DORJILUNG HYDRO POWER LIMITED

BIDDING DOCUMENT FOR THE SUPPLY AND DELIVERY OF HIGH-END LAPTOPS AND DESKTOP EQUIPMENT

TENDER NO.: DORJILUNG/CPD/11(IT Equipment)/2026/2339 DATED: 16/11/2026

(OPEN DOMESTIC COMPETITIVE BIDDING)

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NOTICE INVITING TENDER



DORJILUNG HYDRO POWER LIMITED
GYELPOZHING, MONGAR, BHUTAN

NOTICE INVITING TENDER

(OPEN DOMESTIC COMPETITIVE BIDDING)

FOR

SUPPLY AND DELIVERY OF HIGH-END LAPTOPS AND DESKTOP EQUIPMENT

Tender No: Dorjilung/CPD/11(IT Equipment)/2026/2339 Dated: November 16, 2026

1.0 Dorjilung Hydro Power Limited (DHPL) invites sealed Bids from the Bidders *on single stage single envelop basis* for the supply and delivery of high-end laptops and desktop equipment.

2.0 Detailed specifications, scope and terms and conditions of supply are given in the Bidding Documents. The date and time for submission and opening of bids are given below:

NIT No	:	Dorjilung/CPD/11(IT Equipment)/2026/2339 dated November 16, 2026
Bid receipt date & time	:	Up to 2/12/2026 by 15:00 hrs.
Bid opening date & time	:	On 2/12/2026 at 15:30 hrs.

3.0 Qualification Requirement for Bidders shall be as specified in BDS.

4.0 Bid Documents are not transferrable.

5.0 DHPL reserves the right to accept or reject any Bid partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no Bidder/intending Bidder shall have any claim arising out of such action of DHPL.

6.0 Delivery Schedule
Date of completion of Delivery: 60 days from the date of signing of the Contract Agreement.

7.0 Address for Communication:
Bikash Gurung
Assistant Engineer, Contracts and Procurement
Dorjilung Hydro Power Limited
Gyalpozhing, Mongar
Email: bikash.gurung@dorjilung.bt

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SECTION I – INSTRUCTIONS TO BIDDERS

SECTION I – INSTRUCTION TO BIDDERS

A. INTRODUCTION

ITB. 1. Definitions and Interpretations

ITB.1.1. Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in the General Conditions of Contract (GCC).

ITB. 2. Source of Funds

ITB.2.1. DHPL intends to finance the procurement covered under these Bidding Documents from the source as mentioned in Bidding Data Sheet (BDS).

ITB. 3. Scope of Supply

ITB.3.1. The scope of supply of Goods and services incidental thereto shall be as specified in Part 2, Section III, Technical Specification. The name and identification number of the Contract is provided in the NIT.

ITB.3.2. The successful Bidder will be required to complete the supply of goods within the delivery schedule specified in the SCC.

ITB. 4. Fraud and Corruption

ITB.4.1. DHPL requires that the Bidders, Contractors and their Subcontractors and their respective employees, consultants & agents, shall observe the highest standards of ethics during the bidding process and execution of contracts. In pursuance of this policy, the terms "Corrupt practice", "Fraudulent practice", "Collusive practice", "Coercive practice" and "Obstructive practice" shall be as per definition in GCC.4.2.1.

ITB.4.2. DHPL will reject a Bid for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Contract in question;

ITB.4.3. DHPL will declare the Bidder ineligible, either indefinitely or for a stated period of time, if at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Contract;

ITB.4.4. DHPL requires that Bidders, as a condition of admission to eligibility, execute and attach to their Bids an Integrity Pact Statement as per Form: 3 of Part 2, Section IV. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Bid; and

ITB.4.5. DHPL will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant agencies, including but not limited to the Anti-corruption Commission (ACC) of the Kingdom of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.

ITB.4.6. DHPL shall have the discretion to take any or all of the actions specified under ITB.4.2, ITB.4.3, ITB.4.4 and ITB.4.5.

ITB.4.7. Furthermore, the Bidders shall make them fully aware of the provisions stated in GCC.4 with regard to Fraud and Corruption.

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ITB. 5. Eligibility of Bidders

ITB.5.1. A Bidder shall be an incorporated legal entity or a Joint Venture (JV) of such entities under an existing agreement where JVs are permitted. A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in ITB. 7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criteria shall also apply to the determination of the nationality of the proposed Subcontractors for any part of the Contract.

ITB.5.2. A Bidder shall not have conflict of interest. Any Bidder, found to have a conflict of interest, shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in the same bidding process if they:

a) are associated, or have been associated in the past, with a firm or any of its Affiliates, which has been engaged by DHPL to provide consulting services for the preparation of the design, specifications and/or other documents to be used for the procurement of the Goods to be purchased pursuant to these Bidding Documents, or

b) submit more than one Bid in this bidding process either individually or as a partner in the JV, except for alternative offers permitted under ITB. 16. Participation by a Bidder in more than one Bid shall result in rejection of all Bids in which the Bidder has participated. However, this does not limit the participation of a Bidder as a Subcontractor in another Bid or more than one Bid, or

c) Employ or otherwise engage, either directly or through any of their Affiliates, a DHPL employee, his spouse or any of the dependent parent or close relative of a DHPL employee. For the purposes of this sub-paragraph, a close relative is defined as immediate family which includes, brother, sister and own children.

ITB.5.3. A company formed by the merger of two or more companies or divisions of such companies engaged in procurement of Goods as specified in the Bidding Documents can also participate, provided the constituent companies or divisions before merger, individually or jointly meet the stipulated qualification requirements fully.

ITB.5.4. If so specified in the BDS, in the case of a Bidder not doing business within the Kingdom of Bhutan, the Bidder will be (if awarded the Contract) represented by an agent in the Kingdom of Bhutan, who shall be a legal entity, equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Technical Specifications.

ITB.5.4.1. Where an agent is permitted to submit the Bid on behalf of the foreign Bidder, payment of agency commission, if any, to the foreign Bidders shall only be made in the local currency.

ITB.5.4.2. Both the agent as well as foreign Bidder shall not be permitted to submit the Bid in the same bidding process and one agent working for more than one parties will not be permitted to represent multiple parties in different Bids.

ITB.5.4.3. In case of JVs with any of the Bhutanese Bidder the payment to the Bhutanese member of the JV for the services and supply from within Bhutan shall be in local currency.

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ITB.5.5. The Bidder shall provide such evidence of their continued eligibility satisfactory to the DHPL as the DHPL shall reasonably request till the award of the contract.

ITB. 6. Exclusion of Bidders

ITB.6.1. A Bidder shall be ineligible for participating in this bidding process under the following circumstances:

a) The Bidders is insolvent or is in receivership or is a bankrupt or is in the process of being wound up; or has entered into an arrangement with the creditors; or

b) The Bidders' affairs are being administered by a court, judicial officer or appointed liquidator; or

c) The Bidder has suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or

d) The Bidder has been found guilty of professional misconduct by any competent authority as per law or any professional body; or

e) Have at least one controlling shareholder in common; or

f) Receive or have received any direct or indirect subsidy from either party;

g) Have a relationship with each other, directly or through common third parties, that puts them in the position to have access to the information about or influence on the bid of another bidder, or influence the decision of the employer regarding this bidding process; or

h) The Bidder has not fulfilled his obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which he is established or of the Kingdom of Bhutan; or

i) The Bidder has been declared by DHPL to be ineligible for participation in tenders on account of any fraud and/or corruption in competing or executing a Contract; or

j) The Bidder has been debarred from participation in public procurement by any competent authority as per law.

ITB. 7. Eligible Countries

ITB.7.1. DHPL shall permit legal entities from all countries to submit their Bids for supply of Goods under the Bidding Documents having origin in any country.

ITB.7.2. As an exception, Bidders of a country, and /or Goods manufactured/ originated in a country or provided from or by a country shall be excluded if:

a) as a matter of law or official regulation, the Royal Government of Bhutan (RGoB) prohibits commercial relations with that country; or

b) by an act of compliance pursuant to a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the RGoB prohibits any import of Goods from that country or any payments to persons or entities in that country.

ITB.7.2.1. For the purposes of this Clause 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

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recognized article results that differs substantially in its basic characteristics from its components.

ITB. 8. Joint Venture Bids

ITB.8.1. If so permitted in the BDS, Bids submitted by a JV of number of legal entities as specified in the BDS subject to the condition that the total number of legal entities shall not exceed the number of entities as specified in the BDS, shall comply with the following requirements:

a. The Bid shall be signed by the authorised signatory of the member, who have been authorised by all the other members of the JV, so that the Bid is legally binding on all members.

b. One of the members shall be designated as leader who shall have the authority to conduct all business for and behalf of any and all members of the JV; this authorisation shall be evidenced by submitting with the Bid a power of attorney signed by legally authorised signatories of the other members.

c. The leader shall be authorised to receive instructions for and on behalf of any and all members of the JV and the entire execution of the Contract, including payment, shall be done exclusively with the leader.

d. All members of the JV shall be liable jointly and severally for the execution of the Contract in accordance with its terms.

e. A copy of the agreement entered into by the JV members as per the format provided in the Bidding Documents shall be submitted with the Bid.

ITB.8.2. In order for JV to qualify, either the lead partner must meet the minimum technical qualification requirements or the technical qualification requirement can be met jointly by the JV partners, if so, specified in the BDS.

ITB.8.3. The financial qualification requirements however may be met jointly by the members of the JV subject to the condition that each member can independently meet at least the minimum financial qualification requirements as specified in the BDS. Failure to comply with this requirement will result in rejection of the JV's Bid.

ITB.8.4. A firm can be a member in only one JV; Bids submitted by JVs including the same firm as member in more than one JV in the same bidding process will be rejected.

ITB.8.5. Domestic bidders and JVs, 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. 5.

ITB. 9. Responsibility of Bidders

ITB.9.1. DHPL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the Bidder or regarding information, interpretations or deductions the Bidder may derive from the data furnished by DHPL. Verbal communication or conversation with any officer, employee of DHPL either before or after the submission of Bid shall not affect or modify any of the terms or obligations contained herein.

ITB.9.2. It shall be the sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the performance of the Contract in the event of award.

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B. BIDDING DOCUMENTS

ITB. 10. Contents of Bidding Documents

ITB.10.1. The scope of work, bidding procedures, Contract terms and conditions and technical specifications are prescribed in the Bidding Documents. The set of Bidding Documents issued for the purpose of bidding includes the sections stated below together with any addendum/amendment to be issued in accordance with ITB. 13.

NOTICE INVITING TENDER

Section I	:	Instructions to Bidders
Section II	:	Bid Data Sheet (BDS)
Section III	:	Technical Specifications
Section IV	:	Bidding Forms
Section V	:	General Conditions of Contract (GCC)
Section VI	:	Special Conditions of Contract (SCC)
Section VII	:	Contract Forms
Section VIII	:	Annexure
Section IX	:	Vendor Rating System

ITB.10.2. Failure to furnish all information required as per the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of his Bid.

ITB. 11. Clarifications on Bidding Documents

ITB.11.1. The Bidder shall examine the Bidding Documents thoroughly in all respects and if any conflict, discrepancy, error or omission is observed, Bidder may request clarification promptly. A prospective Bidder requiring any clarification on Bidding Documents may notify DHPL in writing, to the address mentioned in BDS, not later than the date and time specified in BDS.

ITB.11.2. DHPL will issue clarification(s) as it may think fit in writing not later than fifteen (15) days prior to the deadline/ extended deadline for submission of Bids prescribed by DHPL. All such clarifications shall form part of the Bidding Documents and shall accompany the Bidder's Proposal. Copies of DHPL's response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders who have registered with DHPL.

ITB.11.3. For the information of Bidders, the clarifications shall also be uploaded on the website. The Bidders are advised to visit the website of the company from time to time in their own interest.

ITB.11.4. Bidders shall not be allowed to seek any clarification of the Bidding Documents in person or by telephone or other verbal means. Any queries sent by the Bidders after the date and time notified as per BDS or extended date, if any, shall not be entertained.

ITB.11.5. Should DHPL deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB. 13.

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ITB.11.6. Any failure by the Bidder to comply with the aforesaid requirement shall not excuse the Bidder for performing the works in accordance with the contract, in case of award.

ITB. 12. Pre-Bid Meeting

ITB.12.1. A pre-bid meeting shall be conducted only if necessary, to clarify doubts and concerns of the Bidders prior to submission of Bids. The Bidders who have registered with DHPL for the tender shall be invited to attend pre-bid meeting to be held on the date, time and location specified in BDS.

ITB.12.2. Non-attendance at the pre-bid meeting will not be a cause for disqualification of Bidders but at the same time shall not entitle them to raise any query at a later date.

ITB.12.3. The Bidders are requested to submit their questions and queries in writing to reach DHPL not later than one week before the meeting. Clarifications to the queries raised in the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given together with any responses prepared after the meeting, shall be circulated to all registered Bidders and also uploaded on the DHPL website.

ITB.12.4. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by DHPL through the issue of an addendum pursuant to ITB. 13 and not through the clarifications to the queries of pre-bid meeting.

ITB. 13. Amendment of Bidding Documents

ITB.13.1. At any time after the NIT date, but not later than fifteen (15) days prior to the deadline for submission of Bids, DHPL may amend the Bidding Documents by issuing an addendum/amendment. This may be done either on DHPL's own initiative or in response to clarification requests from any prospective Bidders who have registered with DHPL, provided such request is received by the date specified in the BDS.

ITB.13.2. The addendum/amendment will be sent in writing to all prospective Bidders who have registered with DHPL for the tender. DHPL shall in no way be responsible for any ignorance of the Bidder about the amendment to the Bidding Documents.

ITB.13.3. Such addendum shall be part of the Bidding Documents and binding on the prospective Bidders. DHPL shall assume that the information contained therein have been taken into account by the Bidder in its Bid and shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise by the Bidder.

ITB.13.4. DHPL may, at its discretion, extend the deadline for submission of Bids pursuant to ITB.26.2 to allow prospective Bidders reasonable time to take the addendum into account in preparation of their Bids.

C. PREPARATION OF BIDS

ITB. 14. Cost of bidding

ITB.14.1. The Bidder shall bear all costs associated with the preparation and submission of his Bid (including pre-bid meetings) and DHPL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

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ITB. 15. Language of the Bid and Unit of Measure

ITB.15.1. The Bid, and all correspondence and documents related to the Bid shall be in English. Additional/supporting documents provided by the Bidder related to the Bid shall be in English and if in any other language, should be translated to English. The English translation shall prevail on the interpretation.

ITB.15.2. The Unit of measurement shall be metric system unless otherwise specified.

ITB. 16. Alternative Bids

ITB.16.1. Unless otherwise indicated in the BDS alternative Bids shall not be considered.

ITB.16.2. If so, permitted in the BDS, a Bidder may submit an alternative Bid for the Goods as specified in Section III, Technical Specifications. In case of multiple alternative Bids, DHPL shall evaluate, compare and rank the alternative Bids subject to technical conformance suitability & acceptability in accordance with ITB. 35. In case of single alternative Bid, subject to technical conformance suitability & acceptability and price reasonability, the Bid may be accepted.

ITB. 17. Documents Constituting the Bid

ITB.17.1. The Bid to be prepared and submitted by the Bidder shall consist of the following documents:

ITB.17.1.1. Envelope I shall contain:

a. **Bid Security** in accordance with ITB. 23 and Form: 1 of Section IV in case of a Bank Guarantee. Bids accompanied by bid security of inadequate value and validity, shall not be entertained and Envelope II and III of such Bids shall be returned to the Bidder without being opened.

ITB.17.1.2. Envelope II shall contain:

a. **Integrity Pact Statement**, duly executed by the bidder as per Form: 3 of Section IV;

b. **Latest Tax Clearance Certificate** from the tax authority of the respective country or any other equivalent document to confirm that the bidder is tax compliant in the country of its incorporation;

c. **Valid Trade License** (for Bhutanese Bidders) and Certificate of Incorporation (For International Bidders);

d. No deviation, whatsoever, is permitted by DHPL to the provisions of the Bidding Documents listed in the BDS. The Bidders are advised that while preparing their Bids and quoting prices, these conditions may appropriately be taken into consideration. Bidders are required to furnish Certificate regarding acceptance of important conditions in accordance with Form: 2 of Section IV indicating their compliance to the provisions listed in the BDS;

e. **Bidder's Information Form,** in accordance with Form: 4 of Section IV;

f. **A Power of Attorney,** in original, as per Form: 5 of Section IV authorising that the person(s) signing the Bid has/have the authority to sign the Bid and to make the Bid binding upon the Bidder during the full period of its validity in accordance with ITB. 22;

g. **Bidders Qualification,** in the absence of pre-qualification process, documentary evidence establishing that the Bidder is qualified to perform the Contract, if it's Bid is accepted, shall be furnished. The documentary

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evidence of the Bidder's qualifications to perform the Contract, if its Bid is accepted, shall establish to DHPL's satisfaction that the Bidder has the capacities and capabilities necessary to perform the Contract;

Particulars for meeting the prescribed qualification requirement as per BDS and details for assessment of capacity and capability of Bidder to perform the Contract as per Form: 6A to Form: 6C of Section IV;

h. **An affidavit** (for International Bidders)/self-declaration form (for Bhutanese Bidders) as per Form: 7 of Section IV affirming the eligibility of the Bidder;

i. **Manufacturer's Authorization** as per Form: 8 of Section IV to demonstrate that the Bidder has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Kingdom of Bhutan (applicable only in cases where the Bidder is not a manufacturer himself);

j. **Joint Venture Agreement** entered into by the members of the JV as per the form included in Form: 9 of Section IV in cases where JV Bids are permitted as specified in the BDS;

k. **Signed Bidding Documents** - SCC, GCC, BDS and Technical Specifications including any clarifications and/ or amendments thereto, duly signed by an authorized signatory of the Bidder as a condition of acceptance to be enclosed with original copy of bid only;

l. **Technical drawings and documentation** including Guaranteed Technical Particulars/Parameters as specified in relevant part of Section III, Technical Specification;

m. **Deviations**, if any from the terms and conditions and technical specification of the bidding document shall be listed as per Form 10A of Section IV. The Bidder shall also provide the additional price, if any, for withdrawal of the deviations in Form 10B of Section IV;

n. Technical Alternative Bids, if applicable, as per ITB. 16;

o. **Vendor Rating Acceptance** in Form: 14 of Section IV;

p. Any other **additional information**/ document considered relevant to the Bid as per BDS and Form: 11 of Section IV.

