STANDARD BIDDING DOCUMENT FOR THE 250 kW GREEN HYDROGEN PROJECT



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

NOVEMBER, 2026

Invitation for Bids
For
Engineering, Procurement, and Construction (EPC) of 250 kW Green Hydrogen Project at Jamji, Thimphu

1. The *Department of Energy (DoE), Ministry of Energy and Natural Resources* invites sealed Bids from eligible and qualified Bidders for Engineering, Procurement and Construction (EPC) of 250 kW Green Hydrogen Project at Jamji, Thimphu. The period for execution of the assignment is 24 months from the date of signing of the Contract, inclusive of design, ESIA and statutory clearances, site possession, construction, supply, installation, testing and commissioning.

2. Bidding will be conducted through the *Open Tendering procedures specified in the RGoB Procurement Rules, and is open only to eligible Bidders from Bhutan and India.*

3. Interested eligible Bidders may obtain further information from *Department of Energy, Ministry of Energy and Natural Resources at* jtempa@moenr.gov.bt/ttashi@moenr.gov.bt and inspect the Bidding Documents at the address given below Department of Energy (DoE), Ministry of Energy and Natural Resources from 9:00 to 5:00 PM during office hours from 20th November 2026 to 3rd December 2026. A pre-bid meeting will be held on 27 November 2026 at the Department of Energy, Ministry of Energy and Natural Resources, Thimphu.

4. The Bidding Documents must be delivered to DoE, MoENR on or before 12:00 PM (Bhutan Time), 4 December 2026. The Bidding Documents may be accessed free of cost from the *MoENR website and Embassy of India, Bhutan.*

5. All Bids shall be accompanied by a Bid Securing Declaration.

6. Bids shall be submitted under the one-stage, two-envelope system: the Technical Proposal and the Financial Proposal shall be sealed in separate envelopes and submitted together in one outer envelope.

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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 EPC of 250 kW Green Hydrogen Project at Jamji, Thimphu as described in the BDS and Special Conditions of Contract (SCC). The name of the 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, and each partner of a JV/C/A, shall have the nationality of Bhutan or India, in accordance with BDS 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 EPC 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 EPC 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.

(d) is found, on the basis of the Integrated Vetting Report issued by the Anti-Corruption Commission (ACC) of Bhutan, to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice or any other misconduct, in which case its Bid shall be rejected outright at any stage of the procurement process, as specified in the BDS.

9. Eligibility of goods, materials and services: All major plant, equipment and construction materials to be supplied under the Contract shall be of Bhutanese or Indian origin, and all consultants, design firms, subcontractors and suppliers engaged by the Bidder shall be firms constituted, incorporated or registered in Bhutan or India.

10. The Bidder shall state the country of origin of all major plant and equipment in its Bid and in the Manufacturer's Authorization Form(s), and the Contractor shall furnish a certificate of origin with each consignment.

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. For the purposes of this Clause, the term "Goods" includes commodities, machinery, equipment and industrial plants; and "Related Services" includes services such as Design, insurance, installation, commissioning, training, and initial maintenance.

2. 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 contract for the EPC. 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 22.2 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 Technical Bid Form (Form 1A) and the Financial Bid Form (Form 1B);

   (b) signed Bid Securing 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) the technical proposal comprising the documents listed in BDS ITB 12.1(h);

   (g) Manufacturer's Authorization Form(s) for the major equipment listed in BDS ITB 12.1(h), using the form included in Section IV;

   (h) any other documents specified in the BDS.

2. The Bid shall be submitted in two parts, each in a separate sealed envelope as specified in ITB 21: (i) the Technical Proposal, comprising the Technical

Bid Form (Form 1A), items (b), (d), (e), (f), (g) and (h) of ITB 12.1 and the signed Integrity Pact, which shall not contain any price information; and (ii) the Financial Proposal, comprising the Financial Bid Form (Form 1B) stating the lump-sum Bid price and the priced Bill of Quantities (items (a) and (c) of ITB 12.1). The detailed contents of each envelope are specified in the BDS.

3. 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 atleast 51% for lead partners.

   (b) the bid shall include all the information listed in ITB 18 below for each JV/C/A partner;

   (c) the Bid shall be signed so as to be legally binding on all the partners;

   (d) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

   (e) 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;

   (f) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge; and

   (g) 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.

4. 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 and/or Section V (Employer's Requirements), 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 of the EPC 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. The Contract is a lump-sum contract. The prices in the Bill of Quantities shall serve only as a breakdown of the lump-sum Contract Price for milestone payments and the valuation of Variations, and quantities shall not be re-measured for payment.

3. The Bidder shall quote its final all-inclusive net price, including all incidental 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. Documents Establishing Conformity of 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.

15. Currencies of Bid and Payment

1. The unit rates and prices shall be quoted by the Bidder in Ngultrum (Nu). Payments under the Contract shall be made in Ngultrum (Nu) or Indian Rupees (INR) only, as specified in the BDS and SCC.

2. As the Ngultrum is at par with the Indian Rupee, no exchange rate conversion shall apply between Nu and INR. Any cost incurred by the Bidder in any other currency shall be converted into Nu/INR by the Bidder.

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 Technical Bid Form (Form 1A), 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, Section V, Employer's Requirements 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 the Bid as described in ITB 12, with the Technical Bid Form bound in the Technical Proposal and the Financial Bid Form bound in the Financial Proposal, 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. A Bid not accompanied by the number of copies specified in the BDS for each of the Technical Proposal and the Financial Proposal shall be considered non-responsive and rejected.

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, pursuant to ITB 12.1 (e). An unsigned Technical Bid Form, Financial Bid Form or Bill of Quantities shall make the Bid non-responsive. All pages of the Bid where entries or amendments have been made shall be initialled 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. Bids may be submitted by hand or by courier, as specified in the BDS. The Bidder shall place the original and the copy of the Technical Proposal in separate envelopes marked "TECHNICAL PROPOSAL – ORIGINAL" and "TECHNICAL PROPOSAL – COPY", and enclose them in an envelope marked "TECHNICAL PROPOSAL". The Bidder shall place the original and the copy of the Financial Proposal in separate envelopes marked "FINANCIAL PROPOSAL – ORIGINAL" and "FINANCIAL PROPOSAL – COPY", and enclose them in an envelope marked "FINANCIAL PROPOSAL – DO NOT OPEN WITH THE TECHNICAL PROPOSAL". The Technical Proposal and Financial Proposal envelopes shall then be enclosed in 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 21 and 22, 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 Technical Proposals 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 21.1 shall be as specified in the BDS.

2. Immediately after the closing date and time for submission of Bids, 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 Bidder.

3. Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.

4. The Original & Copies of the Technical Proposals will be opened at the first Bid opening. The Bidders' names, Bid withdrawals, substitutions or modifications, the presence or absence of Bid Securing declaration (and any other details the Procuring Agency may consider appropriate) responses to any Bidding Documents addenda; fulfillment of any such other specific formal requirements as are prescribed in the Bidding Documents; and such other details as the Procuring Agency may consider appropriate, shall be announced by the Procuring Agency at the opening. This information also shall be written on a notice board for the public to copy. The Bid Securing Declaration, the Manufacturer's Authorizations and any other important documents of the Technical Proposal shall be signed by all members of the

Bid Opening Committee.

5. The Bid evaluation will be done using the Copies while the Original will be kept in safe custody. If there are any discrepancies between the Original & Copies, the Original shall prevail.

6. No Bid shall be rejected at Bid opening except for late Bids and non-signing of the Technical Bid Form.

7. 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.

8. The Procuring Agency shall prepare Minutes of the Bid opening, including the information disclosed to those present using the Records of Bid Opening form.

9. The Bidders' representatives and attendees who are present shall be requested to sign the record. The omission of a Bidder's or other attendee'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.

10. After the technical evaluation is completed, the Procuring Agency shall inform the Bidders who have submitted Bids of the technical scores obtained by their Technical Proposals, and shall notify those Bidders whose Technical 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 of 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.

11. 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 then be opened, and the following information read out and recorded: (a) name of the Bidder; (b) points awarded to the Technical Proposal; and

(c) total price of the Financial Proposal. Any Bid price not announced and recorded shall not be taken into account in Bid evaluation. The Financial Bid Form and the priced Bill of Quantities shall be initialled by all members of the Bid Opening Committee, and all corrections/overwriting shall be noted and recorded on each page of the Bill of Quantities.

