



BIDDING DOCUMENT
FOR
“SUPPLY, DELIVERY AND INSTALLATION OF SYNTHETIC TUFT FOR FUTSAL”
(INTERNATIONAL COMPETITIVE BIDDING)

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NOTICE INVITING TENDER

Druk Green Power Corporation Limited
Chhukha Hydropower Plant
Chhukha, Bhutan

International Competitive Bidder
For
“Supply, Delivery and Installation of Synthetic Turf for Futsal”

NIT No: CHP0001/2025

Date: 18/01/2025

1. Chhukha Hydropower Plant, DGPC, invites sealed Bids from eligible Bidders for Supply, Delivery and Installation of Synthetic Turf as per the scope of supply mentioned hereinafter.
2. Detailed specifications, scope of supply and terms and conditions are given in the Bidding Documents, which are available as per the schedule below:

Tender No. and date	CHP0001 dated 18/01/2025
Document available period (date & time)	From 20/01/2025 to 04/02/2025
Bid submission (date & time)	Up to 04/02/2025 by 15:00 Hrs. (BST)
Pre-bid meeting (if any)	Not Applicable
Bid opening date, time & place	04/02/2025 at 15:30pm at Old Conference Hall, Chhukha Hydropower Plant, Chhukha.
Bidding Documents shall be available	DGPC website (www.drukgreen.bt)

3. Issuance 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.
4. Bids shall be submitted at the address given below and shall be opened in the presence of Bidder’s representatives who choose to attend.
5. All Bids must be accompanied by Bid Security for an amount of **BTN/INR 50, 000.00 (Ngultrum/Rupee Fifty Thousand)** only in the form of Demand Draft /Cash Warrant



/Banker's Cheque/ Bank Guarantee/Cash deposit enforceable by any financial institutions in Bhutan, and shall remain valid till **05/05/2025**.

6. Qualification Requirement for Bidders shall be as specified in the BDS.
7. Bid Documents are not transferrable. The Purchaser reserves the right to accept or reject any Bid partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no Bidder/ intending Bidder shall have any claim arising out of such action of the Purchaser.
8. DGPC reserves the right to accept or reject any Bid partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no Bidder shall have any claim arising out of such action of DGPC.
9. The Bidders shall deliver the goods within **Two (2) months** from the date of Notification of Award.

10. Address for bid submission:

Name: **Mr. Bikash Rai**

Designation: Head, Technical Support Unit

Address: Chhukha Hydropower Plant, Chhukha

Telephone No: +975-05-290009

Email: b.rai105@drukgreen.bt

A handwritten signature in black ink is written over a blue circular stamp. The stamp contains the text "CHHUKHA HYDROPOWER PLANT" around the perimeter and "DGPC" in the center. The signature is a cursive scribble that partially obscures the stamp.

BIDDING PROCEDURE

SECTION I. INSTRUCTIONS TO BIDDERS

A. General

1. Scope of Supply

- 1.1. The Purchaser, as indicated in the Bid Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Supply. The name, identification number, and number of lots within this procurement are provided in the BDS.
- 1.2. Throughout this Bidding Document:
 - a) the term "in writing" means communicated in written form (e.g. by mail electronic mail) with proof of receipt;
 - b) if the context so requires, "singular" means plural" and vice versa; and
 - c) "day" means calendar day.

2. Fraud and Corruption

- 2.1. As per the RGoB policy, Purchasers requires 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" "Obstructive practice" shall be as per the definition in GCC 4.2. 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 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 III, Bidding Forms. 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.
- 2.2. Furthermore, Bidders shall be aware of the provision stated in GCC 37.1i.a.iii.

3. Eligible Bidders

- 3.1. A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in ITB. 4.1 a & b. 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 which 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 15. 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, 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 immediate family which includes father, mother, brother, sister, spouse and own children.
- 3.3. Government-owned enterprises in Bhutan shall be eligible only if they can establish that they:
- a) are legally and financially autonomous;
 - b) operate under commercial law; and
 - c) are not a dependent agency (directly or indirectly) of the Purchaser.
- 3.4. A Bidder that is under a declaration of ineligibility pursuant to ITB Sub-Clause 2.1c) shall not be eligible to participate in this bidding process in any capacity.
- 3.5. Bidders 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) as a matter of law or official regulation, RGoB prohibits commercial relations with the country in which the Bidder is constituted, incorporated or registered; or
 - b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. RGoB prohibits any import of Goods or contracting of Services from the Country in which the Bidder is constituted, incorporated or registered or any payments to persons or entities in that country; or
 - c) Bidder is insolvent or is in receivership or is a bankrupt or is in the process of being wound up; or has entered into an arrangement with creditors; or



- d) Bidder's affairs are being administered by a court, judicial officer or appointed liquidator; or
- e) 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
- f) Bidder has been found guilty of professional misconduct by a recognized tribunal or professional body; or
- g) 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
- h) Bidder is guilty of serious misrepresentation in supplying information in this tender; or
- i) Bidder has been convicted for fraud and/or corruption by a competent authority; or
- j) Bidder has not fulfilled any of his contractual obligations with the Purchaser in the past based on the Vendor Performance Management System (VPMS).
- k) Bidder has been debarred from participation in public procurement by any competent authority as per law.

5. Eligible Goods and Related Services

- 5.1. All the Goods and Related Services to be supplied under the Contract may have their origin in any country, in accordance to ITB. 4.1c).1 (a & b).
- 5.2. For the purposes of this Clause, the term "Goods" includes commodities, raw material, machinery, equipment and industrial plants; and "Related Services" includes services such as insurance, supervision, installation, training, and initial maintenance.
- 5.3. The term "origin" means the country where the Goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.



B. Contents of Bidding Document

6. Parts of Bidding Document

6.1. The Bidding Document consist of Bidding Procedure and Contracts which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 9.

Section I	Instructions to Bidders (ITB)
Section II	Bid Data Sheet (BDS)
Section III	Bidding Forms
Section IV	General Conditions of Contract (GCC)
Section V	Special Conditions of Contract (SCC)
Section VI	Contract Forms

7. General Information

7.1. The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

7.2. The Purchaser is not responsible for the completeness of the Bidding Document and their addenda, if any, if these were not obtained directly from the Purchaser.

7.3. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

8. Clarification of Bidding Document

8.1. Bidders shall not be allowed to seek any clarification of the Bidding Documents in person or by telephone or other verbal means.



- 8.2. A prospective Bidder requiring any clarification of the Bidding Documents shall notify the same to the Purchaser in writing at the Purchaser's address specified in the BDS.
- 8.3. The Purchaser shall respond in writing to any such request for clarification, provided that it is received no later than the date and time specified in the BDS.
- 8.4. Copies of the Purchaser's response shall be uploaded in the Purchaser's or relevant website including a description of the enquiry without disclosing the name of the Bidder(s) seeking clarification. Should the 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 and ITB Sub-Clause 26.2.
- 8.5. 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 shall be invited to attend pre-bid meeting to be held on the date, time and location specified in BDS.
- 8.6. Non-attendance at the pre-bid meeting will not be a cause for disqualification of Bidders but at the same time shall not entitle them to raise any query at a later date.
- 8.7. The Bidders are requested to submit their questions and queries in writing not later than one week before the meeting. Clarifications to the queries raised in the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given together with any responses prepared after the meeting, shall be circulated to all Bidders and also uploaded on the Purchaser's website.
- 8.8. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser through the issue of an addendum and not through the clarifications to the queries of pre-bid meeting.

9. Amendment of Bidding Documents

- 9.1. At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Documents by issuing an addendum. This may be done either on the Purchaser's own initiative or in response to a clarification request from a prospective Bidder.
- 9.2. Any addendum thus issued shall be part of the Bidding Documents and shall be uploaded in the Purchaser's website and or relevant website such addendum shall be binding on the prospective Bidders.



- 9.3. The Purchaser may, at its discretion, extend the deadline for submission of Bids pursuant to ITB Sub-Clause 26.2 to allow prospective Bidders reasonable time in which to take the addendum into account in preparation of their Bids.
- 9.4. It will be the responsibility of such Bidders to regularly visit the website for any addendum to the Bidding Documents until the last date of bid submission. The Purchaser shall in no way be responsible for any ignorance of the Bidder about the addendum to the Bidding Documents.

C. Preparation of Bid

10. Cost of Bidding

- 10.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11. Language of Bid

- 11.1. The Bid, as well as all correspondence and documents related to the Bid exchanged by the Bidder and the Purchaser, shall be in English. Supporting documents and printed literature that are part of the Bid shall be in English and if in any other language, should be translated to English. The English translation shall prevail on the interpretation.

12. Documents comprising the Bid

- 12.1. The Bid shall comprise the following:
- a) Bid Submission Forms and Price Schedules in accordance with ITB Clauses 13 &14 ;
 - b) Bid Security, in accordance with ITB Clause 23;
 - c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 24;
 - d) Documentary evidence in accordance with ITB Clauses 20 that the Goods and Related Services conform to the Bidding Documents;



- e) Documentary evidence in accordance with ITB Clause 21 establishing the qualification of the Bidders;
- f) Alternative Bids, if permissible, in accordance with ITB Clause 15;
- g) Integrity Pact Statement, in accordance with ITB Sub-Clause 2.1;
- h) Deviation sheet in accordance with the Bidding Form: IV; and
- i) Relevant Bidding forms
- j) Any other documents required in the BDS.

13. Submission of Bid

- 13.1. The Bidder shall submit the Bid Submission Form using the form furnished in Section III. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13.2. A bid in which the Bid Submission Form is not duly filled, signed and sealed by the Bidder shall be rejected.

14. Price Schedule

- 14.1. The Bidder shall submit the Price Schedules for Goods and Related Services according to their origin as appropriate, using the forms furnished in Section III, Bidding Forms.

15. Alternative Bids

- 15.1. Unless otherwise indicated in the BDS alternative Bids shall not be considered.

16. Bid Prices and Discounts

- 16.1. The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below:
 - a) all lots and items must be listed and priced separately in the Price Schedules;



- b) the price to be quoted in the Bid Submission Form shall be the total price of the Bid excluding any discounts offered; and
 - c) the Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Form.
- 16.2. The terms EXW, CIF, CIP, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce pursuant to GCC sub-clause 3.3.
- 16.3. Unless otherwise stated in the BDS, Prices shall be quoted inclusive of all applicable taxes and levies, transportation, handling costs and any other associated cost to fulfil the contractual obligations, as specified in the Price Schedule forms for Goods and Related Services included in Section III, Bidding Forms.
- a) For Goods manufactured in Bhutan:
 - (i) the price of the Goods quoted EXW (ex works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all Customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Bhutan sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder;
 - (iii) the price for inland transportation, insurance and other local services required to deliver the Goods to their final destination specified in the BDS; and
 - (iv) the total price for the item.
 - b) For Goods manufactured outside Bhutan
 - (i) The price of Goods, quoted CIF/CIP/DDP/any other, place of Entry in Bhutan, as specified in BDS;
 - (ii) Custom Duties and any other taxes which will be payable on the Goods in Bhutan, if specified in BDS;



(iii) The Cost of inland transportation, insurance and other local costs incidental to delivery of the Goods from the Port of entry to their final destination, if specified in BDS; and

(iv) the total price for the item

(c) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the *Schedule of Supply*, the price of each item comprising the Related Services (inclusive of any applicable taxes).

16.4. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 16.1, provided the Bids for all lots are submitted and opened at the same time.

16.5. If so, indicated in ITB Sub-Clause 16.1, Bids are being invited for individual items, lots or packages as indicated in the BDS, unless otherwise indicated in the BDS, prices quoted shall correspond to one hundred percent (100%) of the items specified for each lot and to one hundred percent (100%) of the quantities for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub- Clause 16.1, provided the Bids for all lots are submitted and opened at the same time.

17. Vendor Performance Management System

17.1. The performance of the vendor shall be assessed as per the Vendor Performance Management System (VPMS) available in the Purchaser's website and relevant website for the purpose of assessing the performance of the supplier.

18. Price Variation

18.1. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected pursuant to ITB Clause 35 unless adjustable price quotations are permitted by



the BDS. If, in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

19. Currencies of Bid

- 19.1. The unit rates and prices required to be quoted by the Bidder shall be as per the currencies specified in the BDS.
- 19.2. 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 conversion of prices.
- 19.3. Bid prices shall be evaluated in accordance to ITB 38. The payments shall be made in the currency of the bid and any banking charges related to payment shall be borne by the Suppliers.

20. Documents Establishing the Conformity of the Goods and Related Services

- 20.1. To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the Goods conform to the technical specifications and standards.
- 20.2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specifications and, if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Supply must be clearly indicated in the deviation schedule under Section III, Bidding Form.
- 20.3. The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the Goods by the Purchaser.
- 20.4. Standards for workmanship, process, material and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other



standards of quality, brand names and/or catalogue numbers, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure equivalence or are superior to those specified in the Schedule of Supply with exception in certain Bulk items, Strategic Critical and Strategic Security items category.

- 20.5. In order to prove that the Goods offered are of acceptable quality and standard, the Bidders shall furnish the documentary evidence that the Goods offered have been in production and all relevant catalogues, test certificates, ISO certificates, list of previous clients, list of past performance certificate from the user and Purchaser or manufacturer profile for all new brands are submitted.

21. Documents Establishing the Qualification of Bidders

- 21.1. The Bidder shall have the minimum level of financial capacity if so, specified in the BDS to qualify for supply of Goods and Related Services under the Contract.

- 21.2. The Bidder shall have following technical capacity and minimum level of experience to qualify for supply of Goods and Related Services under the Contract:

- a) the minimum number of years of experience in the supply of Goods and Related Services if so, specified in the BDS;
 - b) specific experience in the Supply of similar Goods and related service if so, specified in the BDS; and
 - c) minimum production capacity or availability of equipment if so, specified in the BDS.
- 21.3. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the Purchaser's satisfaction:
- a) that, if required by the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section III, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Bhutan;
 - b) that, if required in the BDS, in the case of a Bidder not doing business within Bhutan, the Bidder is or will be (if awarded the Contract) represented by an agent/dealer in Bhutan equipped and able to carry out the Supplier's maintenance, repair and spare



parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;

- c) that, if permitted in the BDS, Bids submitted by a Joint Venture/Consortium (JV/C) of two or more firms as partners comply with the following requirements:
 - (i) the Bid is signed so as to be legally binding on all partners;
 - (ii) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (iii) one of the partners is nominated as the lead partner of the JV/C, authorized to incur liabilities, and to receive instructions for and on behalf of any and all partners of the JV/C;
 - (iv) the execution of the entire Contract, including payment, shall be done exclusively with the lead partner; and
 - (v) a copy of the JV/C Agreement entered into by the partners is submitted with the Bid; or a Letter of Intent to execute a JV/C Agreement in the event of a successful Bid is signed by all partners and submitted with the Bid, together with a copy of the proposed Agreement.

22. Period of Validity of Bids

- 22.1. Bids shall remain valid for the period specified in the BDS from the Bid submission deadline prescribed by the Purchaser. A Bid valid for a shorter period and inadequate value shall be rejected by the Purchaser as non-responsive.
- 22.2. In exceptional circumstances, prior to expiry of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall also be extended for a corresponding period. A Bidder may refuse the request to extend the validity of its Bid without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB Sub-Clause 22.3.
- 22.3. The provisions of the ITB 23 regarding the forfeiture and discharge of Bid Security shall continue to apply during the extended period of Bid Validity.