ITB.17.1.3. Envelope III shall contain:

a. Bid Submission Form in accordance with Form :12;

b. Price Schedules, in accordance with Form: 13 of Section IV;

c. Alternative Price Bids, if applicable, as per ITB. 16;

d. Details regarding Contract Price Adjustment as per SCC.

ITB.17.1.4. In case where Bids are invited under Single Stage Single Envelope mode, the documents contained in Envelope III shall also be kept in Envelope II.

ITB. 18. Bid Submission Form and Price Schedules

ITB.18.1. The Bidder shall submit the Bid Submission Form using the form furnished in Form: 12 of Section IV. This form must be completed without any alterations to its text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

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ITB.18.2. The Bidder shall submit the Price Schedules for Goods, according to their origin as appropriate, using the forms furnished in Form: 13 of Section IV.

ITB.18.3. The Bid Form and Price Schedules shall be signed as per ITB. 24.

ITB. 19. Bid Prices and Discounts

ITB.19.1. The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.

ITB.19.1.1. The price to be quoted in the Price Schedule shall be the unit price and total price for each item excluding any discounts offered except where the Bid document requires quotation of price otherwise.

ITB.19.1.2. The Bidder shall quote any unconditional discounts, if any, and the methodology for its application in the Financial Bid Submission Form.

ITB.19.2. Items for which no rate or price is entered by the Bidder in the Price Schedule shall not be paid by DHPL when executed and shall be deemed covered by the other rates and prices mentioned in the Price Schedule.

ITB.19.3. Prices shall be quoted in the Price Schedules included in Form: 13 of Section IV in the following manner:

a) Goods and mandatory spares to be supplied from third countries shall be quoted on CIF Place of Delivery basis as per Schedule A.

b) Goods and mandatory spares manufactured or fabricated within the Kingdom of Bhutan shall be quoted ex-works at the Place of Delivery basis as per Schedule B, and shall be inclusive of all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the Goods.

c) Goods and mandatory spares to be supplied from India shall be quoted on ex-works at the Place of Delivery as per Schedule C.

d) Local Transportation, transit insurance and other local costs incidental to Delivery of the Goods including mandatory spares shall be quoted in Schedule D. DHPL shall be responsible and be liable only for payment of applicable custom duty and import duties or any other levies applicable beyond the CIF port of disembarkation on the Goods including mandatory spares quoted in Schedule A on CIF Place of Delivery basis.

e) Related Services shall be quoted as per schedule E.

f) Grand Summary Schedule F (Aggregate of Schedules A to E).

ITB.19.3.1. Bidders participating from India, for supply and bonafide use in the Kingdom of Bhutan shall quote the rates and prices for the items in the Price Schedule exclusive of any effect of Integrated Goods and Service Tax (IGST) of India. **The IGST on the export of goods and services or both are covered under Zero Rated Supply as per Chapter VII, 16(1) of the INTEGRATED GOODS AND SERVICES TAX ACT, 2017 of India.**

ITB.19.4. The trade terms used in the Bidding Documents shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce as specified in the BDS.

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ITB. 20. Price Adjustment

ITB.20.1. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected pursuant to ITB. 32 unless adjustable price quotations are permitted in the BDS.

ITB.20.2. A Bid submitted with a fixed price quotation when Bids have been invited with price variation will not be rejected, but the price adjustment shall be treated as zero.

ITB.20.2.1. The estimated effect of the price adjustment provision applied over the period of execution of the Contract shall not be taken into consideration in Bid evaluation.

ITB.20.2.2. DHPL shall indicate the name, source and origin of indices along with their base values and corresponding coefficients as per SCC.

ITB. 21. Currencies of Bid

ITB.21.1. The unit rates and prices shall be quoted by the Bidder in the currencies specified in the BDS.

ITB.21.2. The rates of exchange to be used for conversion into BTN for evaluation and comparison, shall be the reference rates on the date of Bid opening or immediately preceding date if rate of exchange for the date of Bid opening is not available. The reference exchange rate (selling rate) prevailing at that date as posted by the Royal Monetary Authority of the Kingdom of Bhutan shall be used for the conversion of prices.

ITB.21.3. The Bids shall be evaluated in accordance with ITB.21.1 , but the payment shall be made in the currency of Bid.

ITB.21.4. Notwithstanding the provision contained in clause ITB 21.1, Indian Bidders must quote the unit rates in INR only.

ITB. 22. Period of Validity of Bids

ITB.22.1. Bids shall remain valid till the date specified in the BDS. A Bid valid for a shorter period shall be liable for rejection by DHPL as non-responsive.

ITB.22.2. In exceptional circumstances, prior to expiry of the Bid validity period, DHPL may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing to all the participating Bidders. A Bidder may refuse the request to extend the validity of its Bid without forfeiting its Bid Security. In such a case, the Bid of the Bidder, refusing to extend the validity of its Bid, shall not be considered for evaluation and award. A Bidder granting the request will be required to extend the validity of their Bid securities correspondingly but shall not be required or permitted to modify its Bid, except as provided in ITB. 28.

ITB.22.3. The provisions of ITB.23.6 regarding discharge and forfeiture of Bid security shall continue to apply during the extended period of Bid validity.

ITB. 23. Bid Security

ITB.23.1. The Bidder shall furnish, as part of its Bid, a Bid Security in original form, denominated in the currency and in the amount specified in the BDS.

ITB.23.2. The Bid Security shall:



a) at the Bidder's option, be in any of the following forms:

i. an irrevocable Bank Guarantee; or

ii. Cash Warrant; or

iii. Demand Draft; or

iv. Banker's Cheque/Cash Order

b) the bank guarantee shall be in favour of DHPL, issued by Financial Institution of Bhutan or any foreign bank acceptable and enforceable by Financial Institutions in Bhutan;

c) in the case of a bank guarantee, be in accordance with the form of Bid Security included in Form: 1 of Section IV;

d) be promptly payable upon written demand by DHPL in case any of the conditions listed in ITB.23.6 are invoked;

e) in case of bank guarantee, it should remain valid for a period of thirty (30) days beyond the end of the validity period of the Bid, as extended, if applicable, in accordance with ITB.22.2. Accordingly, the Bid security shall remain valid till the date specified in the BDS.

ITB.23.3. The Bid Security is to be submitted as a part of the Bid in a separate sealed envelope. Any Bid not accompanied by Bid Security of adequate value and validity shall be rejected by DHPL as non-responsive.

ITB.23.4. No interest shall be paid by DHPL on the Bid Security.

ITB.23.5. Return of Bid Security

ITB.23.5.1. The Bid Security shall be returned to successful and unsuccessful bidders as promptly as possible upon signing of Contract and receipt of Performance Security from successful Bidder in accordance with ITB. 42.

ITB.23.5.2. In case of single stage – two envelope mode of tendering, Bid Security of non-responsive Bids shall be returned immediately after technical evaluation.

ITB.23.6. The Bid Security shall be forfeited:

a) if a Bidder withdraws its Bid as a whole or in part during the period of Bid validity specified by the Bidder on the Bid Form, except as provided in ITB.22.2; or if the bidder has been found practicing corrupt or fraudulent or collusive or coercive practices during bidding process;

b) if the successful Bidder fails to:

i. accept the correction of its Bid Price pursuant to ITB. 34;

ii. accept the letter of award or fails to sign the Contract in accordance with ITB. 41;

iii. furnish a Contract Performance Security in accordance with ITB. 42;

iv. withdraw the deviations proposed by him in the Bid at the cost of withdrawal mentioned by him in Form 10 of Section IV of his Bid.

ITB.23.7. The Bid Security of a JV must be in the name of the lead member.

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ITB. 24. Signing of Bids

ITB.24.1. The Bidder shall prepare one (1) original and copies (number as specified in BDS) of the complete set of documents constituting the Bid as described in ITB. 17, and clearly marked each as "Original Bid" and 'Copy No: 1', 'Copy No: 2', etc. In the event of any discrepancy between the Copies and Original Bid, the Original shall prevail. The BDS, GCC, SCC, Technical Specification and Drawings including any clarifications and or amendments thereto, duly sealed and signed by an authorized signatory of the Bidder as a condition of acceptance.

ITB.24.2. The original and all copies of the Bid shall be in indelible ink and signed by a person(s) duly authorized by the Bidder with official seal as per the power of attorney. However, any published document submitted along with the Bid shall be signed by the authorized signatory(ies) at least on the first page and last page of such document.

ITB.24.3. A Bid submitted by a JV shall be signed by the authorised signatory of the lead member so as to be legally binding on all members.

ITB.24.4. Any interlineations, erasures, overwriting, cutting or alteration shall only be valid if they are initialed by the authorized signatory(ies) to the Bid.

D. SUBMISSION OF BIDS

ITB. 25. Submission of Bids

ITB.25.1. Each Bidder, including its Affiliate, shall be permitted to submit only one Bid against any NIT. In case, a Bidder and its Affiliate has submitted separate Bids, against the same NIT, all such Bids shall be rejected.

ITB.25.2. Bids shall be delivered by hand, courier or registered post so as to reach DHPL at the address specified in BDS on or before the date and time mentioned in BDS. Bids submitted by telex / telegram / fax / e-mail shall not be considered under any circumstances. DHPL shall not be responsible for any delay in receipt of the Bid.

ITB.25.3. In case of hand delivery, Bids shall be deposited in a sealed Tender Box (if specified in the BDS) or handed over to the Nodal officer at the address as specified in BDS.

ITB.25.4. Bids shall be submitted in the manner specified in the BDS as under:

ITB.25.4.1. Bids are to be submitted in a single closed cover Envelope containing Envelope I and Envelope II (in case of Single Stage Single Envelope) or Envelope I, Envelope II and Envelop III (in case of Single Stage Two Envelope) with superscription on each envelope as specified in the BDS.

ITB.25.4.2. All envelopes shall be sealed with adhesive or other sealant to prevent reopening and be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder.

ITB.25.4.3. If the envelopes are not sealed and marked as above, DHPL shall assume no responsibility for the misplacement or premature opening of the Bid.

ITB.25.5. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the procedures specified in the BDS.

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ITB. 26. Deadline for Submission of Bids

ITB.26.1. Bids must be received by DHPL in accordance with ITB.25.1. In the event of the specified date for submission of Bids being declared a holiday for DHPL, the Bids will be received up to the specified time on the next working day. Such postponement of date will not have any impact on the other dates specified in the Bidding Documents (i.e. Bid validity and validity of Bid security).

ITB.26.2. DHPL may extend the deadline for the submission of Bids/ opening of Bids by issuing an addendum and hosting the same on the website, in which case all rights and obligations of DHPL and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

ITB.26.3. In the event, the deadline for submission of Bid is extended by DHPL, the Bidders who have already submitted their Bids within the original deadline of submission shall have the option to submit their revised Bid in substitution either in full or in part of earlier Bid. In the absence of a revised Bid, the original Bid shall be considered for opening and subsequent evaluation if otherwise in order. Wherever, the Bidder has submitted the revised Bid in modification of earlier Bid, the earlier Bid shall be returned unopened to the Bidder.

ITB. 27. Late Bids

ITB.27.1. Any Bid received by DHPL after the Bid submission deadline as per ITB. 26 will be declared late, rejected and returned unopened to the Bidder.

ITB. 28. Withdrawal, Substitution or Modification of Bids

ITB.28.1. A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written withdrawal/ substitution/ modification notice prior to the deadline for submission of Bids, duly signed by an authorized representative, including a copy of the authorization as per Power of Attorney. The Bid requested to be withdrawn shall be returned unopened to the Bidder.

ITB.28.2. The withdrawal, substitution or modification of the Bid must accompany the respective written notice and must be:

a) Submitted in accordance with ITB. 25 and, in addition, the respective cover envelopes shall be clearly marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION;" and

b) Received by DHPL prior to the deadline prescribed for submission of Bids, in accordance with ITB.25.5.

ITB.28.3. No Bid may be withdrawn, substituted or modified in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by DHPL in ITB.22.1 or any extension thereof pursuant to ITB.22.2.

ITB.28.4. Withdrawal, substitution or modification of a Bid between the deadline for submission of Bids and expiration of the period of Bid validity (or any extension thereto) shall result in the forfeiture of the Bid Security pursuant to ITB.23.6.



E. BID OPENING, EVALUATION AND COMPARISON

ITB. 29. Bid Opening

ITB.29.1. DHPL shall conduct the Bid opening at the address, date and time specified in the BDS. Any specific electronic Bid Opening procedures required if electronic bidding is permitted shall be as specified in the BDS.

ITB.29.2. Bidders or their authorized representatives (not more than two) shall be allowed to attend the Bid opening. Bidders who choose to attend shall sign the attendance sheet provided in the record of Bid opening with their name, firm name and phone number or any other particulars as may be required. Bidders who chose to attend the opening shall not be allowed to speak on matters related to the Bid until and unless required by the committee members or by seeking permission from the Chairperson by raising hand. Bidders who have any complain with regard to the Bid opening shall write in the complaint sheet and duly sign the sheet.

ITB.29.3. The written withdrawal notice duly signed by an authorized representative of the Bidder for withdrawal of Bids, if any, shall be read out and such Bids shall be returned to the Bidder unopened.

ITB.29.4. Written substitution/ modification notice duly signed by an authorized representative of the Bidder in accordance with ITB.28.1 shall be read out and corresponding cover envelopes marked "SUBSTITUTION"/ "MODIFICATION" shall be opened. Substituted Bids shall be exchanged with the corresponding Bid being substituted, which shall not be opened, but returned to the Bidder. In case of single stage two envelope system, technical and financial modifications shall be submitted sealed in two separate envelopes.

ITB.29.5. The following information shall be publicly announced during the Bid opening for the Bidders to note:

a. The name of the Bidder;

b. The presence or absence of Bid security and its amount;

c. The total price offered (applicable for Single Stage Single Envelope);

d. Discounts offered, (applicable for Single Stage Single Envelope);

e. Alternative Bids, if any;

f. Such other details as DHPL may consider appropriate.

ITB.29.6. DHPL shall prepare a record of the Bid Opening, which shall include the information disclosed to those present. The record of the Bid Opening shall include, as a minimum:

a) the NIT title and reference number;

b) the Bid submission deadline date and time;

c) the date, time and place of Bid opening;

d) Bid prices, offered by the Bidders, including any discounts and alternative offers (applicable for single stage single envelop);

e) the presence or absence of Bid Security and, if present, its amount;

f) the name and nationality of each Bidder;

g) the names and signature of attendees at the Bid opening, and name of the Bidders they represent (if any);



h) details of any complaints or other comments made by attendees/representatives attending the Bid opening, including the names and signatures of the attendees/representatives making the complaint(s) and/or comment(s); and

i) the names, designations and signatures of the members of the Bid Opening Committee.

ITB.29.7. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's representatives' signature on the record shall not invalidate the contents and effect of the record.

ITB.29.8. The Bid form including appendices to Bid form, Price Schedules, Bid Securities, any discounts offered, and any other important documents shall be initialed by all members of the Bid Opening Committee/Tender Committee. All corrections/overwriting will be noted and recorded on each page of the Price Schedules. The Bid evaluation will be done using the copies while the original will be kept in safe custody.

ITB.29.9. In the case of Single Stage Two Envelope Bids, on the deadline for submission of Bid the non-financial Bid shall only be opened. The date for opening of the Price Bid shall be intimated at the appropriate time to the Bidders whose Bid is found responsive in the techno-commercial evaluation. The Bid shall be opened on the date and time so specified in the presence of representatives of the Bidder. During the Price Bid opening the following information shall be publicly announced for the Bidders to note:

a. The name of the Bidder;

b. The total price offered;

c. Discounts offered;

d. Alternative Bids, if any;

e. Such other details as DHPL may consider appropriate.

ITB. 30. Confidentiality

ITB.30.1. Except as may be required by law, information relating to the examination, clarification, evaluation, comparison and post-qualification of Bids, and recommendation of Contract Award, or any other matter concerning the Bid shall not be disclosed to Bidders or any other persons not officially concerned with such process after the public opening of the Bids until issuance of the Letter of Award.

ITB.30.2. Subject to ITB. 31, no Bidder shall contact DHPL on any matter related to its Bid from the time of the opening of the Bid to the time the Contract is awarded. Any attempt by a Bidder to influence DHPL in the examination, evaluation, comparison and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

ITB.30.3. Notwithstanding ITB.30.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact DHPL on any matter related to the bidding process, it should do so in writing.

ITB.30.4. All documents, correspondence, decisions and other matters concerning the Contract shall be considered of confidential and restricted nature by the Bidder and he shall not divulge or allow access thereto by any unauthorized persons.

ITB. 31. Clarification of Bids

ITB.31.1. To assist in the examination, evaluation, comparison and post-qualification of the Bids, DHPL may, at its discretion, ask any Bidder for a clarification on its Bid including justification and breakup of the rates quoted. Any clarification submitted by a Bidder that is not in response to a request by DHPL shall not be considered. The documents/ information so submitted by the bidder in response to DHPL request shall be as of the date prior to the date of the bid submission. Events occurring after the date of submission of the Bid shall not be considered for evaluation of the Bid. DHPL's request for clarification and the response thereto shall be in writing. DHPL may also seek any document in support of meeting the Qualification Requirements only for those mentioned in the bid.