12. 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 the preceding Sub-Clause. 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, 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 Bid Opening Committee.

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 Bids, and recommendation for Award of Contract may result in the rejection of the Bidder's Bid. After the opening of Bids, information concerning the Bid documents or any part of the contents thereof shall not be released to any person or party that is not a member of the Bid Evaluation Committee. The evaluation proceedings shall be kept confidential at all times until the award of Contract is announced. 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;

   (d) is substantially responsive to the requirements of the Bidding Documents;

   (e) is accompanied by the number of copies of the Technical Proposal and the Financial Proposal specified in the BDS.

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 EPC; or

   (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.)/Indian Rupee (INR) in accordance with ITB Sub-Clause 15.1, unless a Bidder has used different exchange rates than those prescribed in ITB Sub-Clause 15.2, 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 15.2.

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.

4. The determination of the qualification of bidder shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 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. Each substantially responsive Technical Proposal shall be evaluated by applying the evaluation criteria, sub-criteria and points system specified in Section III, Evaluation and Qualification Criteria, and shall be given a technical score.

6. 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.

7. 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 19 of these Instructions to Bidders.

8. 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 the overall score (technical-financial score).

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 EPC, 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 EPC 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 EPC to general contractors registered with Bhutan Construction and Transport Authority or any other competent authority for categories of EPC

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 31.2, 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:

$$\textbf{30 Points x } \frac{\textbf{Financial Bid quoted by the Bidder}}{\textbf{Best Bid Price}}$$

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

$$\textbf{30 Points x } \frac{\textbf{Best Bid Price}}{\textbf{Financial Bid quoted by the Bidder}}$$

4. 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 Technical (70 Points) and financial (30 Points) score of 100.
5. 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:

1. 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

1. 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

1. 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.

2. 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, Contract Forms.

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 EPC Order

1. After the signing of contract, the EPC order shall be sent to the contractor indicating the commencement of the project. Normally 10 days upon issuance of the EPC 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 the Department of Energy (DoE), Ministry of Energy and Natural Resources (MoENR), Royal Government of Bhutan. Name of the Contract: Engineering, Procurement and Construction (EPC) of 250 kW Green Hydrogen Project, including the Hydrogen Refuelling Station and two (2) Fuel Cell Electric Buses, at Jamji, Thimphu. The scope of the EPC is as described in the Employer's Requirements (ERQ) and includes, but is not limited to, design, ESIA and statutory clearances, supply, construction, installation, testing, commissioning and training.
ITB 1.1	Procurement method: Open Tendering – One-Stage, Two-Envelope system (Technical Proposal and Financial Proposal in separate sealed envelopes).
ITB 1.2	The Intended Completion Date is twenty-four (24) months from the date of signing of the Contract, including all seasons. The 24 months are inclusive of design, ESIA and statutory clearances, site possession, construction, supply, installation, testing, commissioning and trial operation.
ITB 3.7 (c)	Only firms constituted, incorporated or registered in Bhutan or India are eligible. In case of the JV/C/A, the lead partner shall be constituted, incorporated or registered in Bhutan or India only.
ITB 3.8 (c)	Additional predetermined circumstances: as stated under ITB 3.8 (d) below.
ITB 3.8 (d)	Integrated Vetting Report (IVR): (a) The Procuring Agency shall obtain an Integrated Vetting Report from the Anti-Corruption Commission (ACC) of Bhutan in respect of each Bidder, each JV/C/A partner, and their proprietors, directors and authorized signatories. (b) The IVR shall be sought after the opening of the Technical Proposals and, in any case, before the issue of the Letter of Intent to Award. (c) If the IVR reports that the Bidder or any of the above persons has been found to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice or any other misconduct, the Bid shall be rejected outright at whatever stage of the procurement process, without further evaluation, and the matter may be dealt with under the Debarment Rules.
ITB 5	All major Goods and Related Services shall be of Bhutanese or Indian origin, and all suppliers and service providers shall be from Bhutan or India. The Bidder shall declare the country of origin of each major item of plant and equipment in its Technical Proposal and shall furnish a certificate of origin with each consignment.

ITB 7.1	Bidders are encouraged to visit the Site at Jamji, Thimphu, at their own cost. Requests for a site visit shall be made to the contact address in BDS ITB 9.1 at least two (2) working days in advance.
B. Bidding Documents	
ITB 9.1	Address for clarification: Department of Energy, Ministry of Energy and Natural Resources, Thimphu, Bhutan. E-mail: jtempa@moenr.gov.bt; ttashi@moenr.gov.bt Requests for clarification shall be received by the Procuring Agency no later than seven (7) days prior to the deadline for submission of Bids. Requests received after this time shall not be entertained. Responses shall be sent to all Bidders who obtained the Bidding Documents, and published on the MoENR website, without identifying the source of the request.
ITB 9.2	A pre-bid meeting shall be held on 10AM BTT, 27 November 2026 at the Department of Energy, Ministry of Energy and Natural Resources, Thimphu. Attendance is not mandatory.
C. Preparation of Bids	
ITB 11.1	The language of the Bid is English. Supporting documents in any other language shall be accompanied by a certified English translation, which shall govern.
ITB 12.1 (h)	The following additional documents shall be submitted in the Technical Proposal: (i) Technical Datasheets in accordance with Section C: Minimum Technical Specification of the ERQ, with test certificates/declaration of confirmatory of the equipment from the manufacturers as per the standards listed in the ERQ; (ii) Process Descriptions/Reports explaining technology selection, energy efficiency and system integration, including the Process Flow Diagram and Layout Plan; (iii) Project Execution Plan shall include all the activities as per the schedule in the ERQ; (iv) Resource Planning indicating team composition, roles and responsibilities; (v) Proof of past EPC execution and completion/commissioning certificates from clients for each PEM electrolyzer project (not less than 250 kW) with Hydrogen Refuelling Station claimed under Section III; (vi) Safety Case or HAZOP/HAZID reports, if available from previous projects; (vii) Contingency and back-up plans (alternative suppliers, spare parts management); (viii) Risk Assessment Report covering technical, safety and supply-chain

	risks; (ix) Manufacturer's Authorization Form(s) (Section IV) for the PEM electrolyzer, rectifier/power conversion system, hydrogen compressor, hydrogen storage, hydrogen dispenser and Fuel Cell Electric Buses, each confirming Bhutanese or Indian origin; (x) Declaration of the country of origin of all major plant and equipment.
ITB 12.2	Contents of the two envelopes: Envelope 1 – Technical Proposal: (a) signed Technical Bid Form (Form 1A); (b) signed Bid Securing Declaration; (c) Bidder Information Form and, where applicable, JV/C/A Information Form and JV/C/A Agreement or Letter of Intent; (d) valid trade license/registration and tax clearance certificate; (e) power of attorney of the signatory; (f) documents for evaluation under Section III (experience, key personnel CVs, audited financial statements, credit line certificate and EHS documents); (g) the documents listed in BDS ITB 12.1 (h); and (h) the signed Integrity Pact. The Technical Proposal shall not contain any price information. Envelope 2 – Financial Proposal: (a) the signed Financial Bid Form (Form 1B) stating the lump-sum Bid price; and (b) the signed and priced Bill of Quantities (lump-sum price breakdown) as per the ERQ.
ITB 13	The Bid price shall be as per the BoQ, fixed for the duration of the Contract (no price adjustment), and inclusive of all duties, taxes and levies in force twenty-one (21) days prior to the deadline for submission of Bids.
ITB 14.3	Period for which spare parts shall be available following commencement of use of the Goods: as specified in the ERQ.
ITB 15.1	The Bid shall be priced in Ngultrum (Nu)/Indian Rupees (INR). Payments shall be made in Ngultrum (Nu) or Indian Rupees (INR) only.
ITB 16.1	The Bids shall be valid for sixty (60) days from the deadline for submission of Bids.
ITB 17.1	Bidders shall submit a signed Bid Securing Declaration in the form provided in Section IV. The amount payable under the Bid Securing Declaration is Nu. 3,000,000 (Ngultrum Three million).
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: None.
ITB 20.1	In addition to the original, the Bidder shall submit one (1) copy of the Technical Proposal and one (1) copy of the Financial Proposal. A Bid submitted without the required copy of the Technical Proposal and/or the Financial Proposal shall be considered non-responsive and shall be rejected. In the event of any discrepancy between the original and the copy, the original shall prevail.
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of a power of attorney. All pages of the Bid where entries or amendments have been made shall be initialled by the authorized signatory.
D. Submission of Bids	
ITB 21.1	The Technical Proposal and the Financial Proposal shall be submitted together, at the same time, in one sealed outer envelope, by the deadline in BDS ITB 22.1. A Bid in which either the Technical Proposal or the Financial Proposal is missing shall be considered non-responsive. Bids may be delivered by hand or by courier to the Procuring Agency's address; the Procuring Agency shall not be responsible for late delivery by courier. Electronic submission of Bids is not permitted.
ITB 21.3	Address for submission: Department of Energy, Ministry of Energy and Natural Resources, Thimphu, Bhutan. Envelopes shall bear: "EPC of 250 kW Green Hydrogen Project at Jamji, Thimphu". The outer envelope and the Technical Proposal envelope shall read "DO NOT OPEN BEFORE 4 December 2026 at 2:00 PM (Bhutan Time)". The Financial Proposal envelope shall read "FINANCIAL PROPOSAL – DO NOT OPEN WITH THE TECHNICAL PROPOSAL".
ITB 22.1	The deadline for submission of Bids shall be: 4 December 2026 at 12:00 PM (Bhutan Time). Late Bids shall not be accepted.
E. Bid Opening and Evaluation	
ITB 24.1	Opening of Technical Proposals: Department of Energy, MoENR, Thimphu. Date: 4 December 2026, Time: 2:00 PM (Bhutan Time). The Financial Proposals shall remain sealed and securely stored.
ITB 24.10	The Financial Proposals of Bidders who attain the minimum qualifying technical score shall be opened in public at the date, time and place notified in writing to those Bidders not less than five (5) working days in advance. The Financial Proposals of other Bidders shall be returned unopened after completion of the selection process.

