IFSC: SBIN0006278) maintained with SBI, Jaigaon, WB, India.
35.1	The successful Bidder shall submit the performance security within Seven (07) days from the date of issue of Purchase Order.



SECTION III – GENERAL CONDITIONS OF CONTRACT



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CONTENTS

Clause – 1 Definitions	1
Clause – 2 Interpretation	3
Clause – 3 Assignment	5
Clause – 4 Subcontracting	5
Clause – 5 Language	5
Clause – 6 Governing Law	5
Clause – 7 Contract Documents	5
Clause – 8 Supplier's Responsibilities	6
Clause – 9 Purchaser's Responsibilities	6
Clause – 10 Contract Price	6
Clause – 11 Terms of Payment	6
Clause – 12 Taxes and Duties	6
Clause – 13 Performance Security	7
Clause – 14 Copyright	7
Clause – 15 Confidential Information	8
Clause – 16 Patent Indemnity	9
Clause – 17 Delivery and Completion	10
Clause – 18 Inspection and Audits	10
Clause – 19 Specification and Standards	10
Clause – 20 Tests and Inspections	11
Clause – 21 Packing and Documents	12
Clause – 22 Warranty	13
Clause – 23 Liquidated Damage	13
Clause – 24 Limitation of Liability	13
Clause – 25 Insurance	14
Clause – 26 Change in Laws and Regulations	14
Clause – 27 Force Majeure	14
Clause – 28 Extension of Time	15
Clause – 29 Export Restriction	15
Clause – 30 Change Orders and Contract Amendments	16
Clause – 31 Notices	16
Clause – 32 Terminations	17
Clause – 33 Settlement of Disputes	18



GENERAL CONDITIONS OF CONTRACTS (GCC)

Clause – 1 Definitions

1.1 In the Contract, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- i) Affiliate means business concerns, organizations, 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, equipment, and resources; or family interests.
- ii) Award of Contract means the decision of the Purchaser to enter into a contract with a supplier for delivery of specified goods which has been conveyed to the contractor through a purchase order and/or signing of a contract.
- iii) Bid means an offer to execute works in accordance with the terms and conditions set out in the bid documents inviting such offers. The term "tender" is synonymous with the term "bid".
- iv) BDS means Bid Data Sheet.
- v) Bidder means an eligible individual or legal entity that participates in a competitive procurement process defined by this Manual.
- vi) Bidding Documents means the set of documents issued by the Purchaser 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 Documents means the documents listed in the Contract Agreement, including any amendments thereto.
- viii) Contract Price means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from as may be made pursuant to the Contract till the completion of the Contract, the price so adjusted shall be termed as Executed Price.
- ix) Purchaser means the purchaser including its successors and permitted assigns. The terms "Purchaser" and "Purchaser" are synonymous.



- x) Day means calendar day.
- xi) Delivery means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions outlined in the Contract Documents.
- xii) GCC means the General Conditions of Contract.
- xiii) Goods means any object in solid, liquid, or gaseous form, tangible and intangible that has an economic utility or value, which can be exchanged or traded along with related services.
- xiv) ITB means Instructions to Bidders
- xv) Notification of Award means the letter issued by The Purchaser conveying the acceptance of the Bid of the successful Bidder subject to such terms and conditions as may have been stated therein.
- xvi) Party means the Purchaser or the Supplier, as the context requires, and "parties" means both of them.
- xvii) Price schedule means summary of the quantities, measurement unit, and unit prices of the items to be procured under the contract. The term "Bill of Quantities" is synonymous.
- xviii) Related Services means includes services such as installations, supervision, training, initial maintenance, insurance, testing, and commissioning related to the Goods.
- xix) SCC means the Special Conditions of Contract.
- xx) Subcontractor means any natural person, private or government entity, or a combination thereof, including its legal successors and permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- xxi) Supplier means a legal entity entering into a contract with the Purchaser for the supply of Goods.
- xxii) Technical Specifications means specifications of the Goods 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 there from, as may be made with the mutual agreement of the Purchaser and Supplier.



- xxiii) Corrupt practice is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value" to influence improperly the actions of another party.
- xxiv) Fraudulent practice is any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- xxv) 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.
- xxvi) 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.
- xxvii) "Obstructive practice is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order materially to 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 Acts intended materially to impede the exercise of the inspection and audit rights of the Purchaser and/or any other relevant RGoB agency.