ITB.31.2. No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by DHPL in the evaluation of the Bids, in accordance with ITB. 34.

ITB.31.3. If a Bidder does not provide clarifications/ documents of its Bid by the date and time set in DHPL's request for clarification, its Bid may be rejected.

ITB. 32. Responsiveness of Bids

ITB.32.1. For the purpose of this clause, a substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation, objection, conditionality or omission.

ITB.32.2. DHPL shall examine the Bid to confirm that all terms and conditions specified in the Bidding Documents have been accepted by the Bidder without any material deviation, reservation, objection, conditionality or omission. DHPL's determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.

ITB.32.3. A material deviation, reservation, objection, conditionality or omission is one that:

a) affects in any substantial way the scope, quality or performance of the Contract; or

b) limits in any substantial way or is inconsistent with the Bidding Documents, DHPL's rights or the Bidder's obligations under the Contract; or

c) if rectified would affect unfairly the competitive position of other Bidders presenting responsive Bids; or

d) is incomplete or does not include all the scope of Supply covered in the technical specifications.

ITB.32.4. If a Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by DHPL and the same cannot subsequently be made responsive by the Bidder by correction of the material deviation, reservation, conditionality or omission.

ITB.32.5. DHPL may waive any minor infirmity, non-conformity or irregularity in a Bid that does not constitute a material deviation, reservation or omission whether or not identified by the Bidder in its Bid and that does not prejudice or affect the relative ranking of any Bidder, as a result of the technical and commercial evaluation pursuant to ITB. 33, ITB. 34 and ITB. 35. DHPL may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material deviations or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the

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Bid. Failure of the Bidder to comply with the request may result in the rejection of the Bid.

ITB. 33. Technical Evaluation

ITB.33.1. DHPL shall examine the Bids to confirm that all documents requested in ITB. 17 have been provided, and to determine the completeness of each document submitted.

ITB.33.2. DHPL shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in Section III, Technical Specification of the Bidding Documents have been met without any material deviation or reservation except those declared by the Bidder in Form 10 of Section IV.

ITB.33.2.1. In case a minimum or maximum level of performance characteristics has been specified in Section III, Technical Specification of the Bids to be considered to be responsive, Bids offering Goods with less than the minimum or more than the maximum may be rejected.

ITB.33.3. If, after the examination of responsiveness of the Bids and the technical evaluation, DHPL determines that the Bid is not substantially responsive in accordance with ITB. 32, the Bid shall be rejected.

ITB.33.4. Where alternative bids have been allowed in accordance to ITB. 16 and offered by the bidder, DHPL will make similar evaluation of the alternative. Where alternatives have not been allowed but have been offered, they shall be ignored.

ITB.33.5. At the time of award of Contract, if so desired by the DHPL the Bidder shall withdraw these deviations listed in Form 10 of Section IV at the cost of withdrawal stated by him in the Bid. In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated in the Bid, his Bid will be rejected and bid security forfeited.

ITB. 34. Correction of Arithmetical Errors in Price Bid

ITB.34.1. Arithmetical errors will be corrected at the time of evaluation of Price Bid and the corrected figure will be considered as evaluated Bid price. The corrections in the Bid price shall be done as per the provisions of this clause and shall be binding on the Bidder. If the Bidder does not accept the correction of errors as per the provisions of this clause, the Bid will be rejected, and the Bid security will be forfeited.

ITB.34.2. If there is a discrepancy between the product of unit price and quantity for any item, and the total for such price, the product of unit price and quantity will prevail and the total price shall be corrected unless in the opinion of DHPL there is an obviously gross misplacement of decimal point in the unit rate, or ignoring to put any zero or putting any extra Zero in the unit price in which case, the total of line item as quoted will govern and unit rate will be corrected accordingly.

ITB.34.3. If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail, and the total price shall be corrected.

ITB.34.4. If there is a discrepancy between words and figure of the total price for each item, wherever the Bid document requires the figures to be written in both words and figures, the amount in words will prevail unless the amount expressed in word has an arithmetic error.

ITB.34.5. In case the Bidder has not filled up unit price against any item, DHPL shall treat the price of unfilled items as zero for the purpose of evaluation, comparison and award

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(if such Bidder emerges as the lowest evaluated Bidder), with the assumption that the cost have been absorbed elsewhere in the Price Bid.

ITB.34.6. In case price for any specific item is given by a Bidder as lump sum instead of unit rates as required, DHPL reserves the right to arrive at unit rate on the basis of dividing the quoted lump sum amount by the specified quantity in the Price Schedule. In case evaluation is to be done on unit price and not on lump sum amount, the breakup of the unit price where the Bidder has quoted lump sum price may be obtained during pre-award discussion.

ITB. 35. Evaluation and Comparison of Bids

ITB.35.1. DHPL shall evaluate each Bid, which has been determined, to be substantially responsive in terms of ITB. 32 and ITB. 33, and bidders meet the qualification criteria. The evaluation of bids shall be done based on the factors, methodologies and criteria defined in ITB. 35.

ITB.35.2. To evaluate and compare Bids, DHPL shall consider the following:

a) the Bid Price, as quoted in accordance with ITB. 19 in the price schedules;

b) price adjustment for correction of arithmetic errors in accordance with ITB. 34;

c) price adjustment due to discounts offered in accordance with ITB.19.1.2;

d) The cost of withdrawal of declared deviations as per Form 10 of Section IV;

e) Differential cost for performance parameters of the goods as specified in the BDS;

f) The domestic preference as may be permitted as per ITB.35.13.

ITB.35.3. The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under the bidding documents. In arriving at the evaluated cost, the price for withdrawal of deviations shown in Form 10 of Section IV of the Bid will be used. Where necessary, if cost of withdrawal of any deviation is not given in Form 10 of Section IV, the DHPL will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of Bids.

ITB.35.4. For Goods manufactured in the Kingdom of Bhutan, sales and other similar taxes which will be payable on the Goods if the Contract is awarded to the Bidder shall not be considered for evaluation.

ITB.35.5. For Goods manufactured outside the Kingdom of Bhutan, customs duties and other import taxes levied on the imported Goods, and other similar taxes which will be payable on the Goods in the Kingdom of Bhutan beyond the Place of Delivery shall not be considered.

ITB.35.6. Any allowance for price adjustment during the period of execution of the Contract shall not be considered.

ITB.35.7. DHPL's evaluation of a Bid may require the consideration of other factors in addition to the Bid Price quoted. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods. The effect of the factors selected and adjustments, if any, shall be expressed in monetary terms to facilitate comparison of Bids, as specified in the BDS.



ITB.35.7.1. For the purpose of evaluation, the adjustment as specified in the BDS will be added to the bid price for each drop or excess in the respective parameter offered by the bidder below or above from the best parameter offered by the responsive Bid. The adjustment shall be converted to such currency as specified in BDS.

ITB.35.8. The evaluation shall be done on the basis of total price for the procurement covered in the NIT. Where there is only one single NIT consisting of multiple number of items, the Bidder shall be allowed to quote only for all the items covered in the package. In such cases, the evaluation of Bids shall be done for each item or for total procurement as a whole as specified in the BDS.

ITB.35.9. The total evaluated price shall be calculated based on ITB.35.2 DHPL shall compare the total evaluated price for all substantially responsive Bids of qualified bidders to determine the lowest evaluated Bid.

ITB.35.10. If the Bid price of the lowest evaluated Bid appears abnormally low and/or seriously unbalanced DHPL may require the Bidder to produce written explanations of justifications and detailed price analysis for any or all items offered. Abnormally low Bid may or may not be accepted. If DHPL decides to accept the abnormally low Bid/or the bid with serious unbalanced rates after considering the above, the Bidder shall be required to provide additional differential security in addition to the performance security equivalent to the difference between the estimated and quoted price to a maximum of ten percent (10%) of the quoted price, to protect DHPL against any financial loss in the event of default of the successful Bidder under the Contract. If the prices of all the received bids are abnormally high in the discretion of the DHPL, then the DHPL may seek justification from the bidder for the high rates and if necessary negotiate with the lowest evaluated bidder and may reject the bids if considered to be abnormally higher than the estimated cost.

ITB.35.11. The basic consideration and the essence of the Contract shall be the strict adherence to the time schedule, as specified in the SCC, for completion of the Delivery of Goods covered in the Contract after the Commencement Date. No credit will be given for earlier completion for the purpose of evaluation.

ITB.35.12. DHPL reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for DHPL shall not be taken into account in Bid evaluation.

ITB.35.13. If BDS so specifies, DHPL may grant a margin of preference to goods manufactured in the Kingdom of Bhutan for the purpose of bid comparison, in accordance with the procedure outlined in ITB.35.13.1. To avail a margin of preference, the Bidder shall provide a value addition certificate from Ministry of Economic Affairs.

ITB.35.13.1. Bids may be classified in one of the three groups as follows:

a) Group A: Goods shall be considered to be of Bhutanese Origin based on the percentage of value addition as prescribed by Ministry of Economic Affairs, Bhutan.

b) Group B: All other bids offering Goods manufactured in Bhutan[1]

c) Group C: Bids offering Goods manufactured outside Bhutan that have been already imported or that will be imported.

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[1] Bids offering goods manufactured in Bhutan, for which (i) labour, raw materials and components form within the country accoun t for less than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission

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ITB.35.13.2. The price quoted for goods in bids of Group A and B shall include all duties and taxes paid or payable on the basic materials or components purchased in the domestic market or imported but shall exclude the sales and similar taxes on the finished product. The price quoted for goods in bids of Group C shall be on CIF or CIP (place of destination), which is exclusive of customs duties and other import taxes already paid or to be paid. The first step, all evaluated bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bids shall be compared with each other and if, as a result of this comparison, a bid from Group A or Group B is the lowest, it shall be selected for the award.

ITB.35.13.3. If as a result of preceding comparison, the lowest evaluated bid is a bid from Group C, the lowest evaluated bid from Group C shall be further compared with the lowest evaluated bid from Group A after adding to the lowest evaluated price of goods offered in the bid from Group C, for the purpose of this further comparison only, an amount equal to ten (10) percent of the CIF or CIP bid price. The lowest evaluated bid determined form this last comparison shall be selected for the award.

Illustration 1:

Suppose against a tender, DHPL received 6 bids from following group:

	Group-A	Group-B	Group C
Bidder-I	100		
Bidder-II	103		
Bidder-III		104	
Bidder IV			105
Bidder V			105
Bidder VI			109

In the first step, all evaluated bids in each group shall be compared to determine the lowest bid in each group. So, Bidder-I, Bidder-III and Bidder-V are selected from the Group-A, Group-B and Group-C respectively based on the lowest bid in each group. Among the lowest bid of each group, Bidder-I of Group A is the lowest, it shall be selected for award.

Illustration 2:

Suppose against a tender, DHPL received 6 bids from following group:

	Group-A	Group-B	Group-C
Bidder-I	100		
Bidder-II	103		
Bidder-III		104	
Bidder IV		105	
Bidder V			99
Bidder VI			105

In the first step, all evaluated bids in each group shall be compared to determine the lowest bid in each group. So, Bidder-I, Bidder-III and Bidder-V are selected from the Group-A, Group-B and Group-C respectively based on the lowest bid in each group. Among the lowest bid of each group, Bidder-

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V of Group C is the lowest, then Bidder-V will compare with Bidder I (Lowest bidder of Group) after adding the mark-up 10% on Bid price of Bidder V of Group C.

	Group A		Group C
Bidder 1	100		
Bidder-V			99
Add mark-up 10%			9.9
Total Bid Price for comparison		100	108.9

The lowest evaluated bid (Bidder-I) determined from this comparison shall be selected for the award.

ITB. 36. Post-qualification of the Bidder

ITB.36.1. DHPL will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive Bid is qualified in terms of the requirements stipulated in BDS and have capacity and capability to perform the Contract.

ITB.36.2. The determination shall be based upon an examination of the documentary evidence, including its authenticity, of the Bidder's qualifications and capacity & capability, submitted by the Bidder as per Form: 6A to 6C of Section IV as well as such other information as the DHPL deems necessary and appropriate.

ITB.36.3. An inspection of Bidders' factories, if required prior to award of the Contract may be carried out by DHPL or its designated agency. DHPL shall notify in advance of the date in writing on which the inspection will be made. The cost of the inspection shall be borne by DHPL.

An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event DHPL will proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily based on prescribed qualification requirements.

ITB. 37. DHPL's Right to Accept any Bid and to Reject any or all Bids

ITB.37.1. DHPL reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders or any obligation to inform the affected Bidders of the grounds for such action of the DHPL.

F. AWARD OF CONTRACT

ITB. 38. Award Criteria

ITB.38.1. DHPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and lowest evaluated Bid based on Bid evaluation and the Bidder meets the standards of capability and financial resources as provided in the Bidding Documents. DHPL shall be the sole judge in this regard.

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ITB. 39. Notification of Award

ITB.39.1. Prior to expiry of the period of Bid validity, DHPL shall notify the successful Bidder, by a notification of award or in the form of letter of intent / letter of award in writing, that its Bid has been accepted indicating the contract price. The successful bidder shall return a copy of the notification of award to DHPL after duly recording "Accepted Unconditionally" under the signature of the authorised signatory within seven (7) days of the date of notification of award.

ITB.39.2. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract between the successful Bidder and DHPL.

ITB.39.3. Upon the successful Bidder's furnishing of the performance security pursuant to ITB. 42. DHPL will promptly notify each unsuccessful Bidder and will return its Bid Security.

ITB. 40. Debriefing by DHPL

ITB.40.1. On receipt of DHPL's Notification of Award referred to in ITB.38.1, an unsuccessful bidder has three (3) working days to make a written request to DHPL for a debriefing. DHPL shall provide a debriefing to all unsuccessful bidders whose request has been received within this deadline.

ITB.40.2. Where a request for debriefing has been received within the deadline, DHPL shall provide a debriefing within five (5) working days.

ITB.40.3. DHPL shall discuss only such Bid and not the bids of other competitors. The debriefing shall not include:

a) point-by-point comparisons with another Bid; and

b) information that is confidential or commercially sensitive to other Bidders.

ITB.40.4. 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.

ITB. 41. Signing of Contract Agreement

ITB.41.1. Upon accepting the unconditional "Letter of Award", the successful bidder will submit the Performance Security to DHPL within thirty (30) days of Letter of Award.

ITB.41.2. Once the Performance Security is received DHPL shall send the successful Bidder the Contract Agreement as per Form 2 of Part 2-section VII.

ITB.41.3. Within thirty (30) days of receipt of the Contract Agreement, the successful Bidder shall sign, date and return it to DHPL.

ITB.41.4. Notwithstanding ITB.41.1 above, in case signing of the Contract Agreement is prevented by any export restrictions, attributable to DHPL, to the Kingdom of Bhutan, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/Goods, systems or services, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder can demonstrate to the satisfaction of DHPL that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and/or licenses



necessary for the export of the products/Goods, systems or services under the terms of the Contract.

ITB. 42. Performance Security

ITB.42.1. The successful Bidder shall submit the performance security equal to ten percent (10%) of the contract price in accordance with BDS. The performance security shall be valid till thirty (30) days beyond the end of the warranty period. The DHPL reserves the right to verify independently the genuineness of the Performance security from the issuing bank or a correspondent bank of such issuing bank in the Kingdom of Bhutan.

ITB.42.2. The performance security shall be submitted in any of the following forms:

a) irrevocable bank guarantee in the form provided for in Section VII, Contract Forms, or

b) cash warrant, or

c) demand draft.

ITB.42.3. Failure of the successful Bidder to submit the above-mentioned performance security or accept the award or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security. In that event DHPL may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by DHPL to be qualified to perform the Contract satisfactorily or call for fresh bids.

ITB.42.4. The validity of the Performance Security shall be extended by the successful bidder whenever any time extension for contract completion is granted by DHPL.

ITB.42.5. If the supplier fails to remedy any reported defect within the Warranty Period, the DHPL shall be entitled to remedy the defect at the expense of the successful Bidder and appropriate the cost of such remedying defects out of the Performance Security.

ITB.42.6. The performance security will be returned to the Contractor within thirty (30) days after the expiry of the Warranty Period.

G. VENDOR RATING SYSTEM

ITB. 43. Vendor Rating System

ITB.43.1. Vendor rating is the measurement of suppliers' performance using criteria or key performance indicators (KPIs).

ITB.43.2. The purpose of this system is to enable DHPL to evaluate supplier's performance to ensure best suppliers are considered for the procurement of goods and its related services. It is also to develop and maintain good working relationship with the suppliers which in turn shall benefit both DHPL and the suppliers.