ITB 27	Without limiting ITB 27, a Bid shall be considered non-responsive if: (a) the required copy of the Technical Proposal and/or the Financial Proposal is not submitted; (b) the Bid Securing Declaration is missing or unsigned; (c) the Technical Bid Form, the Financial Bid Form or the priced Bill of Quantities is unsigned; (d) the Financial Proposal is not in a separate sealed envelope, or price information is disclosed in the Technical Proposal; (e) the required Manufacturer's Authorization(s) are not submitted; (f) the Bidder and its subcontractors or the offered goods do not meet the country of origin.
ITB 30	Minimum qualifying technical score: 50 out of 70 points. Weightage: Technical 70 points; Financial 30 points. The Contract shall be awarded to the Bidder with the highest combined technical-financial score, as set out in Section III.
ITB 31	Bids that are more than twenty percent (20%) below or above the Procuring Agency's estimate shall be eliminated after the Procuring Agency has revisited its estimate, as provided in the ITB (Abnormally Low/High Bids).
ITB 33.1	The parts of the EPC for which the Procuring Agency permits Bidders to propose subcontractors are: Site development, Civil and Electrical works. Proposed subcontractors shall be named in the Technical Proposal and shall be firms from Bhutan or India.
ITB 35.1	In the event of a tie, the Procuring Agency may give preference 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 37	Standstill period: five (5) days from the date of the Letter of Intent to Award.
ITB 38.1	The Performance Security amount shall be ten percent (10%) of the initial Contract Price, and up to a maximum of thirty percent (30%) of the initial Contract Price in the case of a seriously unbalanced or front-loaded Bid. It shall be submitted within seven (7) working days of receipt of the Letter of Acceptance.
ITB 39	The successful Bidder shall sign the Contract within seven (7) working days of receipt of the Contract.
ITB 42	Complaints shall be addressed to the Director General, Department of Energy, MoENR, Thimphu.

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 EPC, 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, including: (a) the nationality of Bhutan or India of the Bidder (and of each JV/C/A partner); (b) submission of valid Manufacturer's Authorization(s) for the major equipment listed in BDS ITB 12.1(h). (c) No adverse record as per the Integrated Vetting Report from the Anti-Corruption Commission of Bhutan (ITB 3.8(d)). Bids that do not meet these requirements shall be treated as non-responsive and shall not be considered for further evaluation.

2. Technical Capability (70 points)

1. Technical Approach and Compliance with Employer's Requirements (15 Points)

To assess the bidder's understanding of the project, technical soundness of the proposed solution, compliance with the Employer's Requirements (ER), and suitability for a hydrogen demonstration facility.

Sub-Criteria and Scoring

Sub-Criteria	Max Points
Technical Design & Process Concept (Electrolyzer, Balance of Plant, Storage and Dispensing, Process flow layouts and overall technical robustness)	5
Project Execution Methodology & Schedule	7
Risk Identification & Mitigation (Technical, Safety, Supply Chain)	3

2. Contracts of Similar Size and Nature Over Last 10 Years (30 Points)

To evaluate relevant experience in executing EPC projects comparable in scale, complexity, and technology (PEM electrolyzer-based Hydrogen Refuelling Stations). A project of similar size and nature means a Green Hydrogen project using PEM electrolyzer technology of not less than 250 kW electrolyzer capacity, integrated with a Hydrogen Refuelling Station, that the Bidder has designed, supplied, constructed and

successfully implemented (commissioned and placed into operation) within the last ten (10) years. Only PEM electrolyzer technology shall be considered.

Scoring Guidelines

Experience Level	
3 projects of similar size and nature (PEM electrolyzer ≥ 250 kW in a Hydrogen Refuelling Station) designed, supplied, constructed and successfully implemented	Pro-rata: 3 projects = 30; 2 projects = 20; 1 project = 10
2 projects of similar size and nature designed, supplied, constructed and successfully implemented	
1 project of similar size and nature designed, supplied, constructed and successfully implemented	
No relevant EPC experience	0

Points shall be awarded pro-rata to the number of qualifying projects, up to a maximum of 30 points for three (3) or more projects. Each project shall be supported by a completion or commissioning certificate from the client stating the electrolyzer technology (PEM), the installed electrolyzer capacity (kW) and the Hydrogen Refuelling Station application. Projects below 250 kW, or using a technology other than PEM, shall not be counted.

3. Skilled Manpower (10 Points)

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

Sub-Criteria and Scoring

Sub-Criteria	Qualifications	Max Points
Project Manager (One)	Bachelor's and above qualification in energy related field with minimum of 7 years of experience in hydrogen related projects.	4
Lead Technical Expert (One)	Bachelor's and above qualification in Mechanical/Electrical/Chemical/Process Engineering with minimum of 7 years of experience in hydrogen related projects.	3

Construction Manager (One)	Bachelor's and above qualification in Civil Engineering, Construction Management, or related field with at least 3 years of working experience.	2
Dedicated EHS Personnel (One)	Bachelor's and above qualification in Environmental Management or any engineering-related field with at least three years of working experience in hydrogen projects.	1

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. 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.
3. Copies of Citizenship ID Cards or Work permit/ Passport/ Election/ Voter ID cards (for foreign workers) of all manpower committed.
4. Copies of contract agreements with all personnel if they have been hired on contract by the contractor endorsed from CAB.
5. 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.

4. **Average Turnover Over Last 5 Years (5 Points)**
To assess the financial capacity of the bidder to execute the EPC contract.

Scoring Guidelines

Average Annual Turnover (Last 5 Years)	Points
≥Nu. 300 million	5
≥Nu. 250 million	4
≥Nu. 200 million	3
≥Nu.150 million	2
≥Nu.100 Million	1
No turn over	0

The bidder shall provide audited financial statements shall be submitted.

5. Unconditional Credit Line Available (Unused) (5 Points)

To evaluate the bidder's liquidity and ability to manage cash flow during project execution.

Scoring Guidelines

Available Unused Credit Line	Points
≥ Nu. 50 million	5
≥ Nu.40 million	4
≥ Nu.30 million	3
≥ Nu.20 million	2
< Nu.10 million	1
No confirmed credit line	0

Credit line must be supported by a bank and be submitted as part of the Section IV. Bidding Form 6.

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

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

6. Specific Experience in Environmental, Health and Safety (EHS) Management (5 Points)

To ensure robust EHS management capability, especially critical for hydrogen production, storage, and handling.