23. Bid Security

- 23.1. The Bidder shall furnish, as part of its Bid, a Bid Security in original form, denominated in currency and in the amount specified in the BDS.
- 23.2. The Bid Security shall at the Bidder's option, be in any of the following forms:
- (i) an Unconditional Bank Guarantee (in accordance with the form included in Section IV, Bidding Forms); or
 - (ii) a Banker's Certified Cheque/Cash Warrant or
 - (iii) a Demand Draft;
 - (iv) Cash deposit through Bank Transfer, in case of exceptional circumstance where the submission of bid security by the above form are not possible.
- 23.3. The Bid security shall be issued by a reputable financial institution enforceable in any Banks in Bhutan.
- 23.4. Bid Security shall be submitted in its original form and copies shall not be accepted.
- 23.5. Bid Security shall remain valid for a period of thirty (30) days beyond the end of the validity period of the Bid, as extended, if applicable. Accordingly, the Bid Security shall remain valid till the date specified in the BDS.
- 23.6. Any Bid not accompanied by a valid Bid Security shall be rejected by the Purchaser as non-responsive.
- 23.7. 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 46. In case of single stage-two envelope and two stage mode of tendering, Bid Security of non-responsive Bidders shall be returned immediately after technical evaluation.
- 23.8. The Bid Security shall be forfeited:
- a) if a Bidder withdraws its Bid during the period of Bid validity except as provided in ITB Sub-Clause 22.2; or
 - b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 44;
 - (ii) furnish a Performance Security in accordance with ITB Clause 45; or
 - (iii) accept the correction of its Bid Price pursuant to ITB Sub-Clause 35.4.



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

24. Format and Signing of Bid

24.1. The Bidder shall prepare ONE Original document comprising the Bid as described in ITB Clause 12 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them "COPY". In the event of any discrepancy between the Original and the Copies, the Original shall prevail.

24.2. 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.

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

D. Submission and Opening of Bids

25. Submission, Sealing and Marking of Bids

25.1. Bids shall be delivered by hand, courier, registered post or electronic means. The Bidder shall seal the original of the Bid and the number of copies stipulated in the BDS, in separate inner envelopes contained within one outer envelope. All envelopes shall be sealed with adhesive or other sealant to prevent reopening.

25.2. 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.

25.3. Single-Stage Two Envelope Process:

a) The inner Envelope - I shall contain:

- (i) technical bids 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".
- 25.4. Where Bids are invited under the single stage single envelope, both technical and financial bid shall be in one envelope.
- 25.5. In addition to the identification required in ITB Sub-Clause 25.2, 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 27.
- 25.6. 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.
- 25.7. 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 with the Purchaser and the financial bids based on the modified technical bids simultaneously in two separate sealed envelopes.
- 25.8. 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.

26. Deadline for Submission of Bids

- 26.1. Bids shall be delivered by hand, courier, registered post or electronic means to the Purchaser at the address and no later than the date and time indicated in the BDS.
- 26.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB Clause 9, 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.
- 26.3. 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).



27. Late Bids

27.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of 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.

28. Withdrawal, Substitution and Modification of Bids

28.1. 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, and shall include a copy of the authorization (the power of attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice and must be:

a) submitted in accordance with ITB Clauses 24 and 25 in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION;" and

28.2. received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB Clause 26.

28.3. Bids requested to be withdrawn shall be returned unopened to the Bidders.

28.4. No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

28.5. Withdrawal of a bid between the deadline for submission of bids and expiration of the period of bid validity specified as extended pursuant to Clause 22.1, may result in the forfeiture of the Bid Security pursuant to Clause 23.5. 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.

29. Bid Opening

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



- 29.2. 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.
- 29.3. 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.
- 29.4. Next, envelopes marked "SUBSTITUTION" shall be opened and 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.
- 29.5. 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.
- 29.6. 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.
- 29.7. No Bid shall be rejected at Bid Opening except for late Bids pursuant to ITB Clause 27, and Bid Security not in accordance with ITB 23.
- 29.8. Substitution Bids and modifications submitted pursuant to ITB Clause 28 that are not opened at Bid Opening shall not be considered for further evaluation.
- 29.9. 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.



29.10. In case of Single Stage Two Envelope Bid, 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 techno-commercial evaluation.

E. Evaluation and Comparison of Bids

30. Confidentially

30.1. Information relating to the examination, evaluation, comparison of Bids, and recommendation of Contract Award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.

30.2. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison and post qualification of the Bids or Contract Award decisions may result in the rejection of its Bid.

30.3. Notwithstanding ITB Sub-Clause 30.2, from the time of Bid Opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

31. Clarification of Bids

31.1. To assist in the examination, evaluation, comparison of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid such as discrepancies between the offered Guaranteed Technical Particulars and test value/ drawings/ relevant documents, any documentary evidences including type test report, past performance certificates, ISO certificates etc.

31.2. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB Clause 35. If a Bidder does not provide clarifications of its Bid by the date and time set by the Purchaser, the bid may be rejected.

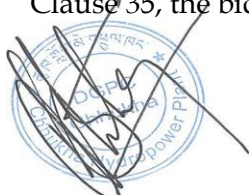
32. Preliminary Examinations of Bids



- 32.1. The Purchaser shall examine the Bids to confirm that all documents and information requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.
- 32.2. The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1(a);
 - b) Price Schedules, in accordance with ITB Sub-Clause 12.1 (a);
 - c) Bid Security, in accordance with ITB Clause 23.
- 32.3. No conditional offer(s) shall be allowed. A bid with conditional offers shall be rejected.

33. Examination of Techno-Commercial Bids

- 33.1. The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the BDS and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 33.2. During the evaluation of bids, the following definitions shall apply:
- a) "Deviation" is a departure from the requirements specified in the Bidding Document. Any comments, remarks, observations and feedbacks will constitute as deviation and shall be indicated in the deviation sheet;
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 33.3. The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 20, to confirm that all requirements specified in Schedule of Supplies, have been met without any material deviation or reservation.
- 33.4. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 35, the bid shall be rejected.



34. Responsiveness of Bids

- 34.1. The Purchaser's determination of a Bid's responsiveness shall be based on the contents of the Bid itself, and is to determine which of the Bids received are responsive and thereafter to compare the responsive Bids against each other to select the lowest evaluated Bid.
- 34.2. A substantially responsive Bid is one that conforms to all the terms, conditions and technical specifications of the Bidding Documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that:
- a) affects in any substantial way the scope, quality or performance of the Goods or Related Services required; or
 - b) limits in any substantial way inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - c) if rectified would affect unfairly the competitive position of other Bidders presenting responsive Bids
- 34.3. If a Bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

35. Nonconformities, Errors and Omissions

- 35.1. Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 35.2. Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 35.3. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:



- a) If there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line-item total as quoted shall govern and the unit price shall be corrected;
 - b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to ITB Sub-Clauses 35.3 (a) and (b) above.
- 35.4. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.

36. Conversion to Single Currency

- 36.1. For evaluation and comparison purposes, the Purchaser shall convert all Bid prices expressed in amounts in various currencies into a single currency based on the Telegraphic Transfer (TT) selling rate published by the Royal Monetary Authority of Bhutan on the day of bid opening.

37. Margins of Preferences

- 37.1. A margin of preference may apply to domestic Goods manufactured in Bhutan as provided for in the BDS. To avail a margin of preference, the Bidder shall provide a value addition certificate from the Ministry of Economic Affairs.

38. Detail Evaluation and Comparison of Bids

- 38.1. The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 38.2. To evaluate a Bid, the Purchaser shall only use the factors, methodologies and criteria defined in this ITB Clause 38. No other criteria or methodology shall be permitted.
- 38.3. To evaluate a Bid, the Purchaser shall consider the following:



- a) evaluation shall be done for Items or Lots, as specified in the BDS;
- b) the Bid Price, as quoted in accordance with ITB Clause 16;
- c) price adjustment for correction of arithmetic errors in accordance with ITB Clause 35.3;
- d) price adjustment due to discounts offered in accordance with ITB Clause 16.4;
- e) adjustments due to the application of the evaluation criteria specified in the BDS; and
- f) adjustments due to the application of a margin of preference, in accordance with ITB Clause 37, if applicable.
- g) If required, the Purchaser may carry out the inspections of the Bidder's factories to assess the production and technical capacity of the Bidder to perform the Contract. The Purchaser shall notify in advance of the date in writing on which the inspection will be made.

38.4. The Purchaser's evaluation of a Bid shall exclude and not consider:

- a) in the case of Goods manufactured in Bhutan, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder;
- b) in the case of Goods manufactured outside Bhutan, already imported or to be imported, Customs duties and other import taxes levied on the imported Goods, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
- c) any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid.

38.5. The Purchaser's evaluation of a Bid may require the consideration of other factors in addition to the Bid Price quoted in accordance with ITB Clause 16. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, the factors, criteria and the methodology of application shall be as specified in ITB Sub-Clause 38.3 (e).



- 38.6. If so, specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest evaluated lot combinations is specified BDS.
- 38.7. The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB Sub-Clause 34.

39. Abnormally High / Low Bids

- 39.1. 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.
- 39.2. When the prices in a particular bid appear abnormally low or seriously unbalanced, the Purchaser shall revisit/ review its own estimated value. Based on the revised value, decision shall be taken to reject/ accept the abnormally low or high bids. The Procuring Agency /TEC shall seek written clarifications from the Bidder including detailed price analysis of its bid price in relation to the subject matter of the contract and any other requirements of the request for Bidding Documents.
- 39.3. If the Purchaser decides to accept the abnormally low bid after considering the above, the Bidder shall be required to provide additional differential security equivalent to the difference between the estimated amount and the quoted price in addition to the performance security, to a maximum of 10% of the quoted amount in the form of BG/DD enforceable in any Bank of Bhutan. The Differential security shall be retained till the completion of the supplies.
- 39.4. If the prices of all the received bids are abnormally high then the Purchaser may negotiate with the lowest evaluated Bidder after approval of the Competent Authority. In case the negotiation fails, all bids may be rejected.

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

- 40.1. 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

41. Award Criteria

41.1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

42. Purchaser's Right to vary quantities

42.1. At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified Schedule of Supply, provided this does not exceed 25% of the total quantity of the item without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.

43. Notification of Award

43.1. Prior to expiry of the period of Bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted and may publish a Notification of Award on the Purchaser's website or relevant website.

43.2. Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

43.3. Upon the successful Bidder furnishing the signed Contract Form and the Performance Security pursuant to ITB Clause 45. The Purchaser shall promptly notify each unsuccessful Bidder and discharge its Bid Security, pursuant to ITB Sub-Clause 23.4.

43.4. After the issuance of Notification of Award, unsuccessful Bidders within three (3) days may request in writing to the Purchaser for a debriefing seeking explanations of the grounds on which their Bids were not selected. Where a request for debriefing has been received within the deadline, the Purchaser shall provide debriefing within five (5) days in writing to any unsuccessful Bidder.



44. Signing of Contract

- 44.1. At the same time as notifying the successful Bidder in writing through NoA that its Bid has been accepted, the Purchaser shall invite the successful Bidder for signing of Contract Agreement.
- 44.2. Within the time period specified in the BDS, on issuance of the NoA the successful Bidder are required to submit performance security and sign the Contract Agreement.
- 44.3. Where the Contract is not signed by both parties in person:
- a) The Purchaser shall send to the successful Bidder a duly signed copy comprising of complete Contract documents and the NoA. These documents shall be signed by the successful Bidder or its duly authorized representative, together with the date of signature, in order for the Contract to be effective;
 - b) The NoA shall indicate the deadline within which the successful Bidder shall sign these documents with the date of signature and return a copy to the Purchaser, in accordance with the mode of delivery including electronic mode (e.g., scanned copy with electronic signature, etc.) as may be specified by the Purchaser in the NoA;
 - c) The Contract shall become effective from the date of signing these documents;
 - d) Failure of the successful Bidder to accept the award/ sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 44.4. Notwithstanding ITB Sub-Clause 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Bhutan, or to the use of the products/Goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those Goods, systems or services, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and/or licenses necessary for the export of the Goods, systems or services under the terms of the Contract.

45. Performance Security



- 45.1. Within the time period specified in the BDS, on receipt of Notification of Award from the Purchaser, the Bidder shall submit the Performance Security in accordance with the GCC 16, using any of the following forms:
- a) Unconditional bank guarantee in the form provided for in Section X, Contract
 - b) Forms, or another form acceptable to the Purchaser, or
 - c) Banker's certified cheque/cash warrant, or
 - d) Demand draft.
 - e) Cash deposit through Bank transfer only in case of exceptional circumstances in the Purchaser's bank account.
- 45.2. If the Performance Security is provided by the successful Bidder in the form of a bank guarantee issued by any Financial Institution enforceable in any Banks in Bhutan.
- 45.3. Failure by the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. Such a failure shall be considered as "withdrawal" and all relevant clauses shall apply.



SECTION II. BID DATA SHEET

The Bid Data Sheet (BDS) contains information and provisions that are specific to a particular bidding process. The Purchaser must specify in the BDS only information that the Instructions to Bidders (ITB) request be specified in the BDS. All information shall be provided, and no clause shall be left blank. To facilitate the preparation of the BDS, its clauses are numbered with the same numbers as the corresponding ITB clauses. This guide provides information to the Purchaser on how to enter all required information, and includes a BDS format that summarizes all information to be provided.

ITB	Particulars
1.1	<i>Chhukha Hydropower Plant, DGPC, Chhukha</i>
8.2	For Bid clarification purposes, the Purchaser's address is: Ms. Pema Zangmo Office Secretary Technical Support Unit, Chhukha Hydropower Plant, DGPC, Chhukha Telephone No: 05-290009 Email: p.zangmo2880@drukgreen.bt
8.3	Bid Clarification request will be received on or before: Time: 16:30 Hrs Date: 31/01/2025
8.5	A pre-bid meeting " <i>Shall not</i> " take place
11.1	The language of bid is: " English "
12.1(i)	The Bidder shall submit with its Bid the following additional documents: a) Copies of valid Trade License b) Latest Tax Clearance Certificate c) A sample of the synthetic turf must be submitted along with the tender document to demonstrate compliance with the specifications.
15.1	Alternative Bids " <i>Shall not</i> " be permitted.
16.3	The Bidder shall quote prices using any of the following <i>CIP Chhukha Hydropower Plant</i>



16.3 (a) (iii) & (b) (i, ii, iii)	The final destination is: Chhukha Hydropower Plant, Chhukha
16.5	Bids are being invited for the WHOLE PACKAGE
18.1	The prices quoted by the Bidder " shall not " be adjustable.
19.1	The Bidder shall quote in BTN/INR
20.3	The period of time for which the Supply and Installation are expected to be functioning (for the purpose of spare parts, special tools, etc.) is: Two(2) months from the date of Notification of Award
21.1	<p>Financial Capability</p> <p>The Bidder shall furnish documentary evidence that it meets the financial requirement(s): [list the requirement(s)]</p> <p>Average annual turnover..... [insert no. of years 3 to 5] immediately preceding the last date of bid submission shall be equal to..... [insert value i.e., calculated at 1 times of estimated value of Goods]</p> <p>Note: incase where the Bidders do not have the operations for the no. of financial year as prescribed above the annual turnover of the Bidder for the completed financial years based on audited accounts shall be considered but for the purpose of calculations of turnover, the turnover shall be divided by no of years prescribed above.</p> <p>Insert any other additional criteria as applicable</p>
21.2	<p>Experience and Technical Capacity</p> <p>The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):</p> <p>(a) <i>The bidder must submit the CV of the 1 (One) qualified and experienced supervisor having prior experience of installation of FIFA standard synthetic turf and will be deputed for the entire duration of the installation works. Man power will be provided by CHP. However, all tools and tackles for the installation must be arranged by the supplier</i></p>



	(b) <i>The specific experience in the supply of similar Goods and Related Services is at least 2 (Two). Bidder must submit the evident of the successful supply and installation of the turf.</i>
21.3(a)	Manufacturer's authorization " <i>is not</i> " required. However, certification on the turf must be submitted which must be certified by ASTM International, ISO or EN Standard ensuring safety and durability criteria equivalent to FIFA Standard.
21.3(b)	After sales maintenance, repair, spare parts stocking and related services are required, However, the Bidder <i>is not</i> " required to be represented by a suitably equipped and able agent in Bhutan.
21.3 (c)	Joint Venture, Consortium (JV/C) Bids are permitted " NO "
22.1	The Bid validity period shall be 60 days from the last date of bid submission i.e., up to 05/04/2025
23.1	The Bidder shall furnish a bid security in the amount of BTN 50,000.00 and shall be valid up to 05/05/2025
24.1&25.1	In addition to the original Bid, the number of copies is: Nil
25.2(b)	Bids to be addressed to and submitted to: Mr. Bikash Rai Head, Technical Support Unit Chhukha Hydropower Plant Druk Green Power Corporation, Chhukha, Bhutan Email: b.rai105@drukgreen.bt
25.8	Bidders " shall not " have the option of submitting their Bids electronically.
26.1	The deadline for the submission of Bid is: 04/02/2025 at 15:00 hrs. Bhutan time.
29.1	The Bid Opening shall take place at: Address: Old Conference Hall, Chhukha Hydropower Plant, DGPC, Chhukha Date: 04/02/2025 Time: 15:30 Hrs. (BST)
37.1	A margin of 10% of Domestic Preference " shall not " apply. <i>[If domestic preference applies, insert "the application methodology shall be as given below:"]</i>



