

STANDARD BIDDING DOCUMENT FOR THE
GRID-TIED ROOFTOP SOLAR PHOTOVOLTAIC
SYSTEM



ROYAL GOVERNMENT OF BHUTAN
DEPARTMENT OF ENERGY
MINISTRY OF ENERGY AND NATURAL RESOURCES

JULY, 2026

Invitation for Bids
for
Engineering Design, Supply, Transportation, Installation, Testing and
Commissioning of Grid-Tied Rooftop Solar Photovoltaic (SPV) System
including Remote Monitoring Device

1. The Department of Energy (DoE), Ministry of Energy and Natural Resources invite sealed Bids from eligible and qualified Bidders for **Engineering Design, Supply, Transportation, Installation, Testing and Commissioning of Grid-Tied Rooftop Solar Photovoltaic (SPV) System including Remote Monitoring Device** in the following three sites;
 - I. **Shari Higher Secondary School, Paro (158.4 KWp)**
 - II. **Chukha Central School, Chukha (144.1 KWp)**
 - III. **Samtegang Central Schhol, Wangdue Phodrang (381.7 KWp)**

The capacity indicated above is indicative based on preliminary site assessment. The final system capacity, equipment quantities and layout at each site shall be determined by the successful Bidder through detailed engineering design and site survey to be carried out after contract award, and may vary from the indicative figure stated above in ITB Clause 1.

The period for execution of the assignment is 8 Months.

2. Bidding will be conducted through the **International/National** Competitive Bidding procedures specified in the RGoB Procurement Rules, and is open to all Bidders from Countries as defined in Section III of the Bidding Documents.
3. Interested eligible Bidders may obtain further information from *Department of Energy, Ministry of Energy and Natural Resources* at ttashi@moenr.gov.bt and inspect the Bidding Documents at the address: Department of Energy (DoE), Ministry of Energy and Natural Resources from 9:00 AM to 5:00 PM during office hours.
4. The Bidding Documents must be delivered to Procurement Unit, MoENR, Thimphu on or before 2:00 PM, 24 August, 2026. The Bidding Documents may be accessed free of cost from the *MoENR website*.
5. All Bids shall be accompanied by a Bid Securing Declaration or Bid Security.

TABLE OF CONTENTS

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)	5
A. General	5
B. Bidding Documents	8
C. Preparation of Bids	9
D. Submission of Bids	14
E. Bid Opening and Evaluation	15
F. Award of Contract	21
SECTION II : BIDDING DATA SHEET	26
SECTION III. EVALUATION AND QUALIFICATION CRITERIA	29
1. Margin of Preference	29
2. Evaluation Criteria	30
3. Minimum Technical Score	32
4. Financial and Technical weightage:	32
5. Award of EPC:	32
SECTION IV. BIDDING FORMS	37
1. Contractor's Bid	37
2. Bill of Quantities	38
3. Bid Securing Declaration	39
4. Bidder Information Form	40
5. Bidder's JV Information Form	41
6. Access to Availability of Credit Line	42
7. Integrity Pact	44
8. Specifications and Performance Requirements:	47
9. Drawings	48
SECTION VI. GENERAL CONDITIONS OF CONTRACT	49
A. General	49
B. Time Control	57
C. Quality Control	60
D. Cost Control	62

E. Completion of the Contract	72
SECTION VII. SPECIAL CONDITIONS OF CONTRACT	80
SECTION VIII. CONTRACT FORMS	84
1. Letter of Intent	84
2. Letter of Acceptance	85
3. Contract Agreement	86
4. Performance Demand Bank Guarantee	88
5. Bank Guarantee for Advance Payment	89
6. Retention Money Security Demand Guarantee	90

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

A. General

1. Scope of Bids

1. The Procuring Agency as defined in Section II, Bidding Data Sheet (BDS), invites bids for the **Engineering Design, Supply, Transportation, Installation, Testing and Commissioning** of Grid-Tied Rooftop SPV system including Remote Monitoring Device at Shari Higher Secondary School, Paro, Chukha Central School, Chukha, and Samtegang Central School, Wangdue Phodrang. The name and identification number of Contract is provided in the BDS and the SCC.
2. The BDS shall also specify the contract duration to help the bidder determine in submission of bids.
3. These Instructions to Bidders and Bid Data Sheet shall not be part of the Contract and shall cease to have effect once the Contract is signed. The Invitation for Bids issued by the Procuring agency is not part of the Bidding Documents.
4. This Standard Bidding Documents (SBD) shall be used with minimum changes as necessary to address project specific conditions. Reasons for changes, if any, shall be documented and submitted for approval from the Head of the Procuring Agency.

2. Corruption

1. It is the policy of the Royal Government of Bhutan (RGoB) to uphold and promote the highest ethical standards by all Procuring Agencies and Bidders throughout the entire procurement process. All parties involved are expected to conduct themselves with integrity, transparency, and accountability at all times.
2. Compliance with the terms and conditions set forth in the Integrity Pact, as included in the Bidding Documents, is mandatory. Any breach of the Integrity Pact shall be considered a serious violation and may result in disqualification, termination of contract, or other legal consequences.
3. All instances or suspicions of corruption, fraud, collusion, or coercive practices in the procurement process must be promptly reported to the Anti-Corruption Commission (ACC) of Bhutan. Such matters shall be subject to investigation and necessary action in accordance with the Anti-Corruption Act of Bhutan and other applicable laws.

3. Eligible Bidders

1. A Bidder may be a private entity, government-owned entity, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the

execution of the entire Contract in accordance with the Contract terms.

2. A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 3.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.
3. A Bidder shall not have a conflict of interest. Any Bidders found to have 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:
 - (a) they have at least one controlling partner in common;
 - (b) they receive or have received any direct or indirect subsidy from either party;
 - (c) they have the same authorized legal representative for purposes of this Bid;
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process;
 - (e) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Design and Build Contract that are the subject of the Bid or in any other way provided consulting services in any aspect of the preparatory stages leading up to the issue of these Bidding Documents;
 - (f) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency as Project Manager for the Contract implementation; or
 - (g) a Bidder or any of its affiliates employs or otherwise engages a close relative of a civil servant who either is employed by the Procuring Agency or has an authority over the Bidder or its affiliates or over the bid. For the purposes of this Sub-Clause a close relative is defined as an immediate family which includes father, mother, brother, sister, spouse and own children.
4. A Bidder that is determined to be ineligible pursuant to any of the provisions of this Bidding Document shall not be eligible to be awarded a Contract.
5. Government-owned enterprises in Bhutan shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Procuring Agency.

6. Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency as the Procuring Agency shall reasonably request.
7. A firm shall be excluded if:
 - (a) as a matter of law or official regulation, Bhutan prohibits commercial relations with the country in which the firm 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, Bhutan prohibits any import of goods or contracting of Design and Build Contract or services from that country in which the firm is constituted, incorporated or registered or any payments to persons or entities in that country.
 - (c) For the information of Bidders, at the present time of works, goods and services from the following countries are excluded from this bidding specified in the BDS.
8. A Bidder shall also be excluded if:
 - (a) has been debarred for general causes prescribed in the Debarment Rules;
 - (b) has not fulfilled his contractual obligations with the Procuring Agency in the past and shall be excluded from participating in the tender for a maximum period of two years; or
 - (c) Any other predetermined circumstances as deemed necessary by the procuring agency.

4. One Bid per Bidder

1. Each Bidder shall submit only one Bid, either individually or as a partner in a JV/ C/A. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Bidder's participation to be disqualified.

5. Eligible Goods and Related Services

1. All the Goods and Related Services to be supplied under the Design and Build modality may have their origin in any country in accordance with ITB 3.2- Eligible Countries and if so, required shall comply with requirements specified in the BDS.
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 Design, insurance, installation, commissioning, training, and initial maintenance.
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.

6. Cost of Bidding

1. The Bidder shall bear all costs associated with the preparation, submission of his Bid, and the Procuring Agency shall in no case be responsible or liable for those costs.

7. Site Visit

1. The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a Design and Build contract. The costs of visiting the Site shall be at the Bidder's own expense. Bidder shall not claim at any time after submission of the Bid or during the execution of the Contract that there was any lack of understanding with regard to the conditions imposed in the Contract or prevailing at the site. Bidders are required to comply with acts/laws of Bhutan and other relevant provisions particularly with reference to the execution of the works.

B. Bidding Documents

8. Content of Bidding Document

1. The set of Bidding Documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 10. The Bidder is expected to examine all instructions, forms, terms, conditions and other information in the bidding documents and shall be deemed to have carefully examined the bidding documents and also to have satisfied himself as to the nature, character and Employer's Requirements to be executed.

Section I: Instructions to Bidders

Section II: Bidding Data Sheet

Section III: Evaluation and Qualification Criteria

Section IV: Bidding Forms

Section V: Employer's Requirements (ERQ)

Section VI: General Conditions of Contract

Section VII: Special Conditions of Contract

Section VIII: Contract Form

9. Clarification of Bidding Documents and Pre-Bid Meeting

1. A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or electronic mail at the Procuring Agency's address indicated in the BDS. The Procuring Agency shall respond to any request for clarification received no later than 7 days before submission of bids for Open Tendering Method and two days before submission of bids for Limited Tendering Method. Copies of the Procuring Agency's response shall be forwarded to all bidders of the Bidding Documents, including a description of the inquiry, but without identifying its source. Should the clarification result in changes to the essential elements of the Bidding Documents, the Procuring Agency shall amend the Bidding Documents, following the procedure in ITB Clause 10.
2. Pre-bid meetings, if necessary, shall be conducted to clarify doubts and concerns of the bidders prior to submission of bids based on the nature and complexity of the project. The Minutes/ decision of the pre-bid meeting shall be circulated to all participating Bidders without delay. Any modification of the Bidding Documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the issue of an Addendum pursuant to ITB Clause 10 and not through the minutes of the pre-bid meeting.
3. Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

1. Before the deadline for submission of bids, the Procuring Agency may modify the Bidding Documents by issuing addenda.
2. Any addendum thus issued shall be part of the Bidding Documents, shall be binding on all Bidders and shall be communicated in writing to all bidders.
3. If the addendum issued has a substantial impact to the bidder in submitting the bids, the Procuring Agency shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB Sub-Clause 22.1 below giving the prospective Bidders reasonable time for preparing their Bids.

C. Preparation of Bids

11. Language of Bid

1. All documents relating to the Bid shall be in the language specified in the BDS.

12. Documents Comprising the Bid

1. The Bid submitted by the Bidder shall comprise the following:
 - (a) The Bid form;
 - (b) Signed Bid Security declaration;
 - (c) Signed Priced Bill of Quantities as per the ERQ;
 - (d) Documents establishing Eligibility & Qualifications of the Bidder;
 - (e) Written confirmation authorizing the signatory of the Bid to commit the Bidder;
 - (f) Any other documents specified in the BDS.
2. In addition to the requirements under ITB 12.1, Bids submitted by a Joint Venture, Consortium or Association (JV/C/A) of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the BDS:
 - (a) The minimum stake of the JV/C/A should be at least 20% for non-lead partners and at least 51% for lead partners.
 - (b) the Bid is signed so as to be legally binding on all partners;
 - (c) the bid shall include all the information listed in ITB 18 below for each JV/C/A partner;
 - (d) the Bid shall be signed so as to be legally binding on all the partners;
 - (e) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (f) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the JV/C/A;
 - (g) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge; and
 - (h) a copy of the JV/C/A Agreement entered into by the partners shall be submitted with the Bid; or a Letter of Intent to execute a JV/C/A Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed Agreement.
3. The Instruction to Bidders, Bidding Data Sheet, General Conditions of Contract, Special Conditions of Contract, Specifications, and drawings are for the information of the Bidders and are not required to be submitted by the Bidder.

13. Bid Prices

1. Unless otherwise specified in the BDS, Bidders shall quote for the entire plant and services on a “single responsibility” basis such that the total Bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the Bidding Document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation, and completion of the plant. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning, and commissioning of the plant and, where so required by the Bidding Document, the acquisition of all permits, approvals, and licenses, etc.; the operation, maintenance, and training services and such other items and services as may be specified in the Bidding Document.
2. The Bidder shall fill in rates and prices for all items works described in the Bill of Quantities or required as per the Employer’s requirements. Items for which no rate or price is entered by the Bidder shall not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
3. The Bidder shall quote its final all-inclusive net price, including all incidental costs, transportation, and handling costs for carrying out the Contract. All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-one (21) days prior to the deadline for submission of Bids, shall be included in the rates, prices and total Bid price submitted by the Bidder.

14. Currencies of Bid and Payment

1. The unit rates and prices shall be quoted by the Bidder entirely in Ngultrum (Nu). Foreign currency requirements shall be indicated as a percentage of the Bid price (excluding provisional sums) and shall be payable at the option of the Bidder in up to three foreign currencies.
2. The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in ITB Sub-Clause 14.1 above shall be the selling rates for similar transactions established by the Royal Monetary Authority prevailing on the date 30 days prior to the latest deadline for submission of Bids. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of ITB Clause 29.1 shall apply. In any case, payments shall be computed using the rates quoted in the Bid.