Clause – 2 Interpretation

- 2.1 If the context so requires it, singular means plural and vice versa.
- 2.2 A "law" shall be construed as a reference to such law including its amendments or re- enactments from time to time.
- 2.3 A "person" shall be construed as a reference to any person, firm, Purchaser, 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.
- 2.4 The words "hereof" or "herein" if and when used in the Contract Documents shall mean a reference to the Contract Documents of this Contract.



2.5 Incoterms

- (a) Unless inconsistent with any provisions of the Contract otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.
- (b) The terms EXW, CIF, CIP, DDP, and other similar terms as specified in SCC, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France

2.6 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

2.7 Non-waiver

- (a) Subject to **GCC 2.7 (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, neither shall any waiver by either party of any breach of Contract operate as a 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.

2.8 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.

2.9 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations, and agreements of the parties with respect thereto made prior to the date of the Contract.



Clause – 3 Assignment

3.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

Clause – 4 Subcontracting

4.1 Unless otherwise specified in the SCC, the Supplier shall not subcontract any part of the Contract without the prior written consent of the Purchaser, which consent shall not be unreasonably withheld. Such consent, if granted, shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liabilities under the Contract. The Supplier shall remain fully responsible for the acts, defaults, omissions, or negligence of any subcontractor, including its agents, servants, or workmen, as fully as if they were the acts, defaults, omissions, or negligence of the Supplier, its agents, servants, or workmen.

Clause – 5 Language

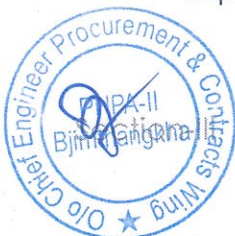
- 5.1 The Contract, as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, the translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

Clause – 6 Governing Law

6.1 The Contract shall be governed by and interpreted in accordance with the laws of the Kingdom of Bhutan.

Clause – 7 Contract Documents

7.1 All documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.



Clause – 8 Supplier's Responsibilities

8.1 The Supplier shall supply all the Goods included in the Scope of Supplies, and the delivery and completion requirements as per **GCC 17**.

Clause – 9 Purchaser's Responsibilities

9.1 Whenever, the supply of Goods requires that the Supplier obtain permits, approvals, and/or import and other licenses or similar permissions from Bhutanese public authorities, the Purchaser shall, if so, required by the Supplier, use its best efforts to assist the Supplier in complying with such requirements in a timely and expeditious manner, but without incurring any costs.

Clause – 10 Contract Price

10.1 The Contract Price shall be the price payable to the Supplier as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions there from as may be made pursuant to the Contract.

10.2 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the SCC.

Clause – 11 Terms of Payment

11.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.

11.2 The Supplier shall submit to the Purchaser, the invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to **GCC 17** and upon fulfilment of all the obligations stipulated in the Contract. Payments shall be made promptly by the Purchaser, no later than **thirty (30)** days after the submission of the verified invoice or request for payment by the Supplier, and the Purchaser has accepted it.

11.3 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid Price is expressed.

Clause – 12 Taxes and Duties

12.1 For Goods manufactured outside Bhutan the Supplier shall bear and pay all applicable taxes, stamp duties, license fees, and other similar



levies imposed outside and inside Bhutan as applicable in line with the Incoterms.

- 12.2 For Goods manufactured within Bhutan the Supplier shall bear and promptly pay all applicable taxes, duties, license fees, and other similar levies incurred until delivery of the contracted Goods to the Purchaser.
- 12.3 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. The Purchaser shall furnish the necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.
- 12.4 If any tax exemptions, reductions, allowances, or privileges are available to the Supplier in the Kingdom of Bhutan, if applicable, the Purchaser shall use its best endeavours to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

Clause – 13 Performance Security

- 13.1 The Supplier shall provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC.
- 13.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 13.3 The Performance Security shall be denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Purchaser, shall be valid until the successful completion of the Supplier's performance obligations under the Contract, including any warranty obligations, and shall be in one of the forms stipulated by the Purchaser in the SCC.
- 13.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier on completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

Clause – 14 Copyright

- 14.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchase by the Supplier shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party,



including suppliers of materials, the copyright in such materials shall remain vested in such third party.