ITB.43.3. The vendor shall sign and submit Form 14: Vendor Rating System Acceptance along with their bid



SECTION II – BID DATA SHEET

SECTION II – BID DATA SHEET

The following Bid specific data for the Goods to be procured shall amend and/or supplement the clauses in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

ITB Clause Reference	Data
	A. INTRODUCTION
ITB.2.1	DHPL intends to finance this procurement through: **Internal sources**
ITB.5.4	In the case of a Bidder not doing business within the Kingdom of Bhutan, the Bidder will be (if awarded the Contract) represented by an agent in the Kingdom of Bhutan, who shall be a legal entity, equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Technical Specifications. **Not Applicable**
ITB.8.1	Whether Joint Venture Bids are permitted: **No**
ITB.4.8	At the end of the ITB.4.7. sub-clause, add the following provision: ***In addition to the application of National Fraud and Corruption, the World Bank's Anti-Corruption Guidelines will also apply for procurement of this good, as set forth in Section IV- Bidding Form, Form 15.***
ITB.5.1	Eligibility of Bidders: Domestic Bidders.
	B. THE BIDDING DOCUMENTS
ITB.11.1, ITB.11.4 and ITB.13.1	Clarifications on Bidding Documents may be obtained from Name: Bikash Gurung Designation: Assistant Engineer, Contracts and Procurement Division Address: Dorjilung Hydro Power Limited, Gyalpozhing, Mongar, Bhutan E-mail: bikash.gurung@dorjilung.bt Date & Time up to which clarification requests will be received: Date: **27/11/2026** Time (Bhutan Time):17:00 hrs.
ITB.17.1.2d	Deviation to any of these clauses anywhere in the bid shall not be permitted: i. Governing Laws (GCC.8) ii. Settlement of Disputes (GCC.9) iii. Performance Security (GCC.21) iv. Patent Indemnity (GCC.25) v. Warranty (GCC.27)

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ITB Clause Reference	Data
	vi. Limitation of Liability (GCC.28) vii. Delivery Schedule (GCC.32)
ITB.12.1	Pre-bid Meeting: **Not applicable**
C. PREPARATION OF BIDS	
ITB.16.1 and ITB.16.2	Alternative Bids shall be permitted. **No**
ITB.17.1.2 (g) and ITB.36.1	The following Qualifying Requirement has to be met by the Bidder: **A: Financial Requirements: Not Applicable.** **B: Technical Requirements: As per the Technical Specifications attached in Section III of the Bidding Document.**
ITB.17.1.2 (o)	The Bidder shall submit with its Bid the following additional documents: **None**
ITB.19.1	The Bid Price shall be: **Exclusive of Goods and Services Tax (GST) which shall be borne by the DHPL if applicable**
ITB.19.4	The Incoterms edition is: **2020 edition published by ICC**
ITB.20.1	The prices quoted by the Bidder shall be adjustable: **No**
ITB.21.1	The Currencies of Bid shall be: **BTN (Ngultrum)**
ITB Clause Reference	**Data**
ITB.22.1	The Bid shall be valid till: **02/02/ 2027**
ITB.23.1	The amount and currency of the Bid Security is: BTN: 41,000.00
ITB.23.2(e)	The Bid Security shall be valid till: **02/03/2027**
ITB.24.1	In addition to the original of the Bid, the number of copies of Bid required shall be: **Nil**
D. SUBMISSION OF BIDS	

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ITB.25.2	Bids to be addressed to and submitted to: Name: Darjay Wangdi General Manager, Contracts and Procurement Division Dorjilung Hydro Power Limited Gyalpozhing, Mongar, Bhutan. E-mail: darjay.wangdi@dorjilung.bt Date & Time (Bhutan Time) up to which Bids will be received: Date:02/12/**2026** Time:**1500 hrs.**
ITB.25.3	Bids shall be deposited in a sealed Tender Box when delivered by hand: **No**
ITB.25.4	The Mode of Tendering is: **Single Stage Single Envelope**

ITB Clause Reference	Data
ITB.25.4.1	**1. Single Stage Single Envelope** **Superscript of Cover Envelope:** *"CONFIDENTIAL"* *Bid for* supply is to design, Manufacture and supply of Fire tender *bearing ….[NIT No. & Date]…..* *Name and address of Bidder : ……..* *Not to be Opened Before Due Date for Opening on:……[date & time]……..* Addressed to: Name: Darjay Wangdi General Manager, Contracts and Procurement Division Dorjilung Hydro Power Limited Gyalpozhing, Mongar, Bhutan. E-mail: darjay.wangdi@dorjilung.bt **Superscript of Envelope 1:** *"Bid Security for ….[NIT No. & Date]….."* *Name of Bidder:.....* **Superscript of Envelope 2:** *Bid for bearing* supply is to design, Manufacture and supply of Fire tender *….[NIT No. & Date]…..* *Name of Bidder: ……..* *Not to be Opened Before Due Date for Opening on:……[date & time]……..* Addressed to: Name: Darjay Wangdi General Manager, Contracts and Procurement Division Dorjilung Hydro Power Limited Gyalpozhing, Mongar, Bhutan. E-mail: darjay.wangdi@dorjilung.bt
ITB.25.5	Bidders ***shall not*** have the option of submitting their Bids electronically.
ITB.29.1	Bids' opening

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ITB Clause Reference	Data
	Venue: **Office of Dorjilung Hydro Power Limited, Gyalpoizhing, Mongar, Bhutan** Date: **02/12/2026** Time (Bhutan Time): **1530 Hrs.**
ITB.35.2 e) & ITB.35.7	The factors related to the characteristics, performance of the goods, and adjustment cost to be added to the bid price which is to be considered for Bid evaluation: **None**
ITB.35.8	Bidders *shall* be allowed to quote separate prices for each item of the package The evaluation shall be done for: **Individual item**
ITB.35.13	A margin of ten percent (10%) Domestic Preference shall apply: **Not Applicable**
ITB.42.1	The Performance Security shall be submitted in the form of: **an irrevocable Bank Guarantee issued by any Financial Institutions of Bhutan**

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SECTION III – TECHNICAL SPECIFICATIONS



SECTION III – TECHNICAL SPECIFICATIONS

1. Background about DHPL

Dorjilung Hydro Power Limited is located in Monggar Dzongkhag with some part of the reservoir in Lhuentse Dzongkhag. The project is located on Kurichhu which is one of the major tributaries of Drangmechhu river basin. The dam site is located at about 7 km downstream of Autsho town, Lhuentse at 27°23'32.24" N and 91°11'51.67" E with average river bed level of 768 masl and the underground powerhouse site is located near Lingmethang, Mongar at 27°15'46.22" N and 91°11'14.82" E.

2. Scope of Supply

The scope of supply shall comprise the supply and delivery of High-End Laptops and Desktop Equipment, including all associated accessories, licensed operating systems, warranty support, and other items specified in the technical specifications and price schedule.

3. Guaranteed Technical Particulars

The Bidder shall furnish the Guaranteed Technical Particulars/Parameters of the offered Goods in conformity with the technical specifications specified in this Section.

4. Technical Specifications

SN	Description	Specifications
1	High-End Laptop	**Make and Model:** Lenovo ThinkPad P16 Gen 3/Dell Pro Max 16 Plus/HP ZBookFuryG1i 16/Acer Predator Helios 16 AI **Processor:** Intel Core Ultra 9 processor **Memory (RAM):** 64 GB RAM **Graphics:** NVIDIA RTX PRO 4000-class graphics or better **Primary Storage:** 2 TB NVMe SSD **Display:** 16-inch IPS display, minimum WQXGA resolution (2560 × 1600) **Operating System:** Licensed Windows 11 Pro, 64-bit **Warranty:** Minimum 3-year manufacturer warranty, preferably onsite support
2	High End Desktop	**Model:** Acer/ Dell/Lenovo/Asus **Processor:** Intel Core U9 285, LGA, 2.5 GHz, 40 MB Cache, 65W **Memory (RAM):** 32 GB DDR5, 4800 MT/s, Non-ECC **Storage:** 1 TB M.2 PCIe NVMe SSD **Graphics:** NVIDIA A1000, 8 GB GDDR6 **Accessories:** Mini DisplayPort (mDP) to HDMI Cable **Operating System:** Windows 11 Pro **Monitor:** 27-inch QHD Monitor Standard Key board &Optical mouse **Warranty:** 3 Years Warranty
3	Desktop Type-I	**Model:** Acer/ Dell/Lenovo/Asus **Processor:** Intel Core Ultra 9, 24-core or equivalent high-performance processor **Memory (RAM):** 64 GB DDR5, expandable to at least 128 GB **Primary Storage:** 1 TB NVMe SSD for operating system and applications **Graphics:** Integrated graphics sufficient for document management;

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		dedicated GPU optional **Operating System:** Windows 11 Pro 64-bit, properly licensed **Monitor:** 27-inch IPS monitor, minimum QHD resolution (2560 × 1440) **Power backup:** UPS with suitable capacity for safe shutdown and data protection **Warranty:** Minimum 3-year onsite warranty, preferred
4	Laptop Type-I	**Model:** Acer/ Dell/Lenovo/Asus **Processor:**13th generation Intel R Core TM i5, 12-24 MB Cache, 10 Cores, base clock≥2 GHz **Operating System**: Windows 11Pro Licence English with Genuine OEM OS **Memory:** 16 GB, 2x8GB, DDR4 **Hard Drive:** M.2 512 GB Solid State Drive **Graphic:** Integrated Graphic **Wireless:** Min IntelR WiFi 6 **Warranty:** Minimum 3-year onsite warranty, preferred

SECTION IV – BIDDING FORMS



SECTION IV – BIDDING FORMS

Applicable Forms from this Bidding Forms section is to be submitted by the Bidder along with his Bid

Form 1: Bid Security (Bank Guarantee):

(On non-judicial stamp paper of the value relevant to the place of execution)

Bank Guarantee No. .....
Date.....

To

[DHPL's Name and Address]

Dear Sir/ Madam,

In accordance with NIT No. ....., M/s ..... having its Registered/Head Office at .....(here-in-after called the 'Bidder') wish to participate in the said Tender for .....*[Name of Tender]* .....

As an irrevocable bank guarantee against Bid Security for an amount of..... [*insert in words and figures*]*..... valid up to.....*[insert date@]* ..... is required to be submitted by the Bidder as a condition precedent for participation in the said Tender which amount is liable to be forfeited on the happening of any events mentioned in the Bidding Documents.

We, the .....*[Name & address of the Bank]* ..... having our Head Office at ..... (#) ..... guarantee and undertake to pay immediately on demand by the Dorjilung Hydro Power Limited (DHPL) or its authorized representative, the amount of .....*[insert in words and figures*]*..... without any reservation, protest, demand and recourse. Any such demand made by DHPL shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to .....(@).....If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s..... *[Bidder's Name]* .....on whose behalf this guarantee is issued.

All rights of DHPL under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by DHPL under this Guarantee against the Bank within thirty (30) days from the above mentioned expiry date of validity or, from that of the extended date.

In witness where of the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESSES:

1.

……
(Signature)

……
(Name)

……
(Official Address)

SIGNATURE OF AUTHORIZED SIGNATORY OF THE BANK

1.

……
(Signature)

……
(Name)

……
(Designation)

Authorized vide

Power of Attorney No:……

Date……

Authorized vide

Power of Attorney No:……

Date……

Note: 1. (*) Shall be as specified in the BDS.

(@)The Bid security shall be valid till the date as specified in BDS.

(#) Complete mailing address of the Head Office and issuing branch of the Bank to be given with fax no./telephone no. of the contact person

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Form 2: Certificate Regarding Acceptance of Important Conditions

(To be kept in Envelope II)

To

[DHPL's Name and Address]

Dear Sir/Madam,

With reference to our Bid dated.....for supply of ..... *[insert brief scope of supply]*.....against NIT No....., we hereby conform that we have read the provisions of following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulations of these clauses are acceptable to us and we have not taken any deviation to any of these clauses anywhere in the Bid:

[List of clauses to be inserted as per the BDS with clause reference number, heading of the clause and document number]

We further confirm that any deviation to the above clauses, found anywhere in our Bid, implicit or explicit, shall stand unconditionally withdrawn without any cost implication whatsoever to DHPL failing which the Bid security may be forfeited.

Sealed and Signed:

Note: The above certificate is to be submitted in the sealed envelope along with the technical bid. In the absence of this certificate the bid shall be rejected and returned.

Form 3: Integrity Pact Statement

1. **General:**

Whereas, Darjay Wangdi, General Manager, Contracts and Procurement Division, representing Dorjilung Hydro Power Limited (DHPL), hereinafter referred to as the **"Employer"** on one part, and.....*(Name of bidder or his/her authorized representative, with power of attorney)* representing M/s……(*Name of firm*), hereinafter referred to as the **"Contractor"** on the other part hereby execute this agreement as follows:

2. **Objectives:**

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

2.1. Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and

2.2. Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

3. Scope:

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

4. Commitments of the Employer:

The Employer Commits itself to the following: -

4.1. The Employer hereby undertakes that no officials of the Employer, 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.

4.2. The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.

4.3. Officials of the Employer, 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.

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

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

4.4. Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5. **Commitments of Bidders**

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

5.1. The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.

5.2. The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.

5.3. If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

6. Sanctions for Violation:

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

6.1. The breach of the IP or commission of any offence (forgery, providing false information, mis-representation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barment Rules.

6.2. The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.

7. Monitoring and Administration:

7.1. The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.

7.2. The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

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We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it.
The parties hereby sign this Integrity Pact at Gyelpozhing, Mongar on _____(date)_____.



Affix Legal Stamp

EMPLOYER

CID :

1	1	1	0	5	0	0	3	9	4	0

Witness: _____

Name: Bikash Gurung

CID :

1	1	8	0	3	0	0	1	3	1	5

BIDDER/REPRESENTATIVE

CID :

Witness: _____

Name:

CID :

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Form 4: Bidder's Information Form

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

Date: .....*[insert date of Bid submission]*.....

NIT No.: .....

1. Bidder's Legal Name:
2. Principal place of business of the bidder or each member of the JV:
3. In the case of a Joint Venture (JV) legal name of each party:
4. Bidder's or Each member of JV's Country of Registration:
5. Bidder's or Each member of JV's Year of Registration:
6. Bidder's or Each member of JV's Legal Address in Country of Registration:
7. Bidder's or Lead member of JV's Local Address in Bhutan (if any):
8. Bidder's or Each member of JV's Website Address:
9. Bidder's or Each member of JV's Business Activities:
10. Bidder's or Lead member of JV's Authorized Representative Information Name: Designation: Address: Telephone/Fax numbers: E-mail Address:
11. Bidder's or Lead member of JV's Authorized Representative in Bhutan (if any) Information Name: Designation: Address: Telephone/Fax numbers: E-mail Address:

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12. Country of Origin of Goods to be Supplied:
13. Port of Shipment and Country:
14. Status of the Bidder (check the box as applicable): ☐ Bidding Company ☐ Lead Member of the Joint Venture ☐ Agent of the Foreign Bidder
15. Attached are copies of the following original documents: *[check the box(es) of the attached original documents]* ☐ Latest Tax Clearance Certificate of Bidder named in 1 or 3 above (applicable for Bhutanese Bidders) or any other document to prove that the Bidder is tax compliant in the country of its registration (applicable for foreign bidders) ☐ Valid Trade License of Bidder named in 1 or 3 above (applicable for Bhutanese Bidders) ☐ Equity shareholding certificate of the Bidder duly certified by the statutory auditor of the bidder or each member of the JV. ☐ Certificate of Incorporation or Registration of Bidder named in 1 or 2 above ☐ Sales tax or any other tax registration certificate Bidder named in 1 or 2 above

Date :

Place :

Signature.....

Name.....

Designation.....

Seal.....

Form 5: Power of Attorney

(To be executed on non-judicial stamp paper of appropriate value)

KNOW ALL MEN BY THESE PRESENTS THAT WE, ……*[insert name of the Bidder]*……. a Company incorporated under the ……*[insert relevant statute of the country of incorporation]*……. and having its registered office at……*[insert address]* ……(hereinafter referred to as the "Bidder") having been authorized by the Board of Directors of the Company, inter alia, to execute contracts in the name of and for and on behalf of the Company. I *[insert name of the person giving the power of attorney]*……presently holding the position of ……*[insert designation of the person giving the power of attorney]*…… in the company do hereby constitute, appoint and authorize Mr.…… [*insert name, designation and residential address of the person to whom the power of attorney is being given]*……as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental for submission of our Bid against NIT No. ……., floated by DHPL. I hereby further authorize the above attorney for signing and submission of the Bid and all other documents, information related to the Bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the Bid and any other documents related to the Bid, and providing responses and representing us in all the matters before DHPL in connection with the Bid for the said Tender till the completion of the bidding process including signing of the contract.

I accordingly hereby nominate, constitute and appoint above named …. ..... severally, as my lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

WE do hereby agree and undertake to ratify and confirm whatever the said Attorney shall lawfully do or cause to be done under and by virtue of this power of Attorney and the Acts of Attorney to all intents and purposes are done as if I had done the same on behalf of the Company if these presents had not been made.

IN WITNESS whereof I, ……..have executed these presents this ……day of ……at ……..

EXECUTANT

Signature:……

Name:.....

Designation:.....……..

ACCEPTED:

Signature of Attorney:.....……

Name:.....……

Contracts & Procurement Division DHPP

Designation:……..……..

Signature of the Attorney Attested

……

EXECUTANT

Name……

Designation……

Office Seal……

Note: The Power of Attorney should be notarised as per applicable legal provisions in the country of the Bidder.

Form 6: Information for Meeting Qualification Requirement (QR)

NIT No.:.....
Bidder's Name & Address:
.....

To

[DHPL's Name and Address]

Dear Sir/Madam,

We seek qualification under NIT No..... and our qualification data in support thereof is enclosed in the following Forms:

1.	Form 6A	:	Details for meeting financial QR
2.	Form 6B	:	Details for meeting technical QR
3.	Form 6C	:	Capability Status

We further understand and agree that any misleading or false information furnished by us may result in summarily rejection of our Bid.

Date :

Place :

Signature.....

Name.....

Designation.....

Seal.....

Note: The Bidder shall enclose relevant documents like copies of authenticated letter of award, contracts, completion certificates etc. supporting the data and details provided in the Form 6A to 6C. In support of the financial information the audited accounts of the completed financial years shall be provided.

Form 6A: Details for Meeting Financial Qualification Requirement

NIT No.:.....
Bidder's Name & Address:
.....

To

[DHPL's Name and Address]

Dear Sir/Madam,

To satisfy the requirements stipulated in the Bidding Documents, we provide the following details.

We confirm that our average annual turnover during the preceding (insert no. of years) financial years as on date of Bid opening is not less than ……*[insert the amount as per NIT]* ..... In support of above, we are enclosing.....*[Balance Sheets and Profit & Loss Account duly certified by the statutory auditors, or Income Tax Return duly acknowledged by the tax department, or any other documents to be inserted as applicable]*……..