15. Documents Establishing conformity of the Goods and Related Services

1. To establish the conformity of the Goods to the Bidding Documents, the Bidder shall furnish as part of its Bid documentary evidence that the Goods conform to the technical specifications and standards specified in Employer Requirement.
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.
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 Procuring agency.
4. Standards for workmanship, process, material and equipment, as well as references to brand names or catalogue numbers specified by the Procuring agency in the Employer Requirement, if any, 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 Procuring agency's satisfaction that the substitutions ensure equivalence or are superior to those specified in the Employer Requirement.

16. Bid Validity

1. Bids shall remain valid for the period specified in the BDS.
2. In exceptional circumstances, the Procuring Agency may request that the Bidders extend the period of validity for a specified additional period. The request and the Bidders responses shall be made in writing or by electronic mail. A Bidder may refuse the request without forfeiting the Bid Security. The refusal to extend the bid by the Bidder will make the bid invalid and shall not be further considered for evaluation and award.

17. Bid Securing Declaration

1. In lieu of a Bid Security, the Procuring Agency may instruct bidders to sign a Bid Securing Declaration in the form provided in the bidding documents accepting that they will be required to pay bid security amount specified in the BDS within five (5) days, if:
 - (a) Bidder withdraw or modify their Bids during the period of validity;
 - (b) Bidder fails to accept the arithmetical corrections of its bid price; or
 - (c) Bidder is awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the bidding document.

2. Failure to pay as provided in ITB 17.1 will lead to Debarment of the Bidder from being eligible to submit bids for contracts with all the Government Procuring Agencies for the period prescribed in the Debarment Rules.

18. Documents establishing Eligibility & Qualifications of the Bidder

1. To establish Bidder's eligibility in accordance with ITB 3, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
2. In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in the BDS, and Section IV Bidding Forms.
3. If a margin of preference applies as specified in accordance with ITB 19, domestic Bidders in Joint Ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 19.

19. Margin of Preference for Domestic Bidders

1. As indicated in the BDS, domestic contractors may receive a margin of preference in Bid evaluation, for which this clause shall apply and the procedure used to apply the margin of preference shall be as stipulated in the BDS.
2. A domestic Bidder shall provide all evidence necessary to prove that it meets the following criteria to be eligible for a margin of preference in the comparison of its Bid with those of Bidders who do not qualify for the preference. A domestic Bidder shall:
 - (a) be registered within Bhutan, constituted under and governed by the civil, commercial or public law of Bhutan, and have its statutory office, central administration or principal place of business there; and
 - (b) have majority ownership by nationals of Bhutan.
3. Joint Ventures, Consortia and Associations of domestic firms may be eligible for the margin of preference provided that:
 - (a) the individual partners satisfy the criteria of eligibility specified above in (a) and (b);
 - (b) the JV/C/A is registered in Bhutan;
 - (c) the JV/C/A satisfies any other criteria specified for the purpose of domestic preference eligibility, as specified in the BDS.

20. Format and Signing of Bids

1. The Bidder shall prepare one original of the documents comprising Signing of Bid as described in ITB Clause 12, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly marked as "COPIES." In the event of any discrepancy between the original and any copies, or between the original paper form of the Bill of Quantities (or Activity Schedule in the case of lump sum Contracts) and the electronic version, the original shall prevail.
2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. Unsigned Form of Bid & BOQ shall make the bid non responsive. All pages of the Bid where entries or amendments have been made shall be initiated by the person or persons signing the Bid.
3. The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Procuring Agency, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

21. Sealing and Marking of Bids

1. Bidders may always submit their Bids by hand. The Bidder shall seal the original and all copies of the Bid, in separate inner envelopes contained within one outer envelope. All envelopes shall be sealed with adhesive or other sealant to prevent reopening.
2. The inner envelopes shall be signed across their seals by the person authorized to sign the bid on behalf of the Bidder; and be marked "ORIGINAL" and "COPIES".
3. The outer envelope shall be sealed with adhesive or other sealant to prevent reopening, be marked "Confidential"; be addressed to the Procuring Agency at the address provided in the BDS; bear the name and identification number of the Contract as defined in the BDS and SCC; and provide a warning not to open before the specified time and date for Bid opening.
4. 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.
5. If the outer envelope is not sealed and marked as above, the Procuring Agency shall assume no responsibility for the misplacement or premature opening of the Bid.

22. Deadline for Submission of Bids

1. Bids shall be delivered to the Procuring Agency at the address specified above no later than the time and date specified in the BDS.
2. The Procuring Agency may extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the Procuring Agency and the Bidders previously subject to the original deadline shall then be subject to the new deadline.

23. Withdrawal, Substitution and Modification of Bids

1. Bidders may withdraw, substitute or modify their Bids by giving notice in writing before the deadline of submission of Bids.
2. Each Bidder's withdrawal, substitution or modification notice shall be prepared, sealed, marked and delivered in accordance with ITB Clauses 20 and 21, with the outer and inner envelopes additionally marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION" as appropriate.
3. No Bid may be withdrawn, substituted or modified after the deadline for submission of Bids.

E. Bid Opening and Evaluation

24. Bid Opening

1. The Procuring Agency shall open the Bids on the same day of bid submission deadline, including modifications made pursuant to ITB Clause 23, in the presence of the Bidders representatives who choose to attend at the time and in the place specified in the BDS. Any specific opening procedures required if electronic Bidding is permitted in accordance with ITB Sub-Clause 22.1 shall be as specified in the BDS.
2. Immediately after the closing date and time for submission of Proposals any envelopes marked "Withdrawal" and accompanied by a properly authorized withdrawal notice shall be put aside, and stored safely and securely ready for return to the Consultant.
3. The Procuring Agency then shall open all remaining Technical Proposals, including any substitutions accompanied by a properly authorized substitution notice. The Financial Proposals shall remain sealed and securely stored.
4. No Bid shall be rejected at Bid opening except for late Bids and non-signing of Bid Form.
5. Substitution Bids and modifications submitted pursuant to ITB Clause 23 that are

not opened and read out at Bid opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted Bids shall be returned unopened to Bidders.

6. After the technical evaluation is completed, the Procuring Agency shall inform the bidders who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those bidders whose Proposals did not meet the minimum qualifying mark, or were considered non responsive, that their Financial Proposals will be returned unopened after completing the selection process. The Procuring Agency shall simultaneously notify in writing those bidders that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date shall allow bidders sufficient time to make arrangements for attending the opening. bidders' attendance at the opening of Financial Proposals is optional.
7. Financial Proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The names of the bidders and their technical scores shall be read aloud. The Financial Proposals of the bidders who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the following information read out and recorded:
 - a)** name of the bidders;
 - b)** points awarded to the Technical Proposal; and
 - c)** total price of the Financial Proposal.

The prices also shall be written on a notice board for the public to copy

8. The Procuring Agency shall prepare a record of the opening of the Financial Proposals, which shall include the information disclosed to those present in accordance with paragraph 5 above. The minutes shall include, as a minimum:
 - a)** the Tender title and reference number;
 - b)** the date, time and place of opening of the Financial Proposals;
 - c)** the prices offered by the bidders;
 - d)** the name and nationality of each bidder;
 - e)** the names of attendees at the opening of the Financial Proposals, and of the bidders they represent;
 - f)** details of any complaints or other comments made by bidders' representatives attending the opening of the Financial Proposals, including the names and signatures of the representatives making the complaint(s) and/or comment(s); and
 - g)** the names, designations and signatures of the members of the Proposal Opening Committee.

9. The bidder's representatives who are present shall be requested to sign the

record. The omission of a representative's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all bidders who submitted Proposals.

25. Confidentiality

1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Procuring Agency's processing of Bids or award decisions may result in the rejection of his Bid.
2. From the time the Technical Proposals are opened to the time the Contract is awarded, the bidder shall not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by any bidder to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, and recommendation for Award of Contract may result in the rejection of the bidder's Proposal.
3. After the opening of Proposals, information concerning the Proposal documents or any part of the contents thereof shall not be released to any person or party that is not a member of the Proposal Evaluation Committee.
4. The evaluation proceedings shall be kept confidential at all times until the award of Contract is announced.
5. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

26. Clarification of Bids

1. To assist in the examination, evaluation and comparison of bids, the Procuring Agency may, at the Procuring Agency's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing, including by electronic mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the Bids.

27. Examination of Bids and Determination of Responsiveness

1. Prior to the detailed evaluation of Bids, the Procuring Agency shall determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 3; (b) has been properly signed; (c) is accompanied by the Bid Securing declaration; and (d)

is substantially responsive to the requirements of the Bidding Documents.

2. A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
3. If a Bid is not substantially responsive, it will be rejected by the Procuring Agency, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
4. Missing/ Expired/ incomplete submission of documents like trade license, BCTA certificate, tax clearance certificate along with the bid should not become a rejection criterion, these do not include documents having bearing in the evaluation. The bidder should be given an opportunity to submit such documents during evaluation within a reasonable time specified by the evaluation committee, failing which the bid will be treated non-responsive. Any rejection due to non-responsiveness should be done after preliminary examination of the bids.

28. Correction of Errors

1. Bids determined to be substantially responsive shall be checked by the Procuring Agency for any arithmetic errors. Errors shall be corrected by the Procuring Agency as follows:
 - (a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
 - (b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of the Procuring Agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted shall govern, and the unit rate shall be corrected.
2. The corrections will be notified in writing to the individual Bidder with a request for written acceptance of the corrections within the specified period as made in the notification. The amount stated in the Bid shall be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid shall be

rejected, and the Bid Security may be forfeited.

29. Currency for Bid Evaluation

1. Bids shall be evaluated as quoted in Ngultrum (Nu.) in accordance with ITB Sub-Clause 14.1, unless a Bidder has used different exchange rates than those prescribed in ITB Sub-Clause 14.2, in which case the Bid shall be first converted into the amounts payable in different currencies using the rates quoted in the Bid and then reconverted to Ngultrum (Nu.) using the exchange rates prescribed in ITB Sub-Clause 14.2.

30. Evaluation and Comparison of Bids

1. The evaluation shall be carried out offline using the Design and Build Modality, in accordance with the Procurement Rules and Regulations, 2025.
2. The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive in accordance with ITB Clause 27.
3. In evaluating the Bids, the Procuring Agency shall determine for each Bid and the evaluated Bid price by adjusting the Bid price as follows:
 - (a) making any correction for errors; and/or
 - (b) excluding provisional sums and the provision (unless no rates have been asked from the Bidders), if any, for contingencies in the Bill of Quantities, but including Day work, were priced competitively.
4. The determination of the qualification of bidder shall be based upon an examination of the documentary evidence of the Bidder's qualifications and conformity of the Goods submitted by the Bidder, pursuant to ITB 15 and 18. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors), or any other firm(s) different from the Bidder.
5. The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Employer Requirement, applying the evaluation criteria, sub-criteria and points system specified in Section III, Evaluation and Qualification Criteria. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the Employer Requirement, or if it fails to achieve the minimum technical score indicated in the Section III, Evaluation and Qualification Criteria.
6. Financial Bids of only those Bidders who score the minimum technical score specified in Section III, Evaluation and Qualification Criteria will be considered for the second stage of Bid evaluation to obtain technical-financial score.

7. In the case of Joint Venture, Consortium & Association (JV/C/A), the individual credentials of the JV/C/A partners need to be averaged using their stake for the purpose of evaluation under the parameters of similar work experience, performance score from Average Turnover Over Last 5 Years and Credit Line Available. For the parameters of equipment and manpower, there sources or information committed/provided by the JV/C/A as a single entity will be considered for award of points.
8. Domestic Bidders and Joint Ventures, Consortia or Associations of domestic Bidders who may be eligible for a margin of preference in Bid evaluation shall supply all information to satisfy the criteria for eligibility as described in ITB Clause 3 of these Instructions to Bidders.

31. Abnormally Low/ high Bids

1. An Abnormally Low/High Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low/High to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price. Before proceeding to further analysis, the Procuring Agency shall revisit their departmental estimate to ensure its realistic rates compared to the prevailing market rates.
2. After revisiting the departmental estimate as provided in clause ITB 31.1, if the Procuring Agency determines that the Bid offered by the Bidder is 20% below or above the Agency estimate, the Procuring Agency shall eliminate the Bid(s).
3. The process for determining the award shall be as outlined in ITB Clause 34.

32. Seriously Unbalanced/ Front loaded Bid

1. If the Bid that is evaluated as the best evaluated cost, is seriously unbalanced or front loaded in Procuring Agency's opinion, the Procuring Agency may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of contract, proposed methodology, schedule and any other requirements of the Bidding Document.
2. After the evaluation of the information and detailed price analysis presented by the Bidder, the Procuring Agency may as appropriate:
 - (a) accept the Bid and increase the performance security from ten percent (10%) up to maximum of 30% of the initial contract price; However, the total performance security amount shall be limited to maximum of 30% of initial contract price; or
 - (b) reject the Bid.