Sub-Criteria and Scoring

Sub-Criteria	Max Points
Experience in EHS for Hydrogen / Gas / Chemical / any High-Risk Projects	2
EHS Management System (ISO 14001 / ISO 45001 or Equivalent)	1
Hydrogen Safety Measures (HAZOP, HAZID, Explosion Protection, Leak Detection)	1
Past Safety Performance (Accident Records, LTIFR)	1

3. Minimum Technical Score

A Bidder should obtain a score of at least 50 Points out of 70 on these parameters in order to qualify for the award stage.

4. Financial and Technical weightage:

The Bids scoring minimum qualifying score of 50 points out of 70 will then be considered for the second stage of Bid evaluation (opening and evaluation of the Financial Proposals). This score will be combined with their financial bid to obtain the overall technical-financial score. The following shall be the score bearing:

a. Financial score =30 Points
b. Technical score 70 Points

5.Award of EPC:

a. 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.

b. Having calculated the Average Bid price, **the bid price closest, but less than average** will be considered as the Best Bid Price.

c. The following shall be the basis for carrying out ranking of bidders after determining **Best Bid Price**:

d. All other bidders get proportionally lower scores, including those with lower bids.

e. This is a non-linear scoring approach, instead of rewarding lower bids blindly, it rewards those closest to a target benchmark.

f. 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:

$$\textbf{30 Points x } \frac{\textbf{Financial Bid quoted by the Bidder}}{\textbf{Best Bid Price}}$$

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

$$\textbf{30 Points x } \frac{\textbf{Best Bid Price}}{\textbf{Financial Bid quoted by the Bidder}}$$

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 in the Technical (70 Points) and financial (30 Points) 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/ EPC 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.

_____Date: _____

[Signature]Day/Month/Year

SECTION IV. BIDDING FORMS

1. Technical Bid Form and Financial Bid Form

Form 1A – Technical Bid Form

[The Bidder shall complete this form on its letterhead. This form shall not contain any price information and shall be placed in the Technical Proposal envelope.]

Date: [Insert date]

To: Department of Energy, Ministry of Energy and Natural Resources, Thimphu, Bhutan

Dear Sirs:

We, the undersigned, offer to carry out the Engineering, Procurement and Construction of the 250 kW Green Hydrogen Project at Jamji, Thimphu in accordance with your Bidding Documents dated [Insert Date] and our Bid. We are hereby submitting our Bid, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Bidder is a Joint Venture, Consortium or Association, insert the following: We are submitting our Bid as a Joint Venture/Consortium/Association with: [Insert a list with full name and address of each member, and indicate the lead member]. We have attached a copy of our Letter of Intent to form a Joint Venture/Consortium/Association, or the JV/C/A Agreement, signed by all members, which details the likely legal structure of and the confirmation of joint and several liability of the members of the said Joint Venture/Consortium/Association.*}*

{OR, if the Bidder proposes subcontractors, insert the following: We are submitting our Bid with the following subcontractors: [Insert a list with full name, address and country of registration of each subcontractor, and the part of the EPC to be subcontracted].*}*

We hereby declare that:

(a) All the information and statements made in this Bid are true, and we accept that any misinterpretation or misrepresentation contained in it may lead to our disqualification by the Procuring Agency.

(b) Our Bid shall be valid and remain binding upon us for sixty (60) days from the deadline for submission of Bids, as specified in BDS ITB 16.1.

(c) We have no conflict of interest in accordance with ITB 3.3.

(d) We meet the eligibility requirements stated in ITB 3, and we confirm our understanding of our obligation to abide by the Royal Government of Bhutan's policy regarding fraud and corruption stated in ITB 2.

(e) We shall abide by the terms and conditions of the Integrity Pact, which we have signed and submitted with this Bid.

(f) We, including any subcontractors, consultants and suppliers for any part of the Contract, are constituted, incorporated or registered in Bhutan or India, in accordance with BDS ITB 3.7(c).

(g) We undertake to execute the Contract with the Key Personnel proposed in this Bid. We accept that the substitution of Key Personnel without the prior written approval of the Procuring Agency may lead to the rejection of our Bid or the termination of the Contract.

(h) We are not debarred under the Debarment Rules of the Royal Government of Bhutan.

(i) We have examined, and have no reservations to, the Bidding Documents, including Addenda No(s). [Insert numbers, or "None"], and our Bid conforms to the Employer's Requirements without material deviation or reservation.

(j) We undertake to complete the EPC within the Time for Completion stated in BDS ITB 1.2, namely twenty-four (24) months from the date of signing of the Contract.

(k) Our Bid includes the Manufacturer's Authorization(s) required under BDS ITB 12.1(h).

(l) We consent to the Procuring Agency obtaining the Integrated Vetting Report from the Anti-Corruption Commission in respect of the Bidder, each JV/C/A partner, and their proprietors, directors and authorized signatories, in accordance with ITB 3.8(d).

(m) We have signed and submitted the Bid Securing Declaration in accordance with ITB 17.

(n) If we withdraw our Bid after Bid opening, for whatever reason, we agree to pay the Bid Security amount in accordance with the Bid Securing Declaration, and we authorize the competent authority to debar our firm if we fail to deposit that amount.

We undertake, if our Bid is accepted and the Contract is signed, to commence the EPC no later than the Start Date stated in SCC GCC 1.

We understand that you are not bound to accept any Bid you receive.

Yours sincerely,

Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

In the capacity of: _____

Address: _____

Telephone / E-mail: _____

[In the case of a Joint Venture, Consortium or Association, this form shall be signed by the authorized representative of the lead partner on behalf of all partners, or by all partners, as stated in the JV/C/A Agreement or Letter of Intent.]

Form 1B – Financial Bid Form

[The Bidder shall complete this form on its letterhead. This form shall be placed in the Financial Proposal envelope, together with the priced Bill of Quantities.]

Date: [Insert date]

To: Department of Energy, Ministry of Energy and Natural Resources, Thimphu, Bhutan

Dear Sirs:

We, the undersigned, offer to carry out the Engineering, Procurement and Construction of the 250 kW Green Hydrogen Project at Jamji, Thimphu in accordance with your Bidding Documents dated [Insert Date] and our Technical Proposal.

1. Our Bid price is the lump sum of Nu [Insert amount in figures] (Ngultrum [Insert amount in words]). This price is inclusive of all taxes, duties and levies, and is the same as the total of the priced Bill of Quantities enclosed with this form.
2. Our Bid shall be valid and remain binding upon us for sixty (60) days from the deadline for submission of Bids, as specified in BDS ITB 16.1.
3. We accept that any arithmetical corrections made in accordance with ITB 28 shall be binding upon us.
4. If our Bid is accepted, we commit to furnish the Performance Security in accordance with ITB 38 and to sign the Contract.
5. Commissions or gratuities, if any, paid or to be paid by us to agents or any other party relating to this Bid and, if our Bid is accepted, to the execution of the Contract:

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity

(If none has been paid or is to be paid, state "None".)

6. Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Letter of Acceptance, shall constitute a binding Contract between us.

We understand that you are not bound to accept any Bid you receive.

We remain,

Yours sincerely,

Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

In the capacity of: _____

Address: _____

Telephone / E-mail: _____

[In the case of a Joint Venture, Consortium or Association, this form shall be signed by the authorized representative of the lead partner on behalf of all partners, or by all partners, as stated in the JV/C/A Agreement or Letter of Intent.]

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 stated in our Technical Bid Form and Financial Bid Form; or

(b) having not accepted the correction of errors in accordance with the Instructions to Bidders (ITB 28); 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 12.4 (g). • 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 fulfill the lending norms.

[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 (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 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. 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. Manufacturer's Authorization

[The Bidder shall require the Manufacturer to complete this Form on its letterhead, signed by a person with authority to sign on behalf of the Manufacturer. One Form is required for each of: PEM electrolyzer, hydrogen compressor; hydrogen storage; hydrogen dispenser; and Fuel Cell Electric Buses.]

Date: [insert date]

To: Department of Energy, Ministry of Energy and Natural Resources, Thimphu, Bhutan

WHEREAS we, [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of the factories, which shall be in Bhutan or India], do hereby authorize [insert complete name of Bidder] to submit a Bid for the purpose of providing the following goods manufactured by us: [insert name, model and rated capacity of the goods], and subsequently to sign the Contract for the Engineering, Procurement and Construction of the 250 kW Green Hydrogen Project at Jamji, Thimphu.