	<p>The Purchaser may grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedure outlined in subsequent paragraphs:</p> <p>1. Bids will be classified in one of the two groups, as follows:</p> <p>(a) Group A: Bids offering goods manufactured in Bhutan:</p> <p>(b) Group B: Bids offering Goods manufactured outside Bhutan that have been already imported</p> <p>In the first step, all evaluated bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison, a bid from Group A is the lowest, it shall be selected for the award.</p> <p>All evaluated bids in each group shall be compared to determine the lowest evaluated bid. Such lowest evaluated bid from each group shall be compared with each other and if:</p> <p>a) As a result of this comparison, a bid from Group B is the lowest evaluated bid.</p> <p>b) An amount of 10% domestic preference shall be calculated on Group A's lowest evaluated bid price to be subtracted or deducted on the lowest evaluated bid price (Group A).</p> <p>c) After deducting 10% from the evaluated bid price from group A, this shall be compared with the lowest evaluated bid from the Group B to determine the lowest evaluated bid for the award.</p> <p>d) After applying domestic preference if there is a tie in between the lowest evaluated bid price from group A and lowest evaluated bid price from Group B, preference shall be given to lowest evaluated bid from</p>
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38.3	Evaluation will be done for: "Package"
38.3(e)	Not Applicable The adjustments shall be determined using the following criteria:



~~(a) Deviation in Delivery schedule: [insert Yes or No.] If Yes insert the adjustment factor]~~

~~The Goods are required to be delivered within the Delivery Schedule. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date may be treated as non-responsive.~~

~~(b) Deviation in payment schedule: [insert Yes or No.] If Yes insert the adjustment factor]~~

~~The SCC stipulates the payment schedule specified by the Purchaser. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in the SCC, at the rate per annum specified in BDS Sub Clause 38.3 (c) or~~

~~Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid Price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced Bid Price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.~~

~~(c) The cost of major replacement components, mandatory spare parts, and service: [insert Yes or No.] If Yes, insert the methodology and criteria]~~

~~The list of items and quantities of major assemblies, components and selected spare parts likely to be required during the initial period of operation specified in BDS Sub Clause ITB 20.3 is in the List of Goods. An adjustment equal to the total cost of these items,~~



~~at the unit prices quoted in each Bid, shall be added to the Bid Price, for evaluation purposes only.~~

OR

~~The Purchaser will draw up a list of high usage and high value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in BDS Sub-Clause ITB 20.3. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the Bid Price, for evaluation purposes only.~~

~~(d) The availability in Bhutan of spare parts and after sales services for the equipment offered in the Bid [insert Yes or No.] If Yes, insert the methodology and criteria]~~

~~An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause ITB 38.3 (e), if quoted separately, shall be added to the Bid Price, for evaluation purposes only.~~

~~(e) The projected operating and maintenance costs during the life of the equipment..... [insert Yes or No.] If Yes, insert the methodology and criteria]~~

~~Operating and maintenance costs. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the Bid Price, for evaluation purposes only, if specified in BDS Sub-Clause ITB 38.3 (e). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause ITB 38.3 (e).~~

~~(f) The performance and productivity of the equipment offered: [Insert Yes or No.] If Yes, insert the methodology and criteria]~~



~~Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the plant will be added to the Bid Price, for evaluation purposes, if specified in BDS Sub Clause ITB 38.3(e). The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Bid below the norm of 100, using the methodology specified in BDS Sub Clause ITB 38.3 (e).~~

OR

~~An adjustment to consider the productivity of the Goods offered in the Bid will be added to the Bid Price, for evaluation purposes only, if specified in BDS Sub Clause ITB 38.3 (e). The adjustment will be evaluated based on the cost per unit of the actual productivity of the Goods offered in the Bid with respect to minimum required values, using the methodology specified in BDS Sub Clause ITB 38.3 (e).~~

Other specific additional criteria to be considered in the evaluation, and the evaluation method, shall be detailed in BDS Sub-Clause ITB 38.3 (e)]

A. Experience and Technical Capability

- i. The supplier must provide evidence of **at least two similar completed projects** for the synthetic turf installation in the 5 years, including details such as project scope, size and client references.
- ii. The supplier must provide one qualified and experienced supervisor (CV must be provided) specifically for the turf installation process. The supervisor must have prior experience in the installation of FIFA-standard synthetic turf and will be deputed for the entire duration of the installation
- iii. A maintenance manual outlining cleaning procedures, recommended equipment and care technologies for optimal turf performance should be provided
- iv. All installation tools required for installation shall be arranged by the contractor on returnable basis.



38.6	Bidders <i>shall quote</i> prices as single project.
44.2 & 45.1	The successful Bidder shall submit the performance security and sign the Contract within 15 days of issuance of the Notification of Award.



SECTION III. GENERAL CONDITIONS OF CONTRACT



1. General Provisions

1.1. Definitions

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

- (i) Affiliate means business concerns, 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) DGPC means the DGPC including its legal successors and permitted assigns. The term "DGPC" and "DGPC" are synonymous.
- (iii) Bid means an offer to execute Works in accordance with the terms and conditions set out in the bidding documents inviting such offers. The term "tender" is synonymous with the term "bid".
- (iv) Bid Data Sheet (BDS) means the proforma sheet, which contains data and information specific to a particular work.
- (v) Bidder means an eligible individual, firm, legal entity or joint venture that participates in a competitive bidding process governed by the bidding documents.
- (vi) Bidding Document means the set of documents sold or issued by DGPC to potential Bidders in which the specifications, terms and conditions of the proposed procurement are prescribed. The terms "Bidding Documents", "Tender Documents" and "Bid Documents" are synonymous.
- (vii) Bill of Quantities (BoQ) means summary of the quantities and unit prices of the items of work proposed and agreed under the contract.
- (viii) Contract means formal agreement(s) in writing entered into simultaneously between DGPC and the Contractor on mutually agreed terms and conditions including the Contract Documents and amendments thereto pursuant to Notification of Award issued by DGPC and accepted by the Contractor and which are in compliance with all the relevant provisions of the Governing Law of the Contract as per GCC 1.4.
- (ix) Contract Document means the documents referred in Contract Agreement.
- (x) Contract Price means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom as may be made pursuant to the provisions of the Contract till the completion of the contract, the price so adjusted shall be termed as executed/final Contract Price.



- (xi) Contractor means an individual or legal entity whose Bid to perform the Contract has been accepted by DGPC and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.
- (xii) Contractor's Representative means any person nominated by the Contractor and approved by DGPC in the manner provided in hereof to perform the duties assigned by the Contractor.
- (xiii) Contractor's Equipment means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required for erection, completion and maintenance of works that are to be provided by the Contractor, but does not include plant, equipment, materials or other things intended to form or forming part of the works.
- (xiv) Day means calendar day of the Gregorian calendar.
- (xv) Day works are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (xvi) Defect Liability Period means the period of validity of the warranties given by the Contractor commencing at completion of the Works or a part thereof, if separate completion of the Works for such part has been provided in the Contract, during which the Contractor is responsible for defects with respect to the Works (or the relevant part thereof) as provided in hereof.
- (xvii) The Defects Liability Certificate is the certificate issued by the DGPC upon correction of defects by the Contractor.
- (xviii) Drawings include calculations and other information provided or approved by the DGPC for the execution of the Contract.
- (xix) Effective Date means the date of Notification of Award/ Work Order/Contract Signing and from which the time for completion shall be determined.
- (xx) Foreign Bidder shall mean any Bidder having nationality of any country other than Bhutan.
- (xxi) Joint Venture or "JV" means a joint venture, association or consortium of not more than four (4) legal entities that pool their resources and skills to undertake a large or complex Contract in the role as a Contractor, with all legal entities (members in the JV) being legally liable, jointly and severally, through a joint venture agreement between the members of the JV for the execution of the Contract in the event of a member's withdrawal.
- (xxii) Notification of Award (NoA) means the letter or order issued by DGPC conveying the acceptance of the Bid of the successful Bidder subject to such terms and conditions as may have been stated therein.
- (xxiii) Local Transportation shall include loading, unloading, handling of plant, equipment and materials at the port of entry in India/ airport in Bhutan; storage at the port/airport, if required, and subsequent transportation from the port of entry/ airport up to the Site.



- (xxiv) Month means calendar month of the Gregorian calendar.
- (xxv) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (xxvi) Party means the DGPC or the Contractor, as the context requires, and "Parties" means both of them.
- (xxvii) Project Manager means the person appointed by DGPC in the manner provided in hereof and named as such in the SCC to perform the duties delegated by DGPC.
- (xxviii) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical or biological function.
- (xxix) Site is the area defined as such in the SCC.
- (xxx) Subcontractor means any person named in the Contract as a subcontractor, or any person appointed by the Contractor as a subcontractor or designer, for a part of the works; and the legal successors in title to each of these persons.
- (xxxi) Time for Completion means the time within which completion of the Works as a whole (or of a part of the Works where a separate Time for Completion of such part has been prescribed) is to be attained in accordance with the stipulations in the SCC and the relevant provisions of the Contract.
- (xxxii) Technical Specifications means specifications of the Works incorporated in the bidding documents and forming part of the contract and includes any modification or amendment thereto or any addition thereto or any deduction therefrom, as may be made with the mutual agreement of the DGPC and Contractor.
- (xxxiii) Temporary Works means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution of the Works.
- (xxxiv) Works shall mean the total work to be executed in accordance with the Contract or part(s) thereof, as the case may be, and shall include all extra or additional, altered or substituted works or temporary/enabling works and urgent works as required for performance of the Contract.
- (xxxv) A Variation means any change to the Works, which is instructed as a variation under Clause.

1.2. Interpretation

1.2.1. In the Contract, except where the context requires otherwise:

- a. Words indicating one gender shall include all genders;
- b. Words indicating the singular also include the plural and words indicating the plural also include the singular;
- c. Provisions including the word "agree," "agreed," or "agreement" require the agreement to be recorded in writing;



- d. "Written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- e. "may" means that the party/person referred to has the choice whether to act or not in the matter referred to; and
- f. "shall" means that the party/person referred to has an obligation under the Contract to perform the duty referred to.

1.2.2. "Month" and "Year" and all dates shall be reckoned according to the Gregorian calendar.

1.2.3. A "law" shall be construed as a reference to such law including its amendments or reenactments from time to time.

1.2.4. A "person" shall be construed as a reference to any person, firm, DGPC, 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.

1.2.5. The words "hereof" or "herein" if and when used in the Contract Documents shall mean a reference to the Contract Documents of this Contract.

1.2.6. Incoterms

- a) Unless inconsistent with any provision of the Contract, the meaning of any trade term, when used, and the rights and obligations of Parties thereunder 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.

1.2.7. Amendment

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



1.2.8. Non-waiver

- a) Subject to 1.2.8(b) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that Party under the Contract, nor shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract;
- b) Any waiver of a party's rights, powers or remedies under the Contract must be in writing, dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

1.2.9. Severability

- a) 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.

1.2.10. Entire Agreement

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

1.3. Notices

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

1.3.2. Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, or courier, or post, or electronic mail, writing to the address specified in the SCC.



1.3.3. Any notice sent by post or courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

1.3.4. Any notice delivered personally or electronic mail shall be deemed to have been delivered on date of its dispatch. Either Party may change its address at which notices are to be received and/or sent by giving ten (10) days' notices to other Party in writing.

1.4. Governing Law and Language

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

1.4.2. The Contractor shall, in all matters arising in the performance of the Contract, comply in all respects, give all notices and pay all fees required by the provisions of any statute, ordinance or other law or any regulation or by-law of any duly constituted authority of the Kingdom of Bhutan.

1.4.3. The Contractor shall indemnify and hold DGPC harmless from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel including its Sub-Contractors and their employees.

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

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



1.5. Assignment

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

1.6. Fraud and Corruption

- 1.6.1. If DGPC determines that the Contractor and/or any of its personnel, or its agents, or its subcontractors, and/or their employees has engaged in corrupt, fraudulent, collusive coercive, or obstructive practices, in competing for or in executing the Contract, then DGPC may, after giving fourteen (14) days' notice to the Contractor, terminate the Contract and expel him from the site, and the provisions of shall apply as if such expulsion had been made under 14.2.1.
- 1.6.2. For the purposes of this sub-clause,
- a) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - b) "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - c) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;



- d) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- e) "Obstructive practice" is
 - a. Deliberately destroying, falsifying, altering or concealing of evidence material during an investigation or making false statements to investigators in order to materially impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - b. Acts intended materially to impede the exercise of the inspection rights of DGPC or any organization or person appointed by DGPC.

1.7. Joint Venture

1.7.1. If the Contractor is a joint venture, all such parties shall be jointly and severally bound to DGPC for the fulfilment of the obligations under the Contract and shall designate one of such firms/parties to act as a leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of DGPC.

2. The DGPC

2.1. Access to Site

2.1.1. DGPC shall give access to and possession of all parts of the Site including special and/or temporary rights-of-way to the Contractor, free from all encumbrances. DGPC reserves the right to hand over the Site in parts progressively to the Contractor. The Contractor shall be required to take possession of the Site without any undue delay and commence the Works on the released fronts in parts without any reservation whatsoever.

2.1.2. The Contractor shall allow the Project Manager and any person authorized by the DGPC access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.



2.2. DGPC Representative

2.2.1. Project Manager

- a) If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, DGPC shall appoint and notify the Contractor in writing of the name of the Project Manager. DGPC may from time to time appoint some other person as the Project Manager in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. DGPC shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of Works. The Project Manager shall represent and act for DGPC at all times during the currency of the Contract and carry out duties and responsibilities specified in the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided.
- b) The Project Manager's representative shall be appointed by and be responsible to the Project Manager and shall carry out such duties and exercise such authority as may be delegated to him by the Project Manager under c) Project Manager's representative shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract except as expressly provided hereunder or elsewhere in the Contract, nor to order any work involving delay or any extra payment by DGPC, nor to make any variation in the Works.
- c) The Project Manager may, from time-to-time delegate to the Project Manager's representative any of the powers and authorities vested in the Project Manager and he may at any time revoke such delegation. Any communication issued by the Project Manager's representative to the Contractor in accordance with such delegation shall have the same effect as though it had been issued by the Project Manager, provided that:
- d) Any failure on the part of the Project Manager's representative to disapprove any work or materials shall not prejudice the authority of the Project Manager thereafter to disapprove such work or materials and to give instructions for the removal or for the rectification thereof;



- e) If the Contractor questions any communication of the Project Manager's representative, he may refer the matter to the Project Manager who shall confirm, reverse or vary the contents of such communication.
- f) The Project Manager or his representative may appoint any number of persons to assist the Project Manager's representative in carrying out his duties. Such assistants shall have no authority to issue any instructions to the Contractor save in so far as such instructions may be necessary to enable them to carry out their duties and to secure their acceptance of materials, plant, equipment and machinery or workmanship as being in accordance with the Contract, and any instructions given by any of them for those purposes shall be deemed to have been given by the Project Manager's representative.

2.3. DGPC's Responsibilities

- 2.3.1. DGPC shall ensure the accuracy of all information and/or data to be supplied by DGPC, except when otherwise expressly stated in the Contract.
- 2.3.2. DGPC shall be responsible for acquiring and providing legal and physical possession of the site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way.
- 2.3.3. If requested by the Contractor, DGPC shall try its best to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all government authorities or public service undertakings that such authorities or undertakings require the Contractor or subcontractors or the personnel of the Contractor or subcontractors, as the case may be.
- 2.3.4. If so specified in the SCC, the DGPC shall provide qualified personnel; shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts, other materials and facilities and shall perform work and services of whatsoever nature to enable the Contractor to complete the Works at or before the time specified in the program furnished by the Contractor under 3.143.14 hereof and in the manner thereupon specified or as otherwise agreed upon by DGPC and the Contractor.