33. Sub-contractor

1. The Procuring Agency shall define the mechanism for sub-contracting parts of the contract to Specialized firms registered with Bhutan Construction and Transport Authority or Community for Skilled Workers (C4SW) registered with MoICE for civil, plumbing and Electrical works.
2. The Procuring Agency may define the mechanism for sub-contracting parts of contract to general contractors registered with Bhutan Construction and Transport Authority or any other competent authority for categories of scope of contracts for which specialized firms are not available.
3. The principal contractor shall commit the specialized firms with their names during the Bidding and deploy the same or equivalent once selected as winning Bidder with a notification to the Procuring Agency of such deployment.
4. Payments shall be made directly to the principal contractor, not to the sub-contractor unless explicitly agreed otherwise between the Procuring Agency and the principal contractor with the specific mechanism to do so.
5. The principal contractor shall execute a contract with the subcontractor which shall bind the parties throughout the contract including the defect liability period.

F. Award of Contract

34. Award Criteria

1. In accordance with ITB 31.1, once bids that are 20% lower or higher than the Department's estimate are eliminated, the remaining bids will be used to calculate the average bid price.
2. Having calculated the Average Bid price, **the bid price closest, but less than average** will be considered as the Best Bid Price.
3. The following shall be the basis for carrying out ranking of bidders after determining Best Bid Price:
 - (a) All other bidders get proportionally lower scores, including those with lower bids.
 - (b) This is a non-linear scoring approach, instead of rewarding lower bids blindly, it rewards those closest to a target benchmark.
 - (c) When **Best Bid Price** is more than Bidders quoted Price:

$60\% \times \frac{\text{Financial Bid quoted by the Bidder}}{\text{Best Bid Price}}$

(d) When **Best Bid Price** is lesser than Bidders quoted Price:

$60\% \times \frac{\text{Best Bid Price}}{\text{Financial Bid quoted by the Bidder}}$

- The Procuring Agency shall award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has scored the highest in the combined Technical (40 %) and financial (60%) score of 100.
- In the event, a Bidder that fails to commit any one of the key Personnel and Equipment as specified in the evaluation criteria is determined as the best-evaluated bidder, the Bidder prior to the signing of the contract shall be required to submit a commitment letter for timely engagement of equipment and manpower to the procuring agency as per the Work plan.

35. Tie- Bids:

- In the event of a tie in bid prices among two or more bidders, the Procuring Agency may adopt the measures to determine the award as specified in BDS.

36. Procuring Agency’s Right to Accept any Bid and to Reject any or all Bids

- The Procuring Agency reserves the right to accept or reject any Bid, reject all Bids, or to cancel the Bidding process, at any time prior to the Award of Contract, without thereby incurring any liability to the affected Bidders, the Bidder(s) shall however be informed with the justified reason(s) for cancellation or rejection.

37. Letter of Intent to Award and standstill period

- The Procuring Agency shall notify the concerned Bidder whose Bid has been selected in writing (hereafter called the “Letter of Intent”) that the Procuring Agency has intention to accept its Bid and the copy of this information shall be given to all other Bidders who have submitted the Bids. Such notification should be communicated in writing, to all the Bidders on the same day of dispatch.
- If no Bidder submits complaint pursuant within a period of five (5) days of receipt of the letter of intent for Open Tendering Method and within (2) days for Limited Tendering Method, the Bidder whose Bid has been accepted shall be notified in

writing of the award by the Procuring Agency prior to expiration of the Bid validity period. This notification letter (hereinafter called the "Letter of Acceptance") shall state the sum that the Procuring Agency shall pay the Contractor in consideration of the execution, completion and maintenance of the EPC by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

38. Performance Security

1. Within Seven (7) working days after receipt of the Letter of Acceptance the successful Bidder shall deliver to the Procuring Agency a Performance Security in the amount stipulated in the BDS and in any of the following security form:
 - (a) unconditional bank guarantee in the form provided for in Section VIII, Contract Forms, or another form acceptable to the Procuring agency;
 - (b) banker's certified cheque/ cash warrant; or
 - (c) demand draft.
2. The Performance Security shall be valid until thirty (30) days from the date of issue of the Certificate of Completion.
3. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

39. Signing of Contract

1. Upon the furnishing by the successful Bidder of the Performance Security, the Procuring Agency shall notify all other Bidders of the results of the Bidding and shall publish a notification of award on the Procuring Agency's website. The notifications to all other Bidders as well as the notification posted on the Procuring Agency's website shall include the following information:
 - (a) the Bid and lot numbers;
 - (b) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and
 - (c) the date of the award decision.
2. The Letter of Acceptance shall constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security and signing the Contract. It shall be accompanied by two originals of the Contract in the form provided in Section VIII – Forms of Bid, Qualification Information, Letter of Acceptance, and Contract.
3. The Contract shall incorporate all agreements between the Procuring Agency and

the successful Bidder. It shall be signed by the Procuring Agency and sent to the successful Bidder with the Letter of Acceptance. Within seven (7) Working days of receipt, the successful Bidder shall sign the Contract and deliver it to the Procuring Agency.

40. Issuance of Work Order

1. After the signing of contract, the work order shall be sent to the contractor indicating the commencement of the project. Normally 10 days upon issuance of the work order, however, based on the nature and complexity of the project, longer duration may be given.

41. Debriefing by the Procuring Agency

1. On receipt of the Procuring Agency's Letter of Intention to Award, an unsuccessful Bidder has five (5) days to make a written request to the Procuring Agency for a debriefing. The Purpose of debriefing is to inform the aggrieved Bidder of the reasons for lack of success, pointing out the specific shortcomings in its Bid without disclosing contents of other Bids.
2. Where a request for debriefing is received within the deadline, the Procuring Agency shall provide a debriefing within five (5) days.
3. The Procuring Agency shall discuss only such Bid and not the Bids of other competitors. The debriefing shall not include point-by-point comparisons with another Bid; and information that is confidential or commercially sensitive to other Bidders.

42. Complaint and Review

1. If the Bidder has or is likely to suffer, loss or injury due to breach of a duty imposed on the Procuring Agency by the provisions of this Bidding Document, the Bidder shall submit the complaint in writing to the Procuring Agency within five (5) days for Open Tendering Method and two (2) days for Limited Tendering Method from the date of Letter of Intent to Award.
2. The Head of Procuring Agency shall, within Five (5) days after the submission of the complaint, issue a written decision.
3. The aggrieved bidder must submit a detailed grievance along with all supporting documents which shall be one time. The Procuring Agency, while reviewing the grievance, must ensure a proper review and issue a timely decision. No further correspondence will be entertained from either party.
4. The Bidder may appeal to the Independent Review Body within three (3) days of the decision of the Head of the Procuring Agency or, where no such decision has

been taken, within Eleven (11) days of the original complaint and the copy of the appeal shall be given to Procuring Agency on the same day.

5. Once the appeal copy is received by the Procuring Agency, it shall not proceed further with the procurement process until receipt of notification from the Independent Review Body Secretariat.

SECTION II: BIDDING DATA SHEET

A. General	
ITB 1.1	The Procuring Agency is Department of Energy, Ministry of Energy and Natural Resources. The name and identification of the contract is Design, Supply, Transportation, Installation, Testing and Commissioning of Rooftop Solar Photovoltaic (PV) System including Remote Monitoring Device in the following three sites; I. Shari Higher Secondary School, Paro (158.4 KWp) II. Chukha Higher Secondary School, Chukha (144.1 KWp) III. Samtegang Central Schhol, Wangdue Phodrang (381.7 KWp) The Scope of works includes but not limited to those referred in the ERQ.
ITB 1.2	The Intended Completion Date is 8 months including all seasons after date of the signing of the Contract
ITB 3.7 (c)	All goods and works to be supplied and executed under the contract shall be from either in Bhutan or India, the bidder shall ensure that the principal manufacturer has an authorized dealership agent or a co-partner based in Bhutan or India.
ITB 3.8 (c)	Any additional predetermined circumstances: None
ITB 5.1	All goods and works to be supplied and executed under the contract shall be from either in Bhutan or India, the bidder shall ensure that the principal manufacturer has an authorized dealership agent or a co-partner based in Bhutan or India.
B. Bidding Documents	
ITB 9.1	The Procuring Agency's address for clarification is: Department of Energy, Ministry of Energy and Natural Resources, Thimphu. No Clarification/Queries request shall be made before 7 days of the bid closing.
ITB 9.2	Pre-Bid Meeting shall be held on 10 August, 2026 and will be conducted in DoE conference Hall.
C. Preparation of Bids	
ITB 11.1	The language of the Bid is: English
ITB 12.1 (f)	Any additional materials required to be completed and submitted by the Bidders are: i. <i>Valid Production and Manufacturing services License or Valid BCTA Certificate for W4 (Power & Telecommunication Works)</i> ii. <i>Tax Clearance Certificate.</i> iii. <i>Proof of firm's experience in carrying out similar works by providing work completion certificate from the employer</i> iv. <i>Proof of the key personnels experience in carrying out similar works as specified under ITB 18. Curriculum Vitae can be one of the proofs of experience.</i> v. <i>Key personnel commitment declaration form.</i> vi. <i>Technical data sheet together with the following documents demonstrating compliance with the specified standards mentioned in Technical Specification (Employer Requirement) for solar modules and inverters:</i>

	a. a valid product certificate issued by an internationally accredited certification body; or b. a manufacturer's Declaration of Conformity (DoC); or c. an accredited third-party test report issued by a laboratory accredited to ISO/IEC 17025 or equivalent. <i>The absence of the applicable IEC references in the manufacturer's datasheet alone shall not be grounds for bid rejection, provided compliance is demonstrated through at least one of the above supporting documents.</i> vii. Warranty Certificates (Minimum 10 years for solar modules and 5 years for inverter) <i>Note: Key personnel shall not be nominated by more than one bidder at the same time. If the same individual is nominated in multiple bids, the bid submitted first will be considered valid, and the others will be disqualified. Each nominated key personnel must submit a signed declaration confirming their exclusive commitment as part of the bid submission.</i>
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ITB 14.1	Bidders are required to substantiate the rates and prices in Ngultrum equivalent.
ITB 16.1	The Bids shall be valid for 45 days from the deadline for submission of Bids.
ITB 17.1	The Bid Security amount is Nu. 355,814.46
ITB 19.1	Margin of domestic preference of twenty percent (20%): Shall Not Apply.
ITB 19.3 (c)	Other criteria to be used for the purpose of assessing domestic preference eligibility are: None
ITB 20.1	In addition to the original Bid, the number of copies is: One
D. Submission of Bids	
ITB 21.3	Location for Bid Submission: Procurement Unit, Ministry of Energy and Natural Resources, Thimphu. The warning shall read "DO NOT OPEN BEFORE": 24 August, 2026 at 2:30 PM.
ITB 22.1	The deadline for submission of Bids shall be: 24 August, 2026 at 2:00 PM.
E. Bid Opening and Evaluation	

ITB 24.1	The Technical Bid opening shall take place on the same day as the closing day of the Bid submission at: Department of Energy, MoENR Date: 24 August, 2026 at 2:30 PM. Following the completion of the evaluation of the Technical Bids, DoE will notify the technically qualified Bidders of the location, date and time of the public opening of Financial Bids.
ITB 33.1	The bidder may subcontract: Engineering and Design works.
ITB 35.1	In the event of a tie in bid prices among two or more bidders, the Procuring Agency may adopt the following measures to determine the award: Assessment of Past Performance or Relevant Experience: Preference may be given to the bidder demonstrating superior past performance or relevant experience in similar assignments, as evidenced through prior evaluations or contract records;
F. Award of Contract	
ITB 38.1	The Performance Security amount shall be :10% of the quoted price and up to maximum of 30% of the initial contract price in case of unbalanced bid.

SECTION III. EVALUATION AND QUALIFICATION CRITERIA

1. Margin of Preference

If BDS specifies, the Procuring Agency will grant a margin of preference of twenty percent (20%) to domestic contractors, in accordance with, and subject to the following provisions:

1. Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Bhutan Construction and Transport Authority (BCTA) and accepted by the Procuring Agency, a particular contractor or group of contractors qualifies for a domestic preference. The Bidding Document shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of Bids to give effect to such preference.
2. After Bids have been received and reviewed by the Procuring Agency, responsive Bids shall be classified into the following groups:
 - (a) Group A: Bids offered by domestic contractors eligible for the preference.
 - (b) Group B: Bids offered by other contractors.
3. All evaluated bids in each group shall, as a first evaluation step, be compared to determine the Bid with lowest evaluated cost, and the Bid with the lowest evaluated cost in each group shall be further compared with each other. If as a result of this comparison, a Bid from Group A is the lowest, it shall be selected for the award as the Best Evaluated Bid, if the Bidder is qualified. If a Bid from Group B is the lowest, as a second evaluation step, all Bids from Group B shall then be further compared with the lowest evaluated cost from Group A.
4. For the purpose of this further comparison only, an amount equal to twenty percent (20) of the respective Bid price corrected for arithmetical errors, but excluding provisional sums and the cost of day work, if any, shall be added to the evaluated cost offered in each Bid from Group B. If the Bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated cost from Group B based on the first evaluation step shall be selected.
5. The Procuring Agency shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying these criteria and methodologies, the Procuring Agency shall determine the Best Evaluated Bid. This is the Bid that

has been determined to be:

- (a) substantially responsive to the Bidding Document; and
- (b) the lowest evaluated cost.