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

Name: [insert complete name(s) of authorized representative(s)] Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Manufacturer]

Dated on ____ day of _____, _____

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 (Price Schedule)** is the priced breakdown of the lump-sum Contract Price submitted with the Bid. It is used only for apportioning milestone payments and valuing Variations, and is not subject to re-measurement.

2. **The Completion Date** is the date of completion of the EPC 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 EPC.

4. The **Contractor** is an individual or legal entity entering into a contract after its Bid to carry out the EPC 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. A **Defect** is any part of the EPC not completed in accordance with the Contract.

9. The **Defects Liability Certificate** is the certificate issued by the Procuring Agency upon correction of defects by the Contractor.

10. The **Defects Liability Period** is the period named in SCC Sub Clause 36.1 and calculated from the Completion Date.

11. **Drawings** include calculations and other information provided or approved by the Procuring Agency for the execution of the Contract.

12. The **Procuring Agency** is the Government Agency which enters into a Contract with a Contractor to carry out the EPC, as specified in the SCC.

13. **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the EPC.

14. The **Initial Contract Price** is the Contract Price listed in the Procuring Agency's Letter of Acceptance.

15. The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the EPC. 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.

16. **In writing** is in any written form, including electronic mail.

17. **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the EPC.

18. **Plant** is any integral part of the EPC that shall have a mechanical, electrical, chemical or biological function

19. 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 EPC and administering the Contract.

20. The **Site** is the area defined as such in the SCC.

21. **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.

22. **Specifications** mean the Specifications of the EPC included in the Contract and any modification or addition made or approved by the Project Manager.

23. **The Start Date** is given in the SCC. It is the latest date when the Contractor shall commence execution of the EPC. It does not necessarily coincide with any of the Site Possession Dates.

24. A **Subcontractor** is a person or corporate body who has a Contract with the Principal contractor to carry out a part of the EPC in the Contract, which includes EPC on the Site.

25. **Temporary EPC** are EPC designed, constructed, installed and removed by the Contractor that are needed for construction or installation of the EPC.

26. A **Variation** is an instruction given by the Project Manager which varies the EPC.

27. The EPC 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.

28. **Employer's Requirements (ERQ)** means the document so titled, issued with the Bidding Documents and included in the Contract, and any additions and modifications made in accordance with the Contract, which specifies the purpose, scope, design and technical criteria and performance requirements of the EPC.

29. **Contractor's Documents** are the calculations, drawings, specifications, data sheets, manuals, software and other documents of a technical nature prepared by the Contractor for the design, supply, construction, testing, commissioning, operation and maintenance of the EPC.

30. **Goods** are the Plant, Materials and equipment to be supplied under the Contract, including the Fuel Cell Electric Buses.

31. **Tests on Completion** are the pre-commissioning, commissioning, trial operation and performance guarantee tests specified in the ERQ, which the EPC must pass before the Completion Certificate is issued.

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. If sectional completion is specified in the SCC, references in the GCC to the EPC, the Completion Date and the Intended Completion Date apply to any Section of the EPC (other than references to the Completion Date and Intended Completion Date for the whole of the EPC).

3. The documents forming the Contract shall be interpreted in the following order of priority:

   (a) Contract Agreement;
   (b) Letter of Acceptance;

(c) Special Conditions of Contract;
(d) General Conditions of Contract;
(e) Employer's Requirements (ERQ);
(f) Drawings;
(g) Contractor's Bid, comprising the Technical Bid Form, the Financial Bid Form and the Technical Proposal;
(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 EPC 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.

5. All Subcontractors, consultants and suppliers engaged by the Contractor shall be firms constituted, incorporated or registered in Bhutan or India.

9. Setting Out

1. The Contractor shall be responsible for setting out the EPC and for ensuring the correctness of the positions, levels, dimensions and alignment of the EPC. At any time during the execution of the EPC, he shall correct any error at his own expense when required to do so by the Procuring Agency. Boreholes, exploratory excavations or soil testing may be done if instructed by the Procuring Agency. In case, cost of boreholes or exploratory excavations or soil testing is not included in the Contract Price, the cost shall be borne by the Procuring Agency. 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 EPC.

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 & Equipment

1. The Contractor shall deploy the key personnel 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 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 EPC. A child who has not attained the age of 18 years shall not be employed in any EPC 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 equipment for a particular sequence of EPC should be based on the Work plan. The equipment may be mobilized only at that time when the 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 EPC, giving contractor adequate time and the contractor must ensure that the equipment is available at site at that particular time, failing which the Clause 10.1 shall be invoked and penalties imposed as per the amount specified in the SCC.

12. Procuring Agency's Risks

1. From the Start Date until the Defects Liability Certificate has been

issued, the following are Procuring Agency's risks:

(a) The risk of personal injury, death, or loss of or damage to property (excluding the EPC, Plant, Materials and Equipment), which are due to:

(i) use or occupation of the Site by the EPC or for the purpose of the EPC, which is the unavoidable result of the EPC; or

(ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Agency or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the EPC, Plant, Materials and Equipment to the extent that it is due to a fault of the Procuring Agency or in the Procuring Agency's design, or due to war or radioactive contamination directly affecting Bhutan.

13. 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 EPC, 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.

14. Insurance

1. The Contractor shall provide, in the joint names of the Procuring Agency and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC.

2. The insurance cover shall include, as specified in the SCC: marine/transit insurance of Goods on CIP basis (Incoterms 2020) from the manufacturer's works until delivery at the Site; Contractor's All Risks/Erection All Risks insurance of the EPC, Plant and Materials; third-party liability insurance; insurance of Contractor's Equipment; workmen's compensation; and professional indemnity insurance for the Contractor's design.

3. Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred. Payments received from insurers shall be used for the rectification of loss or damage.

4. If the Contractor does not provide any of the policies and certificates required, the Procuring Agency may affect the insurance which the Contractor should have provided and recover the premiums the Procuring Agency has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due from the Contractor to the Procuring Agency.

5. Alterations to the terms of insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of the insurance policies.

15. Queries about the Special Conditions of Contract

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

16. The EPC to Be Completed by the Intended Completion Date

1. The Contractor may commence execution of the EPC on the Start Date and shall carry out the EPC 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.

17. Design and Approval by the Project 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 EPC.

3. The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary EPC.

4. The Contractor shall obtain approval of third parties to design the Temporary EPC, where required.

5. All Drawings prepared by the Contractor for the execution of the temporary or permanent EPC are subject to prior approval by the Project Manager before use.

6. The Contractor shall be responsible for the design of the Permanent Works in accordance with the ERQ and the applicable codes and standards, and the EPC, when completed, shall be fit for the purposes defined in the ERQ. The design shall be carried out by the qualified engineers named in the Bid, who shall not be replaced without the prior consent of the Project Manager.

7. The Contractor shall submit the Contractor's Documents to the Project Manager for review. Within twenty-one (21) days of receipt, the Project Manager shall either give a notice of no-objection or notify the Contractor of the extent to which the documents do not comply with the Contract, in which case the Contractor shall revise and resubmit them at its own cost. No procurement, manufacture or construction of any part of the EPC shall commence until the relevant Contractor's Documents have received a notice of no-objection.

8. Any review, comment or no-objection by the Project Manager shall not relieve the Contractor of any obligation or responsibility under the Contract. Errors, omissions, ambiguities or inconsistencies in the Contractor's Documents shall be corrected by the Contractor at its own cost.

9. The Contractor shall maintain a complete set of as-built records and shall submit as-built drawings and draft operation and maintenance manuals, in English, before commencement of the Tests on Completion. The EPC shall not be considered complete until the final as-built drawings and operation and maintenance manuals have been submitted and accepted by the Project Manager.

10. The Goods and the works shall conform to the technical specifications and standards stated in the ERQ. Where no applicable standard is stated, the standard shall be equivalent or superior to the official standards applicable in Bhutan or India or, where none exist, to the authoritative international standard appropriate to the Goods.

11. The editions of the codes and standards shall be those in force on the date twenty-eight (28) days before the deadline for submission of Bids, unless the ERQ states otherwise. Any change in a code or standard during the

execution of the Contract shall be applied only with the approval of the Project Manager and shall be treated as a Variation.

18. 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 EPC 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.

19. 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 EPC 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.

20. 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 EPC in connection with the Contract is being carried out or is intended to be carried out.