S No	Particulars	Amount in USD/BTN/INR	
1.	Financial Year: 20.. – 20…		
2.	Financial Year: 20.. – 20…		
3.	Financial Year: 20.. – 20…		
4.	Average Annual Turnover for the preceding (Insert no. of years) Financial Years as on date of Bid Opening.		
5	Net Worth as at the end of the financial year immediately preceding the date of Bid opening		
6.	*[insert if this is one of the parameter for financial qualification]*Details of Credit Facilities as on date of Bid opening[insert as applicable]	Sanctioned Limits	Available Limits
	a. BG Limits		
	b. LC Limits.		
	c. Overdraft/ Cash credit Limits		
7	We have enclosed certificate from the Banks in support of the available limits of the credit facilities	Yes/No	

Date :

Place :

Signature.....

Name.....

Designation.....

Seal.....

Note:

i. *If the accounting currency of the Bidder is other than USD, they will convert their figures of Annual Turnover at the TT selling exchange rate as at the end of the respective financial year or the last available exchange rate announced by the Royal Monetary Authority of (RMA) the Kingdom of Bhutan (www.rma.org.bt), or, in absence of such exchange rate, the Bidder shall adopt the exchange rate announced by the Central Bank of their respective country, and furnish the details of calculations.*

ii. *Other income shall not be considered for calculation of Annual Turnover.*

Form 6B: Details for Meeting Technical Qualification Requirement

(May be modified as per the requirements specified in the BDS)

NIT No.:.....
Bidder's Name & Address:
.....

To

[DHPL's Name and Address]

To satisfy the requirements stipulated in Bidding Documents, we provide the following details.

List of similar orders for similar type and quantity of Goods covered in the NIT No.....dated....., executed in last three (3)* years:

Sl. No.	Owner/ Client	Scope of Supply	Quantity	Order Value	Completion date of the order

** Bidders can choose to mention assignments executed prior to the last 3 years relevant for meeting the Qualification Requirements*

Date :
Place :

Signature.....
Name.....

Seal.....

Note:

- *Continuation sheets of like size and format may be used and annexed to this Form if required.*
- *Relevant client certificates or any other documents to be furnished to justify the above data (including Purchase Orders and corresponding deliver, challans , etc.)*

Form 6C: Capability Status

NIT No.:.....

Bidder's Name & Address:

.....

To

[DHPL's Name and Address]

We provide the following details to conform that we have sufficient capacity to execute the supply of Goods covered in the NIT:

Orders in Hand		
i	Total value of Orders pending	
ii	Value of orders completed out of above value up to….[insert financial year]….	
iii	Value of anticipated work to be done in the following ……Financial Years:	

Details of orders in hand are as follows:

S No	Owner/ Client	Scope of Supplies	Order Value	Schedule Time of Delivery	Value of Outstanding Supplies	Estimated Completion date

Sealed and Signed

Note: Continuation sheets of like size and format, may be used and annexed to this Form if required.

Form 7: Affidavit/ Self-declaration Regarding Eligibility of Bidders

(To be executed on non-judicial stamp paper)

I, ……*[insert title/ designation]*…… the duly authorized representative of ……*[insert name of the Bidder]*..... hereby confirm that I possess the legal authority to make this Affidavit/ Declaration on behalf of the Bidder.

I solemnly declare and affirm that to the best of my knowledge, information, and belief, the above Bidder:

a) Is not insolvent or is not in receivership or is not a bankrupt or is not in the process of being wound up, or has not entered into an arrangement with creditors; or,
b) Have not been found guilty of professional misconduct by any Competent Authority as per law; or,
c) Have fulfilled the obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which the Bidder is established or of the Kingdom of Bhutan; or,
d) Have not been declared by DHPL to be ineligible for participation in tenders on account of any fraud and/or corruption in competing or executing a Contract; or,
e) Have not been debarred from participation in any public procurement by any Competent Authority as per law.

Further, I also declare that the affairs of the Bidder are not being administered by a court, judicial officer or by an appointed liquidator; and the company has not suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of the country in which the Bidder is established or of the Kingdom of Bhutan.

Verified on this …… day of …….. of the year…….. that the particulars furnished above are true and correct to the best of my knowledge and belief and nothing in material have been concealed or misrepresented.

Sealed and Signed……

Form 8: Manufacturer's Authorization Form

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

NIT No.:.....

To

[DHPL's Name and Address]

WHEREAS

We .....*[insert complete name of the Manufacturer]* ....., are official manufacturers of.....*[insert type of Goods manufactured]*....., having factories at ..... *[insert full address(es) of the Manufacturer's factory/ies]*....., do hereby authorize..... *[insert complete name of Bidder]*.....to submit a Bid in relation to the NIT No. ..... dated....., and supply the following Goods, manufactured by us, namely.....*[insert name and/or brief description of the Goods]* ..... , and subsequently to negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with GCC.27, with respect to the Goods offered by the above firm.

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

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

Designation..... *[insert designation(s) of the authorized representative(s) of the Manufacturer]*.....

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

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

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

Designation: .....*[insert designation(s) of the authorized representative(s) of the Bidder]*.....

Dated: .....day of.....20.....

Form 9: Form of Joint Venture Agreement : Not applicable

(*On non-judicial stamp paper of appropriate value to be purchased in the name of Lead Member of the Joint Venture*)

THIS Joint Venture Agreement is executed on this …….day of……. year and …….. between M/s…….. a company incorporated under the laws of.....(*insert the name of country under the laws of which the company is incorporated for all the members*)…… ……. and having its Registered Office at …… (herein after called the "Lead Member" which expression shall include its successors, executors and permitted assigns), M/s ..... a company incorporated under the …….. and having its Registered Office at……(hereinafter called the "Member" which expression shall include its successors, executors and permitted assigns) and M/s .....a company incorporated under the …….. and having its Registered Office at.....(hereinafter called the "Member" which expression shall include its successors, executors and permitted assigns) for the purpose of making a Bid and entering into a Contract (in case of award) against the NIT No.: ……for executing the supply of .....to Druk Green Power Corporation Limited incorporated under the Companies Act of 2000 of the kingdom of Bhutan having its Registered Office at …… which expression shall include its successors, executors and permitted assigns (hereinafter called DHPL).

WHEREAS the Bidding Documents stipulates that a Joint Venture of two or more firms as members, meeting the requirement of ITB. 8, as applicable may Bid, provided the Lead Member and other Members if so specified fulfils all financial & technical qualification requirements and all members of the JV meet the eligibility requirements as specified in the Bidding Documents and in such a case, the Bid shall be signed by the Lead Member of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

NOW THIS INDENTURE WITNESSETH AS UNDER:

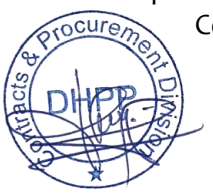
In consideration of the above premises and agreements all the Members to this Joint Venture do hereby now agree as follows:

1. In consideration of the award of the Contract by DHPL to the Joint Venture, we, the Members to the Joint Venture do hereby agree that M/s.....shall act as Lead Member and further declare and confirm that we shall jointly and severally be bound unto DHPL for the successful performance of the Contract and shall be fully responsible for the supply of Goods in accordance with the Contract.

2. The Lead Member is hereby authorized by the Members of the Joint Venture to bind the Joint Venture with respect to the Contract as may be awarded by DHPL and to receive instructions for and behalf of all the Members of the Joint Venture.

3. It is hereby agreed that the Lead Member shall furnish the Bid security as stipulated in the Bidding Documents on behalf of the Joint Venture.

4. In case of any breach of the said Contract by the Lead Member or other Member(s) of the Joint Venture agreement, the Member(s) do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.



5. Further, if DHPL suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performance guaranteed as per the specification in terms of the Contract, the Member(s) of these presents undertake to promptly make good such loss or damage caused to DHPL, on its demand without any demur. It shall not be necessary or obligatory for DHPL to proceed against Lead Member to these presents before proceeding against or dealing with the other Member(s).

6. The financial liability of the Member of this Joint Venture agreement to DHPL, with respect to any of the claims arising out of the performance or non- performance of the obligations set forth in the said Joint Venture agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Members of the Joint Venture agreement.

7. It is expressly understood and agreed between the members to this Joint Venture agreement that the responsibilities and obligations of each of the Members shall be as delineated in Appendix-I *(*To be incorporated suitably by the Members)* to this agreement. It is further agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Members under this Contract.

8. It is clearly agreed that the Lead Member shall ensure performance under the Contract and if one or more of the Members fail to perform its respective obligations under the Contract, the same shall be deemed to be a default of all the members of the Joint Venture.

9. It is hereby expressly agreed between that members to this Joint Venture that neither member shall assign or delegate its rights duties or obligations under this agreement except with the prior written consent of DHPL.

10. This Joint Venture agreement shall be construed and interpreted in accordance with the laws of the (insert applicable law and jurisdiction) shall have the exclusive jurisdiction in all matters arising thereunder.

11. In case of an award of a Contract, We the Members to the Joint Venture agreement do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance Security from a bank in favour of DHPL in the forms acceptable to DHPL for value of ten percent (10%) of the Contract Price. It is further agreed that the Joint Venture agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till completion of the Contract. It shall be effective from the date first mentioned above for all purposes and intents.

12. We undertake that the Joint Venture agreement shall not be modified or amended without the written permission from DHPL.

IN WITNESS WHEREOF, the Members to the Joint Venture agreement have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

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1 For lead Member

(Signature of authorised representative)

Signature …….

Name ……..

2 For other Member

(Signature of authorised representative)

Signature …….

Name ……..

Designation …….

WITNESSES:

1.…….

(Signature)

Name …….

Official Address.....

2. …….

(Signature)

Name …….

Official Address.....

Form 10A: Deviations Schedule of Technical Bid

NIT No.:.....

Bidder's Name & Address:

.....

To

[DHPL's Name and Address]

The following are the deviations and variations from and exceptions to the terms, conditions and specifications of the bidding documents for ….*[Name of Supply]*.....These deviations and variations are exhaustive. We shall withdraw the deviations proposed by us in this Form at the cost of withdrawal indicated in the financial bid, failing which our bid may be rejected and bid security forfeited.

We confirm that except for the deviations and variations stated in this Form to our bid, the entire supply shall be executed as per specifications and conditions of the bidding documents without any extra cost to DHPL, irrespective of any mention to the contrary anywhere else in the bid, failing which our bid may be rejected and bid security forfeited.

Further, we agree that additional condition, deviation, if any, found in the bidding documents other than those stated in this Form, save those pertaining to any rebates offered, shall not be given effect to.

Section / Clause No	Page No.	Statement of Deviations

Date :

Place :

(Signature).....

(Printed Name).....

(Designation).....

(Seal).....

Note: Continuation sheets of like size and format may be used and annexed to this Form if required.

Form 10B: Deviation Schedule of Financial Bid

(The deviation mentioned in the schedule shall be the same deviation as mentioned in Form 10A and submitted along with technical bid. Additionally, only the cost of withdrawal, if any, shall be mentioned against each deviation)

NIT No.:.....

To

[DHPL's Name and Address]

Bidder's Name & Address:

.....

The following are the deviations and variations from and exceptions to the terms, conditions and specifications of the Bidding Documents for procurement of……. *[Insert brief description of Supply]*.....These deviations and variations are exhaustive. We are furnishing below the cost of withdrawal for the deviations and variations stated in this Form. We shall withdraw the deviations proposed by us in this Form at the cost of withdrawal indicated herein, failing which our Bid may be rejected and bid security forfeited.

We confirm that except for the deviations and variations stated in this Form to our Bid, the entire supply shall be executed as per specifications and conditions of the Bidding Documents without any extra cost to DHPL, irrespective of any mention to the contrary anywhere else in the Bid, failing which our
Bid may be rejected and Bid security forfeited.

Further, we agree that additional condition, deviation, if any, found in the Bidding Documents other than those stated in this Form, save those pertaining to any rebates offered, shall not be given effect to.

Section / Clause No	Page No.	Statement of Deviations	Cost of withdrawal

Date :

Place :

(Signature).....

(Printed Name).....

(Designation).....

(Seal).....

Note: Continuation sheets of like size and format may be used and annexed to this Form if required.

Form 11: Additional Information (If any)

NIT No.:.....

Bidder's Name & Address:

.....

To

[DHPL's Name and Address]

Dear Sirs,

Following are the additional information in addition to the information already provided.

S.No	Description of Information	Reference to Bidding documents	Reference to Bid Proposal

Date :

Place :

Signature.....

Name.....

Designation.....

Seal.....

Note: *Continuation sheets of like size and format may be used as per Bidders requirements and shall be annexed to this Form.*

Form 12A: Bid Submission Form for Technical Bid

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

Date: .....*[insert date of Bid submission]*.....

NIT No.: .....

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

To: *[DHPL's Name and Address]*

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents with NIT No:....., including subsequent amendments.....*[insert date and number]*..... and clarifications..... *[insert date and number]*....., if any;

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the BDS, the following Goods.....*[insert a brief description of the Goods]*..... ;

(c) We have read the ITB and GCC carefully and understood the obligations of the DHPL fully and agree to comply with all the clauses which are mentioned therein. In case of any breach of any condition on our part, we shall be liable for actions as per terms and conditions of the Contract including the rejection of the bid and termination of the Contract if awarded.

(d) In line with the requirement of the Bidding Documents we enclose herewith the following Attachments to the Bid Form:

i. Bid Security in the form of .....*(insert the alternative chosen)*..... for a sum of.....*(insert currency and amount in words & figures)*..... valid till.....*(insert date)*..... As required, the Bid Security has been furnished in a separate sealed envelope;

ii. **Integrity Pact Statement** duly executed by Bidder;

iii. **Latest Tax Clearance Certificate** from the tax authority of the respective country or any other equivalent document to confirm that we are tax compliant in the country of its incorporation;

iv. **Valid Trade License** (for Bhutanese Bidders);

v. **A certificate regarding acceptance of important conditions** of the Bidding Documents as per the form provided with the Bidding Document.

vi. **Bidder's Information Form, i**ncluding Certificate of Incorporation as an evidence of a legal entity (for International Bidders);

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vii. **A Power of Attorney**, in original, authorising that the person(s) signing the Bid has/have the authority to sign the Bid and to make the Bid binding upon us as per the form provided with the Bidding Document;

viii. **Documentary evidence** establishing that we are qualified to perform the Contract if our Bid is accepted as per the requirements specified in the Bidding Document. The qualification data has been furnished as per your format enclosed with the Bidding Documents;

ix. **An affidavit or self -declaration** form affirming our eligibility as per the form provided with the Bidding Document;

x. **Manufacturer's Authorization** to demonstrate that we have been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Kingdom of Bhutan (applicable only in cases where the Bidder is not a manufacturer himself);

xi. **The Joint Venture Agreeme**nt establishing that we have entered into a joint venture with other members to perform the contract;

xii. **Technical drawings and documentation** including Guaranteed Technical Particulars/Parameters;

xiii. Vendor Rating Acceptance Form

xiv. The variations and deviations from the technical and commercial requirements of the Bidding Documents in your enclosed format with the Bidding Documents;

(e) We understand that this Bid, together with your written acceptance thereof included in your notification of award and our unconditional acceptance of letter of intent, shall constitute a binding Contract between us, until a formal Contract is prepared and executed.

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

(g) My/Our Bid shall be valid for a period till.....*[insert date]*..... in accordance with ITB.26.1, and it shall remain binding upon us and may be accepted at any time before expiry of that period;

(h) If my/our Bid is accepted, I/we commit to provide a Performance Security in accordance with ITB. 42 and GCC.21 for the due performance of the Contract;

(i) We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with ITB. 16;

(j) We have nationality from eligible countries, viz: *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a JV]*

(k) We have no conflict of interest pursuant to ITB.5.2

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

In the capacity of .....*[insert legal capacity of person signing the Bid Submission Sheet]*....

Name: .....*[insert complete name of person signing the Bid Submission Sheet]*.....

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

Dated: .....day of.....20.....

Form 12B: Financial Bid Submission

Date: .....*[insert date of Bid submission]*.....

Name of Contract:.....

NIT No.: .....

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

To: *[DHPL's Name and Address]*

Dear Sir,

1. Having examined the Bidding Documents with NIT No:……., including subsequent amendments ..... and clarifications....., if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer to supply the goods under the above-named package in full conformity with the said Bidding Documents for the sum (excluding all taxes and duties indicated by us in Price Schedule No. 6) of:

……..…… .....
(Amount in Foreign Currency in Words and Figures)

and

……..…… .....
(Amount in Local Currency in Words and Figures)
And
Amount in Indian currency in words and figures

or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2. Attachments to the Bid Submission Form:
We enclose herewith all the supporting documents along with the Bid Submission Form in line with the requirement of ITB 17:

   a. The Form 10 of Section IV A attached to the technical bid wherein the deviations from the terms, conditions and technical specifications of the Bidding documents are mentioned, have now been priced and the additional price for withdrawal of the deviations have been included in the deviation schedules of Form 10 B of Section IV A of the Bidding Documents.;

3. In line with the requirements of the Bidding Documents, we enclose here with the following Price Schedules, duly filled-in as per your pro-forma in envelop as part of our financial Bid

3.1. Schedules:

Price Schedule No. A	:	Goods and mandatory spares to be supplied from third countries
Price Schedule No. B	:	Goods and mandatory spares manufactured or fabricated within the Kingdom of Bhutan.
Price Schedule No. C		Goods and mandatory spares manufactured or fabricated in India
Price Schedule No. D	:	Local Transportation, inland transit insurance and other local costs incidental to Delivery of the Goods including mandatory spares
Price Schedule No. E	:	Related Services
Price Schedule No. F	:	Grand Summary (Aggregate of Schedule A, B, C , D and E)

3.2. We are aware that the Price Schedules do not generally give a full description of the work to be performed under each item and we shall be deemed to have read the Technical Specifications, Drawings and other Sections of the Bidding Documents to ascertain the full scope of work included in each item while filling in the rates and prices. We agree that the entered rates and prices shall be deemed to include the full scope as aforesaid, including overheads and profit.