2. Evaluation Criteria

In addition to the criteria listed in ITB 30, the following criteria shall apply:

1. Qualification

Assess the eligibility as per the ITB clause 3 requirements

2. Technical Capability (65 points)

a) Similar Work Experience (40 Points)

Experience Level	Score
≥ 3 projects of similar nature (Any Solar Projects)	Will be based on Pro-Rata Basis.
2 projects of similar nature (Any Solar Projects)	
1 project of similar nature project (Any Solar Projects)	
No relevant EPC experience	0

b) Skilled Manpower (25 Points)

To assess the availability and adequacy of qualified personnel for engineering, construction, commissioning of SPV systems.

Sub-Criteria	Qualifications	Max Points
Project Manager	Master's or Bachelors qualification in engineering related field with minimum of 2 years of experience in SPV system OR Diploma in engineering related field with minimum experience of 5 years of experience in SPV system.	10
Electrical Engineer	Master's or Bachelor's in Electrical Engineering or related field with minimum of 2 years of experience in Design, and Installation of SPV system.	7.5
Structural Engineer	Master's or Bachelors qualification in civil engineer with minimum of 2 years of experience in carrying out the structure analysis of civil structures.	5
Safety Supervisor	Certified in "Employability Skills for Construction Engineers" or "Construction Safety Supervisor"	2.5

The Bidder shall be bound by the following conditions and required to provide following details of proposed skilled manpower and their experience records using the relevant Form in Section IV:

1. If any HR found to be engaged during the evaluation process, the proposed skilled manpower will be allotted zero (0) points.

2. The Key personnel may also act as the Safety Supervisor provided the key personnel shall be permitted to handle only one project.
3. Copies of signed CV of technical manpower using the standard CV format (Annexure 1) committed along with Academic transcripts. The year of experience shall be based on the past experience specified in the CV. Provisional certificate shall be accepted up to one year from date of graduation.
4. Copies of Citizenship ID Cards or Work permit/ Passport/ Election/ Voter ID cards (for foreign workers) of all manpower committed.
5. Copies of contract agreements with all personnel if they have been hired on contract by the contractor. The contract agreement need not be project specific; however, such contracts shall be endorsed by the Bhutan Construction and Transport Authority (BCTA). The agreement shall be valid for a maximum period of twelve (12) months from the date of endorsement by BCTA, unless earlier terminated or renewed. Upon expiry of the validity period, a fresh endorsement shall be required for the purpose of submission of tender. BCTA's endorsement shall be limited to verifying the authenticity of the contract agreement and confirming the engagement of the individual through records or verification mechanisms prescribed by BCTA.
6. Copies of Provident Fund Account Documents for all personnel or payrolls or Copies of monthly remittance schedule of Health Contribution and Tax Deducted at Source for all personnel committed for with monthly gross income of Nu. 25,000 and more.
7. For contract based key personnel, submission of PF. health contribution, payslips, or TDS documents shall not be required. In lieu of these documents, the employer shall submit a signed contract agreement.

3. Capacity: 35

a) Average Turnover Over Last 5 Years (15 Points)

To assess the financial capacity of the bidder to execute the contract.

Scoring Guidelines

Average Annual Turnover (Last 5 Years)	Points
Nu. 71 million	15
Nu. 53 million	12
Nu.17 million	10
Less than Nu. 17 million	7
No turn over	0

The bidder shall submit audited financial statements

b) Unconditional Credit Line Available (Unused) (20 Points)

The Bidder shall demonstrate that it has access to lines of credit sufficient to meet the construction cash flow requirements estimated as Nu. (Procuring Agency to specify the exact amount including decimal point. The credit line

available shall be for 1 months) for the contract.

Scoring Guidelines

Parameter	Level of Achievement	Points
Credit Line Available (unused)	> 4,447,680.74	20
	4,447,680.74-3,558,144.59	15
	3,558,144.59 - 2,668,608.44	10
	< 2,668,608.44	0

The Bidder shall provide following details in the relevant Forms included in Section IV, Bidding Forms:

- The Bidder shall submit from the bank or financial institutions in Bhutan/India showing evidence of access to or availability of credit line for the project using relevant form.

4. Minimum Technical Score

A Bidder should obtain a score of at least 60 Points out of 100 on these parameters (Capability & Capacity combined) in order to qualify for the next stage.

5. Financial and Technical weightage:

The technical bids scoring minimum qualifying score of 60 points out of 100 will then be considered for the second stage of Bid evaluation. 40% of technical evaluation score shall be carried forward to the 2nd stage of evaluation. This score will be combined with their financial bid to obtain the overall technical-financial score. The following shall be the score bearing:

- Financial score = 60 %
- Technical score= 40 %

6.Award of EPC:

- Once bids that are 20% lower or higher than the Department's estimate are eliminated, the remaining bids will be used to calculate the average bid price.
- Having calculated the Average Bid price, **the bid price closest, but less than average** will be considered as the Best Bid Price.
- The following shall be the basis for carrying out ranking of bidders after determining **Best Bid Price**:
- All other bidders get proportionally lower scores, including those with lower bids.
- This is a non-linear scoring approach, instead of rewarding lower bids blindly, it rewards those closest to a target benchmark.
- The overall technical and financial score is obtained by using the following formula for any qualified Bidder (A):

- i. When **Best Bid Price** is more than Bidders quoted Price:

$$\frac{60\% \times \text{Financial Bid quoted by the Bidder (A)}}{\text{Best Bid Price}} + 40\% \text{ of technical score of A}$$

- ii. When **Best Bid Price** is lesser than Bidders quoted Price:

$$\frac{\text{Best Bid Price}}{60\% \times \text{Financial Bid Quoted by the Bidder (A)}} + 40\% \text{ of technical score of A}$$

- g. The Procuring Agency shall award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has scored the highest combined Technical (40%) and financial (60%) score of 100.

Annexure 1:

Curriculum Vitae (CV) for Key Personnel

1. Personal Information

a. Full Name	
b. CID no./Work permit no./Special permit no.	
c. Date of Birth	
d. Nationality	
e. Email Address	
f. Phone Number	
g. Residential Address	
h. Languages Spoken (and Proficiency)	

2. Proposed Position

a. Position Title in the Assignment:	
b. Name of Contractor (Firm Proposing the Staff):	

3. Current Employment

a. Employers Name:	
b. Job Title:	
c. Years with Present Employer:	

4. Academic Qualifications *(List highest degree first)*

Institution (School/College/University)	Degree/Certificate	Date Obtained

5. Professional Certifications / Memberships / Relevant Training

Certification or Membership	Issuing Organization	Date Obtained

6. Similar Work Experience *(List in reverse chronological order)*

Total Years of Professional Experience: _____

From	To	Employer	Position	Project Title & Description	Key Responsibilities & Relevant Experience	Reference (Name, Designation, Email/ Phone)

7. Declaration of Exclusivity and Availability

I, the undersigned, certify to the best of my knowledge and belief that this CV correctly describes my qualifications, experience, and competencies. I also understand that any misstatement or misrepresentation herein may lead to disqualification or removal from the team.

[Signature]

Date: _____
Day/Month/Year

SECTION IV. BIDDING FORMS

1. Contractor's Bid

Title of Contract: Design, Supply, Transportation, Installation, Testing and Commissioning of Grid-Tied Rooftop SPV System in the following three sites;

- i. Shari Higher Secondary School, Paro.
- ii. Chukha Higher Secondary School, Chukha.
- iii. Samtegang Central Schhol, Wangdue Phodrang

1. Having examined all the Bidding Documents, including addenda (if any), we offer to execute the contract in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of [insert amount in numbers], *[insert amount in words] [insert name of currency]*.
2. This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.
3. We hereby confirm that this Bid complies with the Bid validity and Bid Securing declaration required by the Bidding Documents and specified in the Bidding Data Sheet.
4. We, including any subcontractors for any part of the Contract, have nationalities from eligible countries in accordance with BDS;
5. We have no conflict of interest;
6. We abide by the Integrity Pact terms and conditions;
7. In case if I withdraw my Bid after opening for whatsoever reasons, I agree to the forfeiture of the Bid Security amount as per the bid securing declaration terms and conditions and will authorize the competent authority to debar my firm in case I fail to deposit the bid security amount.

Authorized Signature: _____

Name and Title of Signatory: _____

2. Bill of Quantities

Refer to Employer's Requirements for the details.

3. Bid Securing Declaration

Date:_____

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we are required to pay the Bid Security amount specified in the Bidding Data Sheet within 5 days of your instruction and failure to do so will debar us from being eligible for Bidding in any contract with all the Government Procuring Agencies for the period prescribed in the Debarment Rules if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) having not accepted the correction of errors in accordance with the Instructions to Bidders ITB; or
- (c) Having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid validity, (i) fail or refuse to furnish the performance security in accordance with the ITB, or (ii) fail or refuse to execute the Contract in accordance with the ITB.

The procuring agency has the authority to immediately go to the next bidder, once the notice is served to the defaulting bidder.

Authorized Signature: _____

Name and Title of Signatory:_____

Name of Bidder:_____

4. Bidder Information Form

Bidder's name:
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration:
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information: Name: _____ Address: _____ Mobile/Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of: - Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 3 - In case of State-Owned Enterprise or institution, in accordance with ITB 3.5, documents establishing Legal and financial autonomy; operation under commercial law; and that the Bidder are not dependent agency of the Procuring Agency 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. 3. Power of attorney authorizing the signatory of the Bid to sign on behalf of the Bidder

5. Bidder's JV Information Form

(to be filled only in case of JV by each member)

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: ____ Address:_____ Telephone/Fax numbers: _____ E-mail address:_____
1. Attached are copies of original documents of: • Registration documents of the legal entity named above, in accordance with ITB 3. • Letter of intent to form the JV/C/A, or the JV/C/A agreement, in accordance with ITB Sub-Clause 12.2. • Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

6. Access to Availability of Credit Line

*[The **Bank/Bidder** shall fill in this Bank Certificate form in accordance with the instructions indicated in brackets.]*

(Bank Letter Head)

(a) BANK CERTIFICATE

This is to certify that Mr./Mrs.....Promoter of M/s is one of our valued Clients and Maintaining account with..... Branch Office ... their dealing with the bank has been satisfactory as on date.

This certificate is issued at the request of M/s for the purpose of participating in Bidding for tender (insert name of EPC). The Client can be considered good for line of credit to the extent of Nu.....to meet the EPC capital requirements for executing the EPC namely subject to fulfil.

[insert signature(s) of authorized representative(s) of bank] Address of the Bank

*[The **Bank/Bidder** shall fill in this Bank Certificate form in accordance with the instructions indicated in brackets.]*

♦ **For Joint Venture change the text as follows**

(Bank Letter Head)

(b) BANK CERTIFICATE

This is to certify that Mr./Mrs..... Promoter of M/s.....who has formed a Joint Venture with M/s..... for participating in this Bid is one of our valued Clients and Maintaining accounts with.....Branch Office,.....their dealing with the bank has been satisfactory as on date.

This certificate is issued at the request of M/s..... for the purpose of participating in Bidding for tender works (insert name of works). The Client can be considered good for line of credit to the extent of Nu.....to meet their working capital requirements for executing the work namely..... subject to fulfillment of lending norms

[insert signature(s) of authorized representative(s) of bank] Address of the Bank
[This should be given by each JV members]

7. Key Personnel Commitment Declaration Form

Project Name: _____

Bidder's Name: _____

Key Personnel Name: _____

Position: _____

Declaration

I, [Key Personnel Name], hereby declare that:

1. I am nominated by [Bidder's Name] as key personnel for the above-mentioned project.
2. I am fully committed to working exclusively with [Bidder's Name] for the entire duration of the project, from commencement to completion, as specified in the contract.
3. I understand that failure to fulfill this commitment shall render me liable to penalties as decided by the Purchaser, in accordance with the contract conditions and provisions of the bidding documents.

I affirm that the information provided in this declaration is true and accurate to the best of my knowledge.

Signed: _____

Name: _____

Designation/Role: _____

Date: _____

Place: _____

8. Integrity Pact

1. General:

Whereas *Director General* representing the *Department of Energy, MoENR*, Royal Government of Bhutan, hereinafter referred to as the “Procuring Agency” 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:

This agreement shall be a part of the Standard Bidding Document, which shall be signed by both the parties and submitted along with the tender document.

2. Objectives:

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

1. Enabling the Procuring Agency to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the Works or goods or services; and
2. Enabling Bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

3. Scope:

The validity of this IP shall cover the Bidding process and contract administration period.

4. Commitments of the Procuring Agency:

1. The Procuring Agency hereby undertakes that no officials of the Procuring Agency, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the Bidding process and contract administration.
2. The Procuring Agency further confirms that its officials shall not favor any

prospective Bidder in any form that could afford an undue advantage to that particular Bidder in the Bidding process and contract administration and will treat all Bidders alike.

3. Officials of the Procuring Agency, who may have observed or noticed or have reasonable suspicion, shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
4. Following report on violation of clauses 4.1 and 4.2 by official(s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Procuring Agency and such a person shall be debarred from further dealings related to the Bidding process and contract administration.