4. Statutory clearances and ESIA: The Contractor shall, within the Time for Completion, prepare the Environmental and Social Impact Assessment (ESIA) and obtain the Environmental Clearance and all other permits, licences, clearances and approvals required under the laws of Bhutan for the design, construction, commissioning and operation of the EPC, including those relating to hydrogen production, storage and dispensing, fire safety, electrical connection and building approvals. The cost of such work shall be included in the Contract Price.

5. The Procuring Agency shall assist the Contractor at every milestone by providing available site data and supporting letters, facilitating coordination with the relevant authorities, and expediting approvals within its control.

21. 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 EPC 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 EPC 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 21.3 constitute a prohibited practice subject to contract termination .

21A. Supply of Goods

1. Factory inspection and testing: The Contractor shall give the Project Manager not less than twenty-one (21) days' notice of the factory acceptance tests (FAT) of major Plant, including the PEM electrolyzer, rectifier, compressor, storage vessels, dispenser and Fuel Cell Electric Buses. The Procuring Agency or its nominated representatives may witness the FAT, and the Contractor's and manufacturer's costs of facilitating such inspection shall be included in the Contract Price. No Plant shall be dispatched until the Project Manager has issued a written release following satisfactory FAT or has waived the inspection in writing.

2. Packing, marking and documents: Goods shall be packed to prevent damage or deterioration during transit, handling and storage, including transport on mountainous roads and storage at high altitude, and shall be marked as specified in the ERQ. For each consignment, the Contractor shall furnish the invoice, packing list, certificate of origin, manufacturer's test/inspection certificate, insurance certificate and transport document.

3. Spare parts, special tools and training: The Contractor shall supply the mandatory spare parts, special tools and consumables listed in the ERQ, shall ensure the availability of spare parts for the period specified in the ERQ, and shall train the Procuring Agency's personnel in the operation and maintenance of the EPC as specified in the ERQ.

B. Time Control

22. 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 EPC linked with the availability of resources.

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 22.1.

3. Other than as a result of a cause listed in GCC 41 [Compensation Events], then the Project Manager may instruct the Contractor to submit, under Sub-Clause 22.2, 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 contractors 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 41 [Compensation Events] 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.

23. 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 EPC. 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 EPC by subcontractor; and

(d) any other details specified in SCC.

24. 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 EPC, 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.

25. 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.

26. 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 EPC.

27. 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 EPC 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.

28. 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 EPC, increase the Contract Price or delay the execution of the EPC. 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 EPC 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

29. Identifying Defects

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

30. Tests

1. If the Project Manager instructs the Contractor to carry out a test not specified in the Specifications to check whether any EPC 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. The Contractor shall, at its own cost, carry out all tests and inspections of the Goods and the EPC specified in the ERQ, including factory acceptance tests, site tests and the Tests on Completion.
3. Tests and inspections may be conducted at the premises of the Contractor or its manufacturers, at the point of delivery or at the Site. The Contractor shall provide all reasonable facilities, assistance, data and production drawings to the inspectors at no cost to the Procuring Agency.
4. The Procuring Agency or its designated representatives shall be entitled to attend any test or inspection.
5. The Contractor shall provide the Procuring Agency with a report of the results of every test and inspection.
6. The Procuring Agency may reject any Goods or any part of the EPC that fails to pass a test or inspection or does not conform to the specifications. The Contractor shall rectify or replace the rejected item at no cost to the Procuring Agency and shall repeat the test or inspection after giving notice.
7. Neither the execution of a test or inspection, nor the attendance of the

Procuring Agency or its representatives, nor the issue of any report, shall release the Contractor from any warranty or other obligation under the Contract.

31. Defect Liability Period and Limitation of Libaility

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.

3. Except in cases of gross negligence or willful misconduct:

   a) neither Party shall be liable to the other Party, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, including loss of use, loss of production, loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay liquidated damages to the DoE; and

   b) the aggregate liability of the Bidder to the DoE, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Bidder to indemnify the DoE with respect to patent infringement.

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

32. Extended Defect Liability Period

1. In addition to the Defects Liability Period specified under Clause 31, the Bidder shall provide an extended Defects Liability Period for the relevant equipment of the plant, specified in the SCC and shall furnish additional security, in the form of a Bank Guarantee, equivalent to the 10% of the contract amount and valid for the duration of such extension.
2. The extended Defects Liability Period shall be in accordance with the equipment guarantee/warranty provided by the respective manufacturers.

32A. Warranty

1. The Contractor warrants that all Goods supplied under the Contract 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. The Contractor further warrants that the Goods and the works shall be free from defects arising from any act or omission of the Contractor, or from design, materials or workmanship, under normal use in the conditions prevailing at the Site.
3. The Procuring Agency shall give notice to the Contractor of any defect promptly after its discovery, together with the evidence available, and shall afford the Contractor a reasonable opportunity to inspect it.
4. On receipt of such notice, the Contractor shall repair or replace the defective Goods or parts within the period stated in the Project Manager's notice, at no cost to the Procuring Agency.
5. If the Contractor fails to remedy a defect within that period, the Procuring Agency may take such remedial action as is necessary, at the Contractor's risk and cost and without prejudice to its other rights under the Contract, and may recover the cost from the Performance Security or from any payment due to the Contractor.

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 35 or GCC 45.

D. Cost Control

34. Bill of Quantities

1. The Bill of Quantities shall contain the priced breakdown of the lump-sum Contract Price for the design, supply, construction, installation, testing and commissioning of the EPC.

2. The Contract is a lump-sum contract. The Contract Price shall not be adjusted for any difference between the quantities in the Bill of Quantities and the actual quantities required to complete the EPC. The Contractor shall be paid in accordance with the milestone

payment schedule in the Contract Agreement, and the Bill of Quantities shall be used only as a breakdown of the Contract Price for apportioning milestone payments and valuing Variations. The EPC shall be fit for the purposes defined in the ERQ.

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 Procuring Agency shall encash the Advance Payment 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 EPC on a payment basis, as specified in the SCC. The Mobilization Advance shall be fully recovered when eighty percent (80%) of the Contract Price has been certified for payment. 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. Variations

1. The Project Manager shall order any variation of the form, quality or quantity of the EPC 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 EPC included in the Contract;
(b) omission of any item of EPC;
(c) change in the character or quality or kind of any such EPC;
(d) change in the levels, lines, position and dimensions of any part of the EPC;
(e) additional EPC of any kind, provided its within the scope of present EPC;
(f) change in any specified sequence or timing of construction activities.

2. Additional EPC 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 EPC 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 EPC. 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 38.

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 EPC. 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.

38. 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 EPC in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of Project Manager, the quantity of EPC above the limit stated in GCC 37.2 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 EPC 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 EPC would prevent a quotation being given and considered without delaying the EPC, 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.

39. Payment Certificates

1. Upon achievement of each payment milestone set out in the Contract Agreement, the Contractor shall submit to the Project Manager a milestone statement claiming the amount due, together with documents demonstrating that the milestone has been achieved, less the cumulative amount certified previously.

2. The Project Manager shall verify the achievement of the milestone. The amount due shall be the percentage of the Contract Price stated for that milestone, plus the value of approved Variations and Compensation Events, less deductions due under the Contract. No measurement of quantities shall be required for payment of the lump-sum Contract Price; joint measurement shall be carried out only where a Variation is valued using the rates in the Bill of Quantities.

3. The value of EPC 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 statement and certify the amount to be paid to the Contractor latest by fifteen (15) days from the date of receipt of the Contractor's milestone statement in correct and complete form.

40. Payments

1. The Contract Price, including any advance payment, 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 EPC 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.

41. 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 20.1.

(b) The Procuring Agency modifies the Schedule of Other Contractors in a way that affects the EPC of the Contractor under the Contract.

(c) The Project Manager orders a delay or does not issue Drawings, Specifications or instructions required for execution of the EPC on time.

(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon EPC, 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 EPC.

(f) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Agency, or additional EPC 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 41.1 (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 EPC 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.

42. Tax

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.

43. Currencies

1. Payments shall be made in Ngultrum (Nu) or Indian Rupees (INR) only, at par (Nu 1 = INR 1). No other currency shall be paid.

44. Price Adjustment

1. The Contract Price is fixed and firm and shall not be subject to any price adjustment for the entire duration of the Contract, including any extension of time. This applies to all components of the EPC, including construction works, plant and equipment, and services.