3. The Contractor

3.1. Responsibility of the Contractor

- 3.1.1. The Contractor shall design, execute and complete the works in accordance with the Contract and with the Project Manager's instructions, and shall remedy any defects in the works.
- 3.1.2. The Contractor shall provide all documents specified in the Contract, and all Contractor's personnel, goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for the design, execution, and completion of Works and remedying of defects.
- 3.1.3. The Contractor shall be responsible for the adequacy, stability, and safety of all site operations and of all methods of construction. The Contractor (i) shall be responsible for all Contractor's documents, temporary works and such design of each item of Works, equipment or materials as is required for the item to be in accordance with the contract and (ii) shall not otherwise be responsible for the design or specification of the permanent works.
- 3.1.4. The Contractor shall, whenever required by the Project Manager, submit details of the arrangements and methods which the Contractor purposes to adopt for the execution of the works. No significant alteration to these arrangements and methods shall be made without this having previously being notified to the Project Manager.
- 3.1.5. If the Contract specifies that the Contractor shall design any part of the permanent works, then unless otherwise stated:
- a) The Contractor shall submit to the Project Manager the Contractor's documents for this part in accordance with the procedures specified in the Contract;
 - b) The Contractor's documents, in this regard, shall be in accordance with the specification and drawings, shall be written in the language for communications defined in and shall include additional information required by the Project Manager to add to the drawings for co-ordination of each party's designs;



- c) The Contractor shall be responsible for this part and it shall, when the works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and
- d) Prior to the commencement of the tests on completion, the Contractor shall submit to the Project Manager the “as- built” documents and operation and maintenance manuals in accordance with the specification and in sufficient detail for the Project Manager to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purpose of taking-over under until these documents and manuals have been submitted to the Project Manager.

3.1.6. Within 14 days of possession of site, the Contractor shall erect an information board as specified in SCC and construct a permanent board towards the completion of Project.

3.2. Performance Security

3.2.1. The Contractor shall, within thirty (30) days of the Notification of Award, provide a performance security equivalent to ten percent (10%) of the Contract Price valid until as specified in SCC. However, in case of delay in completion of the Contract, the validity of the contract performance security shall be extended by the Contractor for such period of delay. DGPC shall encash the performance security to avoid it becoming invalid in case of failure by Contractor to extend the validity before 7 days of expiry.

3.2.2. For Contracts not deducting retention money if specified in SCC, the Contractor shall extend the validity of the performance security until 30 days beyond defect liability period (DLP) before the release of final bill payment. In case of failure to extend, DGPC shall withhold from final payment equivalent to 10% of the executed Contract price or the total final payment, in lieu of retention money. If the executed Contract price exceeds the Contract price, then retention money equivalent to 10% of the exceeded amount in addition to the performance security already submitted shall be deducted from the running bills and retained until 30 days beyond DLP.

3.2.3. The performance security shall be denominated in the currency or currencies of the Contract or in a freely convertible currency acceptable to DGPC and shall be in the form specified in SCC, issued/enforceable by any financial institution.



- 3.2.4. The performance security shall be discharged and returned to the Contractor with in thirty (30) days after the issuance of Work completion certificate/no defects liability certificate, whichever is applicable.
- 3.2.5. The proceeds from the Performance Security shall be payable to DGPC as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.

3.3. Contractor's Representative and Construction Manager

- 3.3.1. If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint his representative and shall request DGPC in writing to approve the person so appointed. If DGPC makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If DGPC objects to the appointment within fourteen (14) days giving the reason thereof, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this clause 3.3.1 shall apply thereto.
- 3.3.2. The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract.
- 3.3.3. All notices, instructions, information and all other communications given by DGPC or the Project Manager to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.
- 3.3.4. The Contractor shall not revoke the appointment of the Contractor's Representative without DGPC's prior written consent, which shall not be unreasonably withheld. If DGPC consents thereto, an equivalently qualified, experienced and competent replacement shall be appointed in pursuant to the procedure set out in 3.3.1 3.3.1.
- 3.3.5. The Contractor's Representative may, subject to the approval of DGPC (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may also be revoked



at any time subject to the approval of DGPC. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to DGPC and the Project Manager.

- 3.3.6. Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this clause 3.3.53.3.5 shall be deemed to be an act or exercise by the Contractor's Representative.
- 3.3.7. From the commencement of Works at the Site until operational acceptance, the Contractor's Representative shall appoint a suitable person as the construction manager (hereinafter referred to as "the Construction Manager"). The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, an equivalently qualified, experienced and competent person shall be appointed to act as his or her deputy.
- 3.3.8. DGPC may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of DGPC, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under DGPC shall provide evidence of the same, whereupon the Contractor shall remove such person from the Site.
- 3.3.9. If any representative or person employed by the Contractor is removed in accordance with 3.3.83.3.8, the Contractor shall, where required, promptly appoint a replacement.
- 3.3.10. If any dispute of any kind whatsoever arises between DGPC and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the works - whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract - the parties shall seek to resolve any such dispute or difference by mutual consultation.



3.4. Opportunities for other Contractors

3.4.1. The Contractor shall, upon written request from DGPC or the Project Manager, provide a reasonable opportunity to other Contractors employed by DGPC to carry out the work at or near the Site. If the Contractor so requires, DGPC shall facilitate the Contractor to make use of the facilities created by other Contractors in and around the site, for the purpose of execution of the Contract. In the process of and as a result of using such facilities, if any damage is caused to the Works, the Contractor shall be responsible to make good such damage at his own cost.

3.4.2. If the Contractor, upon written request from DGPC or the Project Manager, makes available to other Contractors any roads or access ways, (the maintenance for which the Contractor is responsible), permits the use by such other Contractors of the Contractor's Equipment, or provides any other service of whatsoever nature to such other Contractors, DGPC shall fully compensate the Contractor for any loss or damage caused or occasioned by such other Contractors in respect of any such use or service, and shall pay to the Contractor a reasonable remuneration for the use of such equipment or the provision of such services.

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

3.4.4. The Contractor shall notify the Project Manager promptly of any defects in the other Contractors' work that come to its notice, and that could affect the Contractor's work. The Project Manager shall determine the corrective measures, if any, required to rectify the situation after inspection of the Works. Decisions made by the Project Manager shall be binding on the Contractor.

3.5. Emergency Work

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

3.5.2. If the Contractor is unable or unwilling to do such work immediately, DGPC may do or cause such work to be done, as it may determine it necessary in order to prevent damage to the Works. In such event DGPC shall, as soon as practicable after the occurrence of



any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons thereof. If the work done or caused to be done by DGPC is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by DGPC in connection therewith shall be paid by the Contractor to DGPC.

3.6. Progress Review Meetings

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

3.7. Protection of the Environment

3.7.1. The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation, and shall preserve and protect all existing vegetation and trees on or adjacent to the Site which do not unreasonably interfere with the execution of the Works. The Contractor shall be held responsible for all unauthorized cutting of and damage to trees, by careless operation of his plant, equipment or materials and stockpiling of materials etc. and DGPC shall have no responsibility on this account.

3.8. Site Regulations and Safety

3.8.1. DGPC and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall draft site regulations and submit a copy to the Project Manager, DGPC



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

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

3.9. Site Clearance

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

3.9.2. Clearance of Site after completion: After completion of all parts of the Works, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Works clean and safe to the satisfaction of the Project Manager, without which the final bill shall be withheld.

3.10. Watching and Lighting

3.10.1. The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Works, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

3.11. Explosives

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



shall include indemnification against all claims in respect of any incident arising from the use of explosives.

3.12. Temporary Utilities

3.12.1. The Contractor, except as stated in SCC, be responsible for the provision of all temporary utilities, including electricity, gas, telecommunication, drinking water, construction water and any other services the Contractor may require for the execution of the Works.

3.13. Working hours

3.13.1. Unless otherwise provided in the Contract, no work shall be carried out during the night and on public holidays of the Kingdom of Bhutan without prior written consent of DGPC, except where work is necessary to ensure the safety of the Works, for the protection of life, or to prevent loss or damage to property. Where work is needed to be carried out during public holidays, the Contractor shall immediately advise the Project Manager and seek his advice and consent. However, the provisions of this clause shall not apply to any work, which is customarily carried out in multiple shifts. Notwithstanding the above provisions, female labour shall not be employed in night shifts.

3.13.2. Notwithstanding 3.13.1 or 5.15.2, if and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the DGPC's consent thereto, DGPC shall not unreasonably withhold such consent.

3.14. Program of Performance

3.14.1. Within twenty-eight (28) days of the Effective Date, the Contractor shall prepare and submit in soft copies to the Project Manager for his approval a detailed program of performance of the Contract, made in the form of PERT network (prepared in the software as may be directed by DGPC) and showing the sequence in which it proposes to design, execute and complete the Works as well as the date(s) by which the Contractor reasonably requires that DGPC shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in accordance with the program and to achieve completion of the Works in accordance with the Contract. The Contractor



shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the Time for Completion given in the SCC and any extension granted in accordance with **Error! Reference source not found.8.3**, and shall submit all such revisions to the Project Manager for his approval.

3.15. Progress of Performance

3.15.1. If at any time the Contractor's actual progress falls behind the program referred to in 3.143.14.1, or it becomes apparent that it shall so fall behind, the Contractor shall, at the request of DGPC or the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain completion of the Works within the Time for Completion under, any extension thereof entitled under, or any extended period as may otherwise be agreed upon between DGPC and the Contractor.

4. Subcontracting

4.1. The Contractor shall not Sub-Contract any part of the Contract or any part of the scope of work under the Contract, without explicit and written approval of DGPC.

4.2. Where sub-Contracting is allowed and approved, the Contractor shall prepare a list of subcontractors with the approval of DGPC. The Contractor may propose any addition to or deletion from any such list. The Contractor shall submit any such list or any modification thereto to DGPC for its approval in sufficient time so as not to impede the progress of Works. Such approval by DGPC for any of the subcontractors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract.

4.3. The Contractor shall be responsible fully for the acts, defaults and negligence of his sub-Contractors, their agents, servants, and workmen as if such acts, defaults, and negligence is of the Contractor. The Contractor shall be under obligation to furnish the un-priced copies of the Contracts awarded to the sub-Contractors at the request of DGPC.

5. Contractor's Staff/Labour and Equipment



5.1. Key Personnel

5.1.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule. If the Contractor fails to deploy the personnel as committed in the Bidding Document, the DGPC shall stop the work if the quality of work is going to suffer or otherwise deduct the salaries of such personnel at a rate stipulated in the SCC per month per personnel for every month of absence of such personnel from the site. Such deductions shall continue till such time that the Contractor deploys the key personnel acceptable to the DGPC. If the Contractor fails to deploy such key personnel within one to four months, the deductions may be discontinued and the Contractor's failure to deploy such personnel shall be treated as a fundamental breach of Contract. This shall also apply to the commitment of employment to Bhutanese.

5.2. Labour

5.2.1. The Contractor shall provide and employ on the Site in the execution of the Works such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labour that has the necessary skills.

5.2.2. Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation, medical care and catering of all labour, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.

5.2.3. The Contractor shall be responsible, at his own cost, for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labour and personnel to be employed on the Site into the Kingdom of Bhutan. The Contractor shall submit to DGPC for its approval details and bio-data of all expatriate personnel, which he proposes to engage for the performance of Works under the Contract, at least sixty (60) days prior to their departure for Bhutan. Such data for each personnel shall contain, among other details, his name, present address, his assignment and responsibility in connection with the Works, and a short resume of his qualifications, experience etc. in relation to the works to be performed by him.



- 5.2.4. Any expatriate personnel deployed for the Works at Site, if found unsuitable or unacceptable later on to RGoB/ DGPC, shall within a reasonable time, be repatriated by the Contractor, who shall make alternative arrangements for providing a suitable replacement.
- 5.2.5. The Contractor shall at its own expense provide the means of repatriation to all of its and its subcontractor's personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, DGPC may provide the same to such personnel and recover the cost of doing so from the Contractor.
- 5.2.6. No person brought to Bhutan for the completion of Works shall be repatriated without the consent of the Project Manager on a written request from the Contractor for such repatriation giving reasons thereof. The Project Manager may give permission for such repatriation provided it is satisfied that the progress of Works shall not suffer due to such repatriation/replacement.
- 5.2.7. The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labour of its subcontractors for the preservation of peace and protection of persons and property at the Site and its surroundings.
- 5.2.8. In dealing with the labourers and workers engaged at the Works by him or his sub-Contractors, the Contractor shall pay due regards to all recognized festivals, holidays, and traditions and cultures of the labourers. The Contractor shall also comply with all local laws and regulations pertaining to labour and expatriate personnel issued by Ministry of Home and Cultural Affairs, RGOB. The Contractor shall indemnify DGPC in respect of all claims that may be made against DGPC for non-compliance thereof by the Contractor. In case of non-compliance by the Contractor, the Project Manager may take such actions as may be necessary for compliance of the various labour laws and recover the costs thereof from the Contractor.
- 5.2.9. The Contractor shall, deliver to the Project Manager or to the Project Manager's representative, a report in such form and at such intervals as the Project Manager may prescribe, regarding the number and names of supervisory staff and different categories of labour engaged by the Contractor.



5.3. Contractor's Equipment

- 5.3.1. All the equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Project Manager's consent stating that the equipment is no longer required for the execution of the Contract.
- 5.3.2. The Contractor shall deploy construction equipment as per agreed schedule. Provided further that in case of slow rate of progress of Works, the Contractor should supplement the agreed schedule of Contractor's Equipment with additional construction equipment so as to ensure completion of Works within Time for Completion at no extra cost to DGPC.
- 5.3.3. If the Contractor does not make available at site the equipment committed for the Contract, the hiring charges of such equipment shall be deducted at a rate stipulated in the SCC per month for every month of absence for a period up to four months after which the deductions shall be discontinued and the Contractor's failure to produce such equipment at site shall be treated as a fundamental breach of Contract.
- 5.3.4. Unless otherwise specified in the Contract, upon completion of the Works, the Contractor shall remove from the Site all Contractor's Equipment brought by the Contractor onto the Site and any surplus materials remaining thereon.
- 5.3.5. DGPC may, if requested, use its best endeavours to assist the Contractor in obtaining any government permission required by the Contractor for the export of the Contractor's Equipment imported by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.

6. Plant, Material and Workmanship

6.1. Methodology of Construction & Equipment mobilization

- 6.1.1. Methodology of construction and the work plan adopted by Contractor shall match the construction methodology/requirements specified in the Technical Specifications. The suggested minimum plant & equipment and machinery to be deployed by the



Contractor for the execution of Works shall be as given in Technical Specifications. The Contractor shall arrange at his own expense all tools, plant and equipment required for execution of the Works.

6.2. Test and Inspection

- 6.2.1. The Contractor shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the plant, materials and any part of the Works as specified in the Contract.
- 6.2.2. DGPC and the Project Manager or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that DGPC shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and boarding & lodging expenses.
- 6.2.3. Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to the Project Manager. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable DGPC and the Project Manager (or their designated representatives) to attend the test and/or inspection.
- 6.2.4. The Contractor shall provide the Project Manager with a certified report of the results of any such test and/or inspection.
- 6.2.5. If DGPC or Project Manager (or their designated representatives) fails to attend the test and/or inspection, or if it is agreed between the Parties that such persons shall not do so, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a certified report of the results thereof.
- 6.2.6. The Project Manager may require the Contractor to carry out any test and/or inspection not required by the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of Works and/or the Contractor's performance of its core obligations under the Contract, due



allowance shall be made in respect of the Time for Completion and the other obligations so affected.