5. Commitments of Bidders

The Bidder commits himself/ herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the Bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following:

1. The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Procuring Agency, connected directly or indirectly with the Bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding process and contract administration.
2. The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the Bidding process and contract administration.
3. If the Bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the Procuring Agency or other Bidders, the Bidder shall report such violations to the head of the Procuring Agency.

6. Sanctions for Violation:

The breach of any of the aforesaid provisions shall result in administrative charges or

penal actions as per the relevant rules and laws.

1. The breach of the IP or commission of any offence (forgery, providing false information, mis- representation, providing false/fake documents, Bid rigging, Bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including Debarment Rules.
2. The breach of the IP or commission of any offence by the officials of the Procuring Agency shall be dealt with as per the rules and laws of the land in vogue.

7. Monitoring and Administration:

1. The respective Procuring Agency shall be responsible for administration and monitoring of the IP as per the relevant laws.
2. The Bidder shall have the right to appeal/setting aside as per the arbitration mechanism contained in the relevant rules.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it.

8. Specifications and Performance Requirements:

Please refer to the Employer's Requirement document.

9. Drawings

Please refer Employer's Requirement Document.

SECTION VI. GENERAL CONDITIONS OF CONTRACT

A. General

1. Definitions

1. **Bill of Quantities** summary of the units and unit prices of the items proposed under the contract.
2. **The Completion Date** is the date of completion of the contract as certified by the Procuring Agency.
3. **The Contract** is a formal agreement in writing entered into between the Procuring Agency and the Contractor to execute, complete, and maintain the Design and Build Contract.
4. The **Contractor** is an individual or legal entity entering into a contract after its Bid to carry out the Design, Supply, Transportation, Installation, Testing and Commissioning of Grid-Tied Rooftop Solar Photovoltaic (PV) System has been accepted by the Procuring Agency.
5. The **Contractor's Bid** is the completed Bidding Document submitted by the Contractor to the Procuring Agency.
6. The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
7. **Days** are calendar days; months are calendar months.
8. **Day Work** is carried out following instructions of the Procuring Agency and paid on the basis of time spent by bidders, the use of materials and the Contractor's equipment, at the rates quoted in the Bid. For Day work to be priced competitively for Bid evaluation purposes, the Procuring Agency must list tentative quantities for individual items to be coasted against Day work (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the Bidders' quoted rates and included in the total Bid price.
9. A **Defect** is any part of the contract not completed in accordance with the Contract.
10. The **Defects Liability Certificate** is the certificate issued by the Procuring Agency upon correction of defects by the Contractor.
11. The **Defects Liability Period** is the period named in SCC Sub Clause 36.1 and calculated from the Completion Date.

12. **Drawings** include calculations and other information provided or approved by the Procuring Agency for the execution of the Contract.
13. The **Procuring Agency** is the Government Agency which enters into a Contract with a Contractor to carry out the contract, as specified in the SCC.
14. **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to execute the contract.
15. The **Initial Contract Price** is the Contract Price listed in the Procuring Agency's Letter of Acceptance.
16. The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the contract. The Intended Completion Date is specified in the SCC. The Intended Completion Date may be revised only by the Procuring Agency by issuing an extension of time or an acceleration order.
17. **In writing** is in any written form, including electronic mail.
18. **Materials/Goods** are all supplies, including consumables, used by the Contractor for incorporation in the contract.
19. **Plant** is any integral part of the contract that shall have a mechanical, electrical, chemical or biological function
20. The **Project Manager** is the person named in the SCC (or any other competent person appointed by the Procuring Agency and notified to the Contractor, to act in replacement of the Procuring Agency) who is responsible for supervising the execution of the contract and administering the Contract.
21. **Secured Advance:** Secured Advance can be given for non-perishable materials only. Materials such as cement/bamboo cannot be eligible for the Secured Advance. No secured advance shall be given on account of plants & machineries.
22. The **Site** is the area defined as such in the SCC.
23. **Site Investigation Reports** are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
24. **Specifications** mean the Specifications of the goods and works included in the Contract and any modification or addition made or approved by the Project Manager.
25. **The Start Date** is given in the SCC. It is the latest date when the Contractor shall commence execution of the contract. It does not necessarily coincide with any of the Site Possession Dates.

- 26. A **Subcontractor** is a person or corporate body who has a Contract with the Principal contractor to carry out a part of the Contract.
- 27. **Temporary works** are works designed, constructed, installed and removed by the Contractor that are needed for construction or installation of the SPV system.
- 28. A **Variation** is an instruction given by the Project Manager which varies the works.
- 29. The works are what the Contract requires the Contractor to Design, Procure and install, construct and turn over to the Procuring Agency, as defined in the SCC.

2. Interpretation

- 1. In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2. Incoterms:
 - (a) Unless inconsistent with any provision of the Contract or otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
 - (b) The terms EXW, CIF, CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.
- 3. If sectional completion is specified in the SCC, references in the GCC to the works, the Completion Date and the Intended Completion Date apply to any Section of the works (other than references to the Completion Date and Intended Completion Date for the whole of the contract).
- 4. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Contract;
 - (b) Letter of Acceptance;
 - (c) Contractor's Bid;
 - (d) Special Conditions of Contract;
 - (e) General Conditions of Contract;
 - (f) Employment Requirement
 - (g) Drawings;
 - (h) Bill of Quantities; and
 - (i) Any other document listed in the SCC as forming part of the Contract.

3. Corrupt Practices

1. If the Procuring Agency determines that the Contractor has engaged in corruptive practices in executing the Contract then the Procuring Agency may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site.
2. Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the execution of the EPC, then that employee shall be removed and replaced.
3. All instances of corruption in procurement must be reported to the Anti-Corruption Commission (ACC) of Bhutan for investigation and necessary action in accordance with relevant laws.

4. Language and Governing Law

1. The language of the Contract and the law governing the Contract are stated in the SCC.

5. Project Manager's decision

1. Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Procuring Agency and the Contractor in the role representing the Procuring Agency.

6. Delegation

1. The Project Manager may delegate any of his duties and responsibilities to other people after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

7. Communications

1. Communications between parties that are referred to in the Conditions shall be effective only when in writing, sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission. A notice shall be effective only when it is delivered.

8. Sub-contracting

1. The Procuring Agency shall define the mechanism for sub-contracting parts of contract to sub-contractors.
2. For clause 8.1, the principal contractor shall commit the Subcontractor with their names during the Bidding and deploy the same once selected as winning Bidder with a notification to the procuring of such deployment.
3. Payments shall be made directly to the successful Bidder, not to the sub-contractor unless explicitly agreed otherwise between the Procuring Agency and the

contractor with the specific mechanism to do so.

4. The principal contractor shall execute a contract with the subcontractor which shall bind the parties throughout the contract including the defect liability period.

9. Setting Out

1. The Contractor shall be responsible for setting out the works and for ensuring the correctness of the positions, levels, dimensions and alignment of the works. At any time during the execution of the contract, he shall correct any error at his own expense when required to do so by the Procuring Agency. The Contractor shall verify the structural adequacy and integrity of the existing roof to support the proposed solar PV system before commencing installation. Any additional structural assessment, analysis, or testing required to confirm the roof's suitability shall be deemed included in the Contract Price unless otherwise specified in the Contract. The contractor shall provide all facilities like labor and instruments, and shall co-operate with the Project manager to check all alignments, grades, levels and dimensions. Such checking shall not relieve the contractor of his own responsibility of maintaining the accuracy of the work.

10. Other Contractors

1. The Contractor shall cooperate and share the Site with other contractors, sub-contractors, public authorities, utilities and the Procuring Agency between the dates given in the Schedule of Other Contractors, as referred to in the SCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Procuring Agency may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

11. Personnel, Materials & Equipment

1. The Contractor shall deploy the key personnel, materials, and equipment in accordance with the contract and the commitment letter submitted. Replacements may be accepted while ensuring equivalent or superior qualifications are proposed. Failure to deploy the specified personnel, material, or equipment may result in deductions at the rates stipulated in the SCC. If the Contractor does not address such deficiencies within a reasonable time ascertained by the Project Manager as per the scheduled activity and in the best interest of the project, it will constitute a fundamental breach of contract.
2. The Contractor shall pay rates of wages and observer conditions of labor which are not lower than the general level of wages and conditions in Bhutan. The Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's personnel. The Contractor shall comply with all relevant labor laws applicable to the Contractor's personnel, including their

employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Contractor is required, to the extent practicable and reasonable, to employ national staff and labor with appropriate qualifications and experience.

3. The Contractor shall not engage in child labor and shall conform to the labor laws of Bhutan in the execution of Contract. A child who has not attained the age of 18 years shall not be employed in any work as a laborer. During the continuance of the Contract, the Contractor and his Sub-contractors shall abide at all times with the labor laws including child labor, related enactment and rules made there under.
4. The mobilization and release of a particular material and equipment for a particular sequence of contract should be based on the Work plan. The material and equipment may be mobilized only at that time when the material and equipment is required at site, the Procuring Agency shall issue a deployment order to the contractor as per the Work plan ahead of the commencement of particular work, giving contractor adequate time and the contractor must ensure that the material and equipment is available at site at that particular time, failing which the Clause 11.1 shall be invoked and penalties imposed as per the amount specified in the SCC.

12. Contractor's Risks

1. From the Start Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the works, Plant, Materials and Equipment) which are not Procuring Agency's risks are Contractor's risks.
2. **Joint Venture, Consortium or Association-** If the Contractor is a joint venture, consortium or association, all of the parties shall be jointly and severally liable to the Procuring agency for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium or association. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of the Procuring Agency.

13. Insurance

1. The supplier shall be responsible for the material supplied under the Contract and shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

14. Queries about the Special Conditions of Contract

1. The Project Manager shall clarify queries on the SCC.

15. The works to Be Completed by the Intended Completion Date

1. The Contractor may commence execution of the works on the Start Date and shall carry out the work in accordance with the Work Plan/Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date and in accordance with the Specifications and Drawings.

16. Approval by the Manager

1. The Contractor shall submit Specifications and Drawings showing Project Manager the proposed Temporary Work to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.
2. The Contractor shall be responsible for design of Temporary works.
3. The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary works.
4. The Contractor shall obtain approval of third parties to design the Temporary works, where required.
5. All Drawings prepared by the Contractor for the execution of the temporary or permanent works are subject to prior approval by the Project Manager before use.

17. Safety

1. The Contractor and the Procuring Agency shall comply with Occupational Health and Safety related regulations for the safety of all activities on the Site.
2. As per mandates of the Labour Laws the contractor shall ensure certified Construction Safety Supervisor is at site at all times. Failure to deploy the specified personnel may result in deductions at the rates stipulated in the SCC 11.4.
3. The Contractor shall comply with all applicable safety regulations for the adequacy and safety of site operations and methods of construction and shall adopt measures to prevent injuries to persons or damage to properties or utilities. The contractor shall avoid undue interference with private business, public travel, or with the work of other contractors and shall take steps to protect the environment and to minimize noise, pollution or other undesirable effects resulting from his method of operation.

18. Discoveries

1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Procuring Agency. The Contractor shall notify the Project Manager of such discoveries and carry out the Procuring Agency's instructions for dealing with them.
2. All materials obtained during excavation from the site and that have not been accounted for in the Bid shall be the property of the Procuring Agency and the contractor shall take care of useful materials obtained during the execution of the works and stack at places designated by the Procuring Agency. An arrangement shall be made between the Contractor and the Procuring Agency for the use and disposal of such materials according to the laws of the kingdom of Bhutan.

19. Possession and Access of the Site

1. The Procuring Agency shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the SCC, the Procuring Agency shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
2. Within 14 days of possession of the site the contractor shall erect an information board as specified in SCC.
3. The Contractor shall allow the Project Manager and any person authorized by the Procuring Agency 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.

20. Instructions, Inspections and Audits

1. The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
2. The Contractor shall give notice to the Project Manager whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Project Manager shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that he does not require to do so. If the Contractor fails to give notice, he shall, if and when required by the Project Manager, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.
3. The Contractor shall permit the Procuring Agency and/or persons appointed by the Procuring Agency to inspect the Site and/or the accounts and records of the Contractor and its Subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Procuring Agency if so, required by the Procuring Agency. The Contractor's attention is

drawn to GCC Sub-Clause 3.1 which provides, inter alia, that acts intended materially to impede the exercise of the Procuring Agency's inspection and audit rights provided for under GCC Sub-Clause 20.3 constitute a prohibited practice subject to contract termination.