45. Retention

1. The Procuring Agency shall retain ten percent (10%) from each payment due to the Contractor until Completion of the whole of the EPC 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 EPC or Materials to be incorporated in the EPC 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.

46. 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.

47. 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.

48. Cost of Repairs

1. Loss or damage to the EPC or Materials to be incorporated in the EPC 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

49. Completion and Taking Over

1. Tests on Completion: When the EPC has been installed, the Contractor shall carry out the pre-commissioning, commissioning, trial operation and performance guarantee tests specified in the ERQ, giving the Project Manager not less than fourteen (14) days' notice of each test. The Procuring Agency's personnel shall be entitled to witness all tests.

2. If the EPC or any part of it fails to pass the Tests on Completion, the

Contractor shall rectify the failure and repeat the tests at its own cost. If the guaranteed performance parameters specified in the ERQ are still not achieved, the Procuring Agency may reject the EPC or the relevant part, or accept it subject to the remedies specified in the ERQ.

3. Upon completion of the EPC, the Contractor shall submit a completion report to the Project Manager, informing that the EPC have been completed and requesting for issuance of Certificate of Completion.

4. 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.
5. Following the completion of the handing-taking procedures, the Contractor and the Project Manager shall jointly finalise the contract amount within seven (7) days, being the lump-sum Contract Price adjusted for approved Variations and Compensation Events and any deductions due under the Contract. If the Contractor fails to attend despite being duly notified in writing, the Procuring Agency shall finalise the amount in the Contractor's absence, and such finalisation shall be binding upon the Contractor.

6. The Completion Certificate shall be issued only upon the finalization of the contract amount, after the EPC has passed the Tests on Completion and the as-built drawings and operation and maintenance manuals have been submitted. Thereafter, the Procuring Agency shall promptly update the completion status and the APS Rating within fourteen (14) days, as applicable.

7. 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.

8. 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.

9. The contractor shall Mandatory put up a Plaque after completion of EPC with the following details: Name of Contractor.; Contract Amount; Contract duration; and Name of the Procuring agency, Source of Funding:.

50. 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.

51. 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.

52. 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 EPC for 30 days when no stoppage of EPC 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 EPC, 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 EPC without the approval of the Procuring Agency as may be applicable;

(i) the Contractor has delayed the completion of the EPC 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 GCC 22 (Milestones); and

(l) refuses or is unable to execute and complete the EPC and Services in the manner specified in the program furnished under GCG Clause 24 at rates of progress that give reasonable assurance to the Procuring Agency that the Contractor can attain completion of the EPC 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 52.1 above, the Project Manager shall decide whether the breach is fundamental or not.

53. 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 EPC 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 EPC, award directly or execute the EPC departmentally.

54. 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.

55. 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 EPC 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 EPC not completed, representing the Procuring Agency's additional cost for completing the remaining EPC 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 EPCs.

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 EPC 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 EPC done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the EPC, and the Contractor's costs of protecting and securing the EPC, 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.

56. Property

1. All materials on the Site, Plant, Equipment, Temporary EPC and EPC 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.

57. 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 EPC as quickly as possible after receiving this certificate and shall be paid for all EPC carried out before receiving it and for any EPC carried out afterwards to which a commitment was made.

58. 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.

59. Continuation of EPC

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

F. Intellectual Property

60. 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.

61. 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.

62. Patent Indemnity

1. The Bidder shall indemnify and hold harmless the DoE, its employees, and officers from any claims, damages, losses, or expenses arising from infringement or alleged infringement of any intellectual property rights due to:
a) installation or use of the facilities in Bhutan; and
b) sale of products produced by the facilities.

2. This indemnity shall not apply to use of the facilities outside the intended purpose or infringement arising from combination with equipment or materials not supplied by the Bidder.

3. If a claim arises, the DoE shall promptly notify the Bidder. The Bidder may, at its own expense, conduct the defense and settlement.

4. If the Bidder does not respond within thirty (30) days, the DoE may conduct the proceedings at the Bidder's cost.

5. The DoE shall provide reasonable assistance upon request, with costs reimbursed by the Bidder.

6. The DoE shall indemnify and hold harmless the Bidder against claims arising from intellectual property infringement due to designs, documents, or specifications provided by or on behalf of the DoE.

SECTION VII. SPECIAL CONDITIONS OF CONTRACT

A. General	
GCC 1	Procuring Agency: Department of Energy (DoE), Ministry of Energy and Natural Resources (MoENR), Royal Government of Bhutan, Thimphu. Name of the Contract: Engineering, Procurement and Construction (EPC) of 250 kW Green Hydrogen Project, including the Hydrogen Refuelling Station and two (2) Fuel Cell Electric Buses, at Jamji, Thimphu, funded by the Government of India – Project Tied Assistance.
GCC 1	The EPC: the design, ESIA and statutory clearances, supply, construction, installation, testing, commissioning, trial operation and training for the 250 kW Green Hydrogen Project at Jamji, including the PEM electrolyzer, balance of plant, hydrogen compression, storage and dispensing (Hydrogen Refuelling Station) and two (2) Fuel Cell Electric Buses, all as described in the Employer's Requirements (ERQ).
GCC 1	Intended Completion Date: twenty-four (24) months from the date of signing of the Contract, inclusive of design, ESIA and statutory clearances, site possession, construction, supply, installation, testing, commissioning and trial operation.
GCC 1	Project Manager: Mr. Jamyang Tempa, Department of Energy, MoENR, or any other competent person appointed by the Procuring Agency and notified to the Contractor in writing.
GCC 1	Site: Jamji, Thimphu, as defined in the Drawings and the ERQ.
GCC 1	Start Date: the date of signing of the Contract.
GCC 2.2	Sectional completion: Not applicable. Completion shall be for the whole of the EPC.
GCC 2.3 (i)	The following documents also form part of the Contract: (a) the signed Integrity Pact; (b) the Manufacturer's Authorizations submitted with the Bid; (c) minutes of any pre-contract clarification meetings, signed by both parties (if applicable); and (d) the list of key personnel committed in the Bid.
GCC 4.1	Language of the Contract: English. Governing law: the laws of the Kingdom of Bhutan.
GCC 8	Subcontracting is permitted only for site development, civil and electrical works, to the subcontractors named in the Bid or approved in writing by the Project Manager.
GCC 10	Schedule of Other Contractors: as notified by the Project Manager.
GCC 11.1	Deductions for non-deployment of key personnel and equipment: (a) Key personnel: for each key person not deployed as committed in the Bid, a deduction equal to the monthly remuneration of that position (as per the

	Contractor's records/CV) for each month, or part of a month, of non-deployment. (b) Equipment: for each item of equipment not available at Site as per the approved Work Plan, a deduction equal to the prevailing hire charges for the period of non-availability.
GCC 14.1	The Contractor shall provide the following insurances, in the joint names of the Procuring Agency and the Contractor where applicable, with insurers licensed in Bhutan or India, from the Start Date to the end of the Defects Liability Period: (a) Marine/transit insurance of all Goods on CIP basis (Incoterms 2020) to the Site at Jamji, Thimphu, for not less than 110% of the CIP value, covering "all risks" (Institute Cargo Clauses (A) or equivalent), warehouse-to-Site, including inland transit, loading, unloading and storage; (b) Contractor's All Risks/Erection All Risks insurance of the EPC, Plant and Materials for full replacement value, including testing and commissioning. (c) Workmen's compensation/employer's liability insurance for all Contractor's personnel, as required by applicable law.
GCC 15.1	Queries about the SCC: None.
GCC 17	Design review: the Contractor's Documents listed in the ERQ shall be submitted to the Project Manager for review. The review period is twenty-one (21) days from receipt. No procurement, manufacture or construction of any part of the EPC shall commence before a notice of no-objection on the relevant Contractor's Documents.
GCC 20.1	Site possession: the Site shall be handed over to the Contractor within seven (7) days after the contract signing.
GCC 20.2	Information board: within fourteen (14) days of site possession, the Contractor shall erect an information board stating: Name of Project: 250 kW Green Hydrogen Pilot Project; Project cost; Duration; Procuring Agency: Department of Energy, MoENR; Funded by: Government of India – Project Tied Assistance; Name of Contractor.
GCC 21A	Factory acceptance tests (FAT): not less than twenty-one (21) days' notice to the Project Manager before the FAT of major Plant. No Plant shall be dispatched without the Project Manager's written dispatch clearance. Delivery: CIP Site, Jamji, Thimphu (Incoterms 2020). Spare parts, special tools and training: as specified in the ERQ. Packing: the Contractor shall pack all Goods to prevent damage or deterioration in transit to the Site, including rough handling, vibration, extreme temperature and moisture during transport on mountainous roads. Equipment shall be individually protected (shock and vibration-proof mounting and moisture barrier) and packed in strong, non-returnable wooden crates. Hydrogen