Clause – 15 Confidential Information

- 15.1 The Purchaser and the Supplier 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 Supplier may furnish to its Sub-contractors such documents, data, and other information as it receives from the Purchaser to the extent required for the Sub-contractor to perform its obligations under the Contract, in which event the Supplier shall be under obligation to have a clause in the contracts with their sub-contractors regarding confidentiality similar to that provided herein.
- 15.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser 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.
- 15.3 The obligation of a Party under **GCC 15.1 and 15.2** above, however, shall not apply to information that:
- (a) the Purchaser or the Supplier needs to share with the RGoB;
 - (b) is already in the public domain now, or enters the public domain during the execution of the contract 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.
- 15.4 The above provisions of **GCC 15** 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.



15.5 The provisions of **GCC 15** shall survive completion or termination, for whatever reason, of the Contract.

Clause – 16 Patent Indemnity

16.1 The Supplier shall, subject to the Purchaser's compliance with **GCC 16.2**, indemnify and hold harmless the Purchaser 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 the Purchaser 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 installation of the Goods by the Supplier or the use of the Goods in Bhutan; and
- b) the sale in any country of the products produced by the Goods.

16.2 Such indemnity shall not cover any use of the Goods 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 Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Supplier, pursuant to the Contract.

16.3 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in **GCC 16.1**, the Purchaser shall promptly give the Supplier notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

16.4 If the Supplier fails to notify the Purchaser within **thirty (30)** days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

16.5 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

16.6 The Purchaser shall indemnify and hold harmless the Supplier and its



employees, officers, and Subcontractors 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 Supplier 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 the Purchaser.

Clause – 17 Delivery and Completion

- 17.1 Subject to **GCC 26.1**, the delivery of the Goods and completion of the Related Services shall be carried out in accordance with the Delivery and Completion Schedule specified in the SCC.
- 17.2 Delivery of the Goods shall be deemed completed only upon receipt, inspection, and acceptance of the Goods by the Employer or its authorized representative at the designated delivery site specified in the SCC.
- 17.3 In the event of failure by the Supplier to deliver the Goods or complete the Related Services within the stipulated period, the Employer shall be entitled to impose Liquidated Damages in accordance with **GCC 23**.

Clause – 18 Inspection and Audits

- 18.1 The Supplier shall permit the Purchaser and/or persons appointed by the Purchaser to inspect the Supplier's offices and/or the accounts and records of the Supplier and its Subcontractors relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Purchaser if so, required by the Purchaser.

Clause – 19 Specification and Standards

- 19.1 Technical Specifications and Drawings:
- a) The Goods supplied under this Contract shall conform to the technical specifications and standards stipulated in the Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.



- b) the Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the editions or the revised versions of such codes and standards shall be those specified in the Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with **GCC 26**.

Clause – 20 Tests and Inspections

- 20.1 At its own expense and no cost to the Purchaser, the Supplier shall carry out all such tests and/or inspections of the Goods as are specified in the SCC. The purchaser or its representative shall have the right to inspect and/or test the Goods to confirm their conformity to the specifications.
- 20.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at the point of delivery, and/or at the Goods' final destination, or in another place in Bhutan as specified in the SCC. Subject to **GCC 20.3**, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 20.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in **GCC 20.1**, provided that the Purchaser bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to all traveling and board and lodging expenses.
- 20.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 20.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods



comply with the technical specifications, codes, and standards under the Contract, provided that the Supplier'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 manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the delivery dates and completion dates and the other obligations so affected.

- 20.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 20.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to The Purchaser and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving notice pursuant to **GCC 20.4**.
- 20.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to **GCC 20.6**, shall release the Supplier from any warranties or other obligations under the Contract.

Clause – 21 Packing and Documents

- 21.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case sizes and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all transit points.
- 21.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and any other instructions ordered by the Purchaser.



Clause – 22 Warranty

- 22.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- 22.2 Subject to **GCC 19.1 (a)**, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Bhutan.
- 22.3 Unless otherwise specified in the SCC, the warranty shall remain valid for **twelve (12) months or 18 months** from the day of supply or from the date of putting the item into use as the case may be.
- 22.4 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to The Purchaser.
- 22.5 If, having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

Clause – 23 Liquidated Damage

- 23.1 Except as provided for under **GCC 27**, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the Related Services within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each day or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to **GCC 32**.