B. Time Control

21 Work Program

1. Within the time stated in the SCC, which shall not be more than 30 days, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval of a Work Plan showing the general methods, arrangements, order and timing for all the activities in the work linked with the availability of resources to achieve the Milestone indicated in the SCC.
2. The Contractor shall submit to the project manager for approval at intervals no longer than the period stated in the SCC a revised Work Plan or if at any time:
 - (a) actual progress is too slow to complete within the Time for Completion; and/or
 - (b) progress has fallen behind or ahead the current Work plan under GCC 21.1.
3. Other than as a result of a cause listed in GCC 42 [Compensation Event], then the Project Manager may instruct the Contractor to submit, under Sub-Clause 21.2, a revised Work Plan and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.
4. The contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of contractor's personnel and/or Goods, at the risk and cost of the Contractor.
5. Additional costs of revised methods including acceleration measures, instructed by the Project Manager to reduce delays resulting from causes listed under GCC 42 [Extension of Time for Completion] shall be paid by the Procuring Agency.
6. The Project Manager's approval of the Work Plan shall not alter the Contractor's obligations. The Contractor may revise the Work plan and submit it to the Procuring Agency again at any time. A revised Work plan shall show the effect of Variations.

Milestone

7. The Procuring Agency shall specify, where appropriate, the imposition of milestone agreements within the SCC. Failure by the contractor to achieve the stipulated milestones as outlined in the SCC, shall constitute sufficient grounds for determining a fundamental breach of contract.

22 Progress Reports

1. Unless otherwise stated in the SCC, monthly progress reports shall be prepared by the Contractor and submitted to the Project Manager. Reports shall be submitted monthly thereafter, each within seven (7) days after the last day of the period to which it relates. Reporting shall continue until the Contractor has completed all works. The report shall include:
 - (a) comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays;
 - (b) copies of quality assurance documents, test results and certificates of equipments and materials;
 - (c) charts and detailed descriptions of progress, including each stage of design (if any), delivery to Site, construction, erection and testing; and including the stages for works by subcontractor; and
 - (d) any other details specified in SCC.

23 Extension of the Intended Completion Date

1. The Project Manager shall extend the Intended Completion Date if a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining works, which would cause the Contractor to incur additional cost.
2. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within twenty-one (21) days of the Contractor asking the Project Manager for a decision upon the effect of Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

24 Acceleration

1. When the Procuring Agency wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Agency accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Procuring Agency and the Contractor.
2. If the Contractor's priced proposals for acceleration are accepted by the Procuring Agency, they are incorporated in the Contract Price and treated as a Variation.

25 Delays Ordered by the Project Manager

1. The Project Manager may instruct the Contractor to delay the start or progress of any activity within the work.

26 Management Meetings

1. Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining works and to deal with matters raised in accordance with the early warning procedure.
2. The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

27 Early Warning

1. The Contractor shall warn the Project Manager at the earliest opportunity 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 work. 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 as soon as reasonably possible.
2. The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.
3. If the Contractor considers himself to be entitled to any extension of Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.
4. If the Contractor fails to give notice of a claim within such a period of 30 days, the Procuring Agency shall be discharged from all liability in connection with the claim.

C. Quality Control

28 Identifying Defects

1. The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities to ensure the quality of work executed. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

29 Technical Specifications, Standards and Drawings

1. The materials and Related Services supplied under this Contract shall conform to the technical specifications and standards stipulated in Employer Requirement and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods country of origin
2. The contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Agency, by giving a notice of such disclaimer to the Procuring Agency.
3. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the editions or the revised versions of such codes and standards shall be those specified in the Employer Requirement. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring agency.

30 Packing and Documents

1. The contractor shall provide such packing of the materials as required to prevent the damage or deterioration during transit to their final destination. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage.
2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Procuring agency.

31 Inspections and Tests

1. If the Project Manager instructs the Contractor to carry out a test not specified in

the Specifications to check whether any good and work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

2. At its own expense and at no cost to the Procuring agency the contractor shall carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Employer Requirement.
3. The inspections and tests may be conducted on the premises of the contractors or its Subcontractor, at point of delivery, and/ or at the Goods' final destination. Subject to GCC Sub-Clause 31.4, if conducted on the premises of the contractor or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
4. The Procuring agency or its designated representatives shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 31.3, provided that the Procuring agency bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
5. The Procuring agency may require the contractor to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the 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 impedes the progress of manufacturing and/or the contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
6. The contractor shall provide the Procuring agency with a report of the results of any such test and/or inspection.
7. The Procuring Agency may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The contractor shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring agency, and shall repeat the test and/or inspection, at no cost to the Procuring Agency, upon giving a notice pursuant to GCC Sub-Clause 31.5.
8. The contractor agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring agency or its representative, nor the issue of any report pursuant to GCC Sub-Clause 31.7, shall release the Supplier from any warranties or other obligations under the Contract.

32 Defect Liability Period and Correction of Defects

1. The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
2. 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.

33 Uncorrected Defects

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 Procuring Agency. At the option of the Procuring Agency, payment of such costs may be made in whole or in part by the Procuring Agency deducting and keeping for itself appropriate amounts from the Retention Money and/or claiming against any Bank Guarantee provided by the Contractor pursuant to GCC Clause 47.

D. Cost Control

34 Bill of Quantities (BOQ)

1. The Bill of Quantities shall contain items for the Design, supply, transportation, installation, testing and commissioning of SPV system to be done by the Contractor.
2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done and upon completion of each milestone. The work done shall be acceptable and fit for purpose.
3. The total SPV potential indicated in the Bill of Quantities are provisional estimates which may change after detailed site survey and engineering design only upon approval by the project manager. If there is any change in total capacity or other items indicated in the BOQ, upon approval of the detailed engineering design by the Project Manager, the Contractor shall submit a revised BOQ reflecting the approved quantities with Lump-sum items remaining at the accepted lump-sum prices. The revised BOQ shall be valued using the unit rates quoted in the Contract, and the Contract Price shall be adjusted accordingly, subject to the approval of the Tender Committee where required. The approved revised BOQ and adjusted Contract Price shall thereafter form the basis for milestone payments, valuation of the Works, and the administration of any subsequent Variations and quantity adjustments under the Contract.

35 Performance Security

1. Prior to signing of contract, the contractor should have furnished performance security. Following the successful completion of the Contract, the Procuring Agency shall return the Performance Security to the Contractor within fourteen (14) days of receipt of the Certificate of Completion.
2. The Procuring Agency reserves the right to encash the Performance Security in order to prevent its lapse, in the event the contractor fails to extend its validity. The Project Manager shall issue a formal reminder to the contractor at least thirty (30) days prior to the expiry date, thereby allowing the contractor a period of twenty-one (21) days to effect the required extension. Should the contractor fail to comply within this timeframe, the Project Manager shall notify the relevant Financial Institution of the intent to encash the Performance Security no later than seven (7) days prior to its expiration, to ensure the security remains enforceable.
3. The Performance Security (including additional Performance Security under seriously unbalanced and/or frontloaded Bid) shall be payable to the Procuring Agency as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract. However, the performance security shall not be forfeited outrightly.

36 Mobilization Advance

1. The Procuring Agency shall make Mobilization advance payment of Ten percent (10%) to the Contractor against provision by the Contractor of an Unconditional Bank Guarantee in the form and by a bank acceptable to the Procuring Agency in amounts and currencies equal to the Advance Payment. The Guarantee shall remain effective until the Advance Payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor.
2. The Contractor is to use the Mobilization advance only to pay for Equipment, Plant, Materials and mobilization expenses required specifically for execution of the Contract. The contractor shall demonstrate that advance has been used in this way by supplying copies of invoices or other documents to the project manager. The Manager shall encash the advance guarantee if the contractor is in breach of its obligation by using the advance payment for purposes other than the costs of mobilization in respect of the works.
3. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. The Mobilization Advance shall be recovered when eighty percent (80%) of the contract is executed. No account shall

be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses or Liquidated Damages.

37 Changes in the Quantities

1. Any change (increase or decrease) in the final capacity or other items indicated in the BOQ shall be approved by the project manager. Upon approval of the revised installed capacity or change in other items of the BOQ, the Contractor shall submit the final quantity in a revised Bill of Quantities reflecting the corresponding increase or decrease in quantities arising from the approved change. The revised Bill of Quantities shall retain the accepted unit rates and Lump-sum amount contained in the Contract.
2. Any approval for changes in capacity or other items indicated in the BOQ shall require the endorsement of the Tender Committee. The overall Contract Price shall be adjusted only to reflect the approved final capacity or change in other items of the BOQ resulting from the approved detailed engineering design.
3. Any approval for changes in quantities shall require the endorsement of the Tender Committee.

38 Variations

1. The Project Manager shall order any variation of the form, quality or quantity of the work or any part thereof that may, in his opinion, be necessary. Each variation may include, but is not limited to, any of the following:
 - (a) increase or decrease in the quantity of any good or work included in the Contract;
 - (b) omission of any item of the contract;
 - (c) change in the character or quality or kind of any such contract;
 - (d) change in the levels, lines, position and dimensions of any part of the work;
 - (e) additional work of any kind, provided its within the scope of present work;
 - (f) change in any specified sequence or timing of construction activities.
2. Additional work may be awarded without a new procurement procedure up to 25 % of the initial contract price, under specific conditions:
 - (a) Must be for unforeseen circumstances and not due to lack of comprehensive planning and cannot be fundamentally different from the original contract. If additional work alter the fundamental nature or objectives of the project, a new procurement process must be initiated.
 - (b) Formal approval shall be sought from the Tender Committee, subject to availability of budget and before the implementation of the additional work. No post facto approval shall be entertained.

3. The Project Manager shall make any such variation by issuing written instructions to the Contractor and ensure that such variations are duly noted in the Site Order Register. A variation made shall not, in any way, vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with GCC Clause 37.
4. The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Project Manager stating (with supporting particulars) that:
 - (a) the Contractor cannot readily obtain the Goods required for the Variation; or
 - (b) such Variation triggers a substantial change in the sequence of the progress of the work. Upon receiving this notice, the Project Manager shall cancel, confirm or vary the instruction.
5. All Variations shall be included in updated Programs produced by the Contractor.

39 Payments for variations

1. The Contractor shall provide the Project Manager analyzed rate for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the analyzed rates, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
2. If the scope of work in the Variation corresponds with an item description in the Bill of Quantities or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
3. If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
4. If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
5. The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

40 Payment Invoice

1. The Contractor shall submit to the Project Manager payment invoice upon achieving each milestone specified in the Contract. The invoice shall include a statement of the value of the work executed under the respective milestone, calculated based on the verified quantities in the Bill of Quantities, less the cumulative amount previously certified.
2. The Project Manager shall verify that the milestone has been achieved in accordance with the Contract and determine the value of the work executed. Measurement of the completed quantities shall be carried out jointly by the Project Manager (or his/her Representative) and the Contractor, and recorded in a Measurement Book or other approved record, duly signed by both parties.
3. The value of contract executed shall include the valuation of Variations and Compensation Events.
4. The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
5. The Project Manager shall check the Contractor's milestone invoice and certify the amount to be paid to the Contractor latest by fifteen (15) days from the date of receipt of contractor's invoice in correct and complete form.

41 Payments

1. The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
2. Payments shall be adjusted for deductions for advance payments, taxes, retention money and any other dues. The Procuring Agency shall pay the Contractor within twenty-five (25) days from the date of receipt of correct and verified bills/ invoices in complete form by the Finance Section.
3. If the Procuring Agency makes a late payment, the Contractor shall be paid interest only on the late payment amount in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for overdraft facilities availed from respective Financial Institutions.
4. The contractor may claim Bill Discounting facility following the Standard Operating Procedure issued by the Ministry of Finance.
5. If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall not be paid interest upon the delayed payment as set out in this clause.

6. Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
7. Items of the work for which no rate or price has been entered in shall not be paid for by the Procuring Agency and shall be deemed covered by other rates and prices in the Contract.

42 Compensation Events allowing time extension

1. The following shall be Compensation Events allowing for time extension:
 - (a) The Procuring Agency does not give access to a part of the Site by the extension Site Possession Date pursuant to GCC Sub-Clause 19.1.
 - (b) The Procuring Agency modifies the Schedule of Other Contractors in a way that affects the works of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not approve Drawings, Specifications or instructions required for execution of the work on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a subcontract to be let if provided in SCC for general work.
 - (f) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Agency, or additional work required for safety or other reasons.
 - (g) Other contractors, public authorities, utilities or the Procuring Agency do not work within the dates and other constraints stated in the Contract, and they cause delay.
 - (h) Other Compensation Events described in the SCC or determined by the Procuring Agency and Force Majeure. "Force Majeure" means an exceptional event or circumstance:
 - i. which is beyond a Party's control;
 - ii. which such Party could not reasonably have provided against before entering into the Contract;
 - iii. which, having arisen, such Party could not reasonably have avoided or overcome; and
 - iv. which is not substantially attributable to the other Party.

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (i) to (iv) above are satisfied:

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war;
- (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel;
- (iv) 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; and/or
- (v) natural catastrophes such as earthquake, hurricane, typhoon. Glacial Lake Outburst Floods or volcanic activity.

However, force majeure may not include the following unless determined as exceptional event or circumstances:

- (i) rainfall;
 - (ii) snowfall;
 - (iii) strikes in other countries;
 - (iv) non-availability of laborer and materials such as timbers; boulders, sand, and other materials; and/or
 - (v) difficulty and risky terrain and remoteness of site.
2. The exceptional event or circumstances provided in GCC clause 42.1 (h) which do not come within purview of Force Majeure requires approval of the Tender committee with justification for the approval of compensation.
 3. If a Compensation Event would prevent the work being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Intended Completion Date shall be extended.
 4. The Contractor shall not be entitled to compensation to the extent that the Procuring Agency's interests are adversely affected by the Contractor not having given early warning.