- 6.2.7. If any part of the Works fails to pass any test and/or inspection, the Contractor shall either rectify or replace such part of the Works and shall repeat the test and/or inspection upon giving a notice in accordance with clause 6.2.36.2.3.
- 6.2.8. If any dispute or difference of opinion shall arise between the Parties in connection with or arising out of the test and/or inspection of any part of the Works that cannot be settled between the Parties within a reasonable period of time, it may be referred to the Adjudicator for determination in accordance with 3.2.
- 6.2.9. The Contractor agrees that neither the execution of a test and/or inspection of plant, equipment or any part of the Works, nor the attendance by DGPC or the Project Manager, nor the issue of any test certificate pursuant to 6.2.4, shall release the Contractor from any other responsibilities under the Contract.
- 6.2.10. No part of the Works or foundations shall be covered up on the Site without the Contractor carrying out any test and/or inspection required under the Contract. The Contractor shall give a reasonable notice to the Project Manager whenever any such part of the Works or foundations is ready or about to be ready for test and/or inspection; such test and/or inspection and notice thereof shall be subject to the requirements of the Contract. The Project Manager shall then without unreasonable delay carry out the test/inspection or measurement.
- 6.2.11. The Contractor shall uncover any part of the Works, or shall make openings in or through the same as the Project Manager may from time to time require at the Site, and shall reinstate and make good such part or parts.
- 6.2.12. If any part of the Works have been covered up at the Site after compliance with the requirement of 6.2.106.2.10 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by DGPC, and the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been delayed or impeded in the performance of any of its obligations under the Contract.

7. Work Execution



7.1. Benchmark

- 7.1.1. The Contractor shall be responsible for the true and proper setting-out of the Works in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of DGPC.
- 7.1.2. If, at any time during the progress of Works, any error shall appear in the position, level or alignment of the Works, the Contractor shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Project Manager. If such error is based on incorrect data provided in writing by or on behalf of DGPC, the expense of rectifying the same shall be borne by DGPC. The checking of any benchmark by the Project Manager shall not relieve the Contractor of his responsibility.

7.2. Contractor's Supervision

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

7.3. Quality Assurance Program

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

7.4. Progress Report



7.4.1. The Contractor shall monitor progress of all the activities specified in the program referred to in 3.143.14.1 above, and supply a progress report to the Project Manager every month.

7.4.2. The progress report shall be in a form acceptable to the Project Manager and shall include, among other details: (a) percentage completion achieved vis-à-vis planned activities; and (b) where any activity is behind schedule providing reasons and likely consequences and stating the corrective action being taken. The progress report shall be supported by photographs and other written material as the Project Manager may direct.

7.5. Materials obtained from excavation

7.5.1. Materials of any kind obtained from excavation on the Site shall remain the property of DGPC and shall be disposed of as the Project Manager may direct.

7.5.2. All fossils, coins, articles of value or antiquity, structures and other remains or things of geological or archaeological interest discovered on the Site shall be the absolute property of DGPC and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing. Upon discovery and before removal of such items or structures, the Contractor shall immediately inform the Project Manager and shall dispose the same as per the direction of the Project Manager and at the cost of DGPC.

8. Commencement, Delays and Suspension

8.1. Time for commencement and completion

8.1.1. The Works must be taken up and completed in all respects within the specified time of completion as mentioned in the SCC and the NoA.

8.1.2. Before the actual commencement of works, the Contractor shall submit an execution schedule of work clearly showing the materials, men and equipment to be mobilized by him to execute the works. The schedule should contain the planned monthly progress of the works for the approval of the Project Manager who shall have the authority to make additions, alternations and substitutions to such schedule in consultation with the Contractor.



8.2. Manner of Execution

- 8.2.1. The Contractor shall carry out all aspects of the Works in the manner (if any) specified in the Contract:
- a) In a proper workmanlike and careful manner with a high sense of aesthetics and in accordance with recognized good practice; and
 - b) With properly equipped facilities and using non-hazardous materials, except as otherwise specified in the Contract.
- 8.2.2. Within thirty (30) days of the Effective Date, the Contractor shall prepare and submit in soft copies to the Project Manager for his approval a detailed construction schedule showing the sequence and interdependence of activities and work breakdown structure covering all the activities to meet milestone schedules for complete performance of work, starting from the commencement date to completion within the Time for Completion.
- 8.2.3. The detailed construction schedule shall include time scaled network diagrams and Gantt charts, based on calendar days. It shall be constructed to show the order in which the Contractor proposes to carry out the work and availability/requirement and use of manpower, materials and construction equipment. The Contractor shall utilize the detailed construction schedule in planning, scheduling, monitoring, coordinating and performing the Works under the Contract (including activities of subcontractors, plant vendors, material suppliers, etc.). The program so submitted by the Contractor shall be in accordance with the Contract.
- 8.2.4. The Project Manager and Contractor shall meet within seven (7) days of submittal of the detailed construction schedule to review and make any necessary adjustments or revisions. The Contractor shall submit the revised schedule within seven (7) days of re-submission. The process of finalizing the detailed construction schedule shall be completed within sixty (60) days from the date of issue of Notification of Award. The detailed construction schedule, once approved by DGPC, shall become the baseline record schedule. The baseline detailed construction schedule shall be used for all monitoring and evaluation of Contractor's performance.
- 8.2.5. The Contractor shall update and revise the schedule as and when appropriate or when required by the Project Manager, but without modification in the Time for Completion



and any extension granted and shall submit all such revisions to the Project Manager for his approval.

8.2.6. If at any time the Contractor's actual progress falls behind the program, or it becomes apparent that it shall so fall behind, the Contractor shall, at the request of DGPC or the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain completion of the Works within the Time for Completion, any extension thereof entitled, or any extended period as may otherwise be agreed upon between DGPC and the Contractor.

8.3. Extension of Time for Completion

8.3.1. The Time(s) for Completion specified in the SCC shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- a) Any Change in the Works as provided in
- b) Any occurrence of Force Majeure as provided in
- c) Any suspension order given by DGPC under ereof or reduction in the rate of progress pursuant to 14.5.4;
- d) Any changes in laws and regulations as provided in
- e) Any default or breach of the Contract by DGPC, specifically including failure to supply agreed items or any activity, act or omission of any other Contractors employed by DGPC; or
- f) Any other matter specifically mentioned in the Contract.

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

8.3.3. Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, DGPC and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept DGPC's



estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to the Adjudicator, pursuant to 3.2.

8.3.4. In no case the extension in Time for Completion shall be permitted for the defaults on the part of the Contractor.

8.4. Liquidated Damages

8.4.1. The Contractor shall pay liquidated damages to the DGPC at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the ten percent (10%) of the executed Contract Price. The DGPC may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

9. Taking Over

9.1. Test on Completion

9.1.1. The Contractor shall carry out the tests on completion in accordance with.

9.1.2. The Contractor shall provide to the Project Manager with a minimum of twenty-one (21) days' notice of the date after which the Contractor shall be ready to carry out each of the tests on completion. Unless otherwise agreed, tests on completion shall be carried out within fourteen (14) days after the notice period on such day or days, as the Project Manager shall instruct.

9.1.3. In considering the result of the tests on completion, DGPC shall make allowances for the effect of any use of the Works by DGPC on the performance or other characteristics of the Works. As soon as the Works, or a part, have passed any tests on completion, the Contractor shall submit a certified report of the results of these tests to DGPC.

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



- 9.1.5. If the Contractor fails to carry out the tests on completion within the period of twenty-one (21) days, the DGPC's personnel may proceed with the tests at the risk and cost of the Contractor. The tests on completion shall then be deemed to have been carried out in the presence of the Contractor and the result of the tests shall be accepted as accurate.
- 9.1.6. If the Works, or a part, fail to pass the tests on completion, DGPC may require the failed tests on completion on any related work, to be repeated under the same terms and conditions.
- 9.1.7. If the Works, or a part, fail to pass the tests on completion repeated under GCC.9.1 above, the Project Manager shall be entitled to:
- a) order further repetition of tests on completion as provided under GCC.9.1;
 - b) reject the Works if the effect of the failure is to deprive DGPC of substantially the whole benefits of the Works in which event DGPC shall have the same remedies as are provided in GCC 10.3.3 (c);
 - c) issue a Taking-Over Certificate, if DGPC so requests.

9.2. Taking Over of Works

- 9.2.1. The Works shall be taken over by DGPC upon successful execution of Works by the Contractor in accordance with provisions of Contract.
- 9.2.2. On successful completion of Works or any part thereof and upon request of the Contractor for taking over the Works and issuance of Taking Over Certificate (TOC), DGPC shall, within forty-five (45) days after the receipt of the Contractor's application, or within fifteen (15) days from the date of actual handing over of relevant Works, whichever is later, either issue the TOC or reject the application giving its reasons and specifying the work required to be done by the Contractor to enable the TOC to be issued.



- 9.2.3. TOC shall be issued to the Contractor specifying the date on which the Works or any part thereof were complete and ready for taking over, after ascertaining the following:
- a) The Works have been satisfactorily completed by the Contractor as per the provisions of Contract.
 - b) The Contractor has cleared the Site of all the surplus materials, removed all scaffoldings, shuttering materials, labour huts/sheds, cleaned the dirt from Site, temporary sanitary and water supply arrangements and all electrical gadgets/ equipment/ switches, wiring, any wood work or any such item, as relevant to the Contract to the satisfaction of the Project Manager, except those required for carrying out rectification works.
 - c) All the defects have been rectified to the complete satisfaction of the Project Manager.
- 9.2.4. Issuance of such certificates shall not relieve the Contractor of any of his obligations which otherwise were to be complied with under the terms and conditions of the Contract.
- 9.2.5. Notwithstanding the above-mentioned provisions, the issuance of TOC shall not be held up due to a delay in completion/ rectification of works of minor nature that do not affect the performance/ use of the Works. In such a case the Contractor shall, however, be required to give an undertaking stating that in case he fails to complete/rectify the defects within a mutually agreed period, DGPC shall be at liberty to carry out the work at his risk and cost, and deduct an amount as may be considered appropriate by DGPC.
- 9.2.6. Issuance of TOC for any part of the Works is only for the purpose of facilitating the Contractor to receive the payment for part of the Works completed and for determination of liquidated damages in respect thereof and shall not relieve the Contractor of his responsibilities under the Contract towards other parts of the Works.
- 9.2.7. At the time of taking over the work, the Project Manager shall ensure that the Contractor constructs a permanent information board as specified in SCC.

9.3. Operating and Maintenance Manuals

- 9.3.1. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.



9.3.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the SCC from payments due to the Contractor.

10. Defects

10.1. Correction of Defects

10.1.1. The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period (DLP), which begins at Completion, and is defined in the SCC. Every time notice of a Defect is given; the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

10.2. Uncorrected Defects

10.2.1. If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount to the DGPC. At the option of the DGPC, payment of such costs may be made in whole or in part by the DGPC deducting and keeping for itself appropriate amounts from the Retention Money and/or claiming against any bank guarantee provided by the Contractor.

10.2.2. Defects Liability Period shall be extended for as long as the defects remain to be corrected.

10.3. Defect Liability

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



10.3.2. The Defect Liability Period shall be as specified in the SCC. Where any part of the Works is taken over separately, the Defects Liability Period for that part shall commence on the date it was taken over.

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

- a) carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for the work. The Contractor shall pay to DGPC the costs reasonably incurred by DGPC in remedying the defect or damage;
- b) require the Project Manager to agree or determine a reasonable reduction in the Contract Price; or
- c) if the defect or damage deprives DGPC of substantially the whole benefit of the Works or any major parts of the Works, DGPC may terminate the Contract as a whole, or in respect of such major part, which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, DGPC shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the site and returning plant and materials to the Contractor. If the Works or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Works or such part, as the case may be, shall be extended by a period equal to the period during which the Works or such part cannot be used by DGPC because of any of the aforesaid reasons. Upon correction of the defects in the Works or any part thereof by repair/replacement, such repair/replacement shall have the Defect Liability Period for a period of twelve (12) months from the time such replacement/repair of the Works or any part thereof has been completed.

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



11. Measurement and Valuation

11.1. Except as otherwise stated in the Contract and notwithstanding local practice:

11.1.1. Measurement shall be made of the net actual quantity of each item of the Works, and

11.1.2. The method of measurement shall be in accordance with the BoQ, technical specifications or other applicable schedules.

11.2. Whenever DGPC requires any parts of the Works to be measured, reasonable notice shall be given to the Contractor's representative, who shall:

11.2.1. Promptly either attend or send a qualified representative to assist the Project Manager in making the measurement, and

11.2.2. Supply any particulars requested by Project Manager.

11.3. If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) DGPC shall be accepted as accurate.

11.4. Except as otherwise stated in the Contract, wherever any Works are to be measured from records, these shall be prepared by DGPC. The Contractor shall, as and when requested, attend to examine and agree with the records with DGPC, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.

11.5. If the Contractor examines and disagrees with the records, and/or does not sign them as agreed, then the Contractor shall give notice to DGPC citing the reasons/basis for the records to be allegedly inaccurate. After receiving this notice, DGPC shall review the records and either confirm or vary them. If the Contractor does not so give notice to DGPC within fourteen (14) days after being requested to examine the records, they shall be accepted as accurate.

12. Variations and Adjustments



12.1. Contract Price Adjustment

12.1.1. The regulation and payment of Contract Price Adjustment under the Contract shall be governed by the provisions specified in the Bidding Documents. The Contract Price as awarded shall be the base Contract Price. A certain fixed percentage of the base Contract Price shall not be subject to any Contract Price Adjustment. The balance percentage to be specified shall be of identified components towards labour, material(s) and H.S. diesel oil, hereinafter called the variable component, shall be subject to Contract Price Adjustment.

12.1.2. The fixed component and the variable components shall be specified in SCC. The amount of Contract Price Adjustment payable/ recoverable for the work done during the relevant period shall be calculated as under:

$$CPA = ACP - BCP$$

Where,

CPA = Control Price Agreement

BCP = Base Contract Price

ACP = Adjusted Contract Price

ACP shall be computed as under:

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

$$F+l+m = 1$$

Where:

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

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



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

L = Labour Index

M = Material Index

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'0' = refers to the value of the above-mentioned labour/ material indices as on thirty (30) days prior to the Bid opening date.

'1' = refers to the value of the corresponding labour / material indices as applicable for the preceding month in which the work is executed for which the adjustment is applicable, respectively.

12.1.3. The total amount payable on the Base Contract Price on account of the Contract Price Adjustment as indicated in above shall not exceed the maximum of twenty percent (20%) of the Contract Price as awarded.

12.1.4. Contract Price Adjustment(s) shall be calculated for the value of Works executed for the billing month as per agreed work schedule. For the purpose of payment/recovery of Price Adjustments, such payment/refund shall be operative and payable in accordance with the schedule completion period (including authorized extensions, if any) or actual completion period, whichever is earlier. Provided further that the Contractor would be eligible for such price adjustment claims or shall be liable for refund on the quantum of Works scheduled or the actual quantum of Works done provided always that the work done is more than or equal to the scheduled of work as per agreed work schedule.

12.1.5. The Contractor shall not be eligible for the payment of the price adjustment claims or liable for refund of Contract Price adjustment for the period beyond the schedule date of execution of Works if the Works has been delayed beyond the scheduled date(s) for reasons attributable to the Contractor. However, for quantities of Works executed beyond the scheduled dates of execution, the Contractor would be liable for refund of Contract Price Adjustment(s) for such delayed Work based on the value of the indices as applicable to the scheduled dates of execution, provided that if the indices of the actual dates of execution are lower than the indices as on scheduled dates of execution, then lower indices shall be applicable. In cases where the execution of Works is delayed for reasons attributable to DGPC, the Contractor shall be eligible for payment or refund of price adjustment on such delayed execution of Works based on the indices prevailing as on the date of execution of such Works.