3.3. We declare that prices left blank in the Schedules will be deemed to have been included in the prices of other items. The TOTAL for each Schedule and the TOTAL of Grand Summary shall be deemed to be the total price for supply of Goods in complete accordance with the Contract, whether or not each individual item has been priced.

3.4. My/Our Bid shall be valid for a period till.....*[insert date]* ..... in accordance with ITB.26.1, and it shall remain binding upon us and may be accepted at any time before expiry of that period;

3.5. If my/our Bid is accepted, I/we commit to provide a Performance Security in accordance with ITB. 42and GCC.21 for the due performance of the Contract;

3.6. We are not participating, as Bidders, in more than one Bid in this bidding process, other than any alternative offers submitted in accordance with ITB. 16;

3.7. We have nationality from eligible countries, viz: *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a JV]*

3.8. We have no conflict of interest pursuant to ITB.5.2;

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4. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of Agent	Amount & Currency	Purpose of Commission or Gratuity

The agency commission will be paid to the Bidder's agent in Bhutan in Ngultrum, if the Bid currency is other than INR/BTN then equivalent Nu using the TT selling exchange rate on the date of Technical bid opening or of any immediate preceding date prior to the date of technical bid opening announced by the Royal Monetary Authority of (RMA) the Kingdom of Bhutan (www.rma.org.bt), and such remuneration shall not be subject to any escalation or any further exchange rate variation.

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

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

7. We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Yours faithfully

Date :

Place :

(Signature).....

(Printed Name).....

(Designation).....

(Seal).....

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Form 13: Price Schedule

Item SN	Description	Quantity	UoM	Unit Price (BTN)	Total Price (BTN)
a	b	d	e	f	g= d x f
1	High-End Laptop as per technical specifications	2	No		
2	High End Desk Top as per technical specifications	2	No		
3	Desktop Type-I as per technical specifications	3	No		
4	Laptop Type-I as per technical specifications	5	No		
	Total Amount (BTN)				

Total Price of Price Schedule : BTN…… [in words]……

Sealed and Signed .....

Form 14: Vendor Rating System Acceptance

To

[DHPL's Name and Address]

Dear Sir/Madam,

With reference to our Bid dated.....for supply of ..... *[insert brief scope of supply]*.....against NIT No....., we hereby conform that we have read the provisions in ITB. 43 regarding the Vendor Rating System and we hereby agree to abide by the provisions in the Vendor Rating System or do affirm as follows:

1. We agree to abide by all the provisions in the VRS.

2. If our bid is accepted, we agree to be assessed as per the vendor rating methodology adopted by DHPL.

3. We accept the rating of Vendor Rating System depending on our performance and any action hereof.

4. We shall be liable for any breach of this undertaking and non- compliance to the provisions of VRS.

Sealed and signed

Form 15: Fraud and Corruption (WB)

(It shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of

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the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[4] (ii) to be a nominated5 sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[6] all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

[4] For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

[5] A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

[6] Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact -finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and makin g copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

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SECTION V – GENERAL CONDITIONS OF CONTRACT

SECTION V – GENERAL CONDITIONS OF CONTRACT

A. CONTRACT AND INTERPRETATION

GCC.1. Definitions

GCC.1.1. The following words and expressions shall have the meaning hereby assigned to them.

a) "Affiliate" means business concerns, organizations, or individuals that control each other or that are controlled by a common third party. Control may include shared management or ownership, common use of facilities, equipment and employees or family interest;

b) "Bid" means an offer to supply Goods in accordance with the terms and conditions set out in the Bidding Documents inviting such offers. The term "Tender" is synonymous with the term "Bid";

c) "BDS" means the Bid Data Sheet;

d) "Bidder" means an eligible legal entity or Joint Venture that participates in a competitive bidding process governed by the Bidding Documents; the terms "Bidder" and "Tenderer" are synonymous;

e) "Bidding Documents" means the set of documents issued by DHPL to potential Bidders in which the specifications, terms and conditions of the proposed procurement are prescribed. The terms "Bidding Documents", "Tender Documents" and "Bid Documents" are synonymous;

f) "Commencement Date" means the date of notification of award/ letter of acceptance or any other date specified therein;

g) "Contract" means a formal agreement in writing entered into between DHPL and the Supplier on mutually agreed terms and conditions including the Contract Documents referred therein and amendments thereto pursuant to the Letter of Award issued by DHPL and accepted by the Supplier and which are in compliance with all the relevant provisions of the Governing Law of the Contract as per GCC.8; In absence of signing of such an agreement the purchase order issued by DHPL shall constitute a contract;

h) "Contract Document" means the documents referred in Contract agreement where such agreement is signed, or the Purchase Order and shall in particular, consist of documents specified in GCC.2.2 including any amendments thereto;

i) "Contract Price" means the price payable to the Supplier as specified in the Contract at the time of award, subject to such additions and adjustments thereto or deductions there from as may be made pursuant to the provisions of the Contract till the completion of the contract, the price so adjusted shall be termed as Executed Price;

j) "Day" means calendar day. However, "Working day" as used herein means all calendar days excluding Sundays and Government holidays in the Kingdom of Bhutan;

k) "DHHP, DHPL" means Dorjilung Hydro-electrical Power Project, Druk Green Power Corporation Limited including its successors and permitted assigns;

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l) "Delivery" means the transfer of the Goods from the Supplier to DHPL in accordance with the terms and conditions set forth in the Contract;

m) "Domestic Bidder" means any Bidder having nationality of Bhutan or group of legal entities, all members of the group having nationality of Bhutan. A legal entity shall be considered as having the nationality of Bhutan if it is registered within in Bhutan and constituted under and governed by the civil, commercial or public laws of Bhutan, and having its statutory office, central administration or principle place of business in Bhutan;

n) "Foreign Bidder" means any Bidder other than the domestic Bidder;

o) "GCC" means General Conditions of Contract;

p) "Goods" means all of the commodities, raw materials, machinery and equipment, and/or other materials, including any object in solid, liquid or gaseous form that has an economic utility or value and which can be exchanged or traded, and the services incidental to the supply of the Goods, and other obligations of the Supplier under the Contract;

q) "ITB" means Instructions to Bidders;

r) "Joint Venture" means an association of legal entities that pool their resources and skills to undertake a large or complex Contract in the role as a Supplier , with all legal entities (partners in the JV) being legally liable, jointly and severally, for the execution of the Contract in the event of a partner's withdrawal;

s) "Letter of Award" means the letter issued by DHPL conveying the acceptance of the bid of the successful bidder subject to such terms and conditions as may have been stated therein;

t) "Place of Delivery" means the place named in the SCC for Delivery of Goods;

s) "Price Schedule" means the schedules or any part or individual schedule thereof, submitted by the Bidder with his Bid and forming a part of the Contract;

(v) "RGoB" means the Royal Government of Bhutan;

(w) "SCC" means Special Conditions of Contract;

(x) "Sub-vendor" means any natural person, private or government entity, or a combination thereof, including its legal successors and permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the services incidental to the Delivery of Goods is subcontracted by the Supplier;

(y) "Supplier" means a legal entity, including the legal successors or permitted assigns of such entity, entering into a Contract with DHPL for the supply of Goods;

(z) "Warranty Period" means the period of validity of the warranties given by the Supplier commencing at completion of procurement of goods or a part thereof, if separate completion of the procurement of goods for such part has been provided in the Contract, during which the Supplier is responsible for defects with respect to the goods (or the relevant part thereof) as provided in GCC.27 hereof.

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GCC.2. Contract Documents

GCC.2.1. Subject to the order of precedence set forth in the Contract, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

GCC.2.2. The Contract Document shall consist of all the engineering data, drawings and descriptive materials submitted with the Bid, complete set of Bid and Bidding Documents, copies of all the correspondence with DHPL, and any other documents as may be specified by DHPL.

GCC.2.3. The Supplier shall not, without DHPL's prior written consent, disclose the Contract, or any provision thereof, or any specification, drawing, pattern, sample or information furnished by or on behalf of DHPL in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person or any entity shall be made in confidence and shall extend only as far as necessary for purposes of such performance.

GCC.2.4. The Supplier shall not, without DHPL's prior written consent, make use of any document or information specified in GCC.2.3 above except for the purpose of performing the Contract.

GCC.3. Interpretation

GCC.3.1. In the Contract, except where the context requires otherwise:

a. words indicating one gender include all genders;

b. words indicating the singular also include the plural and words indicating the plural also include the singular;

c. provisions including the word "agree," "agreed," or "agreement" require the agreement to be recorded in writing; and

d. "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

The headings and sub-headings to these GCC shall not be deemed to form part thereof or be taken into consideration in the interpretation of these conditions.

GCC.3.2. "Month" and "Year" and all dates shall be reckoned according to the Gregorian calendar.

GCC.3.3. A "law" shall be construed as a reference to such law including its amendments or re-enactments from time to time.

GCC.3.4. A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, or agency of a government or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests.

GCC.3.5. The words "hereof" or "herein" if and when used in the Contract Documents shall mean a reference to the Contract Documents of this Contract.

GCC.3.6. Incoterms

Unless inconsistent with any provision of the Contract, the meaning of any trade terms, when used, and the rights and obligations of parties there under shall be

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governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

GCC.3.7. Amendment

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

GCC.3.8. Non-waiver

a. Subject to GCC.3.8(b) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract;

b. Any waiver of a party's rights, powers or remedies under the Contract must be in writing, dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

GCC.3.9. Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

GCC.3.10. Effect

The Contract shall be deemed to have come into effect from the date of notification of award. This date shall be considered as the Commencement Date of the Contract. The time for completion shall be reckoned from the Commencement Date.

GCC.3.11. Entire Agreement

The Contract constitutes the entire agreement between DHPL and the Supplier, with respect to the subject matter of Contract, and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

GCC.3.12. Responsibility

Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, Sub-vendors and representatives, engaged by the Supplier in connection with the performance of the Contract, shall be under the complete control of the Supplier and shall not be deemed to be employees of DHPL, and nothing contained in the Contract, or in any sub-contract awarded by the Supplier, shall be construed to create any contractual relationship between any such employees, representatives and DHPL.

GCC.4. Fraud and Corruption

GCC.4.1. If DHPL determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract then DHPL may, after giving fourteen (14) days' notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the Contract, and the provisions of shall apply as if such termination has been made under GCC.34.1.

GCC.4.2. Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the execution of the Contract, then that employee shall be removed from the performance of the Contract.

GCC.4.2.1. For the purposes of this Sub-Clause:

a. "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

b. "Fraudulent practice" means any act or omission, including a misrepresentation, suppression of facts or disclosure of incomplete facts that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation or to influence the procurement process;

c. "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

d. "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party in connection with the procurement process;

e. "Obstructive practice" is

- deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- acts intended materially to impede the exercise of the inspection rights of DHPL or any organization or person appointed by DHPL.

GCC.4.3. Any communications between the Supplier and DHPL related to matters of alleged fraud or corruption must be made in writing.

GCC.5. Language

GCC.5.1. The Contract, as well as all correspondence and documents relating to the Contract exchanged by the Supplier and DHPL, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, the translation shall govern.

GCC.5.2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

GCC.6. Joint Venture

GCC.6.1. If the Supplier is a Joint Venture (JV) of two or more parties, all such parties shall be jointly and severally bound to DHPL for the fulfilment of the obligations under the Contract and shall designate one of such party to act as a leader with authority

to bind the JV. The composition or the constitution of the JV shall not be altered without the prior consent of DHPL.

GCC.7. Notices

GCC.7.1. Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.

GCC.7.2. Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, to the address specified in the Contract.

GCC.7.3. Any notice delivered personally or sent by fax or electronic mail shall be deemed to have been delivered on date of its despatch.

GCC.7.4. Either party may change its address at which notices are to be received by giving ten (10) days' notice to other party in writing.

GCC.8. Governing Law

GCC.8.1. The Contract shall be governed by and interpreted in accordance with the laws of the Kingdom of Bhutan, unless otherwise specified in SCC.

GCC.8.2. The Supplier shall, in all matters arising in the performance of the Contract, comply in all respects, give all notices and pay all fees required by the provisions of any statute, ordinance or other law or any regulation or by law of any duly constituted authority of the Kingdom of Bhutan.

GCC.8.3. The Supplier shall indemnify and hold harmless DHPL from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel.

GCC.9. Settlement of Disputes

GCC.9.1. Amicable Settlement

GCC.9.1.1. DHPL and the Supplier shall make every effort to resolve amicably by direct informal negotiation of any disagreement or dispute arising between them under or in connection with the contract.

GCC.9.1.2. If the parties fail to resolve such a dispute or difference by mutual consultation within 30 days from commencement of such consultation, either part may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

GCC.9.2. Adjudication

GCC.9.2.1. If any dispute of any kind whatsoever shall arise between DHPL and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Works– whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract – the Parties shall seek to resolve any such dispute or difference by mutual consultation. If the Parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either Party to the Adjudicator, with a copy to the other Party.

GCC.9.2.2. The Adjudicator shall be jointly appointed by DHPL and the Contractor under the Contract. Failing agreement between the two within thirty (30) days, the Adjudicator shall be appointed under the Contract on the request of either Party

by the Appointing Authority specified in the SCC. The Adjudicator so appointed shall be by mutual consent.

GCC.9.2.3. The Adjudicator shall give its decision in writing to both Parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either DHPL or the Contractor within fifty-six (56) days of such reference, the decision shall become final and binding upon DHPL and the Contractor. Any decision that has become final and binding shall be implemented by the Parties forthwith.

GCC.9.2.4. Should the Adjudicator resign or die, or should DHPL and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract; another Adjudicator shall be appointed in the same manner as provided in GCC.9.2.2.

GCC.9.2.5. The Adjudicator shall be paid fee plus expenditures incurred in the execution of its duties as Adjudicator under the Contract as specified in the SCC. These costs shall be divided equally between DHPL and the Contractor.

GCC.9.3. Arbitration

GCC.9.3.1. If either DHPL or the Contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within forty-five (45) days of a dispute being referred to it, then either DHPL or the Contractor may, within sixty(60) days of such reference, give notice to the other Party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

GCC.9.3.2. Any dispute, in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC.9.3.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Works.

GCC.9.3.3. Arbitration proceedings shall be conducted:

a) in accordance with the rules of procedure designated in the SCC,

b) in the place designated in the SCC, and

c) in the language in which this Contract has been executed.

GCC.9.3.4. The arbitrators shall also decide on the cost of arbitration and allocation thereof. The expenses incurred by each Party in connection with the preparation and presentation of its case prior to, during and after the arbitration proceedings shall however be borne by the respective Party.

GCC.9.4. Notwithstanding any reference to the Adjudicator or arbitration herein:

a) the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

b) DHPL shall pay the Contractor any monies due to it.

GCC.9.5. The arbitration award shall be final on the Parties who shall be deemed to have accepted to carry out the resulting award without delay and to have waived their right to any form of appeal insofar as such waiver can validly be made.

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B. SUBJECT MATTER OF CONTRACT

GCC.10. Supplier's Responsibilities

GCC.10.1. The Supplier shall supply all the Goods and services incidental thereto in accordance with Section III, Technical Specification, and the Delivery and completion requirements as per GCC.16.

GCC.11. DHPL's Responsibilities

GCC.11.1. Whenever the supply of Goods requires that the Supplier obtain permits, approvals and/or import and other licenses or similar permissions from Bhutanese authorities, DHPL shall, if so required by the Supplier, use its best efforts to assist the Supplier in complying with such requirements in a timely and expeditious manner, but without incurring any costs and liabilities for any failure to obtain such permits, approval, and/or import and other licenses or similar permissions.

GCC.12. Subcontracting

GCC.12.1. The Supplier shall seek approval from DHPL in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such approval, in the original Bid or later, shall not relieve the Supplier of any of its obligations, duties, responsibilities or liabilities under the Contract.

GCC.12.2. Subcontracts shall comply with the provisions of GCC.4 and GCC.7

GCC.13. Specifications and Standards

GCC.13.1. The Goods supplied under this Contract shall conform to the technical specifications and standards stipulated in Section III, Technical Specification and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the internationally accepted standards whose application is appropriate to the Goods in its country of origin.

GCC.13.2. The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of DHPL, by giving a notice of such disclaimer to DHPL.

GCC.13.3. Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the editions or the revised versions of such codes and standards shall be those specified in Section III, Technical Specification. During Contract execution, any changes in any such codes and standards shall be applied only after approval by DHPL and shall be treated in accordance with GCC.31.

GCC.13.4. Any information, details, etc. called for in the specifications and not shown in the drawings and vice versa shall have the same effect and meaning as if called for and shown both in the specifications and drawings. In case of conflict between the specifications and drawings, the decision of DHPL shall be final and binding.

GCC.14. Quality Assurance Plan

GCC.14.1. Immediately after signing of the Contract, the Supplier shall submit a Quality Assurance Plan if so, required as per the contract, indicating the specific quality control procedure and practices, wherever so required, to be adopted in the major activities of production to ensure compliance of manufacturing standards.



GCC.15. Inspection and Tests

GCC.15.1. At its own expense and at no cost to DHPL the Supplier shall carry out all such tests and/or inspections of the Goods as are specified in the Section III, Technical Specification.

GCC.15.2. The inspections and tests may be conducted on the premises of the Supplier or its Sub-vendor, or at Place of Delivery, or in another place in the Kingdom of Bhutan as specified in the SCC. Subject to GCC.15.4, if conducted on the premises of the Supplier or its Sub-vendor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to DHPL.

GCC.15.3. DHPL or its authorized representatives shall be provided access to the Supplier or its Sub-vendor premises at any time, subject to such request for access being notified by DHPL to the Supplier, during the execution of the Contract for expediting inspection, checking, etc. of Goods.