Clause – 24 Limitation of Liability

- 24.1 Except in cases of gross negligence or willful misconduct:

- a) neither party shall be liable to the other party, whether in contract, tort, or otherwise, for any indirect or consequential



loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that these exclusions shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

- b) the aggregate liability of the Supplier to the Purchaser, 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 equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

Clause – 25 Insurance

25.1 Unless otherwise specified in the SCC the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or the manner specified in the SCC.

Clause – 26 Change in Laws and Regulations

26.1 If, after **thirty (30) days** prior to the date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated or changed in Bhutan (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery/Completion Schedule and/or the Contract Price, then such Delivery/Completion Schedule and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost 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 10.2**.

Clause – 27 Force Majeure

27.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force



Majeure.

- 27.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 27.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Clause – 28 Extension of Time

- 28.1 If at any time during the performance of the Contract the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to **GCC 17**, the Supplier shall promptly notify the Purchaser in writing of the delay, the likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 28.2 Except in the case of Force Majeure, as provided under **GCC 27**, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC 23.1**, unless an extension of time is agreed upon, pursuant to **GCC 28.1**.

Clause – 29 Export Restriction

- 29.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/Goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the



Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/Goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to **GCC 32.3**.

Clause – 30 Change Orders and Contract Amendments

30.1 The Purchaser may at any time order the Supplier through notice in accordance with **GCC 31** to make changes within the general scope of the Contract in any one or more of the following:

- a) drawings, designs, or specifications, where Goods to be furnished under the Contract is to be specifically manufactured for the Purchaser.
- b) the method of shipment or packing; the place of delivery; and the Related Services to be provided by the Supplier.

30.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within **thirty (30) days** from the date of the Supplier's receipt of the Purchaser's change order.

30.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

30.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment by the parties.

Clause – 31 Notices

31.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form, including electronic communication.

31.2 A notice shall be effective when delivered or on the notice's



effective date, whichever is later.

Clause – 32 Terminations

32.1 Termination for Default

- a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - i. If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to **GCC 28.1**; or
 - ii. if the Supplier fails to perform any other obligation under the Contract; or
 - iii. if the Supplier, in the judgment of the Purchaser, has engaged in fraud and corruption in competing for or in executing the Contract.
- b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to **GCC 32.1 (a)**, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. Wherever the Contract is terminated in part, the Supplier shall continue the performance of the Contract to the extent not terminated.

32.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

32.3 Termination for Convenience

- a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to



which the performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- b) The Goods that are complete and ready for shipment within **thirty (30) days** after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

Clause – 33 Settlement of Disputes

33.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

33.2 If, after **thirty (30) days**, the parties have failed to resolve their dispute or difference by such mutual consultation, either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute. No arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

33.3 Notwithstanding any reference to arbitration herein,

- i. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- ii. the Purchaser shall pay the Supplier any monies due the Supplier.



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SECTION IV – SPECIAL CONDITIONS OF CONTRACT (SCC)



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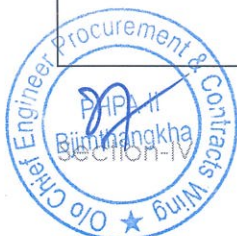
SPECIAL CONDITIONS OF CONTRACT

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.

GCC Ref., if any	Particulars
2.5 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties there under shall not be as prescribed by Incoterms, they shall be as prescribed by: latest INCOTERM
2.5	The terms EXW, CIF, DIP, DDP, and other similar terms shall be as per the version of Incoterms: DDP
4.1	Sub-contracting: Not allowed
5.1	The language: English
10.2	Price Adjustment: Not allowed
11.1	Payment Terms: <ul style="list-style-type: none"> • 10% advance payment shall be released against submission of an equivalent Bank Guarantee valid till completion of the delivery period. • 80% balance payment shall be made upon delivery and successful inspection of the goods at the Purchaser's site. • 10% shall be released after the expiry of the warrantee period.
12.3	The Tax Deducted at Source (TDS) is: NA
13.1	The Performance Security shall be 10% of the Contract Price and shall remain valid up to 30 days beyond the delivery period.
13.3	The types of acceptable Performance Securities are: <ul style="list-style-type: none"> (i) Unconditional bank guarantee issued by a financial institute of Bhutan or any foreign bank acceptable and enforceable in any financial institution of Bhutan. (ii) Cash warrant, or Demand Draft, or Banker's Cheque. (iii) Cash Deposit/Online Fund Transfer