- 12.1.6. Rates of items included in the Bill of Quantities, whose quantities have varied beyond the permissible deviation limits and rates of extra items, derived and agreed from items included in the Bill of Quantities shall also be subject to price adjustment as per this clause.
- 12.1.7. The Contractor shall, every month after commencement of the Works, submit to the Project Manager a written notice of the changes, if any, that have occurred in the specified indices of Materials, and Labour or that of Diesel price, etc. during the previous reporting period containing the effective date of such change, with authenticated documentary evidence of the relevant applicable published indices / diesel price, etc.
- 12.1.8. Monthly bills for Contract Price Adjustment shall be made by the Contractor commencing first, from the month when all the relevant/ applicable indices/ diesel prices are available and not later than fifteen (15th) day of every month thereafter. The period for processing and making payment for these bills shall also be governed by the provisions as applicable to on-account/ progressive interim payments.

12.2. Change in Works

12.2.1. Introducing a Change

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

- a) Increase or decrease in the quantity of any work included in the Contract;
- b) Omission, insertion, or substitution of any item of work;



- c) Change in the drawings, designs, specifications, character or quality or kind of any such work;
- d) Change in the levels, lines, positions and dimensions of any part of the Works;
- e) Additional work of any kind necessary for the completion of the Works;
- f) Change in any specified sequence, method or timing of construction of any part of the Works.

12.2.2. DGPC shall make any such variations by issuing written instructions to the Contractor and shall ensure that such variations are duly noted by the Contractor and the Project Manager. A variation made shall not, in any way, vitiate or invalid the Contract, but the effect, if any, of such variations shall be valued.

12.2.3. The Contractor shall execute and be bound by each variation, unless the Contractor promptly gives notice to DGPC stating (with supporting particulars and documents) that (i) the Contractor cannot readily obtain the goods and materials required for the variation, or (ii) such variation triggers a substantial change in the sequence of the progress of the on-going works. Upon receipt of such a notice, DGPC shall cancel, confirm or vary the instructions.

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

12.2.5. Notwithstanding 012.2.1 and 12.2.2 12.2.1(b), change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall not be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

12.3. Variations in Contract

12.3.1. The Contractor shall be under obligation to agree for the Changes as may be required during the execution of the Contract as per directions of the Project Manager and



execute such changes at the same rates included in the Contract, provided the total effect of such changes does not exceed the limit of plus/minus twenty percent (+-20%) of the Contract Price. Such ceiling shall however be applicable only for items of work for which rates are provided in the Contract. Notwithstanding the aforesaid provision, the quantities for individual items, if specified in the Contract, can vary to any extent. No claim for revision of rates for any individual item in the Bill of Quantities shall be admissible irrespective of the extent to which the ordered quantity may get revised (+) or (-) during the actual execution of the Works. For Change beyond twenty percent (20%) of the Contract Price, the adjustment in the rates for Bill of Quantity items shall be made as per GCC.12.4. The procedure on how to proceed with and execute Changes is specified in GCC.12.4.

12.4. Adjustment of the Contract Price

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

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

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

Illustration:



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

Award Value (AV)=100

Executed Value (EV)=160

Variation=+ 60%

Final Payable= EV-((60-20) %*(4%*160))

=160-((40%*(4%*160)) =160-2.56=157.44

- b. In case of variation in value of work by (minus) - fifty-five percent (55%), the payment for (45-20) percent i.e., twenty-five percent (25%) of value of work shall be increased by eight percent (8%).

A=Award Value (AV) =2013935.35

B=Executed Value (EV) =1164731.44

C=Decrease in value of work (B-A) = 849,203.91

D=% decrease in value of work (C/A%) = -42.17%

E=% increase in payment on plus variation of -42.17% based on variation

slab=8%

F=Amount on which 8% increase in payment will be applied (42.17%- 20%)

*A=446,489.47

G=Decrease in payment (E%*F) =35,719.16

Final payable=B+G=12, 00,450.60

- 12.4.3. The Contractor within fifteen (15) days from the receipt of an order to execute any extra item shall submit rate analysis to the Project Manager supported by documentary evidence of basic rates adopted therein; having regard to the cost of materials, actual wages of labour, and other operational costs. The analysis so provided by the Contractor shall form the basis for determination of rates for such extra items. Extra items of work which are not provided in the Bill of Quantities shall be paid on the basis of Bhutan Schedule of Rates (BSR) after adjusting such rates for the place of Works and time period



elapsed after the date of BSR. If rates for such extra items are not available in BSR, the rates for such items shall be determined based on the actual expenditure relating to that item including cost of materials, fabrication/machinery handling and erection at site plus twenty percent (20%) towards overheads including profits. The price of varied items determined by the Project Manager shall be final and binding on the Contractor. No payment shall be made for the items of Works ordered to be omitted.

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

12.4.5. Items of work for which rates have been derived shall be eligible for price adjustment as per the price adjustment formula with base date as per the Contract. Rates for extra items, derived as per GCC.12.4.1 above, shall be eligible for price adjustment as per the price adjustment formula with base date corresponding to the date of input costs considered for working out the rates.

12.5. Day Work

12.5.1. For work of a minor or incidental nature not covered in the Bill of Quantities, the Project Manager may instruct that a Change shall be executed on a daywork basis.

12.5.2. The Contractor shall deliver each day to the Project Manager accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work:

- a) the names, occupations and time of Contractor's employees;
- b) the identification, type and time of Contractor's Equipment and temporary works;
and
- c) the quantities and types of plant and materials used.



12.5.3. One copy of each statement shall, if correct, or when agreed, be signed by the Project Manager and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Project Manager for further approval and inclusion in the next running bill for payment.

12.6. Record of costs

12.6.1. In any case where the Contractor is instructed to proceed with a variation prior to the determination of the adjustment to the Contract Price in respect thereof, the Contractor shall keep records of the cost of undertaking the variation and of time expended thereon. Such records shall be open to inspection by the Project Manager at all reasonable times.

12.7. Change in Laws and Regulations

12.7.1. If, after the date seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in the Kingdom of Bhutan (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between DGPC and the Contractor. These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor of foreign Contractor and shall also not be applicable on the bought-out items dispatched directly from sub-vendor's works to site. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with clause GCC 12.2 hereunder.

13. Contract Price and Payment

13.1. Contract Price



- 13.1.1. The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract. If specified in the SCC, the Contract Price shall be adjusted.
- 13.1.2. The Contract Price charged by the Contractor for the performance of the Works shall not vary from the prices quoted by the Contractor in its Bid, with the exception of any price adjustments as per the provisions of the Contract specified in the SCC.
- 13.1.3. Subject to 2.3.12.3.1 and hereof, the Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

13.2. Advance Payment

13.2.1. Mobilization Advance

- a) DGPC may provide for payment of interest free mobilization advance of a maximum ten (10) percent of the Contract price on request from the Contractor, if the payment of mobilization advance is stated in the SCC.
- b) Together with the request for mobilization advance, the Contractor shall submit an unconditional bank guarantee for an equivalent amount of advance requested in accordance with the Contract agreement.
- c) The advance shall be recovered through proportionate/percentage deductions from payments made to the Contractor. All advances shall be fully recovered by the time eighty percent (80%) of the Contract is executed.

13.2.2. Secured Advance

- a) If stated in the SCC, DGPC may provide for payment of secured advance to the Contractor against the construction materials brought to the work site as per the Contract agreement and verified by the Project Manager. The list of materials and the quantities not liable for secured advance if any, shall be specified in the SCC. In exceptional circumstances if specified in SCC, secured advance shall be given on account of plants & machineries.



- b) The payment of the secured advance shall be based on the following conditions:
 - a. The materials shall be in accordance with the specifications and shall not be in excess of the requirements;
 - b. A declaration shall be given by the Contractor passing on the lien on the rights of the materials to the DGPC. However, the materials delivered at work site, shall be properly stored and protected against loss, damage or deterioration by the Contractor;
 - c. The amount of the secured advance shall not be more than seventy-five (75%) of the cost of materials delivered at the site of works, which shall be supported by the original invoices/bills. All materials imported from other countries shall be supported by Bhutan Sales Tax receipts or customs clearance. In case of fabrication works off site, secured advance may be paid to the Contractor after site inspection is carried out by the Procuring Agency at the cost of the Contractor, submission of proof of payment and submission of work order;
 - d. The advance shall be recovered through proportionate/percentage deductions from payments made to the Contractor. All advances shall be fully recovered by the time eighty percent (80%) of the Contract is executed.

13.3. Terms of Payment

13.3.1. The Contract Price shall be paid as specified in the Contract:

- a) The Contractor's request for payment shall be made to DGPC in writing accompanied by invoices and documents, describing, as appropriate, the work done and related services performed in fulfilment of the obligations stipulated in the Contract.
- b) Payment shall be made promptly by DGPC, no later than 30 (thirty) days after the receipt of bills and documents in accordance with GCC 13.3.1(a), provided that the documents are compliant with all the requirements of DGPC.



- c) No payment made by DGPC herein shall be deemed to constitute acceptance by DGPC of the works or any part(s) thereof.
- d) The currency or currencies in which payments are made to the Contractor under this Contract shall be those in which the Contract Price is expressed in the Contractor's Bid. In cases where the Bid price is in Indian Rupees or Bhutanese Ngultrum, DGPC shall at its discretion make payment in either of the currencies at the exchange rate of one Ngultrum = one Indian Rupees.
- e) Wherever applicable, the release of first progressive interim payment shall be subject to submission of documentary evidence by the Contractor towards having taken the insurance policy (ies) and acceptance of the same by the Project Manager.

13.4. Taxes and Duties

- 13.4.1. The prices bid by the Contractor shall include all duties, taxes, and levies that may be levied in accordance with the laws and regulations in force as of the date 30 days prior to the closing date for submission of Bids. As such, except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its subcontractors or their employees by all municipal, state or national government authorities in connection with the Works in and outside of the Kingdom of Bhutan.
- 13.4.2. At the time of release of payment, tax shall be deducted at source (TDS) from Bhutanese Bidders and International Bidders as specified in the SCC from the gross amount of bills. DGPC shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB. The Contractor shall be responsible to deduct tax at source from the gross payments made to the sub-Contractors and deposit the same to the account of RGoB as per provisions of law in this regard in force from time to time.
- 13.4.3. If any rates of taxes or levies are increased or decreased, a new tax or levy is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Contract, an equitable adjustment of the



Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction therefrom, as the case may be.

- 13.4.4. The Contractor's staff, personnel and labour shall be liable to pay personal income tax in Bhutan in respect of such of their salaries and wages as are chargeable under the laws and regulations in force and the Contractor shall perform such duties with regard to such deductions thereof as may be imposed on him by such laws and regulations.

13.5. Retention Money

- 13.5.1. The DGPC shall retain ten percent (10%) from each payment due to the Contractor in the proportion stated in the SCC until Completion of the whole of the Works as retention money.

- 13.5.2. The Retention Money may be returned to the Contractor upon issuance of No Defects Liability Certificate. After completion of the work, the Contractor may substitute the retention money with an unconditional bank guarantee, issued/enforceable by any financial institution in Bhutan. Such bank guarantee shall be valid until the completion of Defect Liability Period.

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

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

14. Termination

14.1. Termination for DGPC's Convenience

- 14.1.1. DGPC shall at any time terminate the Contract for any reason by giving the Contractor (and a copy to the Project Manager) a sixty (60) days prior notice of termination that refers to this clause GCC 14.1.

14.2. Termination for Contractor's default



14.2.1. In situations/conditions defined below, DGPC shall serve a notice to the Contractor highlighting the default/limitation on the part of the Contractor and advising the Contractor to take appropriate corrective/remedial measures. If the Contractor fails to correct or to take steps to remedy the faults/limitations within fourteen (14) days of the notice served by DGPC, DGPC may, without prejudice to any other rights it may possess, terminate the Contract forthwith by giving a fifteen (15) days prior notice of termination with a copy to the Project Manager and its reasons thereof to the Contractor, referring to this clause GCC 14.2.1.

- a) If the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt;
- b) If the Contractor assigns or transfers or sub-Contracts the Contract in whole or in part or any right or interest therein in violation of the provision of 1.51.5.1;
- c) If the Contractor, in the judgement of DGPC has engaged in fraud or corruption, as defined in 1.31.6 in competing for or in executing the Contract;
- d) If the Contractor has abandoned or repudiated the Contract for more than 30 days;
- e) If the Contractor has, without valid reasons, failed to commence the Works promptly or has suspended (other than pursuant to 14.5.4/14.5.4) the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from DGPC to proceed;
- f) If the Contractor persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause and does not make good such failure or neglect within reasonable period even after a written notice by the Project Manager;



- g) If the Contractor refuses or is unable to provide required/sufficient materials, services, equipment or manpower to execute and complete the Works in the manner specified in the program furnished under 3.143.14.1 at rates of progress that give reasonable assurance to DGPC that the Contractor can attain completion of the Works by the Time for Completion as extended;
- h) If the liquidated damages to be levied in terms of the provisions under has reached a maximum of ten percent (10%) of the Contract Price and it appears to the Project Manager that the Contractor is unable to complete the Works.

14.2.2. Upon receipt of the notice of termination under GCC 14.1 and GCC 14.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination:

- a) Cease all further work, except for such work as DGPC may specify in the notice of termination for the sole purpose of protecting that part of the Works already executed, or any work required to leave the Site in a clean and safe condition;
- b) Terminate all subcontracts, except those to be assigned to DGPC pursuant to paragraph (d)(ii) below;
- c) Remove all Contractor's Equipment from the Site, repatriate the Contractor's and its subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition;
- d) In addition, the Contractor, subject to the payment specified in GCC.14.4, shall:
 - (i) Deliver to DGPC the parts of the Works executed by the Contractor up to the date of termination;
 - (ii) To the extent legally possible, assign to DGPC all right, title and benefit of the Contractor to the Works and to the plant, equipment or material as at the date of termination, and, as may be required by DGPC, in any subcontracts concluded between the Contractor and its subcontractors;



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

14.2.3. Upon termination under GCC 14.2, DGPC may expel the Contractor, and complete the Works itself or by employing any third party. DGPC may, to the exclusion of any right of the Contractor over the same, take over and use any Contractor's equipment owned by the Contractor and at site in connection with the Works for such reasonable period, as DGPC considers expedient for the completion of the work. However, in doing so, DGPC shall pay a fair rental rate to the Contractor, bear all the maintenance costs and indemnify the Contractor for all liability including damage or injury to persons arising out of DGPC's use of such equipment. Upon completion of the Works or at such earlier date as DGPC thinks appropriate, DGPC shall give notice to the Contractor that such Contractor's Equipment shall be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

14.3. Termination by Contractor

14.3.1. The Contractor may terminate the Contract forthwith by giving a notice to DGPC to that effect, referring to this clause 14.3.1, if DGPC becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if DGPC takes or suffers any other analogous action in consequence of debt.

14.3.2. If the Contract is terminated under 14.3.1, then the Contractor shall immediately:

- a) Cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Works already executed, or any work required to leave the Site in a clean and safe condition;
- b) Terminate all subcontracts, except those to be assigned to DGPC pursuant to paragraph (d)(ii) below;



- c) Remove all Contractor's Equipment from the Site and repatriate the Contractor's and its subcontractor's personnel from the Site;
- d) In addition, the Contractor, subject to the payment specified in, shall
 - (i) Deliver to DGPC the parts of the Works executed by the Contractor up to the date of termination;
 - (ii) To the extent legally possible, assign to DGPC all right, title and benefit of the Contractor to the Works and to the plant, equipment or materials as of the date of termination, and, as may be required by DGPC, in any subcontracts concluded between the Contractor and its subcontractors;
 - (iii) Deliver to DGPC all non-proprietary drawings, specifications and other documents prepared by the Contractor or its subcontractors as of the date of termination in connection with the Works.