GCC.15.4. DHPL or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC.15.2, provided that DHPL bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

GCC.15.5. Whenever the Supplier is ready to carry out any such test and inspection, it shall give reasonable advance notice, including the place and time, to DHPL. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable DHPL or its designated representative to attend the test and/or inspection.

GCC.15.6. DHPL may require the Supplier to carry out any test and/or inspection not required under the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery dates and completion dates and the other obligations so affected.

GCC.15.7. The Supplier shall provide DHPL with a report of the results of any such test and/or inspection.

GCC.15.8. DHPL may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. Upon a notification from DHPL, the Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to DHPL, and shall repeat the test and/or inspection, at no cost to DHPL, upon giving a notice pursuant to GCC.15.5. Such rectified and/or replaced Goods should also be delivered as per the initial Delivery schedule.

GCC.15.9. The Supplier shall arrange removal of the rejected Goods within fifteen (15) days from the date of notification. In the event the Supplier fails to remove the rejected Goods, within the said fifteen (15) days, DHPL shall be at liberty to dispose of such rejected Goods in any manner as thought fit. All expenses in this regard shall be recoverable from the Supplier.



GCC.15.10. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by DHPL or its representative, nor the issue of any report pursuant to GCC.15.7, shall release the Supplier from any warranties or other obligations under the Contract.

GCC.16. Packing, Delivery and Documents

GCC.16.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case sizes and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

GCC.16.2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in Section III, Technical Specifications, and in any other instructions ordered by DHPL.

GCC.16.3. The Delivery of the Goods shall be in accordance with the Delivery and completion requirements specified in Section III, Technical Specifications.

GCC.16.4. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC. The documents specified in the SCC shall be received by DHPL before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

GCC.17. Insurance and Transportation

GCC.17.1. The Goods supplied under the Contract shall be fully insured, in the currency of the Contract Price, against loss or damage incidental to manufacture or acquisition, transportation, storage and Delivery, in accordance with the applicable Incoterms or in the manner specified in GCC.17.1.1, or in the manner specified in the SCC.

GCC.17.1.1. The insurance covers to be taken by the Supplier shall be equal to 110% of the value of Goods valid till thirty (30) days after the Delivery of Goods. In case of delays attributable to the Supplier, the validity period of the insurance cover shall be extended up to thirty (30) days after the actual Delivery of the Goods. However, if the delays are attributable to DHPL, the extra cost, if any, for the extended period of insurance cover, shall be reimbursed by DHPL.

GCC.17.2. The insurance cover shall be in the names of DHPL and the Supplier, wherein the beneficiary will be DHPL and the Supplier will be the custodian. The Supplier shall, however, be authorised to deal directly with the Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers.

GCC.17.3. Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be as specified in the Incoterms.

C. PAYMENT

GCC.18. Contract Price

GCC.18.1. The Contract Price shall be as specified in the Contract subject to any additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.

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GCC.18.2. Prices charged by the Supplier for the Goods under the Contract shall be firm and not subject to any escalation till the completion of the supply of Goods as per the Contract or any amendment thereof unless any price adjustments have been specified in SCC.

GCC.19. Terms of Payment

GCC.19.1. The Contract Price, including any advance payments, if applicable, shall be paid as specified in the SCC.

GCC.19.2. The Supplier's request for payment shall be made to DHPL in writing, accompanied by invoices describing, as appropriate, the Goods delivered, and by the documents submitted pursuant to GCC.16.4 and upon fulfilment of the obligations stipulated in the Contract.

GCC.19.3. Payments shall be made promptly by DHPL, no later than thirty (30) days after the receipt of invoices and documents in accordance with GCC.19.2, provided that the documents are compliant with all the requirements of DHPL. In case of incomplete/ non-compliant invoices and documents, DHPL shall ask the Supplier to re-submit the invoices and documents with full compliance.

GCC.19.4. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Contract Price is expressed.

GCC.20. Taxes and Duties

GCC.20.1. For Goods supplied by the Supplier from outside the Kingdom of Bhutan excluding India, the Supplier shall bear and pay all applicable taxes, stamp duties, licence fees levies and other similar levies imposed outside the Kingdom of Bhutan until the Goods are delivered CIF Place of Delivery. Any local taxes and duties imposed on the goods beyond the point of CIF place of delivery, including custom duties, shall be borne and paid by DHPL.

GCC.20.2. Bidders participating from India, for supply and Bonafide use in the Kingdom of Bhutan shall quote the prices for the items in the price schedule exclusive of any effect of the Integrated Goods and Service Tax (IGST) of India. **The IGST on the export of goods and services or both are covered under Zero Rated Supply as per Chapter VII, 16(1)of the INTEGRATED GOODS AND SERVICES TAX ACT, 2017 of India.**

GCC.20.3. For Goods manufactured and supplied by the Suppliers from the Kingdom of Bhutan, the Supplier shall bear and promptly pay all applicable taxes, duties, licence fees and other similar levies incurred until Delivery of the contracted Goods to the Place of Delivery.

GCC.20.4. At the time of release of payment, tax shall be deducted at source (TDS) from Bhutanese Bidders and International Bidders as specified in the SCC from the gross amount of bills. DHPL shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.

GCC.20.5. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Kingdom of Bhutan, DHPL shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

GCC.21. Performance Security

GCC.21.1. The Supplier shall within thirty (30) days from the date of notification of award, provide a performance security for the due performance of the Contract as specified in the SCC.



GCC.21.2. The contract performance security shall be denominated in the currency or currencies of the Contract and shall be in the form of irrevocable bank guarantee provided in Form: 3 of Part 2, Section VII. The Performance Security can also be submitted in the form of demand draft if so specified in SCC. The bank guarantee/ demand draft shall be in favour of DHPL, issued by any Financial Institutions of Bhutan or any other Foreign Banks acceptable and enforceable by Financial Institutions in Bhutan.

GCC.21.3. The proceeds of the Performance Security shall be payable to DHPL as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

GCC.21.4. The Performance Security shall be valid thirty (30) days beyond the successful completion of the Supplier's performance obligations under the Contract, including the completion of the warranty period under the Contract and for any extension thereto. It shall serve as a guarantee that the Supplier will perform his contractual obligations under the Contract till the warranty period.

GCC.21.5. If the Supplier fails to remedy any reported defect within the Warranty Period, the DHPL shall be entitled to remedy the defect at the expense of the Supplier and appropriate the cost of such remedying defects out of the Performance Security.

GCC.21.6. The performance security will be discharged and returned to the Contractor after thirty (30) days beyond the expiry of the Warranty Period.

GCC.22. Advance Payment

GCC.22.1. Interest free advance shall be paid to the Supplier if indicated in GCC.19.

GCC.22.2. The advance will be secured against an irrevocable bank guarantee acceptable to DHPL. The bank guarantee should be of an amount equal to the initial advance payment, with validity period of up to thirty (30) days beyond the schedule date of the delivery as specified in SCC. However, in case of delay in completion of delivery under contract the validity of security shall be extended by the period of such delay.

GCC.22.3. This Bank Guarantee shall be returned to the Supplier after full adjustment of advance and against request by the Supplier.

D. INTELLECTUAL PROPERTY

GCC.23. Copyright

GCC.23.1. The copyright in all drawings, documents and other materials containing data and information furnished to DHPL by the Supplier shall remain vested in the Supplier, or, if they are furnished to DHPL directly or through the Supplier by any third party, including Suppliers of materials, the copyright in such materials shall remain vested in such third party.

GCC.24. Confidential Information

GCC.24.1. DHPL and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-vendors such documents, data and

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other information as it receives from DHPL to the extent required for the Sub-vendors to perform its obligations under the Contract, in which event the Supplier shall obtain from such Sub-vendor an undertaking of confidentiality similar to that imposed on the Supplier under this clause.

GCC.24.2. DHPL shall not use such documents, data and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data and other information received from DHPL for any purpose other than the design, procurement or other work and services required for the performance of the Contract.

GCC.24.3. The obligation of a party under GCC.24.1 and GCC.24.2 above, however, shall not apply to information that:

a. DHPL or Supplier needs to share with the RGoB;

b. now or hereafter enters the public domain through no fault of that party;

c. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

d. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

GCC.24.4. The above provisions of GCC.24 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

GCC.24.5. The provisions of GCC.24 shall survive completion or termination, for whatever reason, of the Contract.

GCC.25. Patent Indemnity

GCC.25.1. The Supplier shall, subject to DHPL's compliance with GCC.25.2, indemnify and hold harmless DHPL and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which DHPL may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

a. the installation of the Goods by the Supplier or the use of the Goods in the Kingdom of Bhutan; and

b. the sale in any country of the products produced by the Goods.

GCC.25.2. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or reasonably to be inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Supplier, pursuant to the Contract.

GCC.25.3. If any proceedings are brought or any claim is made against DHPL arising out of the matters referred to in GCC.25.1, DHPL shall promptly give the Supplier notice thereof, and the Supplier may at its own expense and in DHPL's name conduct such proceedings or claims and any negotiations for the settlement of any such proceedings or claims.



GCC.25.4. If the Supplier fails to notify DHPL within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claims, then DHPL shall be free to conduct the same on its own behalf at the cost of the Supplier. Unless the Supplier has so failed to notify DHPL within the thirty (30) day period, DHPL shall make no admission that may be prejudicial to the defence of any such proceedings or claim.

GCC.25.5. DHPL shall, at the Supplier's request, provide all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

GCC.25.6. DHPL shall indemnify and hold harmless the Supplier and its employees, officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification or other documents or materials provided or designed by or on behalf of DHPL.

E. GUARANTEES AND LIABILITIES

GCC.26. Liquidated Damages

GCC.26.1. Except as provided for under GCC.30, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or fails to perform the related services within the period specified in the Contract, DHPL may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delayed goods or unperformed services for each day of delay beyond the scheduled delivery period until actual delivery or performance, up to a maximum deduction of ten (10) percentage of the total value of delayed goods or unperformed services.

In case of delay for supply of an item which can be made in parts, but the item cannot be put to use unless the supplies are complete, the liquidated damage shall be levied up to the maximum 10% of the Contract Price.

If in the opinion of DHPL the Supplier is indefinitely delaying the supplies, DHPL may terminate the Contract pursuant to GCC.34.

GCC.27. Warranty

GCC.27.1. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

GCC.27.2. Subject to GCC.13.2, the Supplier further warrants that the Goods and spares supplied, in accordance with the Contract Documents, shall be free from defects arising from any act or omission of the Supplier or arising from design, materials and workmanship, under normal use in the conditions prevailing in the Kingdom of Bhutan.

GCC.27.3. Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the goods have been delivered and accepted at the final



destination specified in the SCC or eighteen (18) months from date of shipment from the port or place of loading in the country of origin, whichever is earlier.

GCC.27.4. DHPL shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. DHPL shall provide all reasonable opportunity for the Supplier to inspect such defects.

GCC.27.5. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to DHPL.

GCC.27.5.1. In case the Goods are required to be taken back to the Supplier's works, or any other such place which the Supplier may think fit, all costs incidental to such movement of Goods and their repair, replacement thereof, will be borne by the Supplier. In such cases, the Supplier shall provide a security in the form of Bank Guarantee to DHPL, valid for twelve (12) months, for value of the Goods equivalent to payments made by DHPL for such Goods.

GCC.27.6. If, having been notified, the Supplier fails to remedy the defect within the period specified in GCC.27.5, DHPL may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which DHPL may have against the Supplier under the Contract

GCC.28. Limitations of Liability

GCC.28.1. Except in cases of gross negligence or wilful misconduct:

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

b) the aggregate liability of the Supplier to DHPL, 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 goods , or to any obligation of the Supplier to indemnify DHPL with respect to patent infringement.

F. RISK DISTRIBUTION

GCC.29. Change in Laws and Regulations

GCC.29.1. If, after thirty (30) days prior to the date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in the Kingdom of Bhutan (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery/Completion Schedule and/or the Contract Price, then such Delivery/Completion Schedule and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC.18.2.

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GCC.30. Force Majeure

GCC.30.1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

GCC.30.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the RGoB in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

GCC.30.3. If a Force Majeure situation arises, the Supplier shall promptly notify DHPL in writing of such condition and the cause thereof, along with documentary or pictorial evidence. Unless otherwise directed by DHPL in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

G. CHANGE IN CONTRACT ELEMENTS

GCC.31. Variations

GCC.31.1. DHPL, during execution of the Contract, may vary the quantity of the Goods within variation of the total Contract Price by plus/ minus twenty percent (+/- 20%) but without any change in unit price or other terms and conditions. The item wise quantities may also vary to the same extent without any adjustment in the unit rates. However, the variation can also exceed 20% where in one more additional unit exceeds 20% of the contract price.

GCC.31.2. DHPL may, by variation order to the Supplier, at any time before the supply of Good is completed, instruct the Supplier to vary the quantity of the Goods. The Supplier shall not vary the quantity of the Goods, except in accordance with a variation order from DHPL.

GCC.31.3. DHPL shall on its own or on the basis of a request from the Supplier, after due consultation with the Supplier, decide whether or not the variation shall be carried out. If DHPL decides that the variation shall be carried out, DHPL shall issue a variation order clearly identified as such in accordance with the Supplier's submission or as modified by mutual agreement. The Delivery schedule for such extra quantities will be mutually agreed between DHPL and the Supplier.

GCC.32. Extension of Time for Delivery

GCC.32.1. Delivery of Goods shall be made by the Supplier in accordance with the time for Delivery specified in the SCC or within such extended time to which the Supplier shall be entitled under GCC.32.2.

GCC.32.2. The Supplier may seek an extension of the time for Delivery if Supplier is or will be delayed in supplying the Goods for any of the following reasons:

a. extra or additional quantities ordered in writing under GCC.31 The time extension can be sought here only in respect of the Delivery of the extra quantities ordered;



b. Force Majeure as per GCC.30;

c. any changes in laws and regulations as provided in GCC.29;

d. any other matter specifically mentioned in the Contract.

GCC.32.3. The Supplier shall also not be held responsible for:

a. the delay caused for no fault on the part of the Supplier due to orders/instructions issued by DHPL;

b. any default or breach of the Contract by DHPL.

GCC.32.4. Except for grant of extension of time for completion of Delivery, DHPL shall not bear any other financial liability for delays caused pursuant to GCC.32.2 and GCC.32.3.

GCC.32.5. The Supplier shall give notice to DHPL of his intention to make a claim for an extension of time within fifteen (15) days of the occurrence of any of the above cause(s). The notice shall be followed as soon as possible by the claim with full supporting details.

GCC.32.6. The Supplier shall demonstrate to DHPL's satisfaction that the Supplier has used their best endeavour to avoid or overcome such causes for delay and the parties will mutually agree upon remedies to mitigate or overcome causes for such delays.

GCC.32.7. Notwithstanding the provisions of clause GCC.32.6, the Supplier shall not be entitled to an extension of time for Delivery, unless the Supplier, at the time when circumstances specified in GCC.32.2 arises, has immediately notified DHPL in writing that Supplier may claim such extension as caused by such circumstances. DHPL on receipt of such notice may agree to extend the Delivery Schedule as may be reasonable and mutually agreed but without prejudice to other terms and conditions of the Contract.

GCC.32.8. DHPL may require Delivery of the Goods or part thereof earlier than the time for Delivery, as mutually agreed between DHPL and the Supplier. The earlier completion date so agreed, if not achieved, shall not be considered for the purpose of levy of liquidated damages as per GCC.26.

GCC.33. Export Restrictions

GCC.33.1. Notwithstanding any obligation of the Supplier under the Contract to complete all export formalities, any export restrictions attributable to DHPL, to the Kingdom of Bhutan, or to the use of the products/Goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/Goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of DHPL that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/Goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for DHPL's convenience pursuant to GCC.34.3.

GCC.34. Termination

GCC.34.1. Termination for Default

GCC.34.1.1. DHPL, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

a. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by DHPL pursuant to GCC.32.2; or

b. if the Supplier fails to perform any other obligation under the Contract; or

c. if the Supplier, in the opinion of DHPL has engaged in fraud and corruption, as defined in GCC.3, in competing for or in executing the Contract, DHPL shall be the final authority to decide whether the Supplier has engaged in any Fraud and Corruption as mentioned above and such decision shall be final and binding on the Supplier.

GCC.34.1.2. In the event DHPL terminates the Contract in whole or in part, pursuant to GCC.34.1.1, DHPL may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to DHPL for any additional costs incurred by DHPL in procurement of such undelivered Goods. Wherever the Contract is terminated in part, the Supplier shall continue performance of the Contract to the extent not terminated.

GCC.34.2. Termination for Insolvency

GCC.34.2.1. DHPL may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent ,has a receiving order issued against it, compounds with its creditors, or, is wound up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt.

GCC.34.2.2. In such event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to DHPL.

GCC.34.3. Termination for Convenience

GCC.34.3.1. DHPL, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for DHPL's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

GCC.34.4. The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by DHPL at the Contract terms and prices. For the remaining Goods, DHPL may elect:

a. to have any portion completed and delivered at the Contract terms and prices; and/or

b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

GCC.34.5. Termination by Supplier

GCC.34.5.1. If,

a) DHPL commits a substantial breach of the Contract, the Supplier may give a notice to DHPL that specifies the breach and requires DHPL to remedy the same. If DHPL fails to remedy the breach or take steps to remedy the breach within thirty (30) days after receipt of the Supplier's notice, or,

b) If the Supplier is unable to carry out any of its obligations under the Contract for any reason attributable to DHPL, including but not limited to DHPL's failure to obtain any governmental permit necessary for the Delivery of Goods, which DHPL is required to obtain as per provision of the Contract or as per relevant applicable laws, the Supplier may give a notice to DHPL to carry out such obligation under the Contract and if DHPL fails to comply within thirty (30) days after receipt of the Supplier's notice, then the Supplier may, referring to this sub-clause, forthwith terminate the Contract.