43 Tax and Duties

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 being as of the date twenty-one (21) days prior to the closing date for submission of Bids.
2. For Goods manufactured outside Bhutan the contractor shall bear and pay all applicable taxes, stamp duties, license fees and other similar levies imposed

outside Bhutan.

3. For Goods manufactured within Bhutan the contractor shall bear and promptly pay all applicable taxes, duties, license fees and other similar levies incurred until delivery of the contracted materials to the Procuring Agency.
4. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Bhutan, the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

44 Transportation

1. Unless otherwise specified in the SCC, responsibility for arranging transportation of the materials shall be in accordance with the specified Incoterms.

45 Currencies

1. Where payments are made in currencies other than Ngultrum (Nu), the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

46 Price Adjustment

1. The price adjustments shall be mandatorily applicable for contract duration of more than twelve (12) months. Irrespective of the duration of contract, no price adjustments shall be allowed for the work and supplies made within the first twelve (12) months of any contract.
2. Prices payable to the contractor, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P1 = P0 \left[\frac{a + bL1 + cM1}{L0 M0} \right] - P0$$
$$a+b+c = 1$$
$$a+b+c = 1$$

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.

The coefficients a, b, and c as specified by the Procuring agency is as follows:

$a = [\textit{insert value of coefficient}]$

$b = [\textit{insert value of coefficient}]$

$c = [\textit{insert value of coefficient}]$

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= $[\textit{insert number of weeks}]$ 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)** 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 Procuring agency 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 correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c)** No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

47 Retention

1. The Procuring Agency shall retain ten percent (10%) from each payment due to the Contractor until Completion of the whole of the contract as retention money.
2. The Retention Money shall be returned against the submission of an equivalent unconditional guarantee issued by a reputed financial institution and acceptable to the Procuring Agency. Such a guarantee shall be valid until the issue of a No

Defects Liability Certificate.

3. If the contractor fails to remedy any reported defect within the Defects Liability Period, the Procuring Agency shall withhold the payment or realize claims from the guarantee, of an amount, which in the opinion of the Procuring Agency, represent the cost of the defects to be remedied.
4. The Retention Money or the balance of it shall be discharged and returned to the contractor within fourteen (14) days of the issue of the No Defects Liability Certificate.
5. Loss or damage to the works or Materials to be incorporated in the works between the Start Date and the end of the Defect liability period shall be remedied by the Contractor at the Contractor's cost, if the loss or damage arises from the Contractor's act or omission.

48 Liquidated Damages.

1. The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the SCC for each day of delay later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the ten percent (10%) of the Initial Contract Price. The Procuring Agency may deduct liquidated damages from payments due to the Contractor.

49 Warranty

1. The bidder warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
2. Subject to GCC Sub-Clause 29.1, the bidder further warrants that the materials shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in Bhutan.
3. Unless otherwise specified in the SCC, the warranty shall remain valid for minimum twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for minimum eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
4. The Procuring agency shall give notice to the bidder stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring agency shall afford all reasonable opportunity for the contractor to inspect such defects.

5. Upon receipt of such notice, the bidder shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring agency.
6. If, having been notified, the bidder fails to remedy any defect or replace any defective material under the Defects Liability obligations or any applicable warranty obligations within the period specified in the SCC, the Procuring agency may proceed to take within a reasonable period such remedial action as maybe necessary, at the contractor's risk and expense and without prejudice to any other rights which the Procuring agency may have against the contractor under the Contract.

50 Day works

1. If applicable, the Day works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
2. All work to be paid for as Day work shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two (2) days of the work being done.
3. The Contractor shall be paid for Day work subject to obtaining signed Day work forms and at the rate quoted for Day works.

51 Cost of Repairs

1. Loss or damage to the works or Materials to be incorporated in the works between the Start Date and the end of the Defects Liability Periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Completion of the Contract

52 Completion and Taking Over

1. Upon completion of the installation works, including all tests required under the Contract, the Contractor shall submit a completion report to the Project Manager, informing that the works have been completed and requesting for issuance of Certificate of Completion.
2. Upon receipt of the completion report from the Contractor, the Project Manager shall notify the Procuring Agency and undertake the handing-taking procedures within fourteen (14) days.
3. Following the completion of the handing-taking procedures, the Contractor and the Project Manager shall jointly conduct the final measurement of works within

seven (7) days. In the event the Contractor fails to be present for the joint measurement despite being duly notified in writing, the Procuring Agency shall proceed with the measurement in the absence of the Contractor, and such measurement shall be deemed final and binding upon the Contractor.

4. The Completion Certificate shall be issued only upon the finalization of the contract amount, based on the results of the final measurement. Thereafter, the Procuring Agency shall promptly update the completion status and the APS Rating within fourteen (14) days, as applicable.
5. An on-time completion out of a total of thirty percent (30%) scoring shall be done by the Procuring Agency. The contractor shall be penalized under this component if he fails to deliver the project as per the initial time-lines committed in the Program. The Project Manager shall rate the contractor using the Average Performance Score (APS) conditions and forms issued by the Ministry of Finance.
6. The Project Manager at the end of the Contract shall rate the contractor using the Average Performance Score (APS) on Quality out of a total of 70 points using the Average Performance Score (APS) conditions and forms issued by the Ministry of Finance.
7. The contractor shall Mandatory put up a Plaque after completion of works with the following details: Name of Contractor.; Contract Amount; Contract duration; and Name of the Procuring agency, Source of Funding.

53 Final Account

1. The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within fifteen (15) days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within fifteen (15) days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

54 Operating and Maintenance Manuals

1. If "as built" drawings and/or operating and maintenance manuals are required, the Contractor shall provide them by the dates stated in the SCC.
2. If the Contractor does not provide 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.

55 Termination by Fundamental Breach of Contract by Parties

1. The Procuring Agency or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. Fundamental breaches of Contract shall include, but shall not be limited to, the following:
 - (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the progress of the work, and the instruction is not withdrawn within 30 days;
 - (c) the Procuring Agency or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) The Contractor fails to deploy the key personnel and equipment proposed as per GCC 11.1;
 - (e) a payment certified by the Project Manager is not paid by the Procuring Agency to the Contractor within 84 days of the date of the Project Manager's certificate;
 - (f) the Project Manager gives notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
 - (g) the Contractor does not maintain a security, which is required;
 - (h) the Contractor subcontracts any or whole of the work without the approval of the Procuring Agency as may be applicable;
 - (i) the Contractor has delayed the completion of the work by the number of days for which the maximum amount of Liquidated Damages can be paid;
 - (j) in case of Joint Venture any or all parties fail to fulfill the contractual obligations;
 - (k) fails to execute the contract in accordance with the milestone, such failure being defined in SCC 21.7; and
 - (l) refuses or is unable to execute and complete the work contract in the manner specified in the program furnished under GCG Clause 23 at rates of progress that give reasonable assurance to the Procuring Agency that the Contractor can attain completion of the work and services by the Time for Completion as extended.
2. When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 55.1 above, the Project Manager shall decide whether the breach is fundamental or not.

56 Notice Prior to Termination

1. The Procuring Agency or the contractor shall give notice of a breach of contract for causes requiring either party to remedy the same within Thirty (30) days of its receipt of such notice.
2. If the Contractor or the Procuring Agency fails to take steps to remedy the same or is still unable to carry out any of its obligations under the Contract , then the Procuring Agency or contractor may terminate the Contract by giving a notice of termination.
3. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
4. Following the termination of contract, the Procuring Agency may at its discretion decide to retender the work, award directly or execute the work departmentally.

57 Termination for Convenience

1. The following circumstances may constitute sufficient grounds to terminate a contract for convenience:
 - (a) If physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible, as determined by the procuring agency;
 - (b) The procuring agency has determined the existence of conditions that make project implementation impractical and/or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws and government policies.

58 Payment upon Termination

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, representing the Procuring Agency's additional cost for completing the remaining work is 20% up to a maximum of 10% of the Initial Contract Price. If the total amount due to the Procuring Agency exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor to the Procuring Agency.
2. Where the Performance Security has been enhanced beyond ten percent (10%) of the initial Contract Price due to the presence of seriously unbalanced or front-loaded bids, the Procuring Agency shall be entitled to recover an amount exceeding ten percent (10%) of the initial Contract Price. This recovery shall be

limited to covering the additional costs incurred in completing the remaining scope of works.

3. The Procuring Agency shall be entitled to recover Liquidated Damages for delay up to the date of termination, as stipulated in this Contract. In addition, recover the value of work not completed at the time of termination which shall usually be twenty (20%) percent subject to a maximum limit of (10%) percent of the initial Contract Price.
4. The Performance Security shall be encashed to offset such sums as may be due, including Liquidated Damages and additional completion costs. However, such encashment shall be limited to the actual losses incurred by the Procuring Agency and shall not constitute an outright forfeiture.
5. If the Contract is terminated for the Procuring Agency's convenience or because of a fundamental breach of Contract by the Procuring Agency, 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 work, and the Contractor's costs of protecting and securing the work, and less advance payments received up to the date of the certificate. The Procuring Agency shall promptly pay to the contractor the amount of any loss of profit sustained by the contractor as a result of this termination.
6. If the project has been completed then deposit in an RGR account, otherwise 20% should be allowed to be used for the project, if the project is still in complete.

59 Property

1. All materials on the Site, Plant, Equipment, Temporary works and works are deemed to be the property of the Procuring Agency if the contract is terminated because of a Contractor's default and Plants and equipment will be released after due payment of compensations.

60 Release from Performance

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

61 Settlement of Disputes

1. In the event of any dispute or disagreement arising out of or in connection with the contract, the Procuring Agency and the Contractor shall exert all reasonable

efforts to resolve the matter amicably through mutual consultation and dialogue.

2. If mutually agreed upon by both parties, an Adjudicator shall be appointed as a neutral third party within twenty-eight (28) days from the commencement of the project. Alternatively, the parties may, by mutual consent, appoint an Adjudicator at the time a dispute arises.
3. If the dispute remains unresolved despite adjudication or other amicable means, the parties shall proceed to arbitration in accordance with the provisions specified in the SCC.

62 Continuation of work

1. The dispute shall not prohibit continuation of execution of the work unless injunction or any such orders are issued by the court of law or any other competent authority.

F. Intellectual Property

63 Copyright

1. The copyright in all drawings, documents, and other materials containing data and information furnished to the DoE by the Bidder shall remain vested in the Bidder or, if furnished to the DoE directly or through the Bidder by any third party, including suppliers, shall remain vested in such third party. The DoE shall, however, be free to reproduce all such materials furnished to it for the purposes of the Contract, including operation and maintenance of the facilities.

64 Confidential Information

1. The DoE and the Bidder shall keep confidential and shall not, without the written consent of the other party, disclose to any third party any documents, data, or other information furnished directly or indirectly in connection with the Contract, whether before, during, or after completion or termination. The Bidder may share such information with subcontractors to the extent necessary for performance of the Contract, provided that similar confidentiality obligations are imposed on them.
2. The DoE shall not use information received from the Bidder for purposes unrelated to the Contract. Similarly, the Bidder shall not use information received from the DoE for any purpose other than performance of the Contract.
3. These obligations shall not apply to information that:
 - a) needs to be shared with the Royal Government of Bhutan;
 - b) becomes publicly available without fault of the receiving party;
 - c) was already in possession of the receiving party prior to disclosure; or
 - d) is lawfully obtained from a third party with no confidentiality obligation.

4. These provisions do not modify any prior confidentiality undertakings between the parties.
5. Confidentiality obligations shall survive completion or termination of the Contract.

65 Patent Indemnity

1. The Contractor shall, subject to the Procuring agency's compliance with GCC Sub-Clause 65.2, indemnify and hold harmless the Procuring agency and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Procuring agency may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
 - (a) The installation of the Goods by the contractor or the use of the Goods in Bhutan; and
 - (b) The sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or reasonably to be inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the contractor, pursuant to the Contract.
2. If any proceedings are brought or any claim is made against the Procuring agency arising out of the matters referred to in GCC Sub-Clause 65.1, the Procuring agency shall promptly give the contractor notice thereof, and the contractor may at its own expense and in the Procuring agency's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
3. If the contractor fails to notify the Procuring agency within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring agency shall be free to conduct the same on its own behalf.
4. The Procuring agency 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 doing so.
5. The Procuring Agency shall indemnify and hold harmless the contractor and its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the 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 the Procuring agency.

SECTION VII. SPECIAL CONDITIONS OF CONTRACT

Except where otherwise indicated, all SCC should be filled in by the Procuring Agency prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Procuring Agency should be annexed.