14.4. Payment upon Termination

- 14.4.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of work not completed, as indicated in the SCC. If the total amount due to the DGPC exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor to the DGPC.
- 14.4.2. If the Contract is terminated for the DGPC's convenience or because of a fundamental breach of Contract by the DGPC, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

14.5. Suspension



- 14.5.1. DGPC /Project Manager may, by notice to the Contractor, order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons thereof. The Contractor shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Works) until ordered in writing to resume such performance by the Project Manager/ DGPC.
- 14.5.2. If, by virtue of a suspension order given by the Project Manager/ DGPC, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Project Manager requiring that DGPC shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a Change in the Works in accordance with excluding the performance of the suspended obligations from the Contract.
- 14.5.3. If DGPC fails to do so within such period, the Contractor may, by a further notice to the Project Manager, elect to treat the suspension, where it affects only a part of the Works, as a deletion of such part of the Works in accordance with or, where it affects the whole of the Works, as termination of the Contract under 14.1.
- 14.5.4. Under the condition (a) and (b) below, the Contractor may, by giving fourteen (14) days' notices to DGPC suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress:
- a) If DGPC has failed to pay the Contractor any sum due under the Contract within the specified period, or has failed to approve any invoice or supporting documents without just cause or commits a substantial breach of the Contract, the Contractor may give a notice to DGPC that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires DGPC to remedy the same, as the case may be. If DGPC fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice; or
 - b) If the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to DGPC, including but not limited to DGPC's failure



to provide possession of or access to the Site or other areas in accordance with 2.3.2, or failure to obtain any governmental permit necessary for the execution and/or completion of the Works;

14.5.5. If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this clause, then the Time for Completion shall be extended in accordance with, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by DGPC to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract.

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

15. Care of the Works and Indemnities

15.1. Protection of Works

15.1.1. The Contractor shall have total responsibility for protecting the Works till it is finally taken over by DGPC. No claim shall be entertained by DGPC for any damage or loss to the Works and the Contractor shall be responsible for the complete restoration of the damaged works/equipment to its original condition to comply with the specification and drawings.

15.1.2. The Contractor shall, in connection with the Works, provide and maintain at his own cost all lights, guards, fencing and security when and where necessary or required by DGPC or by any authority for the protection of the Works or for the safety and convenience of the public or others.

15.2. Copyright

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



15.3. Confidential Information

- 15.3.1. DGPC and the Contractor shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Sub-vendors such documents, data and other information as it receives from DGPC to the extent required for the Sub-vendors to perform its obligations under the Contract, in which event the Contractor shall be under obligation to have a clause in the Contracts with their sub vendors regarding confidentiality similar to that provided herein.
- 15.3.2. DGPC shall not use such documents, data and other information received from the Contractor for any purposes unrelated to the Contract. Similarly, the Contractor shall not use such documents, data and other information received from DGPC for any purpose other than the design, procurement of plant and equipment, construction or such other work and services as are required for the performance of the Contract.
- 15.3.3. The obligation of a Party under 15.3.1 and 15.3.2 above, however, shall not apply to information that:
- a) DGPC or the Contractor needs to share with the RGoB;
 - b) Is already in 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.



- 15.3.4. The above provisions 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.
- 15.3.5. The provisions shall survive completion or termination, for whatever reason, of the Contract.

15.4. Patent Indemnity

- 15.4.1. The Contractor shall, subject to DGPC's compliance with 15.4.2, indemnify and hold harmless DGPC and its employees from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which DGPC may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- a) The execution of the Works by the Contractor or the use of the Works in the Kingdom of Bhutan; and
 - b) The sale in any country of the products produced by the Works.
- 15.4.2. Such indemnity shall not cover any use of the Works or any part thereof other than for the purpose indicated by or reasonably to be inferred from the Contract, neither any infringement resulting from the use of the Works or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Contractor, pursuant to the Contract.
- 15.4.3. If any proceedings are brought or any claim is made against DGPC arising out of the matters referred to in 15.4.1, DGPC shall promptly give the Contractor notice thereof, and the Contractor may at its own expense and in DGPC's name conduct such proceedings or claims and any negotiations for the settlement of any such proceedings or claims.
- 15.4.4. If the Contractor fails to notify DGPC within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claims, then DGPC shall be free to conduct the same on its own behalf at the cost of the Contractor.



15.4.5. DGPC shall, at the Contractor's request, provide all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

15.4.6. DGPC shall indemnify and hold harmless the Contractor and its employees from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification or other documents or materials provided or designed by or on behalf of DGPC.

15.5. Limitations of Liability

15.5.1. 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, damage, loss of use, loss of production, or loss of profits or interest costs. However, this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to DGPC; and
- b) The aggregate liability of the Contractor to DGPC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price. However, this limitation shall not apply to the cost of repairing or repairing defective works, or to any obligation of the Contractor to indemnify DGPC with respect to patent infringement.

15.5.2. In all cases, the Party claiming a breach of Contract or a right to be indemnified in accordance with the Contract shall be obliged to take all reasonable measures to mitigate the loss or damage.

15.6. Indemnification DGPC

15.6.1. The Contractor shall indemnify and hold harmless DGPC and its employees from and against any and all suits, actions or administrative proceedings, claims, demands, losses,



damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Works whether accepted or not), arising in connection with the execution of Works and caused due to the negligence of the Contractor or its subcontractors, or its employees, or agents. For any injury, death or damages to property caused by the negligence of DGPC, its other Contractors, employees, or agents DGPC shall be responsible.

- 15.6.2. If any proceedings are brought or any claim is made against DGPC that might subject the Contractor to liability under 15.6.1, DGPC shall promptly give the Contractor a notice thereof and the Contractor shall at its own expense and in the DGPC s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 15.6.3. If the Contractor fails to notify DGPC within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then DGPC shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify DGPC within the twenty-eight (28) day period, DGPC shall make no admission that may be prejudicial to the defense of any such proceedings or claim.
- 15.6.4. DGPC shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.
- 15.6.5. DGPC shall indemnify and hold harmless the Contractor and its employees and subcontractors from any liability for loss of or damage to property of DGPC, other than the Works not yet taken over, that is caused by fire, explosion or any other perils, in excess of the amount recoverable from insurances procured under GCC.17, provided that such fire, explosion or other perils were not caused by any act or failure of the Contractor.
- 15.6.6. The Party entitled to the benefit of an indemnity under this clause shall take all reasonable measures to mitigate any loss or damage, which has occurred. If the Party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

16. Exceptional Event (Force Majeure)



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

- a) War, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war;
- b) Rebellion, terrorism, revolution, sabotage by persons other than the Contractor's personnel, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts;
- c) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's personnel;
- d) Munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity;
- e) Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any government authority;
- f) Embargo, import restriction, port congestion, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics/pandemic, quarantine and plague;
- g) Natural catastrophes such as earthquake, hurricane, typhoon, volcanic activity, fire, landslide or flood;
- h) The physical conditions or artificial obstructions on the Site.

16.2. If a force majeure situation arises, the Bidder shall notify the DGPC in writing within seven (7) days of such conditions and the cause thereof along with documentary or pictorial evidence acceptable to the DGPC. Unless otherwise directed by the DGPC in writing, the Bidder shall continue to perform its obligation.



- 16.3.** The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance.
- 16.4.** The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract so far as reasonably practicable.
- 16.5.** Delay or non-performance by either Party hereto caused by the occurrence of any event of Force Majeure after the Contract has become effective shall not:
- a) Constitute a default or breach of the Contract;
 - b) Give rise to any claim for damages or additional cost or expense occasioned thereby.
- 16.6.** If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties shall attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with 2.
- 16.7.** Notwithstanding 16.5, Force Majeure shall not apply to any obligation of DGPC to make payments to the Contractor herein.

17. Insurance

17.1. The Contractor shall provide, in the joint names of the DGPC and the Contractor, insurance cover from the date of commencement of the Works to the end of the respective periods specified below, in the amounts and deductibles stated in the SCC for the following events:

Sl.	Nature of insurance	Period of insurance coverage
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i	Loss of or damage to the Works including DGPC issued materials, if any	Up to the date of Taking Over of the last Works
ii	Loss of or damage to the Contractor's tools and plant	Up to the date of Taking Over of the last Works
iii	Loss of or damage to the property other than Works including those of third parties	Up to the completion of the Defects Liability Period
iv	Injury or death of personnel belonging to the Contractor, DGPC or any other party	Up to the completion of the Defects Liability Period

The insurance policy for (iv) above shall be taken from Bhutanese insurance companies.

- 17.2.** Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the start date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred. Payments received from insurers shall be used for the rectification of loss or damage.
- 17.3.** If the Contractor does not provide any of the policies and certificates required, the DGPC may affect the insurance which the Contractor should have provided and recover the premiums the DGPC has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due from the Contractor to the DGPC.
- 17.4.** Alterations to the terms of insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of the insurance policies.

18. Claims

18.1. Contractor's Claims



- 18.1.1. If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any clause of GCC.18 or otherwise in connection with the Contract, the Contractor shall give notice to DGPC, describing the event or circumstances giving rise to the claim. The notice shall be given as soon as practicable, and not later than thirty (30) days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 18.1.2. If the Contractor fails to give notice of a claim within such period of thirty (30) days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and DGPC shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this sub-clause shall apply.
- 18.1.3. The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, as relevant to such event or Circumstances.
- 18.1.4. The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the DGPC's liability, the Project Manager may, after receiving any notice under this sub-clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.
- 18.1.5. Within forty-two (42) days after the Contractor became aware (or should have become aware) of the event or circumstances giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and for the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
- a) this fully detailed claim shall be considered as interim;
 - b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and



- c) the Contractor shall send a final claim thirty (30) days after the end of the effects resulting from the event or circumstances, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

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

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

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

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

18.2. Claims towards idling of resources

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

- a) DGPC does not give possession to Site or a part of the Site free of all encumbrances by the Site possession date stated in the SCC;



- b) DGPC modifies the schedule of other Contractors in a way which affects the works of the Contractor under the Contract;
- c) DGPC's representatives' does not issue Drawings, Technical Specifications or instructions required for the execution of Works as per agreed schedule;
- d) Other Contractors or DGPC does not work within the dates stated in the Contract that cause delay or extra work to the Contractor.

18.2.2. The evaluation of compensation towards idling of resources done by the Project Manager shall be final and binding on the Contractor. The procedure as provided in GCC.17.1 for settlement of claims shall also apply for such claims.

18.3. Early Warning

18.3.1. The Contractor shall warn the Project Manager in writing at the earliest of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance. If the Contractor fails to give notice of a claim within such period of 30 days, the DGPC may be discharged from all liability in connection with the claim.

19. Disputes and Arbitrations

19.1. Amicable Settlement

19.1.1. If any dispute of any kind whatsoever arises between DGPC and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the works - whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract - the parties shall seek to resolve any such dispute or difference by mutual consultation.



19.2. Dispute Resolution

19.2.1. In case of dispute, the objecting party may file a written Notice of dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute shall consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, clause GCC.19.2.2 shall apply.

19.2.2. Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to clause GCC.19.2.1 and GCC.19.2.2 may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

19.2.3. Notwithstanding any reference to the settlement of dispute settlement herein:

- a) The Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) DGPC shall pay the Contractor any monies due to it.

20 Bonus will be given for earlier completion of Works or part thereof if so specified in the SCC.



SECTION III BIDDING FORMS



Form I: Bidder's Information Form

The Bidder shall fill in this Form in accordance with the instructions indicated below.

Date: [insert date (as day, month and year) of Bid submission]

Tender No.: [insert number of bidding process]

1. Bidder's Legal Name [insert name]	
2. In case of Joint Venture/ Consortium (JV/C) legal name of each member: [insert JV/C]	
3. Bidder's or each member of JV/C 's Country of Registration: [insert Country of Registration]	
4. Bidder's or each member of JV/C 's Year of Registration: [insert year of registration]	
5. Bidder's or each member of JV/C 's Legal Address in Country of Registration:..... [insert legal address]	
6. Bidder's or each member of JV/C 's Authorized Representative Information (if applicable) Name and identity No.: [insert Authorized Representative's name and identity No.] Address: [insert Authorized Representative's address] Telephone/mobile No.:.....[insert Authorized Representative's contact No.] E-mail Address: [insert Authorized Representative's email]	
Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i>	
<input type="checkbox"/>	Articles of Incorporation or Registration of firm or valid Trade license named in 1 above,
<input type="checkbox"/>	In the case of a JV/C letter of intent to form the JV/C or the JV/C agreement
<input type="checkbox"/>	In the case of a government owned entity from Bhutan, documents establishing legal and financial autonomy and compliance with commercial law
<input type="checkbox"/>	Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder.
<input type="checkbox"/>	Tax clearance certificates.



Form II: Bid Submission Form

[The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:*[insert date of Bid submission]*

Tender No.: *insert number*

Alternative No.: *[insert number, if this Bid is for an alternative]*

To: *[insert complete name of the Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and date of issue of each addendum];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the SCC the following Goods and Related Services: *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: *[insert the Bid Price in words and figures, indicating the various amounts and their respective currencies];*
- (d) The discounts offered and the methodologies for their application are:

Discounts. If our Bid is accepted, the following discounts shall apply: *[Specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following methodology: *[Specify in detail the methodology that shall be used to apply the discounts];*

- (e) Our Bid shall be valid for a period of *[insert number]* from the date fixed for the Bid submission deadline in accordance with ITB Sub-Clause 26.1, and it shall remain binding upon us and may be accepted at any time before expiry of that period;
- (g) If our Bid is accepted, we commit to provide a Performance Security in accordance with ITB Clause 45 and GCC Clause 16 for the due performance of the Contract;



- (h) We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with ITB Clause 15;
- (i) We, including any subcontractors or suppliers for any part of the Contract, have nationality from eligible countries, viz: [insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a JV/C, and the nationality each subcontractor and supplier]
- (i) We have no conflict of interest pursuant to ITB Sub-Clause 3.2;
- (j) Our firm, its affiliates or subsidiaries - including any subcontractors or suppliers for any part of the contract - has not been declared ineligible by the Purchaser under the laws or official regulations of Bhutan, in accordance with ITB Sub-Clause 3.4;
- (k) We have read the ITB and GCC carefully, understood and agree to comply with all the clauses which are mentioned therein. In case of any breach of any condition on our part, we shall be liable for actions as per terms and conditions of the Contract.
- (l) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (m) we accept the Vendor Performance Management System.

We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Signed: _____ *[insert signature of person whose name and capacity are shown]*

In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*

Dated on _____ day of _____ *[insert date of signing]*



Form III: Bid Security (Bank Guarantee)

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

.....
[insert Bank's Name, and Address of Issuing Branch or Office]

Tender No.

Beneficiary: [Name and Address of Purchaser]

Date: _____

BANK GUARANTEE No.: _____

At the request of the Bidder, we..... *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.....
..... *[insert amount in figures]*
[insert amount in words] upon receipt by us
of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its
obligation(s) under the Bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid;

or

- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the Bidder's Bid.



_____ Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. *[signature(s)]*

Form IV: Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so, indicated in the BDS.]

Date: *[insert date of Bid Submission]*

Tender No.: *[insert tender number]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of the Purchaser]*

WHEREAS

We *[insert complete name of the Manufacturer]*, who are official manufacturers of *[insert type of Goods manufactured]*, having factories at *[insert full address(es) of the Manufacturer's factory/ies]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us, namely *[insert name and/or brief description of the Goods]*, and subsequently to negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with GCC Clause 28 with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of the authorized representative(s) of the Manufacturer]*

Title: *[insert title(s) of the authorized representative(s) of the Manufacturer]*

Duly authorized to sign this Authorization for and on behalf of *[insert complete name of the Bidder]*

Dated on the *[insert number]* day of *[insert month]*, *[insert year]*



Form V: Integrity Pact

1: General

Whereas **Mr. Bikash Rai**, representing **Chhukha Hydropower Plant, Chhukha**, Druk Green Power Corporation Limited, hereinafter referred to as the “**Employer**” 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

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

- 2.1. Enable the DGPC to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enable Bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors shall also refrain from bribing and other corrupt practices and the DGPC shall commit to prevent corruption, in any form by their officials by following transparent procedures.

3. Commitments of the DGPC

The DGPC commits itself to the following:

- 3.1. The DGPC hereby under takes that no official of the DGPC, connected directly or indirectly with the Contract, shall demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the Contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 3.2. The DGPC further confirms that its officials have not favored any prospective Bidder in any form that could afford an undue advantage to that particular Bidder during the tendering stage, and shall further treat all Bidders alike.
- 3.3 All the officials of the DGPC shall report to the Chief Executive Officer, DGPC, any attempted/ completed violation of clauses 3.1 and 3.2.