16.4	The Performance Security shall be discharged by the Purchaser and returned to the Supplier after successful delivery of all the materials and replacement of defect goods , if any.
17.1	Delivery Period shall be: 3 months from the date of issue of Purchase Order.
17.2	Delivery Site: Auto workshop of PHPA-II, Bjimthangkha, Wangdue, Bhutan.
20.1 & 20.2	Pre-Delivery inspection: Shall not be carried out However, inspection at premise of Purchaser shall be carried out during the time of delivery at site.
21.2	Additional requirements for packing, marking & documentation: NA
22.3	The warranty period after the delivery and acceptance of goods shall be: 18 months from the date of delivery for all major aggregates such as Engine, Gearbox, Crown/ as per Principal Company Policy.
22.4 & 22.5	The period for repair or replacement of defective goods under warranty shall be: 30 calendar days.
23.1	The applicable rate for liquidated damages (LD): 0.1% per day subject to the maximum 10% of the Contract Price.
25.1	The insurance coverage: As specified in the Incoterms.
31.1	For notices, the addresses shall be: For the Purchaser: Attention: The Chief Engineer Address: Auto-workshop, Punatsangchhu-II Hydroelectric Project Authority, Bjimthangkha, Wangdue, Bhutan Post Box No.: 1308
33.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 9.2 shall be as follows: In the case of a dispute between the Purchaser and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the Alternative Dispute Resolution Act of Bhutan in Thimphu.



SECTION V – FORMS



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PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

To

The Punatsangchhu-II Hydroelectric Project Authority,
_____ (Address of PHPA-II)

WHEREAS (Name and Address of Supplier) _____ (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. _____ dated _____ to execute (Name of Contract and Brief Description of Works) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, upto a total of Rs./Nu. _____ (Amount of Guarantee) (in words to be inserted by the Guarantor), representing the percentage of the Contract Price, specified in the Contract, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs./Nu. _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date of 30 days after issuing of the Completion/Taking over Certificate.

SIGNATURE AND SEAL OF THE GUARANTOR



PROFORMA FOR BANK GUARANTEE FOR BID SECURITY

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated]

To

The Punatsangchhu-II Hydroelectric Project Authority

_____ (Insert Address of PHPA-II)

WHEREAS, (Insert name of Bidder) _____ (hereinafter called "the BIDDER") has submitted his bid dated (_____ for the work of (Name of Contract) _____ (hereinafter called "the Bid").

KNOW ALL MEN by these presents that we (Insert name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto the Punatsangchhu-II Hydroelectric Project Authority (PHPA-II) in the sum of _____ for which payment well and truly to be made to the PHPA-II the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____.

THE CONDITIONS of this obligation are;

- i) If the Bidder withdraws his Bid during the period or bid validity.
- ii) Correction of Bid Price is not accepted by the bidder.
- iii) Successful bidder fails or refuses to execute the Contract.
- iv) Successful bidder fails or refuses submit acceptable performance security.

We undertake to pay to the PHPA-II up to the above amount upon receipt of its first written demand, provided that in its demand the PHPA-II will note that amount claimed by it is due to it owing to the occurrence of one or more of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date..... after the closing date for submission of bids as stated in the Invitation to Bid or as extended by you at any time prior to this date, notice of which extension to the Bank being hereby waived, and any demand in respect thereof should reach the Bank not later than the above date.



SEAL & SIGNATURE

PROFORMA FOR BANK GUARANTEE FOR ADVANCE

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated]