A. General	
GCC 1(13)	The Procuring Agency is Department of Energy, Ministry of Energy and Natural Resources.
GCC 1(16)	The Intended Completion Date for the whole of the work shall be: 8 months after signing of the contract.
GCC 1(20)	The Project Manager is: Mr. Tshering Tashi
GCC 1(22)	The Site is located at Shari Higher Secondary School, Paro, Chukha Central School, Chukha, and Samtegang Central School, Wangdue Phodrang
GCC 1(25)	The Start Date shall be signing of the contract.
GCC 1(29)	The work consists of Design, Supply, Transportation, Installation, Testing and Commissioning of Rooftop Solar Photovoltaic (PV) System including Remote Monitoring Device in the following three sites; i. Shari Higher Secondary School, Paro (158.4 KWp) ii. Chukha Higher Secondary School, Chukha (144.1 KWp) iii. Samtegang Central Schhol, Wangdue Phodrang (381.7 KWp)
GCC 2.2 (b)	The Goods shall be delivered on a CIP basis (Incoterms® 2020) to the designated project site or as instructed by the Project Manager.
GCC 2.4 (i)	The following documents also form part of the Contract: <i>Key Personnel Committed</i>
GCC 4.1	The language of the contract is English The law that applies to the Contract is the law of the Kingdom of Bhutan.
GCC 11.4	Key Personnel: The amount to be deducted for the key personnel not employed by the contractor for each personnel will be determined based on their monthly remuneration. The amount to be deducted for the material not available at site will be determined based on the BOQ.
GCC 13.1	The Supplier shall be solely responsible for providing insurance coverage for the shipment of all materials, components, labor, and related activities throughout the project implementation phase after the signing of the Contract Agreement. The Purchaser and the Beneficiaries shall bear no liability for any loss, damage, or defect occurring thereafter till the system is handed over to Purchaser.

GCC 14.1	Queries: None
GCC 19.1	The Site Possession Date(s) shall be: <i>within 1 week after award of contract.</i>
GCC 19.2	The contractor shall erect an information board with details of <i>Name of Project, Project cost, Duration, Name of Procuring Agency and Name of Contractor</i>

B. Time Control

GCC 21.1	The Contractor shall submit for approval a detailed Work Plan for the EPC within 7 days from the date of the Letter of Acceptance. The Work Plan shall include, but not be limited to, the following elements under the conditions stipulated: (a) Quality Assurance Plan (QAP) The Quality Assurance Plan shall specify the work execution methodology, and intervals for all tests in accordance with the employer requirement. If in the opinion of the Project Manager the QAP submitted by the Contractor does not fully represent the spirit of the General Conditions of Contract or the Specifications he may seek further clarification from the Contractor before his approval. The Contractor shall strictly follow the QAP in the execution of the works. If the Contractor does not comply with the QAP, he shall not be allowed to proceed further with the works. Details of all procedures and compliance documents shall be submitted to the Project Manager for information before each execution stage is commenced. Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the contract.
GCC 21.2	The period between Work Plan updates is every after one month: -
GCC 21.7	Failure to execute contract in accordance with the milestone specified in the approved work schedule shall constitute sufficient grounds for determining a fundamental breach of contract.
GCC 30.2	The packing, marking and documentation within and outside the packages shall be: The contractor shall pack all the Goods as is required to prevent damage or deterioration in transit to the final destination indicated on the Bidding Documents. The packaging should be sufficient to withstand rough handling and exposure to extreme temperatures, salt and precipitation during transit and/or storage. The materials shall be individually packed with external transducer box, rubber gasket for vibration proof, cardboard, etc. and then packed in strong non-returnable wooden crates.

C. Quality Control

GCC 32.1	The Defects Liability Period is: <i>24 months</i>
GCC 41.1	The method and conditions of payment to be made to the contractor under this Contract shall be as follows: i. Performance Security

	The Contractor shall, within seven (7) working days after receipt of the Letter of Acceptance, provide 10% of the Contract value as a performance security in the form of bank guarantee, valid until the completion of the project duration. ii. Advance Payment: The Employer shall provide an advance payment of 10% on the Contract value against the submission of equivalent advance amount in the form of bank guarantee valid until the time when the advance is fully recovered. The Contractor shall also submit the detailed implementation plan (workplan and deliverables) for the project aligning with the Employer's requirement. iii. Milestone Payment a. Milestone I: Engineering Design: The Employer shall provide a payment of 10% on the contract value. The payment shall be done only upon acceptance of design by the client and submission of the following documents: a) Detailed Engineering Design Report, b) Single Line Diagram (SLD), c) Layout drawings and mounting structure drawings, d) Structural design calculations, e) Equipment schedule and technical specifications, f) Updated implementation programme, if any; and g) Original invoice. b. Milestone II: Supply of Solar PV System Components and Accessories The Employer shall pay 30% of the Contract Price upon completion of manufacturing and readiness for dispatch of the equipment and materials, subject to submission of the a) original invoice, b) Factory Acceptance Test (FAT) certificates for the critical components such as solar modules and inverter signed by the Manufacturers, c) warranty certificates, d) inspection reports (where applicable), d) upon obtaining dispatch clearance from the Employer. c. Milestone III: Transportation of Solar PV System Components and Accessories The Employer shall pay 15% of the Contract Price (equivalent to 5% for each of the three project sites) upon the successful delivery of the complete set of Solar PV system components and accessories to the respective project sites. Payment shall be made only after the materials have been inspected, verified, and accepted by the Employer or its authorized representative. However, the Contractor shall furnish the following document for the release of the payment; a) Original invoice b) Material Acceptance Certificate issued by the employer confirming satisfactory inspection and acceptance of the delivered materials c) delivery and shipping documents d. Milestone IV: Installation of Solar PV System Components and Accessories The Employer shall release 30 % (equivalent to 10% for each of the three project sites) of the Contract value upon completion of installation of the Solar PV systems at all three project sites and certification by the Employer that the installation has been completed in accordance with the approved design and Contract requirements. The Contractor shall submit: (a) Installation Completion Certificate; b) Inspection Report; c) Updated as-built drawings (if applicable); and d) Original invoice.
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	e. Milestone V: Testing, Commissioning, and Final Acceptance of Solar PV system The Employer shall release 15 % (5% each for the 3 sites) of the Contract value upon successful testing, commissioning and final acceptance of the Solar PV systems by the Employer. The Contractor shall submit: a) Original invoice; b) As-built drawings in A3 size (hard copy and electronic copy); c) Pre-commissioning and Commissioning Test Reports; d) Operation and Maintenance Manuals; e) Project Completion Report supported by findings from pre-commissioning test and commissioning test with pictorial evidence approved by the Employer iv. Advance Recovery The Employer shall recover the 10% advance money from the invoice raised against Milestone -I & II
GCC 44.1	The version of Incoterms shall be: CIP
GCC 45.1	The currency of payment shall be made in Ngultrum (Nu.)
D. Cost Control	
GCC 42.1 (h)	Other Compensation Events are: <i>[insert other Compensation Events or, if there are none, insert "none"]</i> : None
GCC 46	Price adjustment: None
GCC 48.1	The liquidated damages for the whole of the work are 0.05% <i>per day</i> and total amount must not exceed ten percent of the contract price.
GCC 49.3	The Contractor shall remain responsible for fulfilling all manufacturer's product warranties for the Solar Panel and Inverter beyond the Defects Liability Period. The Manufacturer's warranties shall remain valid for the periods specified in the Technical Specifications of the Employer Requirement and shall not be affected by the expiry of the Defects Liability Period. Any replacement or repair required under such warranties shall be carried out by the contractor at no additional cost to the Procuring Agency.
GCC 49.5	The Contractor shall correct the repair or replace within the length of time specified by the Project Manager's notice

E. Completion of the Contract

GCC 54.1	The date by which operating and maintenance manuals are required is after the testing and commissioning of the systems in all three schools.
GCC 54.2	The final payment corresponding to Milestone-IV & V shall be made only upon submission of the "as built" drawings and operating and maintenance manuals respectively.
GCC 58	In the case of a dispute between the Procuring Agency and the bidder, the dispute shall be referred to Bhutan Alternative Dispute Resolution Center (BADRC) for arbitration.

SECTION VIII. CONTRACT FORMS

1. Letter of Intent

(Letterhead paper of the Procuring Agency)

(Insert date)

To ----- *[Name and address of the Contractor]*

This is to notify you that it is our intention to award the contract for your Bid dated [Insert date] for execution of the..... *[Insert name of the contract and identification number, as given in*

the BDS/SCC] for the Contract Price of *[Insert amount in figure and words & name of the*

currency] as corrected and modified *[if any corrections]* in accordance with the Instructions to Bidders.

Authorized Signature: -----

Name and Title of Signatory: -----

----- Name of Agency: -----

CC: [Insert name and address of all other Bidders who submitted the Bids]

2. Letter of Acceptance

Letter of Acceptance (LOA) of Tender/Proposal ID:

Contract Name:

To Name:.....

..... Address:.....

This is to notify you that your Bid dated for the execution of the EPC for.....for the Contract Price of the equivalent of **Nu.** **(in words)** in BTN, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to complete the following process within 7 working days.

- (a) confirm your acceptance of this Letter of Acceptance;
- (b) furnish the Performance Security; and
- (c) execute the signing of the contract.

Authorized Signature:

[Name and Designation]

Attachment: Contract

3. Contract Agreement

THIS AGREEMENT, made the [day] of [month] [year] between [name and address of Procuring Agency] (hereinafter called “the Procuring Agency”) of the one part and [name and address of Contractor] (hereinafter called “the Contractor”) of the other part.

WHEREAS, the Procuring Agency invited Tenders for Design and Build modality, viz, **[Engineering Design, Supply, Transportation, Installation, Testing and Commissioning of Grid-Tied Rooftop Solar Photovoltaic (SPV) System including Remote Monitoring Device in Shari Higher Secondary School, Paro, Chukha Central School, Chukha, and Samtegang Central School, Wangdue Phodrang]** and has accepted a Tender by the Contractor for the execution of those works under Design and Build modality in the sum of Ngultrum [insert amount in figures and words], hereinafter called “the Contract Price.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) The signed Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Bid form as submitted by the Bidder;
 - (d) The Special Conditions of Contract;
 - (e) The General Conditions of Contract;
 - (f) Employer Requirements,
 - (g) Specification and
 - (h) The Drawings; and
 - (i) Any other document listed in the SCC as forming part of the Contract.
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the EPC and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor in consideration of the execution and completion of the EPC and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS where of the Parties thereto have caused this Agreement to be executed in accordance with the laws of Bhutan on the day month and year first before written.

For the Procuring Agency

For the Contractor

Signature Name

In the presence of (Name and address)

4. Performance Demand Bank Guarantee

(Unconditional)

[The bank/successful Bidder providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets.]

[Bank's name, and address of issuing branch or office]

Beneficiary: *[name and address of Procuring Agency]*

Date: [date]

PERFORMANCE GUARANTEE No.: *[Performance Guarantee number]*

We have been informed that [name of Contractor] (hereinafter called "the Contractor") has entered into Contract dated [date of Contract] with you, for the execution of [name of Contract and brief description of EPC] (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without you needing to prove or to show grounds for your demand or the sum specified therein.

This Guarantee shall expire no later than 30 days from the date of issuance of the Certificate of Completion, calculated based on a copy of such Certificate which shall be provided to us, or on the [number] day of [month], [year], whichever occurs first. Consequently, any demand for payment under this Guarantee must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this Guarantee for a period as required by the Procuring agency, in response to the Procuring Agency's written request for such extension, such request to be presented to the Guarantor before the expiry of the Guarantee.

[signature(s) of an authorized representative(s) of the bank]

5. Bank Guarantee for Advance Payment

[bank's name, and address of issuing branch or office] **Beneficiary:** *[name and address of Procuring Agency]* **Date:** *[date]*

ADVANCE PAYMENT GUARANTEE No.: *[number]*

We have been informed that *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]* dated *[date of Contract]* with you, for the execution of *[name of contract and brief description of EPC]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee in the sum or sums indicated below.

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

It is a condition for any claim and payment under this guarantee to be made that the Advance Payment referred to above must have been received by the Contractor in its account number *[account number]* at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the Advance Payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This Guarantee shall expire, at the latest, upon our receipt of a copy of the Interim Payment Certificate indicating that eighty percent (80%) of the Contract Price has been certified for payment, or on the *[number]* day of *[month]*, *[year]*, whichever is earlier. Consequently, any demand for payment under this Guarantee must be received by us at this office on or before that date. We agree to a one-time extension of this Guarantee as required by the Procuring Agency, in response to the Procuring Agency's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

[insert signature(s) of authorized representative(s) of bank]

6.Retention Money Security Demand Guarantee

[Bank's name and address of issuing branch or office] **Beneficiary:** *[Insert name and Address of Procuring Agency]* Date:

RETENTION MONEY GUARANTEE No.: *[Insert guarantee reference number]*

We have been informed that _____*[insert name of Contractor]* (hereafter called "the Contractor") has entered into Contract No.*[insert reference number of the contract]* dated_ with the Beneficiary, for the execution of_*[insert name of contract and brief description of EPC]* (Hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the contract.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[insert amount in figures]* (.....) *[amount in words]* upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this Guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank *[insert name and address of Applicant's bank]*.

This Guarantee shall expire no later than the Day of , and any demand for payment under it must be received by us at the office indicated above on or before that date.

[signature(s)]