3.4 Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the DGPC and such a person shall be debarred from further dealings related to the Contract process. In such a case while an enquiry is being conducted by the DGPC the proceedings under the Contract would not be stalled.

4. Commitments of Bidders

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

- 4.1 The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, commission, fees, brokerage, any materials or immaterial benefit to any official of the DGPC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 4.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, commission, fees, brokerage, any material or immaterial benefit to any official of the DGPC or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the DGPC for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other contract with the DGPC.
- 4.3 The Bidder shall not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the DGPC of their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5 The Bidder shall not enter into any monetary dealings or transaction, directly, with any tender committee member, and if he does so, the DGPC shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

5. Sanctions for Violation



The breach of any aforesaid provisions or providing false information by DGPCs, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offence by the Bidder, or any one, employed by him, or acting on his behalf, shall be dealt with as per the provisions of the Penal Code of Bhutan, 2004, and the Anti - Corruption Act, 2006.

In the event of a breach, the DGPC shall also take all or any one of the following actions, wherever required:

- 5.1 Immediately call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- 5.2 Immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.
- 5.3 Forfeit the Earnest Money/security deposited with the DGPC.
- 5.4 Recover all sums already paid to the Bidder.
- 5.5 Encash the advance bank guarantee and performance bond /warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the DGPC, along with interest.
- 5.6 Cancel all or any other Contracts with the Bidder.
- 5.7 Debar the Bidder from entering into any bid from the DGPC as per the Debarment Rule.
6. Examination of Books of Accounts
 - 6.1 In case of any allegation of violation of any provisions of this integrity pact or payment of commission, the DGPC/authorized persons or relevant agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents and shall extend all possible help for the purpose of such examination.
7. Monitoring and Arbitration
 - 7.1 The DGPC shall be responsible for monitoring and arbitration of IP as per the procurement rules.
- 8 Legal Actions



8.1 The actions stipulated in this integrity pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceeding as.

9. Validity

9.1 The validity of this integrity pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the DGPC and the Bidder.

9.2 Should one or any provision of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties shall strive to come to an agreement to their original intentions.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it. Further, the information provided in this agreement is true and correct to the best of our knowledge and belief.

The parties hereby sign this Integrity Pact at (place) _____ on (date) _____

Affix
Legal
Stamp

EMI

BIDDER/REPRESENTATIVE

CID :

1	1	2	1	3	0	0	5	3	7	5
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CID :

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Witness:

Witness:

Name: **Pema Zangmo**

Name:

CID :

1	0	9	0	7	0	0	0	8	7	4
---	---	---	---	---	---	---	---	---	---	---

CID :

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Form VI: Deviation Schedule

The Bidder shall specify below, in detail, all deviations from and exceptions to the Bid Document. Any entry shall be referenced to the clause to which they refer.

The Bidder shall be deemed to be compliant with the content and intent of the Bid Document except in respect of deviations and exception listed in this Schedule.

Clause No.	Details of Deviation/ Exception	Reasons for Deviation/ Exception

Note: In continuation sheet to this page may be used and annexed to this form if required.

In case of NO DEVIATION mentioned here and deviation of clauses/specification is mentioned elsewhere, then it will be taken as a deviation.



Signature of Bidder _____

Place & Date _____



Form VII: PRICE SCHEDULE FORM

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated.]



Sl. No.	Description of Goods	Place of origin	Quantity	Unit	Unit Price Currency	Total Price
1	Supply of 50mm Pile height FIFA standard synthetic Turf SBR rubber granules (0.5-0.8mm), 1.3 kg/Sq.ft. Futsal Court net: 2 sets FIFA approved glue Integrated or tufted-in white lines for permanent markings. FIFA approved white heavy-duty seaming tape Basic maintenance equipment, such as rakes, bushes, and cleaning tools.		8611.13	Sq.ft		
Total Price						
		Name of Bidder [<i>insert complete name of Bidder</i>] Signature of Bidder [<i>signature of person signing the Bid</i>] Date [<i>insert date</i>]				



Price Schedule - Related Services

Sl. No.	Description of Services	Quantity	unit	Unit price	Total Price per Service
1	Installation (One supervisor charges)	1	Lumpsum		

Total Bid Price

Name of Bidder [*insert complete name of Bidder*] Signature of Bidder [*signature of person signing the Bid*] Date [*insert date*]



Technical Specifications

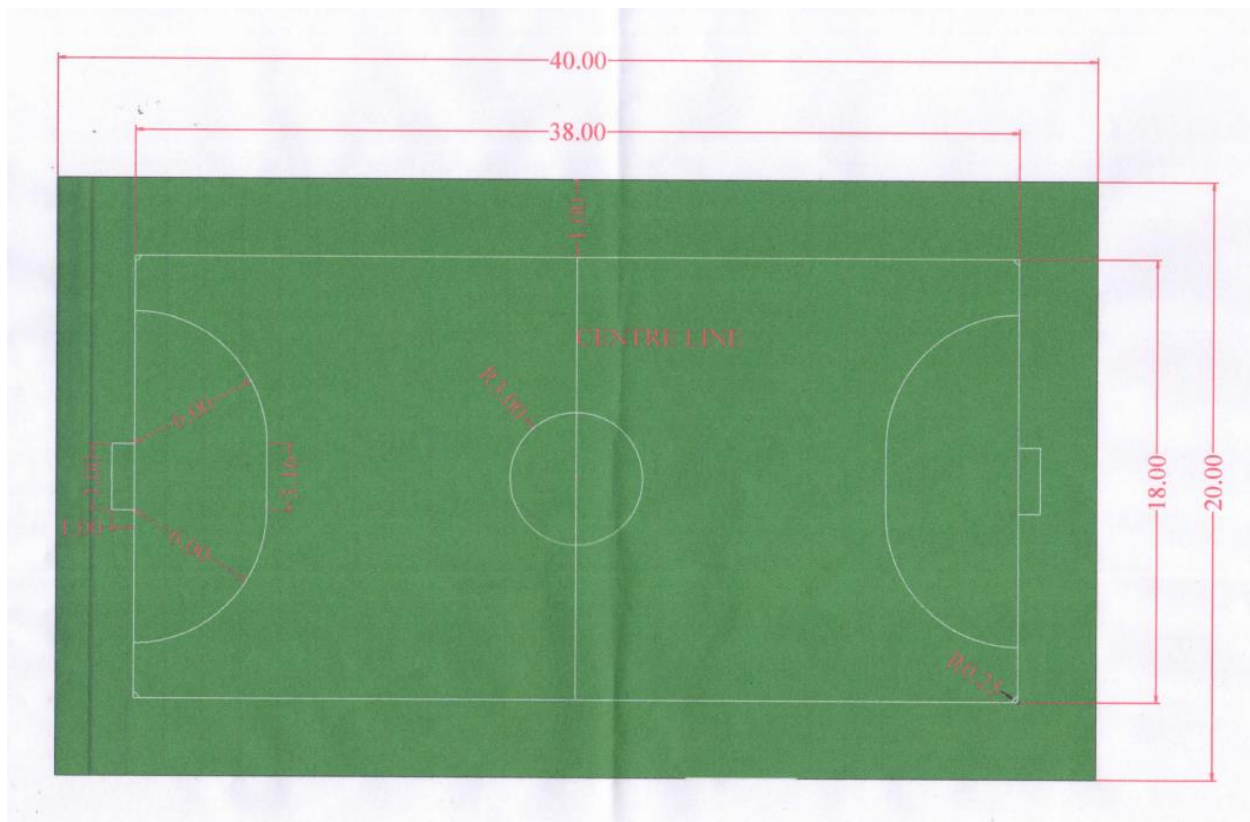
1. General Requirements

✓ **Compliance Standard:**

The synthetic turf must meet **FIFA Quality** or **FIFA Quality Pro standards** for synthetic turf, as per FIFA guidelines for recreational and competitive play.

✓ **Field Dimensions:**

Playing Area: 20m x 40m (standard futsal court size) as shown in figure below.



2. Turf Construction

✓ **File Material:**

100% Polyethylene (PE) monofilament fibers, UV-stabilized for maximum durability.

✓ **Texture:** Smooth and resilient to enhance player safety and gameplay.

✓ **Fiber Shape:** Textured, to simulate the playing conditions of natural grass.



- ✓ **Pile Height:** 50mm in height, specifically designed for futsal courts to provide optimal traction and cushioning.
- ✓ **Pile Density:** 10,000 to 12,000 or greater stitches per square meter for increased durability and a plush appearance.
- ✓ **Gauge:** 5/8-inch or 3/4-inch gauge, providing the necessary density and performance.

3. Backing System

- ✓ **Primary Backing:** Made of polypropylene (PP) fabric for strength, stability, and resistance to moisture and weathering.
- ✓ **Secondary Backing:** Polyurethane or latex backing for durability, water resistance, and flexibility.
- ✓ **Drainage System:** The turf must have a permeability of at least 60 liters per minute per square meter, ensuring effective drainage of rainwater to avoid surface pooling.

4. Infill Material

- ✓ **Base Infill:** Clean, rounded silica sand to stabilize the fibers and provide a solid foundation for play.
- ✓ **Top Infill:** 0.7-0.8mm SBR (Styrene Butadiene Rubber) rubber granules, which are UV-stabilized and non-toxic, providing shock absorption and durability, (1.3 kg/sq.ft).

5. Performance Requirements

- ✓ **Ball Roll:** The ball should roll between 4m to 10m on the turf, ensuring that the surface is suitable for futsal play.
- ✓ **Ball Rebound:** Vertical ball rebound should be between 60cm and 85cm for consistent play.
- ✓ **Shock Absorption:** The shock absorption rate should range from 55% to 70% to minimize the impact on players' joints.
- ✓ **Rotational Resistance:** 25 Nm to 50 Nm to offer controlled movement and prevent excessive slippage.
- ✓

6. Durability and Safety

- ✓ **UV Resistance:** The synthetic turf must be resistant to UV degradation, ensuring that the turf does not lose its color or strength over time.
- ✓ **Fire Resistance:** Certified under EN 13501-1 or an equivalent international standard for fire safety.
- ✓ **Wear Resistance:** The turf should withstand high traffic without significant damage, offering a minimum of 8 years of use under normal conditions.



7. Base and Sub-base Requirements

- ✓ **Sub-base Material:** Crushed stone or equivalent material to a depth of at least 150mm to 200mm for proper drainage and to provide a solid foundation. (Base Preparation Works done by client).

8. Markings

- ✓ **Integrated Markings:** The turf should have integrated or tufted-in white markings for permanent boundaries, including the center line, penalty areas, and corner arcs, as per futsal regulations.
- ✓ **Line Dimensions:** Markings must conform to the FIFA futsal dimensions and be visible for competitive play.

9. Certification and Testing

1. **FIFA Certification:** The synthetic turf must be certified by FIFA through an accredited test institute for compliance with the FIFA Quality or FIFA Quality Pro standards OR Certified by ASTM International, ISO, or EN standards, which assess safety, performance, and durability criteria equivalent to FIFA standards.

10. Maintenance and Warranty

- ✓ **Warranty:** The turf should come with a minimum 2-year warranty covering defects, UV degradation, and significant wear under normal usage.
- ✓ **Maintenance Equipment:** Basic maintenance equipment, such as rakes, brushes, and cleaning tools, should be provided for ongoing care and upkeep.
- ✓ **Maintenance Guide:** A maintenance manual outlining cleaning procedures, recommended equipment, and care techniques for optimal turf performance should be provided.



Drawings (if applicable)

These Bidding Documents include “no” drawings

SECTION V. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC).	
Reference to the GCC is made as under:	
1.1 (xviii)	Final Destination(s) is: CIF Central Store, Chhukha Hydropower Plant, Chhukha, Bhutan
1.1 (xvix)	The Purchaser is: CHP, DGPC, Chhukha
3.6 (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: Not Applicable <i>[exceptional; refer to other internationally accepted trade terms]</i>
3.6(b)	The term EXW, CIF, DIP, DDP and other similar terms shall be as per the version of Incoterms 2020
5.1	The language shall be: “English”
7.1	For notices, the addresses shall be: Mr. Bikash Rai Head, Technical Support Unit Chhukha Hydropower Plant Druk Green Power Corporation, Chhukha, Bhutan Email: b.ra105@drukgreen.bt



9	<p>The rules of procedure for arbitration proceedings pursuant to GCC Sub-Clause 10.2 shall be as follows:</p> <p><i>[The Bidding Documents should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the event of a Contract with a Bhutanese Supplier. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC Sub-Clause 9.2 in the Bidding Documents.</i></p> <p><i>“Clause 9.2 (a) shall be retained in the case of a Contract with a foreign Supplier and Clause 9.2 (b) shall be retained in the case of a Contract with a Bhutanese Supplier.”]</i></p> <p>(a) Contract with a foreign Supplier:</p> <p><i>[For Contracts entered into with foreign suppliers, international commercial arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.]</i></p> <p><i>If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a) – Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><i>If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a) – All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.</p> <p><i>If the Purchaser chooses the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></p> <p>GCC 10.2 (a) – Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p>
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If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:

GCC 9.2 (a) – Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:

GCC 9.2 (a) – All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

If the Purchaser chooses the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, the following sample clause should be inserted:

GCC 9.2 (a) – Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:

GCC 9.2 (a) – Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.

(b) Contract with a Bhutanese Supplier:

In the case of a dispute between the Purchaser and a Bhutanese Supplier, the dispute shall be referred to adjudication or arbitration in accordance with Alternative Dispute Resolution Act of Bhutan 2013.



The prices charged for the Goods supplied and the related Services performed "shall not," be adjustable.

~~If prices are adjustable, the following method shall be used to calculate the price adjustment~~

$$P1 = P0 \left[a + \frac{bL1}{L0} + \frac{cM1}{M0} \right] - P0$$

~~$a+b+c=1$ in which~~

~~$P1$ = adjustment amount payable to the Supplier. _____~~

~~$P0$ = Contract Price (base price).~~

~~a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen percent (15%).~~

~~b = estimated percentage of labor component in the Contract Price.~~

~~c = estimated percentage of material component in the Contract Price.~~

~~$L0, L1$ = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.~~

~~$M0, M1$ = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.~~

13.2

~~The coefficients $a, b,$ and c as specified by the Purchaser are as follows:~~

~~a = [insert value of coefficient] — b = [insert value of coefficient]~~

~~c = [insert value of coefficient]~~

~~The Bidder shall indicate the source of the indices and the base date indices in its bid.~~

~~Base date = thirty (30) days prior to the deadline for submission of the bids.~~

~~Date of adjustment = [insert number of weeks] weeks prior to date of shipment (representing the mid point of the period of manufacture).~~

~~The above price adjustment formula shall be invoked by either party subject to the following further conditions:~~

~~(a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.~~

~~(b) If the currency in which the Contract Price $P0$ is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall~~



	<p><i>correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.</i></p> <p><i>(c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.</i></p>

16.1	The amount of the Performance Security shall be 10% on the awarded Contract value.
16.3	<p>The types of acceptable Performance Securities are:</p> <p><i>(i) Unconditional bank guarantee issued by a reputable financial institution acceptable to any banks in Bhutan, in the form provided for in the Contract or in any other form acceptable</i></p> <p><i>(ii) Cash warrant, or</i></p> <p><i>(iii) Demand Draft</i></p>
20.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <p>For Bhutanese Bidders:</p> <p>1. <i>Invoice and Packing list</i></p> <p>For Foreign Bidders:</p> <p>1. <i>Invoice, Packing list and Custom declaration</i></p>
22.2	Subcontracting shall be “Not allowed”
25.1.1	The inspections and tests shall be done at site after delivery of the consignments
25.2	Inspections and tests shall be conducted at: Chhukha Hydropower Plant, Chhukha.
26.2	The packing, marking and documentation within and outside the packages shall be: clear and strong to withstand rough handling.



27.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
28.3	The period of validity of the Warranty shall be: Two (2) years
28.4 & 28.5	The period for repair or replacement shall be: Fifteen (15) days.
29.1	The applicable rate for liquidated damages for delay shall be: 0.30%. The maximum number of liquidated damages shall be: 10% of the total value of the delayed goods
31.1	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: <i>Not Applicable</i>