GCC.34.5.2. The Supplier may also terminate the Contract forthwith by giving a notice to DHPL to that effect, referring to this sub-clause, if DHPL becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if DHPL takes or suffers any other analogous action in consequence of debt.

GCC.34.5.3. In the event of termination under GCC.34.5, all payments due to the Supplier for the Goods already delivered, shall be settled by DHPL with no further liability on any account whatsoever.

GCC.35. Assignment

GCC.35.1. Neither DHPL nor the Supplier shall assign, in whole or in part, their obligations under the Contract, except with the prior written consent of the other party.

SECTION VI – SPECIAL CONDITIONS OF CONTRACT

SECTION VI–SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause Reference	Particulars
	A. CONTRACT AND INTERPRETATION
GCC.1.1(t)	The Place of Delivery for Goods to be delivered on Delivery Duty Paid (DDP) basis shall be: **DHPL Office, Gyalpoizhing Mongar Dzongkhag, Bhutan**
GCC.3.3	The version of Incoterms shall be: **2020 edition**
GCC.9.2.2	The Appointing Authority for the appointment of Adjudicator shall be: **By mutual consent of the parties.**
GCC.9.2.5	The fees and expenditure to be paid to the Adjudicator shall be: **Borne by the parties on 50: 50 bases.**
GCC.9.3.2	Arbitration All disputes arising out of or in connection with this Contract that are not settled amicably shall be finally resolved by arbitration in accordance with the Alternative Dispute Resolution Act of Bhutan, 2013 and its Rules in force.
GCC.9.3.3	Institution whose arbitration procedures shall be used: **Bhutan Alternative Dispute Resolution Centre (ADRC)** **The seat of Arbitration shall be Thimphu, Bhutan.**
	B. SUBJECT MATTER OF CONTRACT
GCC.15.2	The inspections and tests shall be conducted at: **DHPL Office, Gyelposhing, Mongar.**
GCC.16.3	Delivery Period: **Within 60 days from the date of signing of the Contract Agreement.**
GCC.16.4	The Shipping and other Documents to be furnished by the Supplier shall be as follows: a) Invoice b) Delivery Document/Challan c) Warranty Certificate d) Brochures of high-end laptops and desktop equipment
GCC.17.3	Responsibility for transportation of Goods: **Supplier**

GCC Clause Reference	Particulars
C. PAYMENT	
GCC.18.1	The Contract Price shall be: **Exclusive of Goods and Services Tax (GST). DDP at Gyelposhing, Mongar, Bhutan**
GCC.18.2	The Contract Price is adjustable: **No**
GCC.19.1	Payment: **100% payment shall be made within 30 days after delivery and acceptance of the goods by the DHPL at the final place of delivery (Mongar).**
GCC.20.2	Integrated Goods and Services Tax (GST) in India: **Not Applicable**
GCC.20.4	The following rate of taxes shall be applicable for supply: **a) Withholding Tax deducted at Source (TDS) for supply shall be 2% of the gross value of invoice.** **b) GST 5% shall be borne by DHPL**
GCC.21.1	The amount of the Performance Security shall be: **10% of the Contract Price.**
GCC.22.2	The bank guarantee for advance payment shall be valid till: **Not applicable.**
F. GUARANTEES AND LIABILITIES	
GCC.26.1	The liquidated damages shall be: **0.30 % per day of delay with a maximum of ten percent (10%) of the Contract Price.**
GCC.27.3	The warranty shall be valid: **Twelve (12) months after the good has been delivered and accepted at the final point of delivery.**
GCC.27.5	The period for repair or replacement shall be: **30 days**
H. CHANGE IN CONTRACT ELEMENTS	
GCC.32.1	The time for Delivery shall be: **60 days from the date of signing Contract Agreement**

Attachment: Price Adjustment Formula

If, in accordance with GCC.18.2, prices shall be adjustable, the following method may be used to calculate the price adjustment:

Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0}\right] - P_0$$

$$a+b+c = 1$$

in which:

P_1 = adjustment amount payable to the Supplier.

P_0=Contract Price (base price).

a = percentage of fixed element representing profits and overheads included in the Contract Price.

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

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

L_0, L_1= labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.

M_0, M_1= material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a, b, and c as specified by DHPL are as follows and total should not exceed 100% :

a = *[insert value of coefficient of 5% to 20%]*

b= *[insert value of coefficient of 15% to 30%]*

c= *[insert value of coefficient of 30% to 60%]*

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

Base date = thirty (30) days prior to the Bid opening date.

Date of adjustment = two-third (2/3) period of scheduled Delivery date or actual Delivery date, whichever is earlier

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

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a. No price adjustment shall be allowed beyond the Scheduled Delivery Date unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. DHPL will, however, be entitled to any decrease in the prices of the Goods subject to adjustment.

b. If the currency in which the Contract Price P0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.

c. No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

d. Price adjustment shall be payable within a maximum ceiling of twenty percent (20%) over the Contract price.

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SECTION VII – CONTRACT FORMS



Form 2: Contract Agreement

(The successful Bidder shall execute this agreement in accordance with the instructions indicated on the judicial stamp paper as applicable)

THIS CONTRACT AGREEMENT made this....*[insert number]*..... day of .....*[insert month]* ....., ...*[insert year]*..... ,

BETWEEN

(1) Dorjilung Hydro Power Limited, a company registered under the .....and having its principal place of business at .....*[insert: address of DHPL]* ..... (hereinafter called "DHPL"), and

(2) .....*[insert name of Supplier]*....., a company incorporated under the laws of .....*[insert: country of Supplier]*.....and having its principal place of business at .....*[insert: address of Supplier]* ..... (hereinafter called "the Supplier").

WHEREAS the DHPL invited Bids for .....*[insert brief description of scope of supply]* ..... and has accepted the Bid of the Supplier for the supply of those Goods.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.

2. The following documents shall constitute the Contract between DHPL and the Supplier, and each shall be read and construed as an integral part of the Contract, viz.:

   a) This Contract Agreement including any minutes of meeting regarding the contract (post bid submission);

   b) DHPL's Notification of Award of Contract;

   c) The Special Conditions of Contract;

   d) The General Conditions of Contract;

   e) Technical Specifications;

   f) The Supplier's Bid and original Price Schedules;

   g) [insert here any other document(s) forming part of the Contract]

3. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. DHPL hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations hereunder. The Contract Prices hall be the aggregate of: .....*[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]*..... , or such other sums as may

be determined at times and in the manner in accordance with the terms and conditions of the Contract.

5. The Delivery Schedule of the Goods shall be determined from the date of notification of award provided all of the following conditions have been fulfilled within a period of fifteen (15) days from the date of said notification of award:

(a) This Contract Agreement has been duly executed for and on behalf of DHPL and the Supplier;

(b) The Supplier has submitted to DHPL the performance security.

Each party shall use its best efforts to fulfil the above conditions for which it is responsible as soon as practicable.

6. If the conditions listed under clause 5 above are not fulfilled within fifteen (15) days from the date of Notification of Award because of reasons attributable to DHPL, the Contract would become effective only from the date of fulfilment of all the above mentioned conditions and, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Delivery Schedule and/or other relevant conditions of the Contract.

7. However, if any of the conditions listed under clause 5 above are not fulfilled within fifteen (15) days from the date of notification of award because of the reasons attributable to the Supplier, the Contract will become effective from the date of Notification of Award. In this case, Contract Price and/or Delivery Schedule shall not be adjusted.

8. In consideration of the payments to be made by DHPL to the Supplier as hereinafter mentioned, the Supplier hereby covenants with DHPL to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.

9. The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement. Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly

10. Any notice under this Contract shall be sent by personal delivery, or courier, or post, or fax, or electronic mail. Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to DHPL shall be properly addressed to:

[Mail and electronic transmission address of concerned officer of DHPL]

_____

_____

_____

and notice to the Supplier shall be properly addressed to:

[Mail and electronic transmission address of Supplier]

_____

_____

_____

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kingdom of Bhutan on the day, month and year indicated above.

For and on behalf of DHPL

Signed: *.....[insert signature].....*

in the capacity of *.....[insert title or other appropriate designation].....*

in the presence of *.....[insert signature].....*

.....[insert identification of official witness].....

For and on behalf of the Supplier

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

in the capacity of *.....[insert title or other appropriate designation].....*

in the presence of *.....[insert signature].....*

.....[insert identification of official witness].....

APPENDICES

Appendix 1: Terms and Procedures of Payment

Appendix 2: Price Adjustment

Appendix 3: List of Documents for Approval or Review

Form 3: Bank Guarantee for Contract Performance

[To be provided on the relevant legal document, as per applicable law in the country of execution]

Bank Guarantee No. .....

Date.....

To
[DHPL's Address]

Dear Sir/Madam,

In consideration of Dorjilung Hydro Power Limited (hereinafter referred to as DHPL which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s …… with i ts Registered/Head Office at ……(hereinafter referred to as the 'Supplier' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of Award No.....dated …….. valued at..... *[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]*....., for …… *(insert Scope of Contract)*.....and the Supplier having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ten percent (10%) of the said value of the Contract to DHPL.

We …….. *(insert Name and Address of the bank issuing the Guarantee)*.....having its Head Office at .....hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay DHPL, on demand any and all monies payable by the Supplier to the extent of *[insert amount of the Bank Guarantee and its currency]*…….. at any time upto ……@.....(day/month/year) without any demur, reservation, contest recourse or protest and or without any reference to the Supplier. Any such demand made by DHPL on the Bank shall be conclusive and binding notwithstanding any difference between DHPL and the Supplier or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without prior consent of DHPL.

DHPL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Supplier. DHPL, shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in DHPL or of any right which they might have against the Supplier and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between DHPL and the Supplier or any other course of remedy or security available to DHPL. The Bank shall not be released of its obligations under these presents by any exercise by DHPL of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of DHPL or any other indulgence shown by DHPL or by any other matter or thing whatsoever which under the law would but for this provisions have the effect of relieving the Bank.

The Bank also agrees that DHPL at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that DHPL may have in relation to the Supplier's liabilities.

Notwithstanding anything contained herein above, our liability under this guarantee is restricted to …… and shall remain in force up to and including …… and shall be extended from time to time for such period, as may be desired by M/s..... on whose behalf this guarantee has been given.

All rights of DHPL under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities after the above mentioned date or from the extended date.

Dated this ……day of ……20 …… at ……

Witness:

……	……
(Signature)	(Signature)
……	……
(Name)	(Name)
……	……
(Official Address)	(Official Address)

Authorized vide

Power of Attorney No:……

Date……

Note:	(@) This date will be thirty (30) days after the end of Warranty Period as specified in the Contract. (#) Complete mailing address of the Head Office of the Bank to be given

Form 4: Bank Guarantee for Advance Payment: Not Applicable

[To be provided on the relevant legal document, as per applicable law, in the country of execution]

Bank Guarantee No. .....

Date.....

To
[DHPL's address]

Dear Sir/Madam,

In consideration of the Dorjilung Hydro Power Limited (hereinafter referred to as DHPL) which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns having awarded to M/s..... with its registered/Head Office at ..... (here-in-after referred to as the Supplier) which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns, a Contract by issue of DHPL's Notification of Award No. ……. dated ..... and the same having been unequivocally accepted by the Supplier …… valued at .....*[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]*…….for ……*(insert Scope of Contract)*…… (hereinafter called the Contract) and DHPL having agreed to make advance payment to the Supplier for performance of the above Contract amounting to *[insert currency and amount of the advance]*....., as an advance against Bank Guarantee to be furnished by the Supplier.

We, …….*[Insert name and address of the bank issuing Branch]* .....having its Head Office at ..... (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay DHPL immediately on demand any or all monies payable by the Supplier to the extent of …….*[insert currency and amount of the advance]*…….at any time up to …….@…….. without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier. Any such demand made by DHPL on the Bank shall be conclusive and binding not withstanding any difference between DHPL and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without prior consent of DHPL.

DHPL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to vary the advance or to extend the time for performance of the Contract by the Supplier. DHPL shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants contained or implied in the Contract between the DHPL and the Supplier or any other course or remedy or security available to DHPL. The Bank shall not be released of its obligations under these presents by any exercise by DHPL of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of DHPL or any other indulgence shown by DHPL

or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that DHPL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that DHPL may have in relation to the Supplier's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to ……*[insert currency and amount of the advance]*…… and it shall remain in force up to and including ..... and shall be extended from time to time for such period as may be desired by M/s .....on whose behalf this guarantee has been given.

All rights of DHPL under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities after the above mentioned date or from the extended date.

Dated this ……. day of ……20 …… at ……

Witness:

……	……
(Signature)	(Signature)
……	……
(Name)	(Name)
……	……
(Official Address)	(Official Address)

Attorney as per

Power of Attorney No: ……

Date……

Note:	(@)This date will be ninety (90) days after the scheduled end date of Delivery.

Form 4: Validity extension of Bank Guarantee

Bank Guarantee No. .....

Date.....

To
[DHPL's Address]

Dear Sir/Madam,

Sub: Validity Extension of Bank Guarantee No. ..... dtd..... for .....*[insert currency and amount of the Guarantee]*.....favouring yourselves, expiring on..... on account of M/s*..... in respect of Contract for procurement of.....*(insert name of the procurement)*..... for ..... Contract No. ..... dated..... (hereinafter called original Bank Guarantee).

At the request of M/s*..... we ..... Bank having branch office at ..... and having Head Office at .....do hereby extend our liability under the above mentioned Bank Guarantee No..... dtd ..... for a further period of ..... Years/ Months from ..... to expire on .....

Except as provided above, all other terms and conditions of the original Bank Guarantee No..... dtd.....shall remain unaltered and binding on us.

Please treat this as an integral part of the original guarantee to which it would be attached.

Yours Faithfully,

(Signature)……..

(Name & Designation)……..

(Bank's Seal)……..

Authorized vide Power of Attorney No

……..

***** *In case of Joint Ventures, name of all partners of the Joint Venture shall be mentioned.*

Note: *The extension of the Bank Guarantee should be forwarded to the Plant/ Department/ Corporate Office, from where the extension has been sought.*

SECTION VIII – ANNEXURE

SECTION VIII – ANNEXURE

1. Details of Electronic Bidding Procedure (if applicable only)

SECTION IX – VENDOR RATING SYSTEM

SECTION IX – VENDOR RATING SYSTEM

1. VENDOR RATING SYSTEM (VRS)

The assessment of the Vendors/Suppliers shall be done as follows:

1.1. VENDOR ASSESSMENT CRITERIA

The annual rating shall be based only on two criteria: (i) Conformity rate (Quality) of each of the supplier and (ii) On time Delivery (On time performance).

The following formulae shall be used for the computation for both the criteria in percentage:

(1) Conformity Rate (CR) = $\frac{\text{Total quantity accepted}}{\text{Total quantity ordered}}$

(2) On Time Delivery (OTD) = $\frac{\text{Total quantity delivered on time}}{\text{Total quantity ordered}}$

1.2. PERFORMANCE MEASURE WEIGHTAGE

Considering the importance and its consequences of both the criteria, the weightage assigned is as follows:

Performance measure	Weightage
Conformity Rate (CR)	50%
On Time Delivery (OTD)	50%
Total	**100%**

1.3. SUPPLIER ASSESSMENT CATEGORY

The suppliers shall be categorized in following three categories.

Category	Score	Remarks
A	80-100	Recommended/Preferred Suppliers
B	50-79	✓ Supplier must be developed; ✓ Consider, but with mandatory debriefing on the short comings.
C	0-49	✓ Supplier is not qualified; ✓ No purchasing allowed.

1.4. ILLUSTRATION FOR THE COMPUTATION OF VENDOR RATING

The computation of above criteria are illustrated as follows:

At the end of the year, the total quantities of materials against the following two suppliers, M/s. ABC and M/s. XYZ shall be obtained from SAP system along with the required information.

Conformity Rate (CR)

Supplier	Total Qty. Ordered	Total Qty. Accepted	Total Qty. Rejection
M/s. ABC	500	450	50
M/s. XYZ	600	450	150

Contracts & Procurement Division DHPP

On Time Delivery (OTD)

Supplier	Total Qty. Ordered	Total Qty. Delivered on Time	Total Qty. Delayed
M/s. ABC	500	470	30
M/s. XYZ	600	480	120

M/s. ABC

Conformity Rate (CR)	= (Total Qty. Accepted/Total Qty. Ordered) X 100 = (450/500)x100 = 90%
On Time Delivery (OTD)	= (Total Qty. Delivered on Time/Total Qty. Ordered) X 100 = (470/500) X 100 = 94%
Total Rating	= 90% x 50 = 45 (For CR) = 94% x 50 = 47 (For OTD) = 92%

M/s. XYZ

Conformity Rate (CR)	= (Total Qty. Accepted/Total Qty. Ordered) X 100 = (450/600) X 100 = 75%
On Time Delivery (OTD)	= (Total Qty. Delivered on Time/Total Qty. Ordered) X 100 = (480/600) X 100 = 80%
Total Rating	= 75% x 50 = 37.5 (For CR) = 80% x 50 = 40 (For OTD) = 77.5%

As can been seen from above table, M/s. ABC falls under category A and is a preferred/recommended supplier, while M/s. XYZ falls in category B and needs vendor development and guidance to improve their performance.

2. EVALUATION PERIOD, THRESHOLDS AND DEBARMENT OF VENDORS

2.1. Evaluation period

The assessment shall be evaluated at the end of every year and the report shall be extracted and maintained by Material Management Division, DHPL to take further actions.

2.2. Threshold

For the purpose of vendor rating, the assessment shall be done for vendor whose cumulative supply is more than BTN 0.5 million in year.

2.3. Debarment of defaulters

Based on the assessment of vendors at the end of the year, all non-performing vendors shall be referred to the Debarment Committee as per the Debarment Rules 2019 of RGoB. The non-performing vendor falling under category B and C shall be subjected to referral to the Debarment Committee and the decision of the Committee shall be final and binding.