1. In consideration of the Punatsangchhu-II Hydroelectric Project Authority (PHPA-II) (which expression shall unless repugnant to the subject or context include its administrators, successors and assigns), (hereinafter called the "Purchaser") having agreed to make advance payment to (Name and full address of the Supplier) _____ (hereinafter called "the Supplier(s)", (which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrator, executors and permitted assigns), whose bid for (Name of the Contract) _____ has been accepted and to whom the acceptance of the bid has been communicated by a Purchaser Order and who is required to produce a Bank Guarantee for Nu/ INR.....(Both in figures and words). we, the _____ (Insert name of Bank) hereinafter referred to as "the Bank") do hereby undertake promise and guarantee payment to the Purchaser on demand all the amounts advanced by the Purchaser to the said Supplier.
2. The Bank further agrees that;
 - a) The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under the Guarantee or Indemnity, from time to time, to vary any of the terms and conditions of the said Contract or to extend time for performance by the said Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the said Supplier and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or the securities available to the Purchaser and the Bank shall not be released from its liability under these presents by any exercise by the Purchaser of the Liberty with reference to the matters aforesaid or by reason of time being given to the said Supplier or any other forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of a releasing the Bank from its such liability.
 - b) These presents shall be governed by and constructed in accordance with Bhutanese laws.
 - c) the Bank hereby declares that it has the power to issue this Guarantee and the undersigned has full power to do so.



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

Dated the _____ Day of _____ 20__

[Here affix the Common Seal of the Bank]



PRE-CONTRACT INTEGRITY PACT

[This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document]

1. General:

Whereas(Name of head of the procuring agency or his/her authorized representative, with power of attorney) representing the Punatsangchhu-II Hydroelectric Project Authority (PHPA-II), hereinafter referred to as the **"Purchaser"** on one part, and(Name of bidder or his/her authorized representative, with power of attorney) representing M/s.....(Name of firm), hereinafter referred to as the **"Bidder"** on the other part hereby execute this agreement as follows:

2. Objectives:

Whereas, the Purchaser and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the **bidding process**¹ and **contract administration**², with a view to:

- 2.1 Enabling the Purchaser 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 Purchaser:

The Purchaser Commits itself to the following:-

- 4.1 The Purchaser hereby undertakes that no officials of the Purchaser, 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

¹ Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation.

² Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, unauthorized sub-contracting and contract handing/taking over.



- person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.
- 4.2 The Purchaser 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 Purchaser, 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 Purchaser and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5. Commitments of Bidders

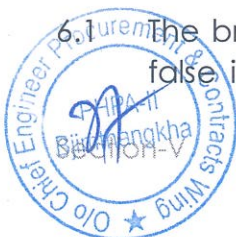
The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself 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 Purchaser, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.
- 5.2 The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.
- 5.3 If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

6. Sanctions for Violation:

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.

6.1 The breach of the IP or commission of any offence (forgery, providing false information, mis-representation, providing false/fake documents,



bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including Debarment 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)

Purchaser_____

Bidder/Representative_____

CID: _____

CID: _____

Witness: _____

Witness: _____

Name: _____

Name: _____

CID: _____

CID: _____



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SECTION VI – BILL OF QUANTITY (BoQ)

11.1.1.1



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PRICE SCHEDULE /BoQ
SUPPLY OF BUSES AND LIGHT VEHICLES

Item No.	Descriptions	Minimum Specifications	Unit	Qty.	Rate (Nu./Rs.)	Amount (Nu./Rs.)
1	Supply of Buses	<ul style="list-style-type: none"> • Seating Capacity: 27 + Driver & above • Fuel Type: Diesel • Emission: BS4/Euro 4 • Make/Brand: TATA/Eicher or equivalent. 	No.	5		
2		<ul style="list-style-type: none"> • Seating Capacity: 5-Seater • Engine: 4 Cylinder, 2,000 cc and above • Fuel Type: Petrol/Diesel/Hybrid • Emission BS6/Euro 6 • Make/Brand: BYD/Deepal Hunter-K50 or Equivalent 	No.	2		
3	Supply of Light Vehicles	<ul style="list-style-type: none"> • Seating Capacity: 7-Seater • Engine: 2,000 cc and above • Fuel Type: Petrol/Diesel • Emission BS6/Euro 6 • Make/Brand: Mahindra Scorpio N Z8L/Toyota Hilux or Equivalent 	No.	1		
4		<ul style="list-style-type: none"> • Seating Capacity: 5-Seater • Engine: 4 Cylinder, 2,500 cc and above • Fuel Type: Petrol/Diesel • Emission BS4/Euro 4 • Make/Brand: Bolero Camper or Equivalent 	No.	2		
GST @5% of the quoted amount (Nu./Rs.):						

(Signature of Bidder)



Section - VI

BoQ

Page 1 of 1

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