	pressure vessels, cylinders and other goods shall be packed, labelled and transported in accordance with the manufacturer's instructions and the applicable transport regulations.
B. Time Control	
GCC 22.1	The Contractor shall submit for approval a detailed Work Plan for the EPC within seven (7) days from the date of the Letter of Acceptance. The Work Plan shall include, as a minimum: (a) Quality Assurance Plan (QAP): the QAP shall specify the EPC methodology, quality control tests and the intervals for such tests in accordance with the specifications for each item of the EPC. If, in the opinion of the Project Manager, the QAP does not fully reflect the Conditions of Contract or the Specifications, he may seek further clarification before approval. The Contractor shall strictly follow the approved QAP; if he does not, he shall not be allowed to proceed further with the EPC. Compliance with the QAP shall not relieve the Contractor of any of his obligations under the Contract; (b) the schedule for the ESIA and statutory clearances; (c) the schedule for submission of the Contractor's Documents (design); (d) the procurement, manufacturing, FAT and delivery schedule for major Plant; and (e) the Health, Safety and Environment (HSE) plan.
GCC 22.2	The Work Plan shall be updated and submitted to the Project Manager every month.
GCC 22	The following milestones shall be shown with target dates in the approved Work Plan. Failure to achieve a milestone may be treated as a fundamental breach under GCC 52: (1) ESIA and Environmental Clearance; (2) approval of the detailed design; (3) completion of the safety studies; (4) completion of civil works; (5) completion of FAT and dispatch of Plant; (6) delivery of Plant and FCEBs to Site; (7) completion of installation; and (8) completion of commissioning, trial operation and performance guarantee tests.
GCC 23.1	Progress reports: monthly, submitted within seven (7) days after the end of each month, including, in addition to GCC 23.1, the status of statutory clearances, design submissions, FAT and deliveries, and HSE statistics.
C. Quality Control	
GCC 31.1	Defects Liability Period: two (2) years from the date of Completion for all parts of the EPC not covered under GCC 32.1.
GCC 32.1	Extended Defects Liability Period for critical equipment: (i) Electrolyzer: at least 60,000 operating hours; (ii) Switchgear and transformer: 730 days;

	(iii) Rectifier: at least 1,825 days; (iv) Compressor, storage tanks, dispenser and Fuel Cell Electric Buses: as per the manufacturer's warranties. Security for the extended period: a bank guarantee of ten percent (10%) of the Contract Price, valid for the duration of the extended period. The Contractor shall remain responsible for fulfilling all manufacturers' product warranties for the equipment beyond the Defects Liability Period. These warranties shall remain valid for the periods specified in the ERQ and shall not be affected by the expiry of the Defects Liability Period. Any repair or replacement required under them shall be carried out by the Contractor at no additional cost to the Procuring Agency.
D. Cost Control	
GCC 35	Performance Security: ten percent (10%) of the Initial Contract Price, increased up to a maximum of thirty percent (30%) for a seriously unbalanced or front-loaded Bid, in the form of an unconditional bank guarantee (Section VIII), valid until thirty (30) days after the issue of the Certificate of Completion.
GCC 36	Mobilization advance: ten percent (10%) of the Initial Contract Price, against an unconditional bank guarantee of the same amount (Section VIII), which shall remain valid until the advance has been fully repaid. The advance shall be recovered by deducting twelve and a half percent (12.5%) of each milestone payment listed in SCC GCC 40, so that it is fully recovered when eighty percent (80%) of the Initial Contract Price has been certified for payment. Any amount not recovered by then, or on termination of the Contract, shall be deducted from the next payment due to the Contractor or recovered from the Advance Payment Guarantee.
GCC 40	Terms of payment (percentage of the Contract Price), on achievement of each milestone: (a) Environmental and Social Impact Assessment and Environmental Clearance: 1%; (b) Detailed Design, approved by the Project Manager: 5%, against: (i) Detailed Engineering Design Report; (ii) Process Flow Diagram and Piping & Instrumentation Diagrams (P&ID); (iii) Single Line Diagram; (iv) layout, civil and structural drawings with design calculations; (v) hazardous area classification drawings; (vi) equipment schedule and data sheets; (vii) updated Work Plan; and (viii) original invoice; (c) Safety Studies, as specified in the ERQ and approved by the Project Manager: 4%; (d) Civil Works, completed and certified by the Project Manager: 20%; (e) Supply and Installation of Equipment and Fuel Cell Electric Buses: 50%, paid as follows: (i) 20% on completion of manufacturing and readiness for dispatch, against the original invoice, FAT certificates, warranty certificates, certificates of origin,

	inspection reports (where applicable) and dispatch clearance from the Project Manager; (ii) 20% on delivery to the Project Site, against the original invoice, delivery and shipping documents and the Material Acceptance Certificate issued by the Project Manager; and (iii) 10% on completion of installation, certified by the Project Manager; (f) Commissioning, Trial Operation and Performance Guarantee Tests: 20%, against: (i) original invoice; (ii) pre-commissioning, commissioning and trial operation test reports; (iii) performance guarantee test results; (iv) as-built drawings in A3 size (hard and soft copy); (v) final operation and maintenance manuals; and (vi) Project Completion Report with photographs, approved by the Project Manager. Each payment is subject to deductions for recovery of the mobilization advance (GCC 36), retention (GCC 45), taxes and any other dues, and shall be made within twenty-five (25) days of receipt of a correct and verified invoice (GCC 40.2).
GCC 41.1 (h)	Other Compensation Events: None.
GCC 43	Currency of payment: Ngultrum (Nu) or Indian Rupees (INR) only.
GCC 44	Price adjustment: None. The Contract Price is fixed and firm for the entire duration of the Contract, including construction works.
GCC 45	Retention: ten percent (10%) of each payment until Completion of the whole of the EPC. The retention may be released against an unconditional bank guarantee of equal amount, valid until the issue of the Defects Liability Certificate.
GCC 46.1	Liquidated damages: 0.05% of the Initial Contract Price per day of delay beyond the Intended Completion Date, up to a maximum of ten percent (10%) of the Initial Contract Price.
E. Completion of the Contract	
GCC 49	Tests on Completion and performance guarantee parameters: as specified in the ERQ. The Contractor shall give the Project Manager not less than fourteen (14) days' notice of each test.
GCC 51.1	Draft operation and maintenance manuals and as-built drawings: before commencement of the Tests on Completion. Final versions: within thirty (30) days after Completion.
GCC 51.2	The payment for milestone (e)(iii) Installation shall be made only upon submission of the as-built drawings, and the payment for milestone (f) Commissioning only upon submission of the final operation and maintenance manuals.
GCC 58	Disputes shall first be resolved amicably. If not resolved, they shall be referred

	to arbitration by the Bhutan Alternative Dispute Resolution Centre (BADRC) in accordance with the alternative dispute resolution laws of Bhutan. Place of arbitration: Thimphu, Bhutan. Language: English.

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**……f**or 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 certain EPC, viz, [brief description of the EPC] and has accepted a Tender by the Contractor for the execution of those EPC 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 Special Conditions of Contract;
   (d) The General Conditions of Contract;
   (e) Employer's Requirements (ERQ), including Specifications;
   (f) The Drawings;
   (g) The completed Bid, including the Technical Bid Form, the Financial Bid Form, the Technical Proposal and the Bill of Quantities (lump-sum price breakdown), as submitted by the Bidder; and
   (h) 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.

5. The terms of payment will be upon completion of each milestone and the Procuring Agency will follow the following payment structure:

Milestone Based Payment	Percentage of Payment (%)
Environmental and Social Impact Assessment	1%
Detailed Design	5%
Safety Studies	4%
Civil Works	20%
Supply and Installation of Equipment and FCEBs (paid in three stages: 20% on readiness for dispatch after FAT; 20% on delivery to Site; 10% on completion of installation)	50%
Commissioning, Trial operation and PG Test	20%

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
Signature Name
In the presence of (Name and address)

For the Contractor

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)]